

**LABOR AGREEMENT**

**BETWEEN**

**PLYMOUTH HOUSE, INC.**

**AND**

**NATIONAL UNION OF HOSPITAL AND HEALTHCARE EMPLOYEES**

**AFSCME, AFL-CIO, DISTRICT 1199C**

**OCTOBER 1, 2005 THROUGH SEPTEMBER 30, 2010**

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE I Recognition.....	1
ARTICLE II Union security .....	2
ARTICLE III check off.....	2
ARTICLE IV no discrimination .....	5
ARTICLE V union activity.....	5
ARTICLE VI probationary employees.....	5
ARTICLE VII seniority .....	6
ARTICLE VIII wages and minimum .....	9
ARTICLE IX hours.....	9
ARTICLE X overtime.....	10
ARTICLE XI resignation/termination benefits .....	10
ARTICLE XII holidays.....	10
ARTICLE XIII vacations.....	12
ARTICLE XIV sick leave.....	12
ARTICLE XV paid leave.....	13
ARTICLE XVI unpaid leave .....	14
ARTICLE XVII Management rights .....	15
ARTICLE XVIII employment service.....	15
ARTICLE XIX discharge and penalties .....	15
ARTICLE XX no strike or lockout.....	16
ARTICLE XXI grievance procedure .....	16
ARTICLE XXII Arbitration .....	17
ARTICLE XXIII effect of legislation-separability.....	18
ARTICLE XXIV miscellaneous.....	18
ARTICLE XXV health and welfare .....	19
ARTICLE XXVI effective dates and duration .....	19

THIS AGREEMENT, made and entered into this \_\_\_ day of October, 2005 by and between PLYMOUTH HOUSE, INC. (hereinafter called the "Employer") and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, and its affiliate DISTRICT 1199C, with its office at 1319 Locust Street, Philadelphia, PA 19107 (hereinafter called the "Union"), acting herein on behalf of the Employees of the said institution as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

### WITNESSETH

WHEREAS, the Employer recognized the Union as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and,

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

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

### ARTICLE I RECOGNITION

1. a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all the employees in the following bargaining unit: all full-time and regular part-time certified nursing assistants, dietary employees, housekeeping employees, laundry employees, maintenance employees, recreation aides, rehabilitation aides and cooks.  
  
b) Excluded from the aforesaid bargaining unit are all other employees including office clerical employees, confidential employees, LPNs, RNs, Department Heads, Administrator, Director of Nursing, Assistant Director of Nursing and guards and supervisors, as defined by the Act.  
  
c) A temporary employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an absent employee. The said three (3) month period may be extended for the length of time necessary to replace the absent employee, with the consent of the Union, which shall not be unreasonably withheld. Temporary employees will become members of the Union after completion of three months of service.
2. Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article I, Section 1 hereof.
3. At the time a new employee subject to this Agreement is hired, the Employer shall deliver to said employee a written notice that the Employer recognizes and is in

contractual relations with the Union and quoting or paraphrasing the provision of Articles II and III of the Agreement.

4. A regular part-time employee shall be defined as an employee who works more than forty (40) hours but less than sixty (60) hours in a pay period. All such employees shall receive half (1/2) benefits of full-time employees' entitlement, exclusive of health insurance.

## **ARTICLE II UNION SECURITY**

1. All employees on the active payroll as of the effective date of the 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 and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
3. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he tenders his periodic dues and initiation fees uniformly required as a condition of membership.
4. Subject to Article XXIV, an employee who has failed to maintain membership in good standing as required by this Article, within twenty (20) calendar days following receipt of a written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.
5. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer through the operation of this Article.

## **ARTICLE III CHECK OFF**

1. Upon receipt of a written authorization from the 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 first thirty (30) working days of employment, 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 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. It is agreed that after receipt of such notice, if the Employer is unable to comply with such request (example: 3<sup>rd</sup> party Payroll Administration) additional time to comply with the request will not be unreasonably denied to the Employer by the Union.
3. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.
4. Any member 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 or remain a member of the Union as a condition of employment.
5. Such employees shall be required, as a condition of 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 sums equal to the initiation fee and regular dues of the Union as provided herein. Such sums shall be checked/deducted from/off by the Employer from the employee's pay at the same time and in the same amount as initiation fees and dues are and remitted by the Employer to the charity designated by the employee from the list above. Such designation shall be made in the form annexed hereto as Exhibit "C".
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.
  - b) The employee shall not have the right, authority, or ability to designate, engage or otherwise hire his own attorney to prosecute his grievance if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such employees shall be taken to arbitration.
  - c) If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the employee's 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.
  - d) Any disputes arising between the Union and the employee concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.

