

**AGREEMENT BETWEEN**  
**SCO SILVER CARE OPERATIONS, LLC**  
**AND**  
**DISTRICT 1199C, NUHHCE, AFSCME, AFL-CIO**

## INTRODUCTORY STATEMENT

THIS AGREEMENT is made and entered into this 14th day of July, 2009, by and between SCO Silver Care Operations, LLC ("Employer" or "Silver Care") located at 1417 Brace Road, Cherry Hill,, New Jersey ("Silver Care" or "Employer"), and DISTRICT 1199C, NUHHCE, AFSCME, AFL-CIO, with its offices at 1319 Locust Street, Philadelphia, Pennsylvania ("Union"), acting herein on behalf of the Employees covered under this contract, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

### WITNESSETH

WHEREAS, SILVER CARE recognizes the Union as the sole and exclusive collective bargaining representative for the Employees covered by this Agreement as hereinafter provided;

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the residents of Silver Care 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; and

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

### ARTICLE I

#### RECOGNITION

1. The Employer recognizes DISTRICT 1199C, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for the bargaining unit consisting of the following



classifications of employees: licensed practical nurses ("LPNs"), certified nurses aides, nurses aides, housekeepers, laundry aides, porters, maintenance employees, dietary aides, cooks and cooks' trainees excluding all other employees including registered nurses, clerical employees, managers, quality assurance aides, rehabilitation employees, staffing coordinators, supervisors, managers, confidential employees, guards, and professional employees as defined in the National Labor Relations Act, part-time employees who work less than fifteen (15) hours per week for the job classifications in which they work, and Temporary Employees as provided under Article VII of this Agreement.

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, hereof.

3. At the time a new employee subject to this Agreement is hired the Employer shall cooperate with the Union to include documents provided by the Union confirming that the Employer recognizes the Union and has an agreement with the Union.

4. Supervisors shall not do work normally performed by bargaining unit employees, except for the purpose of instruction, training, supervision, filling in for absenteeism that cannot be covered by bargaining unit employees under this Agreement, and emergencies. An emergency is herein defined as any suddenly arising situation necessitating immediate action by the supervisor to maintain safety and health, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions.

5. Part-time employees who regularly work fifteen (15) hours or more per work shall receive fringe benefits on a pro-rata basis (defined as holiday pay, sick pay, personal days, and paid vacation.) Only employees who work more than thirty (30) hours per



week shall be eligible for single coverage for medical insurance. Except as provided in Articles XIX and XX, the Employer shall determine eligibility for benefits and pay for benefits (that is, whether the employee has worked 15 or 30 hours respectively) based upon whether the employee has met the requisite number of hours in the last quarter.

## ARTICLE II

### UNION SECURITY

1. It shall be a condition of employment that all employees covered by this CBA who are members of the Union in good standing on the execution or effective date of this CBA whichever is later, shall remain members in good standing, and those who are not members on the execution or effective date of this CBA whichever is later, shall on the thirtieth day following the execution or effective date of this CBA, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this CBA and hired on or after its execution or effective date, whichever is later, shall after thirty (30) days from the beginning of such employment and for the term of this CBA, become and remain members in good standing in the Union.

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

3. An Employee who has failed to maintain membership in good standing as required by this Article shall, within thirty (30) 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. Any disputes

over this provision shall be resolved in accordance with the grievance and arbitration procedures in this Agreement.

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

### ARTICLE III

#### CHECK-OFF

1. Upon receipt of a written authorization from an Employee in a manner in accordance with applicable law, 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) days of employment, and remit to the Union regular monthly dues and initiation fee, 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.

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

3. 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 unit, or (c) layoff from work, (d) an agreed leave of absence, (e) termination of this Agreement or (f) 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 said deductions, except that deductions for terminated Employees shall be governed by paragraph 1 hereof. This provision,



however, shall not relieve any Employees of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing.

4. The Employer shall not be obliged to make dues deductions of any kind from any Employee in the bargaining unit who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

5. Each month the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of Employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.

6. The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classifications of work, and their dates of hire, and names of terminated Employees in the bargaining unit, together with their dates of termination, and the names of Employees in the bargaining unit on Leave of Absence.

