

**COLLECTIVE BARGAINING  
AGREEMENT**

between

**HOMEMAKER SERVICE  
OF THE  
METROPOLITAN AREA, INC.**

and

**NATIONAL UNION OF  
HOSPITAL AND HEALTH CARE  
EMPLOYEES, AFSCME,  
AFL-CIO and its affiliate DISTRICT 1199C**

Contract Period:  
July 1, 2010 - June 30, 2012

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## AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of June, 2010, by and between HOMEMAKER SERVICE OF THE METROPOLITAN AREA, INC., Philadelphia, Pennsylvania (hereinafter called "Employer") and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO and its affiliate DISTRICT 1199C (hereinafter called the "Union"), 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".

### ARTICLE I RECOGNITION

1. Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time employees employed as Homemaker-Home Health Aides and/or as Clerical Employees as stated in the Certification of the Pennsylvania Labor Relations Board, Case No. PERA-R-3541-E, excluding all professional employees, supervisors, first-level supervisors, confidential employees and temporary employees.

2. Employer also recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time employees employed as chore workers as stated in the Certification of the National Labor Relations Board, Case No. 4-RC-15094, excluding all professional employees, supervisors, first-level supervisors, confidential employees and temporary employees.

A "full-time employee" is an employee who is scheduled to work at least a forty-hour week. A "regular part-time" employee is an employee who has worked and been paid for at least twenty (20) hours per week for at least twenty (20) weeks in the six (6) months prior to the Employer's review of hours. The Employer will continue to make a review of hours every six (6) months on its current schedule. The Union shall have the right to review the records of employees who do not meet the definition of regular part-time employees at the time the Employer announces the results of its review.

3. It is agreed that this Agreement shall apply and continue in full force and effect at any location to which the Employer may move. It is further agreed that this Agreement shall apply to any new or additional facilities of the Employer and under its principal discretion and control within a fifty-mile radius of the City of Philadelphia.

4. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining units covered by the Agreement, as defined in Sections 1 and 2 hereof.

5. At the time a new Employee subject to the Agreement is hired, Employer shall deliver to said Employee a written notice that Employer recognizes and is in contractual relations with the Union.

6. Part-time Employees covered by the Agreement shall receive fringe benefits, wage rates and wage increases hereunder pro-rated to that of a full-time Employee.

**ARTICLE II**  
**UNION SECURITY**

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

2. All Employees on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this Agreement.

3. All Employees hired after the effective date of this Agreement shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

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

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

6. *The Union shall indemnify and save Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with the provisions of this Article.*

**ARTICLE III**  
**CHECK-OFF**

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

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.

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

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

5. Such Employees shall be required, as a condition of continued employment, to remit to either The Lupus Foundation, the Sickle Cell Anemia Foundation, or the American Cancer Society, recognized and valid charities under Section 501(c)(3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be checked-off by the Employer from the Employee's pay at the same time and in the same amount as are initiation fees and dues and remitted by the Employer to the charity designated by the Employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B".

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

(a) Such costs shall include, but not be limited to, the expense of Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney.

(i) The Employee shall not have the right, authority, or ability to designate, engage or otherwise hire his/her own attorney to prosecute his/her grievance if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employee shall be taken to arbitration.

(b) If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the Employees' pay in accordance with

Exhibit "B", attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.

(c) Any disputes arising between the Union and the Employee concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.

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

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

9. Each month, the Employer shall remit to the Union all deductions for dues and initiation fees or deductions for the grievance and arbitration procedure in accordance with paragraph 6 hereof, made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the 15th day of each month, together with a list of all

employees from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted and their social security numbers. In addition, each month, the Employer shall forward to the Union a list of all employees from whom charitable contributions have been deducted in accordance with the provisions of Section 6 hereof together with the amount deducted for each employee.

10. 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.

11. The Employer agrees to make a payroll deduction once each calendar year from an Employee's pay for the District 1199C Political Action Fund upon the written authorization of any employee covered under this Agreement, and remit same to the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "D". This deduction shall be made only once per year for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

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

their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union, or the charity as the case may be.

**ARTICLE IV  
UNION ACTIVITY, ACCESS  
TO AGENCY, AND BULLETIN BOARDS**

1. Representatives of the Union, after receiving permission of the Executive Director or his designee, shall have reasonable access to the office of Employer for the purpose of administering this Agreement.

2. Delegates shall be given reasonable opportunity from time to time to investigate grievances of employees for whom they are Delegates. However, this is a privilege and must not be abused. Any abuse, including but not limited to, taking excessive time or not limiting activities to Union matters, shall be grounds for discipline. In every instance, a Delegate shall first secure the permission of his or her immediate supervisor before leaving his or her work assignments.

3. The work schedules of Employees who are Delegates shall be adjusted so far as practical to permit attendance at regularly scheduled Delegate assembly meetings, provided that the operations of Employer shall not be impaired and that Employer is given at least ten (10) days' notice of the date and time of such meetings. Employees shall not be paid during time taken off to attend such meetings. However, each current union delegate will be permitted to take one day off in each year of this Agreement for purposes of attending Delegate seminars and conferences and shall be paid for that day as if he/she had worked.