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 enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by Sections 1, 4, and 5 hereof. These provisions, however, shall not relieve any employees of the obligation to make the required dues and initiation payments pursuant to the Union Constitutions in order to remain in good standing, except as provided in Sections 4 and 5.

8. The Employer shall not be required to make dues deductions or charitable deductions of any kind from any employee, who, during any dues month involved, shall have failed to receive 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 Section 6 hereof, made from the wage of employees for the preceding month, and forward said payment to the Union on or before the 15<sup>th</sup> 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, their 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 payroll deductions once each calendar month 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 a month for those employees in the bargaining unit authorizing the deduction. The Employer shall remit this 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 implementation 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 any 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 NO DISCRIMINATION**

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

#### **ARTICLE V UNION ACTIVITY**

1. A representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or employees, and for the purposes of administering this Agreement. Prior to any such conference, the Union agrees to give the Employer notice thereof and such conference shall be arranged to the satisfaction of both parties. When a Union representative enters the premises of the Employer, he shall notify the Administrator or other person in charge of his visit, so that his activities do not interfere with resident care or the efficient operation of the business of the Employer. The Employer shall provide enclosed Bulletin Boards, which shall be used for the purpose of posting proper union notices. Such Bulletin Boards shall be placed conspicuously and at places readily accessible to workers in the course of employment.
2. Up to a maximum of five (5) employees who serve as a Union Delegate shall be granted two (2) days off per year with pay to attend Union seminars and other Union functions which require delegate attendance.

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

1. Newly hired employees during the terms of this Agreement shall be considered probationary for a period of ninety (90) calendar days from the date of employment excluding time loss for sickness and other absences.
2. During or at the end of the probationary period, the Employer may discharge any such employee at will such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

## ARTICLE VII SENIORITY

### 1. Definition

- a) Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any capacity by the Employer.
- b) Classification seniority shall be defined as the length of time an employee has worked continuously in a specific job classification within a department.

### 2. Accrual

- a) An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the date of his/her last hire.
- b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months, for employees with nine (9) months or more of seniority or for the period of maternity leave; during an authorized leave of absence with pay and during a sick leave of up to six (6) months. Benefits will not be accrued or paid during such a leave, except payment for earned vacation.
- c) Classification seniority shall accrue during the periods specified in (b) above and during the time an employee works in a specific job classification.
- d) Temporary employees, as defined in Article I, paragraph 1(b) shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employees become a permanent employee, the his seniority shall be retroactive to the date of employment.
- e) A yearly seniority list shall be provided to the Union by the Employer for all locations covered by this Agreement.

### 3. Loss of Seniority

An employee's seniority shall be lost when he/she:

- a) is terminated voluntarily;
- b) is discharged for just cause;
- c) is laid off for a period of one (1) year;
- d) fails to return to work on the day following the expiration of a leave of absence or vacation, unless the employee presents an excuse acceptable to the Employer, provided that this provision shall not be construed as authorizing absence for any period;
- e) the employee fails to return from a layoff within two (2) days after receipt of a certified letter from the Employer offering reinstatement, unless otherwise agreed

to by the parties. A copy of the letter shall also be sent by the Employer to the local office of the Union at 1319 Locust Street, Philadelphia, PA 19107;

- f) the employee is absent from work for two (2) consecutive working days without prior and proper notification to the Employer;
- g) takes another job during his/her normal working hours without written permission of the Administrator and
- h) falsifies the reason for a leave of absence, whether such leave is paid or unpaid.

4. Application

- a) Bargaining unit seniority shall apply in any computation and determination for eligibility for all benefits where length of service is a factor pursuant to this agreement and
- b) Classification seniority applies in layoffs and recalls and for scheduling of vacations as herein provided.

5. Temporary Transfer

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

6. Layoff

- a) In the event a layoff becomes necessary within a job classification probationary employees with that job classification shall be paid off first without regard to their individual period of employment. Non-probationary employees shall be next to be laid off on the basis of their classification seniority.
- b) In the event an employee is scheduled to be laid off in one department and there exists a vacant position in another department which the employee, in the sole discretion of the Employer, has the ability to perform, bargaining unit seniority shall prevail in assigning such employee scheduled to be laid off to such vacant job. This provision is not intended to circumvent paragraph 8 of this Article.