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

#### ARTICLE IV

##### PLEDGE AGAINST DISCRIMINATION AND COERCION

1. A. The provisions of this Agreement shall be applied equally to all Employees, without determination as to age, sex, marital status, sexual orientation,

perceived sexual orientation, disability, perceived disability, race, color, creed, national origin, or political affiliation. Both the Employer and the Union shall bear the responsibility for complying with this provision of the Agreement. All Employees are entitled to fair and equitable treatment by supervision and management with regard to the terms and conditions of employment that affect them.

B. The Employer agrees not to interfere with the rights of Employees to become members of, and participate in the Union. There shall be no discrimination, interference, restraint, or coercion by the Employer, or by the Employer's representatives against any Employee because of Union membership and or lawful union activity.

#### ARTICLE V

#### UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

1. The business representative of the Union may enter the Employer's premises at reasonable times during working hours to confer with the Employer, the Union delegate and/or unit Employees for the purposes of administering this collective bargaining agreement provided that such representative shall telephone the Employer's administrator to make mutually convenient arrangements for the visit. Access to the Employer's facilities for such purposes shall not be unreasonably denied. Any visits shall not interfere with the Employer's operation.

2. A. The Employer will provide space on centrally located bulletin boards, which will be for the exclusive use for the Union. The space provided on the bulletin board will measure approximately 30" x 30" in size, or the equivalent.

B. Materials to be posted on such bulletin boards will be delivered to designated Employer Officials, prior to the proposed posting.

C. Materials to be posted will consist of the following:

- I. Notices of Union Meetings;
- II. Notices concerning official Union business; and
- III. Notices covering social and recreational events.

D. No materials will be posted which contain profane or obscene language, or which defame the Employer, or its representatives and Employees, or which are critical of or condemn the methods, policies, or practices of the Employer. There also shall be no union activity or distribution of union materials during working hours or in work areas.

3. An Employee, grievant or Union delegate may be released from duty to speak with the Union representative at a time mutually convenient to the Employer, the Employee and the Union representative. When a delegate must leave his/her unit for the purpose of administering a grievance, he/she will notify both the supervisor in his/her unit as well as the supervisor on the other unit. Release of an Employee for these purposes shall not be unreasonably denied. All such meetings or activity shall not be unduly prolonged.

4. The Employer shall provide appropriate meeting space, if available, for Union meetings provided the Union gives the Employer one week's notice.

5. The Employer will make its best efforts to adjust Union delegate schedules to permit attendance at delegate assemblies without loss of pay. The Employer shall be responsible to pay delegates for up to an aggregate of 100 hours each calendar year to attend such meetings or other Union business outside of the facility. There shall be a limit of five (5) delegates to be released on any day to attend the monthly assembly

or to attend to other Union business outside of the facility. The Union will notify the Employer as soon as possible if the regularly scheduled date of the meeting is changed.

#### **ARTICLE VI**

#### **PROBATIONARY EMPLOYEES**

1. Newly hired Employees shall be considered probationary for a period of ninety (90) days from the date the first day of employment. The Employer may extend probationary period an additional thirty (30) days with prior written notice to the Union.

2. Where a new Employee being trained for a job spends less than twenty-five (25%) percent of his/her time on the job, only such time on the job shall be counted as employment, for purpose of computing the probationary period.

3. During, or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the Grievance and Arbitration provision of this Agreement.

#### **ARTICLE VII**

#### **TEMPORARY EMPLOYEES**

1. A temporary employee is one who is hired for a period of up to ninety (90) days and is so informed at the time of hire, and is hired for a special project or to replace an Employee on Leave of Absence or Vacation. The said ninety (90) day period may be extended by the Employer, at its option, up to an additional ninety (90) days or for the length of the Leave of Absence of the Employee being replaced, whichever is greater. Such Employee shall become a member of the Union after the expiration of the initial ninety (90) day period. The Employer shall supply the Union with the names of all temporary employees and indicate what position is being filled and for what reason.

2. If temporary employees are retained beyond six (6) months in continuous employment, the accrual of vacation and sick leave will be from the first day of employment.

