

**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, 2005 - June 30, 2010

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AGREEMENT

THIS AGREEMENT made and entered into this 27th day of June, 2005, by and between **HOMEMAKER SERVICE OF THE METROPOLITAN AREA, INC.**, Philadelphia, Pennsylvania (hereinafter referred to as "HSMA"), and the **NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO**, and its affiliate **DISTRICT 1199C** (hereinafter the "Union"), for the benefit of certain defined employees of HSMA.

ARTICLE I **SCOPE OF AGREEMENT**

1. This Agreement shall apply only to those of HSMA's hourly employees hired or assigned to directly engage in providing attendant care in HSMA's program pursuant to the contract awarded to HSMA by the Pennsylvania Department of Public Welfare (Attendant Care Contract) for providing attendant care services (hereinafter "program employees").

2. It is stipulated by the parties that all work performed in this program pursuant to such contract is not bargaining unit work covered by the collective bargaining agreements between the parties for HSMA's homemaker-home health aides, PCA staff or choreworkers, and that program employees are not included in those bargaining units.

ARTICLE II
CHECK-OFF PROVISIONS

1. The parties recognize that a collective bargaining agreement exists between the parties and that the program employees unit is an integral part of IISMA's operations.

2. The parties agree that the program employees as defined in Section 1 above shall be covered under the special arrangement negotiated between the parties and that all such program employees shall be required to become members of the Union and maintain their membership in the Union as a condition of employment during the term of this Agreement, to the extent permitted by applicable law.

3. On receipt of a written authorization from a program employee, IISMA shall, pursuant to such authorization, deduct from the wages due said employee each month and remit to the Union regular monthly dues and initiation fees as fixed by the Union. In the event of changes in these amounts fixed by the Union, HSMA agrees to make the revised deduction upon thirty (30) days written notice from the Union. HSMA shall be relieved from making such deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by this Agreement, or (c) layoff from work, or (d) agreed leave of absence. HSMA agrees to furnish the Union with the names, addresses, social security numbers and dates of hire of all program employees as well as the names of any employee terminated, transferred to a job not covered by this Agreement, laid-off, or placed on leave of absence.

ARTICLE III
WAGES AND HOURS

1. In the first year of the contract, the base wage rate shall be increased by three percent (3.0%). In the second year of the contract, beginning July 1, 2006, the base wage rate shall be increased by three percent (3.0%). In the third year of the contract, beginning July 1, 2007, the base wage rate shall be increased by three percent (3.0%). In the fourth year of the contract, beginning July 1, 2008, the base wage rate shall be increased by three percent (3.0%). In the fifth year of the contract, beginning July 1, 2009, the base wage rate shall be increased by three percent (3.0%). Paychecks for employees shall identify overtime hours.

2. Effective July 1, 2005, the new base wage rate for Employees who have completed their probationary period shall be \$8.96. Effective July 1, 2006 the new base wage rate for Employees who have completed their probationary period shall be \$9.23.

3. The rate for 24-hour live-in assignments to Homemaker/Home Health Aides shall be ninety dollars (\$90) effective July 1, 2000.

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 HISMA grants a shift differential to any of its non-bargaining unit personnel to perform attendant care service on a future, new case assignment, bargaining unit Attendants 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 of five dollars and fifteen cents (\$5.15) per hour.

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

8. Employees shall be given every other weekend off. However, any employee may volunteer to work more frequently on weekends. Once an employee has voluntarily accepted an assignment on such weekends, the employee must continue to fulfill that assignment to its conclusion.

9. All program employees shall be considered probationary employees for a period of sixty (60) days from the date of their initial employment in the program to which this Agreement applies. During or at the end of the probationary period, the Employer may discharge or suspend any such Employee for any reason, such suspension or discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement, and the Employee shall forfeit any accrued paid leave. All employees new to the attendant care program shall receive a base wage equal to \$0.25 less than the job or regular rate of pay for the duration of the probationary period, after which time the employee, if continuing in service, will be eligible for the job or regular rate.

10. HSMA will consider the employees' length of service in the program when making an initial assignment of program personnel to a case. This shall not be read, however, to limit HSMA's discretion in scheduling employees consistent with personnel availability, customer requests, operational efficiencies and other valid interests of HSMA and its customers.

11. Employee certificates shall be distributed to employees within two (2) weeks of the employee's successful completion of all requirements for such certificates.

12. HSMA will provide employees with information on clients that is necessary for employees to know to properly service the client that HSMA has in its possession.

ARTICLE IV **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, if worked, and paid 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 V **PAID LEAVE**

1. Program employees shall be eligible to accrue up to fifty (50) hours of paid leave. Accrual shall be on a pro rata basis, at their regular rate of pay. Accrual commences from an employee's date of hire but no part of accrued leave can be utilized until after the employee has completed four (4) full months of work. A portion of the employee's entitlement to paid leave, if any, may be charged to the employee for any absence or tardiness as HSMA shall determine in its discretion. An employee shall not be entitled to monetary payment on account of any unused paid leave, except that the equivalent of any unused paid leave will be paid to an

employee upon his/her successful completion of the program. Unpaid Family Leave will be provided to employees in accordance with applicable federal law and regulations.