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 employee in that classification has recall rights, then the laid off employee with the most bargaining unit seniority will be recalled, if

he has the ability to do the work, in the sole discretion of the Employer, 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.
8. It is agreed in principle that for the purpose of applying seniority to recalls and to vacant positions and to layoffs, employees in job classifications of similar types and requiring similar skills shall be grouped together.
9. Promotions
- a) Where a promotion vacancy in a bargaining unit job occurs, the Employer shall promote the employee with the greatest seniority, unless as between or among the employees who bid for the vacancy therein is an appreciable difference in their ability to do the job, in the sole discretion of the Employer. Disputes under this provision shall be subject to the grievance and arbitration provisions of this Agreement.
  - b) An employee who is promoted shall serve a forty-five (45) days probationary period on the new job as a new hire. If he is removed from the new job for performance reasons during the probationary period, he shall return to his former job, if the former job is available, or another vacancy in a comparable position, without loss of seniority or other benefits, excepting that if he is discharged his rights shall be subject to Article XXI of this Agreement.
10. The seniority list of employees will be posted by the Employer in the facility. If any employee disputes any seniority dates shown on such list, such dispute shall be handled through the grievance procedure, except that the time for presenting any such grievance shall be extended to thirty (30) calendar days after the date on which those dates first appear on a list posted by the Employer. If an employee is on an approved Leave, he/she will have thirty (30) days upon his/her return to contest the posted seniority date. The Employer shall update the seniority list not less frequently than once every six (6) calendar months. The Employer will furnish the Union with a copy of the seniority list and each update thereof.
11. Disputes under this Article shall be subject to the grievance and arbitration provision of this Agreement.
12. All delegates of the Union under this Agreement shall head the bargaining unit, departments and classification seniority lists for the duration of their terms of office. At the expiration of their terms of office, or removal or resignation, they shall return to their regular seniority standing. Such superseniority fights shall apply only in cases of layoff and recall.

## **ARTICLE VIII WAGES AND MINIMUM**

1. See attached Appendix A (Wage Schedule).
2. All employees who, at the time of this Agreement goes into effect and during the term of this Agreement, and after application of the increase herein before provided, have not reached the Federal Minimum Wage Act then, in effect, shall receive such additional wage increases as are required to meet the then-prevailing minimum wage.
3. No employee shall be paid below the minimum effective rate for his or her classification.
4. No employee will be hired below the minimum effective rate for his or her labor grade or classification.
5. Employees, when required to work at a higher rated bargaining unit job, will be paid their rate or the minimum rate for the higher job, whichever is higher.
6. If the Employer should establish a new position or change the duties of any employee to such an extent that the employee's work does not fall within any classifications covered by this Agreement and yet involves duties which render the employee subject to this Agreement, the wage rate of such employee will be determined by negotiations between the Union and the Employer. If the parties are unable to agree on a wage rate, the matter will be submitted to arbitration.

## **ARTICLE IX HOURS**

1. This Article shall not be construed as a guarantee of hours of work per day or per week.
2. The regular work week for full time employees shall consist of thirty seven and one-half (37 1/2) hours or more per week. The regular work week for part time employees shall not exceed five (5) days. Employees shall receive two (2) days off in each full calendar week except in the event of overtime.
3. All employees after one year of service shall receive every other weekend off.
4. Full time 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. Employees who work a full half shift shall be entitled to one (1) fifteen (15) minute rest period.
5. In the event that the Employer wishes to permanently change an employee's starting time, the Employer shall notify the employee in writing of such change two (2) weeks in advance. In the event that the Employer wishes to temporarily change an employee's starting time, due to some emergency or other condition beyond Employer's control, no advance written notice is necessary but the Employer will attempt to notify the employee as far in advance as possible. This position shall not apply to probationary employees.
6. An employee who reports for work at the start of his regularly assigned shift without being notified not to report shall, in the event no work is available, be compensated by

payment of a total of four (4) hours pay at the regular hourly rate of pay, or the employee may be assigned other work to do that he can perform at his applicable rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or other condition or cause beyond the control of the Employer.

7. No employees will be required to work more than seven (7) consecutive days.
8. Employee will be paid for time spent in mandatory in-service. All employees are required to attend mandatory in-services.