4. No Employee shall engage in any Union activity which interferes with the performance of his/her work during his/her working time, or with the performance by any other Employee of that Employee's work during his/her working time.

5. The Employer shall provide a bulletin board for the exclusive use of the Union for the purpose of posting Union notices. Such bulletin board shall be placed conspicuously and at a place readily accessible to Employees in the course of employment.

#### **ARTICLE V** **NO DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against, limit, segregate or classify any individual because of such individual's race, color, religion, sex, national origin or physical handicap.

#### **ARTICLE VI** **PROBATIONARY EMPLOYEES**

All Homemaker-Home Health Aides shall be considered probationary Employees for a period of sixty (60) days from the date of initial employment. All Clerical Employees covered by this Agreement shall be considered probationary Employees for a period of sixty (60) days from the date of initial employment.

During or at the end of the probationary period, the Employer may discharge or suspend any such Employee for any reason and such suspension or discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement.

**ARTICLE VII**  
**SENIORITY**

1. An Employee's rights under this Article shall begin upon the employee's entry into the bargaining unit.

2. Definitions:

(a) "Bargaining Unit Seniority" is defined as the length of time an Employee has been continuously employed in the bargaining unit in any capacity by Employer and is to be computed as set forth below.

(b) "Classification Seniority" is defined as the length of time an Employee has worked continuously in a specific job classification in the bargaining unit.

(c) For purposes of this Article, the job classifications shall be as follows:

- (1) Homemaker/Home Health Aides; and
- (2) Clerical Employees covered by this Agreement.

3. Accrual:

(a) An Employee's seniority shall commence with his/her entry into the bargaining unit.

(b) Bargaining Unit Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of six (6) months or the length of an Employee's continuous

employment, if the Employee is recalled into employment; and during a medical leave of up to nine (9) months.

(c) Classification seniority shall accrue during the period specified in (b) above and during the time an Employee works in a specific job classification in the bargaining unit.

(d) Regular part-time employees shall accrue seniority as set forth in (a), (b), and (c) above, pro-rated on the basis of a forty-hour week.

#### 4. Loss of Seniority:

An Employee's seniority shall be lost when an Employee:

(a) Quits, resigns or takes a job elsewhere when his/her regular work is available at Employer,

(b) Is discharged for cause.

(c) Is laid off for a period of six (6) consecutive months or a period exceeding the length of the Employee's continuous service, whichever is less.

(d) Fails to report to work following a recall from layoff or a decision of an arbitrator reinstating an Employee who was discharged within three (3) working days after being notified by telegram or certified mail at the last address in the Employer's records to return to work. The Employer shall also send a copy of the notification to return to work to the Union,

(e) Fails to return to work following the end of a leave of absence, vacation or sick leave unless the Employee presents an excuse acceptable to the Employer in writing at least three (3) days prior to the time Employee is scheduled to return, unless Employee is unable to do so because of an emergency.

(f) Is employed by another employer during a leave of absence except for military duty.

(g) Fails to return to work following a disciplinary suspension, or

(h) Is absent for seventy-two (72) consecutive hours without notifying the Employer unless the Employee presents an excuse acceptable to the Employer.

5. Application:

Classification seniority shall apply in layoffs and recalls and for scheduling vacations as herein provided; with respect to all other benefits where length of service is a factor under this Agreement, Bargaining Unit Seniority shall apply.

6. Layoff:

(a) All Delegates of the Union under this Agreement shall head the bargaining unit, departmental and classification seniority list for the duration of their term of office. At the expiration of their term of office, removal or resignation, they shall return to their regular seniority standing. Such super-seniority rights shall apply only in cases of layoff and recall. The Union agrees to notify the Employer in writing within ten days of the selection, removal or resignation of Union Delegates, and agrees that the terms of this super-seniority provision shall not apply until the Employer has been so notified.

(b) In the event of a layoff within a job classification, probationary Employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off in the inverse order of their classification seniority; however, if a part-time Employee has greater full

time equivalent seniority than a full-time Employee in the same classification who is to be laid off, the part-time Employee must be willing to accept full-time employment to continue working.

(c) In the event an Employee is scheduled to be laid off in one Job Classification and there exists a vacant position in another Job Classification which the Employee has qualifications and the ability to perform, then Bargaining Unit Seniority shall prevail in assigning such Employees scheduled to be laid off to such vacant jobs. However, no such Employee may by this provision deprive an Employee in the Job Classification where the vacancy exists of a Promotion to which the latter may be entitled under Paragraph 8 of this Article.

(d) In the event a homemaker/home health aide Employee in the bargaining unit is scheduled to be laid off, the Employer will offer that homemaker/home health aide Employee a part-time homemaker/home health aide position. If that homemaker/home health aide Employee accepts that position, the Employer will pay that homemaker/home health aide at the homemaker/home health aide's current rate adjusted for any subsequent negotiated wage changes.

7. Recall:

(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 Employees in that Classification has recall rights, then the laid off Employee with the most Bargaining Unit Seniority will be recalled if he has the qualifications or ability to do the work and if not, the next senior Employee will be recalled, and so on.

(b) Probationary Employees who have been laid off have no recall privileges.