ARTICLE VI **FUNERAL LEAVE**

In the event of the death of an Employee's parent, legal guardian, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent or grandchild, an Employee who has completed his/her probationary period will be allowed to take up to three (3) regularly scheduled days off on a pro-rata basis 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.

ARTICLE VII **HOLIDAYS**

1. Program employees shall be paid at time-and-a-half their regular rate of pay for all hours worked on Martin Luther King's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Norman Rayford Day, and, for each hour worked on a holiday, the employee is entitled to an hour of paid leave at straight-time rates, all of the above on the condition that the employee shall have worked and completed all assignments given to him/her on the days before and after the holiday in which work has been made available to the employee. Employees should expect that they will be assigned to work on holidays. HSMA will cause holiday work to be distributed on an equitable basis. If an employee works a holiday, the employee will be given another day off within thirty (30) days after the holiday worked.

ARTICLE VIII
NO DISCRIMINATION

1. 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 IX
CARFARE AND TELEPHONE

1. 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.

2. 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.

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

ARTICLE X
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, 2005, and continuing for the first year of this Agreement, the Employer shall initiate and continue its contribution to the Benefit Fund of Hospital and Health Care Employees-Philadelphia and Vicinity at thirty-three percent (33.0%) of gross payroll of the Employees in the bargaining unit who work and get paid an average of 40 hours per week for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment. Employer shall respectively contribute thirty-three percent (33.0%) in the second year of this agreement and thirty-three percent (33.0%) in the third, fourth and fifth years of this agreement, payments in the preceding sentence shall be of gross payroll of the Employees in the bargaining unit who work and get paid an average of forty (40) hours per week for the preceding month exclusive of amounts earned by the Employees during the first (2) months following the beginning of their employment. Paid travel time and paid leave will be included in hours worked per week. 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 arrearage is made pay interest on such arrearage 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 on 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.

6. Employees shall be permitted to contribute to a 403(b) annuity plan which Employer has with Mutual America. This is an open enrollment plan. Contributions are voluntary and are made only by Employees.

7. Bonus payments are not being made a part of this agreement since a Benefit Fund is included.

ARTICLE XI
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 Fund and/or to enable the Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Benefit Fund Article of this Agreement. (Article X).

2. Upon reasonable advance notice the Employer agrees to make available to the Fund such records of employees as classifications, names, social security numbers and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient operation of the Fund 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 the Benefit Fund Article there shall be expedited arbitration thereof before an impartial arbitrator pursuant to the provisions of Article XVIII (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 the Benefit Fund Article, the Arbitrator shall have the power to compel the

Employer to furnish the Fund with a Commercial Surety Bond sufficient to guarantee payment to the Fund 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 have terminated benefit coverage to Employee(s) because the Employer has failed to comply with the contribution requirements of the Benefit Fund Article, 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 Fund; 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 in accordance with the Benefit Fund Article. 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 XII **LEGAL SERVICES FUND**

The Employer shall contribute a monthly sum of fifteen cents (\$.15) 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"). For the purpose of this benefit only, twenty hours per week of work completed by attendants shall be considered as full time employment.

ARTICLE XIII
UNIFORMS

1. Attendants 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.

ARTICLE XIV
MANAGEMENT RIGHTS

Without limitation thereto, Employer retains the exclusive right to hire, direct and schedule the working force; to direct and control operations; 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 XV
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 the 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 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 the 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 XVI **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 II (check-off) and/or Article X (the Benefit Fund Article), if the arbitrator's decision has become final and binding and the Employer has refused to abide by that decision.

ARTICLE XVII **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, 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 shall 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.

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 XVIII
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.

AGREEMENT XIX
WHOLE AGREEMENT

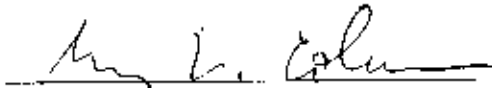
1. The parties recognize that this Agreement supersedes all prior agreements and understandings between the parties and shall govern their entire relationship with respect to the program employees, and shall be the sole source of any and all rights which may be asserted, including the effects of the program's termination. The Union waives any rights to negotiate or to bargain with respect to any matters not contained in this agreement.

ARTICLE XX
DURATION OF AGREEMENT

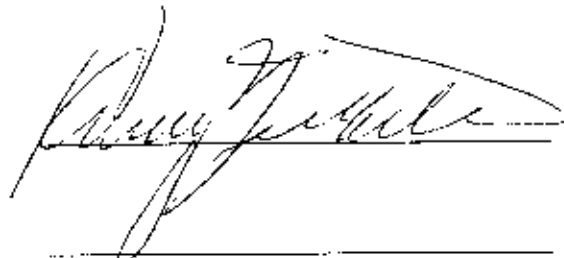
1. This Agreement shall be in full force and effect for the period commencing July 1, 2005 and ending 12:00 a.m. (Midnight), June 30, 2010, at which time it will automatically and finally expire. The parties shall have the option to extend this Agreement for an additional ninety (90) days. Thereafter, the parties will meet, prior to the expiration of this Agreement, to evaluate the continued commitment of the Pennsylvania Department of Public Welfare to this program, and if such a commitment exists and HSMA decides to continue its participation in this program, the parties agree to meet to negotiate a new Agreement to succeed this Agreement.

HOMEMAKER SERVICE OF THE
METROPOLITAN AREA, INC.

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



Executive Director



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