#### **ARTICLE X OVERTIME**

1. Employees shall be paid one and one-half (1 -1/2) times their regular straight time hourly rate for authorized time worked in excess of the normal work day or in excess of the normal work week. All employees working overtime where shift differential is considered as regular wages will be entitled to shift differential premium.
2. The Employer will endeavor to assign on an equitable basis "on-call" duty and required pre-scheduling overtime among qualified employees. When a vacancy occurs within twenty-four (24) hours of the scheduled shift and overtime is required, the company will seek volunteers on the shift prior to the vacancy and/or volunteers from a list of employees that have signed up for overtime work. This list is to be posted daily for volunteers to work overtime if needed. If no volunteers are secured, overtime will be mandated. Employees, however, will be allowed one (1) written refusal to work mandated overtime per quarter for valid reasons provided to the supervisor without disciplinary penalty. Only one refusal per occasion of overtime on the affected shift will be permitted. When overtime is mandated, employees on the shift prior to the vacancy will be required to fill the vacancy in reverse order on a rotating basis.
3. There shall be no pyramiding of overtime.

#### **ARTICLE XI RESIGNATION/TERMINATION BENEFITS**

1. Effective January 1, 2000, full-time employees who have completed over ten (10) years and up to twenty (20) year of continuous service upon resignation or termination (excluding discharge) will receive a lump sum bonus payment of \$500.00. Full time employees who have completed over twenty (20) years of continuous service upon resignation or termination (excluding discharge) will receive \$1,000.00.

#### **ARTICLE XII HOLIDAYS**

1. Employees, after expiration of their probationary periods, shall be entitled to the following holidays within each calendar year:

New Year's Day  
Dr. Martin Luther King's Birthday (January 15)  
Memorial Day  
Independence Day

Norman Rayford Day (August 28)  
Labor Day  
Thanksgiving Day  
Christmas Day or a Religious Holiday of Employee's Choice  
Two (2) Personal Holidays

2. a) Recognizing that the Employer works every day of the year and that it is not possible for all employees to be off the same day, the Employer shall have the right, at its sole discretion, to require any employee to work on any day of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis.
  - b) Full-time employees required to work on any holiday receive regular pay plus holiday pay equal to their regular shift (7 1/2 or 8 hours), provided that full time employees who work Christmas Day, New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Fourth of July will be paid time and one-half (1 1/2) for hours worked and another day off with pay, if requested within thirty (30) days of the holiday. Part time employees shall receive regular pay, plus four hours. Probationary employees are not eligible for holiday pay.
  - c) If a legal holiday falls on an employee's regular scheduled day off, the employee shall receive an additional day's regular pay or a day off with regular pay within thirty (30) days of the holiday, as determined by the Employer.
  - d) If a legal holiday falls during an employee's vacation, at the option of the Employer, the vacation shall be extended one (1) day. In making the determination, the Employer will take into consideration the employee's expressed preference.
  - e) The day on which a holiday is legally celebrated shall be the day on which holiday pay is paid to those employees who work on that day.
3. In order to be eligible for the foregoing holidays and holiday pay benefits, an employee must have worked both their last full scheduled work day before and their full first scheduled work day after the holiday. An employee who fails to report for work on the holiday when scheduled to do so shall not secure holiday pay for the unworked holiday.
  4. Holidays shall start at 11 p.m. on the eve of the holiday and end at 11 p.m. on the holiday.
  5. Except in the event of a verifiable emergency, the use of a personal day shall require at least 24 hours advanced notice.

### ARTICLE XIII VACATIONS

1. Employees shall be entitled to accrued vacations each year with pay as follows:
  - a) Two (2) weeks for employees with one (1) year to five (5) years of service;
  - b) Three (3) weeks for employees with more than five (5) years to eight (8) years of service;
  - c) Four (4) weeks for employees with eight (8) years or more years of service.
2. 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. It is agreed that vacation may be scheduled on a year round basis, provided no more than two employees per shift are off on vacation at any time.
3. The vacation eligibility year and/or vacation eligibility dates shall be as heretofore.
4. No part of an employee's scheduled vacation may be changed to sick leave. Vacations will be taken each year and accrued from year to year. Employees will be compensated for vacation time not taken if the Employer is unable to schedule the employee's vacation.
5. Vacation pay shall be based upon the employee's regular pay.
6. An employee shall be paid his vacation pay before starting his vacation, provided he has given the Employer sufficient and adequate notice of his request to do so. An employee may also request that the Employer defer payment of his vacation pay until he returns from vacation.
7. For part-time employees, vacation entitlement will be prorated to the percentage of time worked during the one (1) year period in which the vacation was earned, provided no one is adversely affected in the initial change over. Example: an employee working fifty percent (50%) time during the first year worked would be entitled to one-half (1/2) of the normally earned vacation, i.e., one (1) week during the year starting with his/her one (1) year anniversary date.
8. Vacation may start any day of the week.
9. Weekends will not have to be made up due to vacation.