(c) A part-time Employee on layoff shall have recall rights to a full-time position only if he or she is willing to work the required full-time schedule of hours.

8. Promotions and Transfers:

(a) Whenever a promotional vacancy occurs within a Job Classification, Employer shall post notice of the vacancy, and also provide a copy of said notice to the Union, in order to be considered for the promotion. Employees must sign a bid sheet which shall be posted with the notice. Promotions shall be awarded on the following basis: ability to do the work, physical fitness to do the work, and, if the first two factors are relatively equal, then to the bidder who has the greatest seniority in that Job Classification.

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

(c) In the event a Homemaker/Home Health Aide wishes to be considered for a bargaining unit clerical position, he or she shall submit a written application to Employer prior to the time a vacancy occurs. The application shall be placed on file, and shall be considered by Employer when a bargaining unit clerical vacancy occurs. If the qualifications of such Employee are relatively equal to the applications who are not then Employees of Employer, the position shall be awarded to such Employee.

**ARTICLE VIII**  
**HOURS**

1. Employer guarantees to pay all full-time Employees straight time pay for thirty hours per calendar week.

2. Employees shall receive two (2) days off in each full calendar week except in the event of overtime.

3. (a) The regular work week for regular part-time Employees shall not exceed five (5) days.

(b) Nothing in this agreement shall be read, however, to prohibit the Employer from allowing Employees to volunteer to work assignments on their 6th or 7th day at straight time rates (provided they have not worked forty (40) hours). Of course, the Employer may require the Employee to fully complete the assignment at straight time rates to its conclusion once the Employee has volunteered.

4. Full-time clerical Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each in each working day, as assigned by the Employer to each Employee. Such Employees shall also receive a one (1) hour lunch period. Clerical Employees who work a full half shift shall be entitled to one (1) such fifteen (15) minute rest period.

5. Employees required by Employer to be on call after the completion of forty hours of work in any calendar week shall receive fifty per cent of their regular hourly pay. If such Employees are in fact called to work, Employer guarantees to pay them for a minimum of four (4) hours of work.

6. Employees who have returned to their homes from work who are called back to work on the same day shall receive carfare to and from their place of work.

## **ARTICLE IX** **WAGES**

1. In the first year of the contract, the base wage rate shall be increased by two percent (2.0%). In the second year of the contract, the base wage rate shall be increased by two percent (2.0%).

2. The starting rate for new employees hired on or after the date of this Agreement shall be as stated in Exhibit "E".

3. The rate for 24-hour live-in assignments to Homemaker/Home Health Aides shall be one hundred and twenty five dollars (\$125.00) effective July 1, 2011.

4. Wherever in this Agreement the phrase "regular pay" appears, it shall mean the hourly rate of pay set forth in paragraphs 1 and 2 of this Article.

5. If HSMA grants a shift differential to any of its non-bargaining unit personnel to perform homemaker/home health aide service on a future, new case assignment, bargaining unit Homemaker/Home Health Aides shall be entitled to a shift differential in the same amount when performing similar work on like assignments.

6. Employees shall be paid their regular pay only for in-home service time as assigned ("hours worked"). Travel time, i.e., the necessary time spent by an Employee in actual transit between assignments during the work day, shall be paid at the federal minimum wage rate applicable at the time.

7. Paid leave benefits provided by this Agreement shall be calculated on the basis of in-home service time and paid travel time.

#### **ARTICLE X** **OVERTIME**

1. All Employees shall be paid one and one-half times their regular pay for all hours or parts of hours which the Employees are required to work by Employer which are in excess of forty hours in any calendar week.

2. The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, jury duty days, condolence days and sick leave days provided each such day shall be computed as a total number of hours equal to the Employee's average daily hours paid over the thirty (30) work days preceding the overtime week.

3. There shall be no pyramiding of overtime.

#### **ARTICLE XI** **CARFARE AND TELEPHONE**

Employees shall be reimbursed for the use of their own car in traveling to and from work at the rate per mile allowed by the United States Internal Revenue Service, provided, however, that an Employee shall use his/her own car only with prior approval of the Employer and otherwise as authorized by Employer.

All Employees entering the bargaining unit after July 19, 1983 may be required to utilize an automobile as a condition of employment for transfers between assignments (travel

time) and will receive reimbursement at the rate per mile allowed by the Internal Revenue Service when required to use the automobile for travel between assignments. HSMA and the Union shall meet and discuss the impact on the new Employees of this requirement when and if this requirement is applied.

Employees shall also be reimbursed for telephone calls made on the Employer's business.

#### ARTICLE XII HOLIDAYS

1. Employees, after the completion of their probationary period, shall be entitled to a total of twelve (12) paid holidays within each calendar year, except as otherwise provided below.

2. The twelve (12) holidays specified in Section 1 above shall be the following:

New Year's Day  
Martin Luther King's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Norman Rayford Day  
Labor Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
Two (2) Personal Days

The Personal Days referred to in this paragraph may only be taken after the Employee obtains prior supervisory approval of the days the Employee desires to take as his or her Personal Days.

All holidays recognized as federal holidays will be observed on the day of the federal holiday.

All other holidays will be observed on the date of that particular holiday.