3. A temporary employee, who has been employed ninety (90) days or longer, shall be treated as a regular Employee for the purposes of filling vacant or available regular positions for which the Employee is immediately qualified. A temporary employee, who is retained as a temporary employee after the initial ninety (90) day period, shall be entitled, when replaced by the returning Employee, to bump an Employee with less classification seniority, subject to Section 7 of Article VIII.

## ARTICLE VIII

### SENIORITY

#### 1. Definition

a) Facility seniority shall be defined as the length of time an employee has been continuously employed in any capacity by the Employer.

(b) Bargaining unit seniority shall be defined as the length of time an Employee has been continuously employed in a bargaining unit position by the Employer.

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

(d) For purposes of seniority and benefit entitlements, the Employer will recognize the employee's continuous service at the Silver Care facility prior to May 29, 2007.

#### 2. Accrual

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

(b) Seniority shall continue to accrue during an authorized leave of absence or during a period of layoff up to six months. An employee who returns from a leave of absence beyond one (1) year will lose his/her seniority.

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

(d) Temporary employees, as defined in Article VII, shall have no seniority during the first ninety (90) days they occupy the status of temporary employees, but if employed longer than (90) days, or should any temporary employee become a regular Employee, than his/her seniority shall be retroactive to the date of employment. If a position filled by a temporary employee is made permanent, such permanent position shall be subject to seniority as provided for in Section 9 of this Article.

(e) Part-time Employees subject to Article I of this Agreement and who are regularly scheduled to work fifteen (15) hours or more per week shall accrue seniority as set forth in (a), (b) and (c), above.

### 3. Loss of Seniority

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

(a) Terminates voluntarily.

(b) Is discharged for just cause.

(c) Fails to return following the end of an official Leave of Absence

unless he/she was prevented from returning due to circumstances beyond his/her control.

Notice to the Employer will be given as soon as possible.



(d) Is laid off for a period of one (1) year or a period exceeding the length of the Employee's continuous service, whichever is less.

(e) Fails to return to work on a recall from a layoff within seven (7) days after the Employer has sent notice to him/her to return unless the Employee has a valid reason for the inability to respond. Such notice shall be sent to the last address furnished to the Employer by the Employee.

(f) Works elsewhere after the onset of a leave of absence unless agreed to by the Employer in writing.

#### 4. Application

(a) Facility seniority shall apply to the computation and determination of eligibility for all benefits where the length of service is a factor, pursuant to this Agreement.

(b) Classification seniority shall apply in layoffs, recalls, promotions and transfers as herein provided.

(c) Bargaining Unit seniority, within a classification, shall apply when scheduling vacations.

#### 5. Layoff

(a) In the event of a layoff within a job classification, probationary Employees and Temporary Employees with less than ninety (90) days of employment 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 based upon their classification seniority unless there is a substantial difference in qualifications in the reasonable opinion of the Employer.

(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 has the ability to perform in the reasonable opinion of the Employer, then said Employee will be entitled to move into such job in the bargaining unit. This provision is not intended to circumvent Section 9 of this Article.

(c) 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.

6. Recall

(a) Wherever a vacancy occurs in a job classification, Employees that are on layoff in that classification where the vacancy occurs, shall be recalled based upon their classification seniority in the reverse order in which they were laid off unless there is a substantial difference in qualifications in the reasonable opinion of the Employer. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he/she has the ability in the reasonable opinion of the Employer to do the work and if not, the next senior Employee will be recalled, and so on. This provision is not intended to circumvent Section 8 of this Article.

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

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

7. In the event of a lay-off of any Employee, there shall occur only one "bump" in the institution. The only Employee, who may be bumped by the Employee originally scheduled to be laid off, shall be the Employee with the least classification seniority. An Employee who is "bumped" shall have no bumping rights.

8. All delegates of the Union under this Agreement shall head the bargaining unit and classification seniority for the duration of their terms of office. At the expiration of their terms of office or removal or resignation, they shall be returned to their regular seniority standing. Such delegate seniority shall apply in layoff and recall provisions only.

9. Promotions and Transfers

(a) Where a vacancy in a bargaining unit job occurs, the Employer shall post a notice of such vacancy on the bulletin board(s) it originally uses for notices for bargaining unit Employees.

(b) Where two (2) or more Employees are under consideration for such vacancy, the Employer shall consider the employees' seniority in selecting an employee. Where an emergency exists, the Employer may dispense with the posting requirement.