### ARTICLE XIV SICK LEAVE

1. Employees who have completed the probationary period shall be entitled to sick leave at ten (10) days per year. Employees shall not be disciplined for the uses of their ten (10) sick days. Employees may be disciplined for pattern absences.

2. To be eligible for benefits under this Article, an employee who is absent must notify the Employer at least two (2) hours prior to the start of their regularly scheduled shift. The Employer may require written certification of a physician or other proof of illness or injury hereunder for those employees who have been on sick leave and also may be required to be examined by the Employer's doctor or designee before being permitted to return to duty.
3. An employee who is absent due to illness, injury or disability, shall return to original job, provided the illness, injury or disability does not exceed twelve (12) months and provided that there is a vacancy.
4. An employee may use sick days to cover time lost from work for visits to the doctor or dentist, provided such time is requested and approved in advance. Approval will not be unreasonably denied.
5. Employees will not be required to provide a doctor's note for one (1) day sick.
6. If an employee is injured or becomes ill as the result of an on-the-job injury, during the course of any work day and reports the injury or illness to the Employer, and if, on the orders of a physician, an employee is kept in the hospital or sent home, said employee will be paid for the balance of the work day at his/her regular rate of pay. The Employer will furnish the Union the name of its Worker's Compensation insurance carrier and policy number upon execution of this Agreement. If an employee becomes eligible for Worker's Compensation and is out of work for six (6) months beginning the seventh (7<sup>th</sup>) month of any such leave and for five (5) consecutive months thereafter or until the employee returns to work, whichever is sooner. The Employer will make contributions into the Employee Health Plan on behalf of the employee.
7. The Employer will not cut an employee's hours due to using sick time.
8. Each employee shall receive a fifty dollar (\$50.00) bonus every three (3) month period for perfect attendance (during scheduled time).

#### **ARTICLE XV PAID LEAVE**

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

1. An employee shall be paid by regular pay for three (3) scheduled working day's absence including the date of the funeral in the event of the death of parents (including step-parents), spouse, child (including step-children), brother, sister, grandchild, grandparents, parent-in-law, daughter-in-law, son-in-law.

An employee shall be given a day off to attend the funeral of a brother-in-law or sister-in-law, provided the employee was scheduled to work that day.

2. The Employer shall grant to all employees, after completion of their probationary period, who are required to serve on jury service, the difference between the employee's regular

straight-time weekly earning, not to exceed forty (40) times the employee's straight-time hourly rate of pay, and any jury fee paid to the employee. The employee shall notify the Employer on receipt of any jury service notice as soon as practical. When an employee is released for a day during any period of jury service, he/she shall report to the facility for work, if it is a scheduled work day.

## ARTICLE XVI UNPAID LEAVE

### 1. Maternity Leave:

Whenever an employee shall become pregnant, she shall furnish the Home with a certificate from her physician stating the expected date of delivery. She shall be permitted to continue to work, provided her physician certifies that she is physically able to continue working and provided further that she is able to perform all of the duties of her job, in the sole discretion of the Employer.

Maternity leave will be granted for a period not to exceed six (6) months, provided in each case that such employees have been continuously employed for at least their probationary period. An employee who wishes to return to work must so notify the Employer in writing at the time her maternity leave commences. An employee will be entitled to return to her former position or to a comparable one upon two (2) weeks written notice. Failure to return to work within the time limits set forth above shall result in termination unless the employee has requested and received an extension of her maternity leave from the Home in writing, and for good and sufficient reasons. Requests for such extensions will not be unreasonably denied.

### 2. Medical Leave of Absence:

Unpaid medical leave of absence may be granted for a period of up to six (6) months, provided in each case that such employees have been continuously employed.