3. Holiday pay shall be paid at the regular pay rate for a total number of hours equal to the Employee's average daily hours paid over the thirty (30) work days preceding the holidays.

4. (a) Recognizing that the Employer works 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.

(b) In the event an Employee is required to work on New Year's Day, Good Friday, Thanksgiving, or Christmas Day, he/she shall be paid at the rate of one and one-half (1-1/2) times his/her regular pay for all hours worked on such holiday, and shall, in addition, receive an additional day off, with pay equal to the amount he/she would have received if he/she did not work the holiday, within thirty (30) days of the holiday, or an amount of pay equal to the amount he/she would have received if he/she did not work the holiday in lieu thereof, as determined by the Employer. In the event an Employee is required to work on any of the other holidays specified herein, except personal days, he/she shall be paid at the rate of his/her regular pay for all hours worked on such holiday, and shall, in addition, receive an additional day off with pay equal to the amount he/she would have received if he/she did not work the holiday, within thirty (30) days of the holiday, or an amount of pay equal to the amount he/she would have received if he/she did not work the holiday in lieu thereof, as determined by an Employer.

In making the aforesaid determinations, the Employer will take into consideration the Employee's expressed preference.

(c) If a legal holiday falls during an Employee's vacation, at the option of the Employer, the vacation shall be extended by one (1) day, or the Employee shall receive the holiday pay or a day off with the holiday pay, which shall be taken within thirty (30) days of the holiday. In making the determination, the Employer will take into consideration the Employee's expressed preference.

5. Any Employee who is absent from work without an excuse acceptable to Employer the day before or the day after a holiday shall not receive holiday pay for that holiday.

#### ARTICLE XIII VACATIONS

1. (a) All Employees who have worked less than one (1) year as of May 31 of each year shall be eligible to receive a vacation with pay, with vacation time and pay to accrue based on hours worked prior to May 31 of that year on a pro-rata basis to that of the full-time [eight (8) hours per day, forty (40) hours per week] Employee; however, such Employees who leave the employ of Employer within his/her first year of employment and who otherwise are entitled to vacation pay under this Agreement shall lose the vacation time accrued during their first six (6) months of work.

(b) All other Employees shall receive vacation time in accordance with the following schedule:

Length of Service as of May 31

Less than five (5) years	Two (2) weeks [Ten (10) days]
More than five (5) years but less than ten (10) years	Three (3) weeks [Fifteen (15) days]
More than ten (10) years	Four (4) weeks [Twenty (20) days]

2. All vacation pay shall accrue on the basis of hours worked prior to May 31 of each year on a pro rata basis to that of the full-time [i.e., eight (8) hours per day, forty (40) hours per week] Employee. For example, an Employee who works at a steady eight (8) hour per day, forty (40) hour per week schedule, having a length of service as of May 31 of more than ten (10) years, would accrue up to one hundred sixty (160) hours of vacation pay.

3. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Employer. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail.

4. No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accrued from year to year and Employees will not be compensated for vacation time not taken.

5. Vacation pay shall be based upon the Employee's regular pay.

6. An Employee shall be paid his/her vacation pay before starting his vacation. An Employee may request that Employer defer vacation pay.

7. Absences due to established illness, maternity leave or injury not exceeding five (5) weeks shall be considered as time worked in determining the amount of vacation pay for Employees with from more than one (1) and up to and including but not exceeding five (5) years

of service. For employees with service beyond five (5) years, the period shall be thirteen (13) weeks. If such absence extends into an Employee's scheduled vacation period, the vacation shall be postponed and another period assigned. If disability due to illness, maternity or injury begins after an Employee commences his vacation, the original vacation shall remain in effect. Substantial proof of illness, maternity or injury must be provided by the Employee upon return to work after any absence caused by such illness, maternity or injury.

An Employee who has quit or resigned in accordance with Article XXVII (Resignation), or who has been discharged and who has not received his vacation from work with pay to which he is entitled, shall receive a vacation allowance pro-rated on the basis of paragraph 2 of this Article.

#### **ARTICLE XIV** **SICK LEAVE**

1. Sick leave is defined as the absence of an Employee from his regularly scheduled work because of illness or an injury which is non-work connected and not compensable under the Pennsylvania Workmen's Compensation Laws.

2. Upon completion of a regular full time Employee's probationary period, he shall earn paid sick leave at the rate of one (1) day for each month of continuous employment retroactive to his date of hire up to a maximum of thirty (30) days. After an Employee has been employed for one (1) year, he or she shall be entitled to borrow on his or her entitlement of successive years up to twelve (12) days annually thereafter on or after his or her anniversary date. Such leave pay shall be based on the Employee's regular pay.

3. An Employee may not accumulate more than forty (40) days of sick leave.

4. Earned and unused sick leave shall be paid upon an Employee's termination of employment. The Employer shall be reimbursed by the Employee upon such Employee's termination for any used but unearned sick leave, provided that this provision shall not apply to employees who are laid off.

5. The Employer reserves the right to require a doctor's certificate in order for an Employee to receive sick leave for absences of more than two (2) days and for days before and after weekends and holidays. An Employee to qualify for sick leave must notify his/her supervisor of his/her absence at least one (1) hour before the start of his/her regularly scheduled work day unless proper excuse is presented for the Employee's inability to call.