(c) An Employee, who is promoted, shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job without loss of seniority or other benefits.

ARTICLE IX

WAGES AND MINIMUMS



1. A. The Employer shall pay the following amounts:
  1. Effective July 14, 2009, the Employer shall pay a 3.25% wage increase to the employees. Upon execution of this Agreement, the Employer also shall pay a \$150.00 bonus to all employees who work more than thirty hours and were employed prior to April 1, 2008. Upon execution of this Agreement, the Employer shall pay employees who work under thirty or less hours and were employed prior to April 1, 2008 a pro-rated share of the \$150.00 based upon the number of hours that they work. For example, an employee who works three full shifts (22 ½ hours) will receive 3/5 fifths of the \$150.00 bonus.
  2. On July 14, 2010, the Employer shall pay a 2% wage increase to the employees.
  3. On July 14, 2011, the Employer shall pay \$125.00 bonus to all employees who work more than thirty hours. Effective July 14, 2011, the Employer shall pay employees who work under thirty or less hours a pro-rated share of the \$125.00 based upon the number of hours that they work. For example who works three full shifts (22 ½ hours) will receive 3/5 fifths of the \$125.00 bonus.
  4. On January 14, 2012, the Employer shall pay \$100.00 bonus to all employees who work more than thirty hours. Effective January 14, 2012, the Employer shall pay employees who work under thirty or less hours a pro-rated share of the \$100.00 based upon the number of hours that they work. For example who works three full shifts (22 ½ hours) will receive 3/5 fifths of the \$100.00 bonus.
  5. On July 14, 2012, the Employer shall pay a 3.75% wage increase to the employees.



6. On July 14, 2013, the Employer shall pay a 2.75% wage increase to the employees.

The minimums wage rates shall be as follows:

	<u>7/14/09</u>
LPNS	\$21.00 (For all LPNs except as listed below) \$22.00 (LPNs who work in the Court and Atrium) \$23.00 (LPNs who work in the Vent unit)
CNAs	\$9.40 (For all CNAs except as listed below) \$10.00 (For CNAs who work in the Court and Atrium) \$10.30 (For CNAs who work in the Vent unit)
Recreation Aides	\$9.15
Dietary Aides and Housekeeping Employees	\$8.70
Cooks	\$12.25
Maintenance	\$12.00

The percentage increase detailed above in Section 1(A) of this Article to be given on July 14, 2010 (2% increase) shall be added to the above minimum rates on July 14, 2010. The percentage increase detailed in Section 1 of this Article for July 14, 2012 (3.75% increase) shall be added to the minimum rates on July 14, 2012.

In each year where there is an increase in the minimum wage rate, at the time of the increase the employee shall be paid either the amount of the wage increase for that year as provided for above in Section 1 or the minimum hourly wage rate for that year as provided, whichever is higher.



B. To be eligible for scheduled increases, employees must be on the payroll six (6) months prior to the scheduled increase to receive said scheduled increase.

2. No Employee shall be hired below the minimum effective salary for his/her labor grade or classification as set forth herein.

3. The minimums shall not change for the duration of the agreement except as provided above.

4. Salaries for current Employees and newly hired Employees shall be paid bi-weekly, with the Employee's paycheck to be issued two weeks after the closing date of the pay period.

6. No-Frill.

A. This provision shall apply to CNAs and LPNs only. No frills employees are those individuals who do not receive any benefits under this contract including but not limited to holidays, vacation, sick leave, paid leave, health insurance, shift differential or any other benefit with the exception that the Employer shall pay contributions to the pension and training funds for these no frills employees.

CNAs who elect to waive these benefits shall be entitled to a premium of \$1.60 per hour if they work thirty-seven and a half (37 ½) hours. CNAs who elect to waive these benefits shall be entitled to a premium of \$1.00 per hour if they work less than thirty-seven and a half (37 ½) hours. These premiums paid to the CNAs shall not be considered as part of and included in gross payroll for determining the contributions owed to the pension and training funds. No-Frills CNAs shall receive the general increases as outlined herein. CNAs may elect to enter or leave No-Frills Plan once in every twelve (12) month period on their anniversary date provided they give the Employer thirty (30) days notice prior to their anniversary date of their desire to enter or



leave the No-Frills Plan. CNAs shall put their intentions in writing and said requests must be received by the Administration within this open-period only.