### 3. Military Leave:

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

A leave of absence shall be granted to employees with three (3) or more years of bargaining unit seniority in order to accept a full time position with the Union, provided such leave will not interfere with the operation of the Home. The employee must reapply each year.

### 4. Union Business:

A leave of absence shall be granted to employees with three (3) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leave will not interfere with the operation of the Home. The employee must reapply each year.

### 5. Leave of absence without pay for other good and valid reasons will not be unreasonably denied by the Employer.

## **ARTICLE XVII MANAGEMENT RIGHTS**

1. All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. More specifically, the Employer reserves the right to establish and administer policies and procedures related to resident care, research, training, operations, services and maintenance of the Employer; to reprimand, suspend, discharge or otherwise discipline employees for just cause; to hire, promote, transfer, layoff, and recall employees to work; to determine the number of employees and the duties to be performed; to maintain the efficiency of the employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service, to control and regulate the use of facilities, supplies, equipment and other property of the Employer; to determine the number, location and operation of divisions, departments and all other units of the Employer, the assignment of work, the qualification required and the size and composition of the work force; to make or change rules, regulations, policies and practices not inconsistent with the terms of the Agreement; and otherwise generally to manage the establishment, attain and maintain full operating efficiency and optimum resident care, and direct the work force, except as expressly as modified or restricted by a specific provision of this Agreement.

## **ARTICLE XVIII EMPLOYMENT SERVICE**

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

Section 1: The Employer may utilize the Union Employment Service for the recruitment and referral of qualified personnel for bargaining unit job vacancies and training positions.

Section 2: The Employer may notify the Union's Employment Service of all bargaining unit job and training position vacancies and may afford the service forty-eight (48) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.

Section 3: The Employment Service shall be administered by the Union and the cost of operating the service shall be borne by the Union.

Section 4: Notwithstanding the foregoing, the employer retains the right to hire such applicants referred by the Employment Service as it deems qualified in its sole discretion; the employer also retains the rights to hire applicants from other sources in the event the Employment Service does not render qualified applicants within such twenty-four (24) hour period.

Section 5: The Employer shall not be required to notify the Employment Service of any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the health, safety, or well-being of residents.

## **ARTICLE XIX DISCHARGE AND PENALTIES**

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

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

#### **ARTICLE XX NO STRIKE OR LOCKOUT**

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

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

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

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

The employer agrees that it will not lock out employees during the term of this agreement.

#### **ARTICLE XXI 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 in Article XIX), an employee having a grievance and/or Union delegate or other representative shall take it up with immediate

supervisor. The Employer shall file its answer to the Employee and/or Union delegate or other representative within five (5) working days after the presentation of the grievance in Step 1.

Step 2: If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and Union representative, and presented to the grievant's department head or designee. A grievance so presented in Step 2 shall be answered by the employer in writing within five (5) working days after its presentation.

Step 3: If the grievance is not settled in Step 2, the grievance may within five (5) working days after the answer in Step 2, be presented at Step 3. A grievance shall be presented in step 3 to the Administrator of the Institution or designee, and he or 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 the 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, notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance within the time limit specified in Article XX, Section 1.

2. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.
3. A grievance which affects a substantial number or class employees and which the Employer representative designated in Step 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

#### **ARTICLE XXII ARBITRATION**

1. A grievance as defined in Article XXI, 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 the Employer or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary, Labor Arbitration Rules then prevailing of the American Arbitration Association.
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 the Employer, the Union and the employee.
4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of Article XXI, and he shall have no power to add to, subtract from or modify in any way any of the terms of this Agreement.

### ARTICLE XXIII 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, ruling and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention to the laws or regulations of the United States or of the Commonwealth of Pennsylvania, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect.

### ARTICLE XXIV MISCELLANEOUS

1. Employees shall be required to maintain their current address on file in the Home Office. All notices to employees will be considered properly sent if they are sent to the last address of record.

2. Bargaining Unit Work:

Supervisors shall not do work normally performed by bargaining unit employees, except for the purposes of instruction, training supervision, filling in for absenteeism, emergencies or where the normal duties of supervisors overlap the duties of employees. An emergency is herein defined as any suddenly-arising situation necessitating immediate action by the supervisor to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials and to aid in correcting or repairing malfunctions.

As feasible, employees will be directed solely by their designated supervisors in the performance of their duties within their departments.\* Employees will not be subject to disciplinary action of any kind for failure to respond to orders from or perform duties requested by other than their designated supervisors.