6. Employees will continue to earn vacation and holiday benefits while out on paid sick leave. However, holidays falling within an Employee's paid sick leave shall not be treated as a sick day.

7. An Employee on a leave of absence or on layoff shall not earn sick leave under the provisions of this Article.

8. Notwithstanding any of the foregoing to the contrary, all Employees shall only receive the sick leave benefits of this Article based on hours worked on a pro rata basis to that of a full-time [i.e., eight (8) hours per day, forty (40) hours per week] Employee.

9. Employees may use accumulated sick leave for the purposes of making visits to their physician or dentist. However, Employees must provide HSMA with one (1) calendar week's advanced notice of their intent to use such time or it may not be so used. If, as determined in the sole discretion of HSMA, the Employee can be accommodated in less time,

HSMA may permit the use of sick leave with less notice. Employees may use accumulated sick leave for the purpose of caring for their ill child or spouse.

#### **ARTICLE XV ON-THE-JOB INJURY**

1. If an Employee is injured during the course of any work day and reports the injury, Employer agrees to pay the Employee for time lost from work while receiving treatment in a clinic or in a hospital, if required on that day. 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 work day at his or her regular rate of pay.

2. Employer shall furnish to the Union the name of its Workmen's Compensation Insurance carrier and the policy number upon execution of this Agreement.

#### **ARTICLE XVI PAID LEAVE**

1. In the event of the death of an Employee's parent, legal guardian, spouse, child, brother, sister, mother-in-law, or father-in-law, grandparent, or grandchild, an Employee who has completed his/her probationary period will be allowed up to three (3) regularly scheduled days off with pay at his/her regular rate. Such three (3) days must be taken consecutively within a reasonable time of the day of death or day of the funeral and may not be split or postponed. In the event the Employee is required to travel more than one hundred (100) miles to the place of the funeral of such relative, he/she will be allowed one (1) additional regularly scheduled day off with pay at his/her regular rate. This bereavement leave, unlike

other paid leave type benefits, will be paid at the rate of eight (8) hours per day. All other types of paid leave shall be paid based on hours worked on a pro rata basis to that of a full time (eight (8) hours per day, forty (40) hours per week) Employee.

2. All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay for time lost less their pay as jurors for each work day while on jury duty, which shall not include "on call" jury time when Employees are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Personnel Office of the Employer and Employer may request that the Employee be excused or exempted from such jury duty, if in the opinion of the Employer, the Employee's services are essential at the time of proposed jury service.

#### ARTICLE XVII UNPAID LEAVE

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

1. Maternity Leave. Whenever an Employee shall become pregnant, she shall be permitted to continue to work through the term of her pregnancy, or she may leave earlier if her physician and/or the Employer's employee health physician certifies that she is unable to continue working. Maternity leave shall not exceed twelve (12) months after delivery or the termination of pregnancy, within which or at the termination of, an Employee will be entitled to return to her former position or to a comparable position.

2. Military Leave. Employees will be granted military leaves of absence in accordance with applicable law. In addition, Employees will be granted leaves of absence

without pay to attend National Guard, U.S. Reserve training camps, and other similar involuntary military obligations.

3. Union Business. A leave of absence for a period not to exceed one (1) year shall be granted to Employees with one (1) or more years of Bargaining Unit Seniority in order to accept a full time position with the Union, provided such leaves will not interfere with the operation of the Employer.

4. Medical Leave. Employees will be granted leaves of absence without pay for periods not to exceed twelve (12) months for medical reasons not caused by on-the-job injuries. Employer reserves the right to require a doctor's certificate respecting any such leaves.

5. Leave Due to On-the-Job injury. Employees who suffer an on-the-job injury for which they are entitled to receive Workmen's Compensation under the laws of the Commonwealth of Pennsylvania shall be granted leaves of absence without pay until such time as they are able to return to work. The Employer reserves the right to require doctors' certificates respecting any such leaves.

6. Personal Leave. Employees having one year of seniority or more may request leaves of absence without pay for periods up to thirty (30) days without loss of seniority, which may be granted at the sole and absolute discretion of the Employer.

7. While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay nor to accrue sick leave time or seniority, except as provided under the Seniority provision of this Agreement. When an Employee returns to work following an involuntary leave of absence, he/she shall be reinstated to his former position or a comparable position with seniority. An Employee who returns to work from a voluntary leave of absence

will be reinstated to his/her former job or another position within the same classification. As a condition of reinstatement following a leave of absence for illness, the Employer may require the Employee to receive the approval of Medical Personnel designated by the Employer's Health Service.

#### **ARTICLE XVIII PAST PRACTICES**

Unless otherwise provided in this Agreement, no past practice of the Employer shall be deemed to continue beyond the execution of this Agreement, or to be part of this Agreement.

#### **ARTICLE XIX BENEFIT FUND**

1. Employer shall contribute to the Benefit Fund of Hospital and Health Care Employees-Philadelphia and Vicinity, and shall make monthly payments based upon the previous month's payroll for bargaining unit Employees. Payments shall be due no later than thirty (30) days following the payroll month on which they are based. By way of example, an August contribution shall be based on the payroll for the month of July and shall be made no later than the 30th day of August.