LPNs who elect to waive these benefits shall be entitled to a premium of \$4.00 per hour if they work thirty-seven and a half (37 ½) hours. LPNs who elect to waive these benefits shall be entitled to a premium of \$3.00 per hour if they work less than thirty-seven and a half (37 ½) hours. These premiums paid to the LPNs shall not be considered as part of and included in gross payroll for determining the contributions owed to the pension and training funds. No-Frills LPNs shall receive the general increases as outlined herein. LPNs may elect to enter or leave No-Frills Plan once in every twelve (12) month period on their anniversary date provided they give the Employer thirty (30) days notice prior to their anniversary date of their desire to enter or leave the No-Frills Plan. LPNs shall put their intentions in writing and said requests must be received by the Administration within this open-period only.

B. If an employee elects to go to a benefit rate, all waiting periods shall apply as if newly hired.

7. Notwithstanding any provisions in this Agreement, the Employer and an LPN may agree to change the fringe benefit provisions (defined as holiday pay, sick pay, personal days, paid vacation, and health benefits) so as to provide a different compensation package. The Employer cannot agree with an LPN to change the requirement that the Employer has to pay contributions for an LPN, who is eligible, to the pension and training funds. The Employer also shall not pay any LPN below the minimum wage rate in the Agreement. Upon request from the Union, the Employer will provide the Union with the LPNs wage and benefit package.

## ARTICLE X

### HOURS

1. The normal workweek will be 37½ hours exclusive of a one half (1/2) hour unpaid lunch. The workweek shall be from the first shift on Sunday through the last shift on Saturday. The current shifts are listed in Appendix A.

2. Employees working thirty (30) hours or more shall be considered full time employees.

3. Employees who are scheduled eight (8) hours a day, shall receive a thirty (30) minute unpaid meal period and two (2) paid fifteen minute (15) breaks each eight (8) hour day. Employees working more than four (4) hours, but less than eight (8) hours, shall receive one half hour unpaid meal period and one paid fifteen (15) minute break. Assignment of the meal period and breaks shall be at the discretion of the Employer. Such meal period and breaks shall be free and uninterrupted, and employees shall not be on call. However, in emergencies, employees are expected to respond.

4. An employee who reports for work at the start of his/her shift without being notified not to report to work 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 they may be assigned to other work within their job classification at their applicable rate of pay.

5. Schedules shall be posted at least five (5) days in advance to cover a two (2) week period.

6. It is to be understood that staffing levels are subject to determination by Silver Care and that changes in staffing levels could compel a change in the weekend

scheduling arrangements and, therefore, to the extent possible, the Employer shall continue its present practice of giving employees on continuous operations every other weekend off.

7. In the event that the Employer finds it necessary to change an employee's starting time the Employer shall notify the employee and the Union in writing two (2) weeks in advance of the schedule change. All changes will take place according to seniority.

#### ARTICLE XI

##### OVERTIME

1. Employees shall be paid one and one-half (1-1/2) time their regular pay for authorized time worked in excess of forty (40) hours.

2. The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, jury duty, military leave and funeral leave.

3. The Employer will assign overtime on an equitable basis. Employees shall be required to work overtime when necessary for the proper administration of the Employer's operation.

#### ARTICLE XII

##### HOLIDAYS

1. All employees, who were employed at the facility prior to June 1, 2007, shall be entitled to the following paid holidays within each year.

New Year's Day  
Martin Luther King's Birthday

Independence Day  
Labor Day



Good Friday  
Memorial Day

Thanksgiving Day  
Christmas Day

2. Employees hired on or after June 1, 2007 and who have completed their probationary period shall be entitled to the following paid holidays within each year:

New Year's Day  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Christmas Day

3. (a) Recognizing that Silver Care works every day of the year and it is not possible for all Employees to be off on the same day, Silver Care shall have the right to require an Employee to work on any of the holidays herein specified. However, Silver Care agrees that, within the framework of Silver Care's staffing needs and levels, holidays be matched, to the fullest extent possible, without imposing additional costs (overtime or new personnel) on Silver Care or unacceptable service or coverage levels for patients, as determined by Silver Care.