3. Minor Infractions:

All minor infractions on an employee's record shall be cleared after twelve (12) months, provided that the said period of twelve (12) months shall be free of any other infractions. A minor infraction is herein defined as a violation of a Nursing Home rule or policy which results in an oral warning or written warning without the imposition of any disciplinary, suspension or other time off.

4. Uniforms:

Each employee who has completed his probationary period shall receive an annual allowance as follows towards the cost of purchasing and maintaining uniforms, as follows:

1/01/06	\$ 93.00
1/01/07	\$ 96.00
1/01/08	\$100.00
1/01/09	\$105.00
1/01/10	\$110.00

One-half of the payment shall be made in January and the balance in July.

5. If a holiday falls on a pay day, the employees will be paid the day before.
6. There will be a grace period for lateness of seven (7) minutes, relating to employee's pay.
7. The Employer will pay for and provide physical examinations of employees as it may require.
8. The Employer shall provide each employee with a transportation allowance of thirty dollars (\$30.00) per month, effective January 1, 2000.
9. The Employer will provide to the Union, and post at the Institution, once yearly an updated seniority list.
10. If an emergency phone call comes in, the call shall be put through.
11. The Employer will not cut the employee's hours due to lateness or absenteeism.
12. The Employer shall maintain free parking.
13. The dietary employees shall receive free meals.
14. All employees shall be entitled to participate in the 401(k) Plan after one year of employment.
15. In the event the maintenance man is called into work, he will be paid for a minimum of four (4) hours.

#### **ARTICLE XXV HEALTH AND WELFARE**

1. a) All regular full-time employees regularly scheduled to work sixty (60) hours or more per pay period are eligible to participate in the Employer's health insurance plan, as it may be amended from time to time by the Employer, under the same terms and conditions of non-bargaining unit employees of the Employer. Employees shall make the same premium contributions as non-bargaining unit employees, provided the Employer will absorb the premium increase which took effect August, 2005. Employees shall be responsible for all premium increases each year thereafter, provided any increase above 10% in any year shall be shared equally with the Employer.
- b) Effective November 1, 2005, the Employer shall offer AFLAC benefits at the employee's expense through payroll deduction.

#### **ARTICLE XXVI EFFECTIVE DATES AND DURATION**

1. This Agreement shall be in full force and effect for the period commencing October 1, 2005 and ending midnight September 30, 2010.

2. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90<sup>th</sup>) days immediately preceding the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first above written:

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

PLYMOUTH HOUSE, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX A**

**WAGE SCHEDULE**

<b>Classification</b>	<b>Current Contract Rate</b>	<b>Oct. '05</b>	<b>Oct. '06</b>	<b>Oct. '07</b>	<b>Oct. '08</b>	<b>Oct. '09</b>
Certified Nurse Aide <i>Over 1 year experience</i> <i>Over 3 years experience</i> <i>Over 5 years experience</i> <i>Over 10 years experience</i>	\$10.70	<b>Oct. '05/Apr. '06</b> \$10.90/11.02	\$11.35	\$11.69	\$12.04	\$12.40
	\$10.95	\$11.15/11.28	\$11.62	\$11.97	\$12.33	\$12.70
	\$11.20	\$11.40/11.54	\$11.89	\$12.24	\$12.61	\$12.99
	\$11.45	\$11.70/11.95	\$12.31	\$12.68	\$13.06	\$13.45
Dietary	\$8.70	\$9.05	\$9.32	\$9.60	\$9.89	\$10.18
Housekeeping	\$8.70	\$9.05	\$9.32	\$9.60	\$9.89	\$10.18
Laundry	\$8.70	\$9.05	\$9.32	\$9.60	\$9.89	\$10.18
Maintenance	\$10.70	<b>Oct. '05/Apr. '06</b> \$10.90/11.02	\$11.35	\$11.69	\$12.04	\$12.40
Cook	\$10.70	<b>Oct. '05/Apr. '06</b> \$10.90/11.02	\$11.35	\$11.69	\$12.04	\$12.42
Recreation Aide	\$10.45	<b>Oct. '05/Apr. '06</b> \$10.65/10.76	\$11.08	\$11.42	\$11.76	\$12.11
Rehabilitation Aide	(same as CNA)					

Employees currently paid above the top rate shall receive a 3% increase in October of each year.