Effective July 1, 2010, and continuing for the duration of this Agreement, the Employer shall continue its contribution to the Benefit Fund of Hospital and Health Care Employees-Philadelphia and Vicinity at thirty-three and nine-tenths percent (33.9%) for each

year for the two year duration of the contract, of gross payroll of the Employees in the bargaining unit for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment. Such payments shall be used by the Trustees of the Benefit Fund for the purpose of providing the Employees with social benefits; e.g., disability benefits, death benefits and hospital benefits, as the Trustees of the said Fund may from time to time determine. Contributions shall be made payable to the Benefit Fund of Hospital and Health Care Employees and shall be mailed to the Union's office in Philadelphia.

2. If a payment or payments are not made in compliance with Section 1 above, the Employer shall, from and after the due date thereof, and until full payment of arrears is made, pay interest on such arrears at the rate of one and one-half percent (1-1/2%) per month or the maximum permitted by law, whichever is less.

3. The Benefit Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding.

4. It is agreed that the Benefit Fund will provide disability benefits for the employees covered by this Agreement. In view of the assumption of this obligation by the said Fund, the Employer agrees not to make any deductions from the covered Employees' wages or

account of disability benefits. The Benefit Fund will certify the assumption of this obligation in connection with disability benefits to the appropriate State agency and to the Employer.

5. An independent audit of the Benefit Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

## **ARTICLE XX** **PENSION FUND**

1. The Employer shall contribute to the Pension Fund for Hospital and Health Care Employees-Philadelphia and Vicinity, and shall make monthly payments based upon one hundred percent (100%) of the previous month's payroll for bargaining unit employees. Payments shall be due no later than thirty (30) days following the payroll month on which they are based. By way of example, an August contribution shall be based on the payroll for the month of July and shall be made no later than the thirtieth (30th) day of August.

Effective July 1, 2010, and continuing for the duration of this agreement, the Employer will pay the contribution rate of 7.938% as reflected in the letter dated April 19, 2010 from the Pension Fund for Hospital and Health Care Employees - Philadelphia and Vicinity until December 31, 2010. Thereafter, the Employer will pay the contribution rate of 9.85% for all work performed after December 31, 2010.

Such payment shall be used by the Trustees of the Pension Fund for the purpose of providing pension or retirement benefits to the employees as the Trustees of the said fund may from time to time determine.

2. If a payment or payments are not made in compliance with Section 1 above, the Employer shall, from and after the due date thereof, and until full payment of arrears is made,

pay interest on such arrears at the rate of one and one-half percent (1.5%) per month or the maximum permitted by law, whichever is less.

3. The Pension Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the Employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.

4. Such 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.

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

6. The Employer's obligation with respect to contributions to existing pension plans and the Pension Fund established hereunder shall not exceed the greater of the contribution required hereunder or the present cost of such existing plans to the Employer per Employee. The parties shall meet to study existing pension plans for the purpose of protecting Employee rights thereunder and providing for an orderly transfer of Employees into the Pension Fund hereunder. Any disagreement regarding implementation of these provisions shall be subject to arbitration hereunder.

**ARTICLE XXI**  
**ENFORCEMENT ARTICLE**

1. The Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Funds and/or to enable the Funds to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to Articles XIX and XX of this Agreement.

2. Upon reasonable advance notice the Employer agrees to make available to the Funds such records of employees as classifications, names, social security numbers and accounts of payroll and/or wages paid which the Funds may require in connection with the sound and efficient operation of the Funds or that may be so required in order to determine the eligibility of employees for Fund benefits, and to permit Accountants for the Funds to audit such records of the Employer.

3. In the event that an Employer fails to make payments of contributions as required by Articles XIX and XX there shall be expedited arbitration thereof before an impartial arbitrator pursuant to the provisions of Article XXXIII (Arbitration). The arbitrator is hereby empowered to:

(a) direct the remedying of such violations up to the date of the hearing that have not been cured;

(b) direct that there shall be no further violations of such provision(s) of these Articles;

(c) where there has been a previous Award made by the Arbitrator during the life of this Agreement that the Employer has failed to make payment of contributions as required by Articles XIX and/or XX, the Arbitrator shall have the power to compel the

Employer to furnish the Funds with a Commercial Surety Bond sufficient to guarantee payment to all of the Funds for a three (3) month period, such Bond to be maintained during the balance of the life of the contract.

4. In the event that the Trustees of the Fund(s) have terminated benefit coverage or pension credits to Employee(s) because the Employer has failed to comply with the contribution requirements of Articles XIX and/or XX, and a final binding arbitration decision has been rendered which the Employer has refused to obey, then the Employer shall be directly liable to the affected Employee(s) for benefits to which the Employees would otherwise be entitled under the Funds; the amount of any benefits directly paid by the Employer pursuant to this paragraph may not be credited or offset by the Employer against the amounts due the Fund(s) in accordance with Articles XIX and XX. However, in the event that the Employer pays all past due contributions, interest, costs and expenses as provided in this Article, it shall be entitled to a credit equal to 65% of the actual audited benefits paid directly but shall in addition be liable for the costs of auditing such direct payments in the amount of 15% of such amount.