(b) In the event an Employee is required to work on New Years Day, Memorial Day, July 4<sup>th</sup>, Thanksgiving Day and Christmas Day, he/she shall be paid one and one-half time his/her regular pay for all hours worked on the holiday, and shall receive an additional day off with regular pay, within thirty (30) days of the holiday, or an extra day's regular pay in lieu of thereof, as determined by the Employer. If the employee works on any other holidays mentioned in Sections 1 and 2, the employee shall receive an additional day off with regular pay, within thirty (30) days of the holiday, or an extra day's regular pay in lieu of thereof, as determined by the Employer. Employees must take the compensatory day within thirty (30) days of the holiday.



(c.) Employees shall be eligible for holiday pay under the following conditions:

- i. An Employee would have been scheduled to work on such a day, unless the Employee is on a day off, vacation or sick leave.
- ii. If a holiday is observed on an Employee's day off or during his/her vacation, he/she shall be granted an additional day off for the unworked holiday, within one (1) month of the date on which it occurred.
- iii. The Employee worked his regular workday before the holiday, and the first regularly scheduled workday after the holiday unless the employee provides a legitimate reason acceptable to the Employer.

### ARTICLE XIII

#### VACATION

- I. Employees shall be entitled to vacation days as follows:
  - a. After one year of employment, all employees (other than LPNs) shall receive one weeks vacation.
  - b. After two years of employment, the employees (other than LPNs) shall accrue two weeks vacation.
  - c. After eight years of employment, all employees (other than LPNs) after shall accrue three weeks vacation.
  - d. After six months of employment LPNs shall receive one weeks vacation. After one year, LPNs will receive another weeks vacation, making for a total of two weeks of vacation for an LPN in his/her first year of employment. After two years of

employment, the LPNs shall accrue two weeks vacation. After five years of employment, LPNs shall accrue three weeks of vacation. After twelve years of employment, LPNs shall accrue four weeks of vacation.

e. Any employee who is receiving vacation schedule which is more than what is provided herein shall be grandfathered and shall continue to receive that vacation schedule.

2. Where there is a conflict in choice of vacation time, bargaining unit seniority shall be considered by the Employer in scheduling the vacations.

3. The Employer shall schedule vacations consistent with operations and the needs of the Employer. Requests for vacation during May, June, July, August and September should be made prior to March 14<sup>th</sup> of each year and shall be acted on by April 14 of each year. Requests for vacation between November 15th and January 5th shall be made prior to September 10th of each year to Department heads and shall be acted on by October 10<sup>th</sup>.

4. If sick leave, or other authorized leave, extends into an employee's scheduled vacation, the vacation will be postponed, and another period chosen by the employee.

5. If a holiday falls within an employee's scheduled vacation period, that day will not be charged against his or her vacation entitlement.

6. Vacations must be taken during the year in which they accrue, except fifty (50) percent of their entitlement may be carried over to the following year.

7. Part-time employees who work fifteen (15) hours or more per week shall receive pro-rated vacation based upon the average number of hours worked by the employee, which shall be reviewed each quarter.

8. An employee at his/her option, may receive his/her vacation pay check prior to taking vacation, provided paycheck is requested at least 10 days in advance of pay day.

9. Employees shall receive outstanding vacation pay at the termination of their employment, on a pro-rata basis of total entitlement. To be eligible for this benefit, an employee who voluntarily terminates his or her employment must give two (2) weeks notice to the Employer that he or she is resigning their employment and the employee also must complete all scheduled shifts during the period after the employee has provided said notice.

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

#### ARTICLE XIV

#### SICK LEAVE

1. Any Employee covered by this Agreement, contracting or incurring any non-service sickness or disability, which renders such Employee unable to perform the duties assigned by the Employer, shall receive sick leave with pay as follows:

(a) Those employees working at the facility before June 1, 2007 shall receive eight (8) days per year which shall be accrued throughout the year.

(b) Employees hired on or after June 1, 2007 shall receive seven (7) sick days per year which shall be accrued throughout the year. After four (4) years of employment, the employee shall receive eight (8) days of sick leave which shall be accrued throughout the year.

2. An Employee commences earning sick leave after his/her probationary period and as long as the Employee actively works or is compensated for vacation, personal leave or sick time.

3. Pay for any day of sick leave shall be at the Employee's regular pay.



4. In order to receive a sick day, the employee must notify the Employer as soon as possible of the employee's illness, but in no event less than two (2) hours before the start of the first shift and three (3) hours before the start of the second and third shifts. The Employer shall have the right to require a doctor's certificate for any illness in excess of three (3) days.

5. Employees can carry over a maximum of thirty-six (36) days of unused sick leave to the following year.

6. In the event that an employee becomes eligible for benefits under the New Jersey Workmen's Compensation Law due to sickness or injury as a result of employment, the employee may use his accumulated sick leave during the first eight (8) days of time lost due to such injury.

7. Employees who have been on sick leave may be required to be examined by Employer's physician before being permitted to return to duty.

8. If an Employee resigns, is dismissed or is laid off and has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any monies due him/her from the Employer at the time of resignation, layoff or dismissal.

9. Part-time employees who work fifteen (15) hours or more per week shall receive pro-rated sick pay based upon the average number of hours worked by the employee, which shall be reviewed each quarter.

#### ARTICLE XV

#### PERSONAL DAYS

1. Employees working at the facility before June 1, 2007 shall receive a maximum of three (3) personal days a year. Employees hired on or after June 1, 2007

shall receive one (1) personal day a year and then another personal day after two (2) years of employment for a total of two (2) days a year after two (2) years of employment.

2. Personal days shall be accumulated on a pro rata basis throughout the year. For example, an employee who receives three (3) personal days a year shall accrue a personal day once every four months. Part-timers working fifteen (15) or more hours shall receive pro-rated days.

3. Requests for personal days shall be made in writing at least seven (7) days in advance. Provided said notice is provided by the employee, the employee shall be entitled to take the personal day. Personal days may be granted by the Employer on short notice in the event of an emergency.

4. New Employees will receive personal days upon completion of probation.

5. Employees may not accumulate more than four (4) personal days which must be used in the year accrued, except for one personal day which may be carried to March 31<sup>st</sup> of the following year.

## ARTICLE XVI

### PAID LEAVE

Employees shall be entitled to paid leave as follows:

#### 1. Funeral Leave

A. In case of death in the immediate family of any full-time employee the employee, shall be given three (3) days off with pay. The immediate family shall be defined as mother, father, sister, brother, daughter, son, wife, and husband. The Employer may demand proof of such death in the immediate family.

B. Part time employees, who work fifteen (15) hours or more a week, shall receive up to two (2) days off in case of death in the immediate family (as defined in Paragraph A) if such employees were scheduled to work on the days missed.

## 2. Jury Duty

A. Any Employee called for jury duty shall be compensated by the Employer for the difference between his regular straight-time pay for each regularly scheduled work day lost and the amount received as juror's fee up to a maximum of twenty (20) days a year. An employee must notify the Employer upon receipt of the summons to serve, in order to receive pay when the employee is on jury duty. Failure to promptly report such notice shall result in the forfeiture of the jury duty benefit. The employee must also provide proof that the employee served on jury duty to receive pay in accordance with this paragraph. An employee on jury duty is expected to report to work when not actively serving as a juror, provided the employee has been excused by the Judge or other duly authorized court official. Subject to the foregoing, part-time employees shall receive pay for those days missed as a result of jury duty. Employees will cooperate with Employer in trying to be dismissed from jury duty.

## 3. Summer Military Leave

Summer Military leave: An Employee who has completed his probationary period and serves in the summer military training in the Armed Forces of the United States shall be compensated, if required in accordance with applicable state or federal law.

## ARTICLE XVII

### UNPAID LEAVE

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

1. The Employer shall comply with the applicable Family and Medical Leave Act.

2. Medical Leave of Absence. Unpaid medical leave of absence may be granted to non-probationary employees for up to six (6) months. The leave may be extended at the Employer's discretion. The Employer has the right to verify the reason for the employee's absence and prior to returning to work, the Employer may require that the employee be examined and given clearance to return to work by a physician. An employee will be entitled to return to his or her former position, or to a comparable position on the same shift, upon two (2) weeks written notice. An employee who requests in writing an extension stating good and sufficient reasons may be granted an extension of their medical leave. Requests for such extension will not be unreasonably denied. The employee will furnish the Employer with his or her expected date of return to work and notify the Employer of any changes in that date.