#### **ARTICLE XXII** **LEGAL SERVICES FUND**

1. The Employer shall contribute a monthly sum of ten cents (\$.10) per hour for each hour paid for all Employees covered by this Agreement who have satisfactorily completed their probationary period to a jointly administered group legal service trust fund to be known as District 1199C, National Union of Hospital and Health Care Employees Group Legal Services Fund (hereinafter referred to as the "Fund").

2. Such contributions shall be used by the Trustees of the Fund for the purpose of providing the employees with legal services and related benefits, as the Trustees of the Fund may from time to time determine.

3. Such payments by the Employer shall be made monthly based upon the previous month's payroll. By way of example, an August contribution shall be based on the payroll for the month of July.

4. The Fund shall be held and administered under the terms and provisions of an Agreement and Declaration of Trust, and any amendments thereof, which shall provide for equal representation by the Union and the Employers contributing to said Fund. Any dispute whatsoever that may arise or deadlock that may develop between or among said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, or provided for by applicable law, and his decision shall be final and binding.

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

6. Together with the periodic payments herein provided, the Employer shall submit regular monthly reports to the Fund in such form as may be necessary for the sound and efficient administration of the Fund. Such regular monthly reports shall, at a minimum, include employees' names, classifications, dates of hire, hours of work, Social Security numbers, base and gross wages or salaries paid to employees, date of termination of leave, and such other information as may be required by law or by the Fund to determine eligibility of employees for

benefits. The Employer agrees to permit the Fund accountant to audit its records to verify the accuracy of its payments.

7. All payments due in connection with the Fund shall be due not later than thirty (30) days following the payroll month on which they are based. If a payment or payments are not made in compliance with this Article, the Employer shall, from and after the due date thereof, and until the full payment of arrears is made, pay interest on such arrears at an annual prime rate of interest as determined by Girard Bank of Philadelphia.

8. The Fund shall be operated at all times pursuant to the provisions of Section 302 of the National Labor Relations Act as amended, and all prevailing federal and state laws as well as the Canons of Professional Ethics governing the operation of group legal services program. No funds contributed by the Employer pursuant to this Article shall be used to finance litigation by employees of the Employer against the Employer or the Union.

#### **ARTICLE XXIII** **UNIFORMS AND EQUIPMENT**

1. Homemaker/Home Health Aides shall be furnished four (4) uniforms in their first year of employment, and five (5) new uniforms in each year of employment thereafter, by the Employer at no cost to the Employees.

2. The Employer and the Union will form a committee to meet and discuss any issues which may arise related to uniforms.

**ARTICLE XXIV**  
**MISCELLANEOUS**

1. Employer agrees that supervisors who are excluded from the bargaining unit shall not perform bargaining unit work except in the event of a bona fide emergency or on a temporary basis.

2. In the event Employer proposes to change the existing Fidelity Bond covering the Employees, Employer shall notify the Union and meet and discuss the proposed changes with the Union.

3. An Employer-Union Patient Care Committee will meet each six (6) months to discuss matters related to patient care.

4. Employer agrees to inform the Union of any extraordinary hazards which Employees may come in contact with in the course of performing assigned duties. HSMA and the Union agree to meet and discuss these hazards when appropriate but neither party shall be required to come to any agreement as a result of such discussions.

5. The Employer shall notify the Union of any change in state certification requirements for homemaker/home health aide positions within a reasonable time of HSMA's knowledge of the same. HSMA and the Union shall then negotiate concerning the scope and extent of the parties' responsibilities to provide additional training to HSMA's homemaker/home health aides.

**ARTICLE XXV**  
**MANAGEMENT RIGHTS**

Without limitation thereto, Employer retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operation; to discontinue, to reorganize or combine any Department or Branch of operations notwithstanding any consequent reduction or other changes in the working force; to hire and layoff Employees; to promulgate rules and regulations; to introduce new or improved methods 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, but none of these rights shall be exercised in a manner inconsistent with the terms of this Agreement. Management rights shall extend to any matter not covered by this Agreement.

**ARTICLE XXVI**  
**PERSONNEL PRACTICES**

Minor infractions. All minor infractions on an Employee's record shall be cleared after one (1) year, provided that the one (1) year shall be free of related infractions.

**ARTICLE XXVII**  
**DISCHARGE AND PENALTIES**

1. Employer shall have the right to discharge, suspend or discipline any Employee for cause.
2. Employer will notify the Union in writing of any discharge or suspension within two (2) working days from the time of discharge or suspension. If the Union desires to

contest the discharge or suspension, it shall give written notice thereof to Employer within five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures set forth in this Agreement, however, commencing at Step 3 of the grievance procedure.

3. If the discharge of an Employee results from conduct relating to a recipient of the services provided by Employer, and such person does not appear at the arbitration, the arbitrator shall not consider the failure of such person to appear as prejudicial.

#### **ARTICLE XXVIII RESIGNATION**

1. An Employee who resigns or otherwise voluntarily terminates his/her employment shall give Employer two weeks' advance written notice.

2. An Employee who gives notice as provided above shall be entitled to receive payment for unused vacation time and sick leave accrued to the effective date of the resignation. If notice is not given as provided above, an Employee shall not be entitled to such payment unless it was not possible for the Employee to give notice because of health reasons.

3. An Employee upon his or her resignation shall return to Employer any uniforms or equipment provided by the Employer.

**ARTICLE XXIX**  
**NO STRIKE OR LOCKOUT**

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

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, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of Employer, or ratify, condone or lend support to any such conduct or action.

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

- (a) Publicly disavow such action by the Employee;
- (b) Advise Employer in writing that such action by Employees has not been called or sanctioned by the Union;
- (c) Notify Employees of its disapproval of such action and instruct each Employee to cease such action and return to work immediately;
- (d) Post notices at Union bulletin boards advising that it disapproves such action, and instructing Employees to return to work immediately.

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

5. This Article shall not apply when an arbitrator has found the Employer guilty of a violation of Article III (check-off) and/or Article XIX (benefit fund), and/or Article XX (pension fund), if the arbitrator's decision has become final and binding and the Employer has refused to abide by that decision.

### **ARTICLE XXX ASSIGNMENT OF WORK**

HSMA will make case assignments in accord with the principle of continuity of care for patients without limiting HSMA's recognized management right to assign work so as to render quality and efficient homemaking and home-health aid to its clients and in an orderly manner. The parties recognize that the scheduling of service and assignment of personnel to perform such service is a unique function and right of HSMA, including consideration of many variables.

HSMA agrees, however, that every six (6) months, HSMA will engage in the reassessment of its assignment of bargaining unit employees to perform homemaker/home-health aide as respects those cases of a chronic care, long-term nature only. In reassessing those assignments, HSMA will take into account the classification seniority of the assigned employees when considering whether assignments should be altered.

Further, HSMA agrees that within the first thirty (30) days after a new long-term care case assignment has been made to a junior bargaining unit Employee, HSMA shall transfer that assignment to the more senior aide, then having lesser hours per week than the junior aide, who is available to perform the assignment or is closest to the assignment.

The parties recognize that there may be special cases where such factors as the skill and ability of the aide, or client preferences as needs, as determined in the professional judgment of HSMA, will be determinative factors in making case assignments or adjustments.

While it is recognized that HSMA cannot guarantee preferences in scheduling of work to any one group of its personnel, HSMA will consider the employees' length of service in the bargaining unit when making an initial assignment of unit personnel to a case involving four (4) continuous hours of service in a workday. This shall not be read, however, to limit the Employer's discretion in scheduling personnel in accord with the availability of personnel, customer requests, operational efficiencies and other valid interests of HSMA or its customers. Prior to requiring any bargaining unit employee to work evening and weekend assignments HSMA will attempt to seek personnel outside the bargaining unit to cover such work.

**ARTICLE XXXI**  
**EFFECT OF LEGISLATION - 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 provisions of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate 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 XXXII**  
**GRIEVANCE PROCEDURE**

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 of in the following manner:

Step 1. Within five (5) days (except as provided under the Discharge and Penalties Article of this Agreement), an Employee having a grievance and his Union representative shall take it up with his immediate supervisor at a grievance hearing. Employer shall give its answer to the Employee and his Union 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 Union representative, and presented to the Executive Assistant or his designee at a grievance hearing at which the grievant, his Union representative and the designee of the Employer may be present.

Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in this step to the Executive Director, or his designee at a grievance hearing attended by the grievant, his Union representative and the Executive Director or his designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this step.

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

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within five (5) working days of the discharge or suspension.

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

2. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

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

#### **ARTICLE XXXIII ARBITRATION**

1. A grievance, as defined in the Grievance Procedure provision, which has not been resolved thereunder may, within thirty (30) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by 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.

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

3. The award of an arbitrator hereunder shall be final, conclusive and binding upon Employer, the Union and the Employees.

4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of the Grievance Procedure provision, and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

**ARTICLE XXXIV**  
**EFFECTIVE DATES AND DURATIONS**

This Agreement shall be in full force and effect for the period commencing July 1, 2010 and ending 12:00 a.m. (Midnight) on June 30, 2012. This Agreement may be terminated by either party by giving written notice of its intention at least six (6) months prior to the termination date. If not terminated as provided herein, the Agreement shall automatically renew for successive one (1) year periods unless at least six (6) months before any renewal date, a party gives notice of its intent to terminate on the renewal date.

NATIONAL UNION OF HOSPITAL  
AND HEALTH CARE EMPLOYEES,  
AFSCME, AFL-CIO and its  
affiliate DISTRICT 1199C

By: 

HOMEMAKER SERVICE OF THE  
METROPOLITAN AREA, INC.

By: 

Executive Director

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**EXHIBIT "E"**

**WAGES**

	<b>Effective <u>7/1/10</u></b>	<b>Effective <u>7/1/11</u></b>
<b>a. Homemaker/Home Health Aide</b>	<b>\$11.37</b>	<b>\$11.60</b>
<b>b. Clerical</b>	<b>\$10.90</b>	<b>\$11.12</b>