3. Child Rearing Leave: Whenever an employee shall become pregnant or an employee knows that he will become a father, she/he shall furnish the Employer with a certificate from her physician stating the expected date of delivery. In the case of a mother, 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.

Child rearing leave will be granted for a period not to exceed six (6) months, provided in each case the employee has nine (9) months bargaining unit seniority prior to the leave. The leave may be extended at the Employer's discretion. An employee who wishes to return to work must so notify the Employer in writing at the time her/his child rearing leave commences. An employee will be entitled to return to her/his former

position, or to a comparable position on the same shift, upon two (2) weeks written notice. An employee who requests, in writing, an extension stating good and sufficient reasons, may be granted an extension of her child rearing leave. Requests for such extensions will not be unreasonably denied.

4. Other Leaves of Absence. Leaves of absence without pay for other good reasons will not be unreasonably denied by the Employer. Such leaves are limited to a maximum of ninety (90) calendar days, provided that such leaves will not interfere with the operation of the center. Employees may request an additional thirty (30) calendar days, for good and sufficient reasons. Such requests shall be in writing and submitted at least fourteen (14) calendar days in advance absent an emergency excusable by the Employer. Leaves of absence without pay shall not be unreasonably denied by the Employer.

5. Union Business. A leave of absence not to exceed six (6) months shall be granted to one employee at any time with one (1) or more years of bargaining unit seniority in order to accept a full time position with the Union. The Employer may grant such request taking into consideration its operational needs and that such request will not impair the facility's operation. The leave may be extended at the Employer's discretion. Upon completion of such leave, upon four (4) weeks written notice, the employee shall be returned to their former position or a comparable position on the same shift in accordance with their seniority.

## ARTICLE XVIII

### INSURANCE

1. The Company will provide the same medical insurance or similar insurance that the Company is currently providing to employees.



a. The Company will pay the full cost of the premium for single coverage (employee only) for those employees who work thirty (30) hours or more a week and who have completed one hundred twenty (120) days of employment. In the event an employee elects coverage in addition to single coverage for his/her spouse or children, the employee shall be required to pay the difference between the cost of the premium for single coverage (employee only) and the portion of the premium charged for the employee's spouse and children to receive coverage.

2. The parties agree that Silver Care shall have the unilateral right to select the insurance carrier, the program and/or to self-insure in its sole and absolute discretion. The Company shall give the Union notice in the event there is a change in the plan. Any dispute dealing with the selection of insurance carrier, program, or decision to self-insure shall not be subject to the Grievance Procedure. In the event the carrier is changed and it results in reduction of costs of health insurance, employees making co-payments shall receive a proportionate reduction in their contribution.

3. The Union and the Employer agree that the Union within the first six months of this Agreement may propose an alternate medical plan to the plan currently in effect, which shall not increase the Employer's cost to provide medical insurance. Nothing herein shall require the Employer to provide information to the Union which the Employer believes is unduly burdensome. The Employer shall not be required to accept the Union's alternate proposal.

4. Disability Benefits

The Employer agrees to provide the Employees with Disability Benefits, which shall be no less than benefits provided by the New Jersey State Disability Plan.

**ARTICLE XIX**

**PENSION PLAN**

1. Effective August 1, 2009, the Employer shall contribute 1.5% of the gross payroll of eligible bargaining unit employees to the Pension Fund ("Pension Fund"). Effective August 1, 2011, the Employer shall contribute 1.75% of the gross payroll of eligible bargaining unit employees to the Pension Fund. Effective August 1, 2013, the Employer shall contribute 2.0% of the gross payroll of eligible bargaining unit employees to the Pension Fund. The amount of the gross payroll is defined as the regular hours worked by the eligible bargaining unit employees and shall not include paid time off, overtime and premium pay received by no frills employees. Employees who have worked less one year also shall not be included in the gross payroll.

2. The payments to the Fund by the Employer shall be made monthly based upon the previous month's payroll. These payments shall be made no later than the thirtieth (30) day of each month based upon the prior month's payroll.

3. The Pension Fund is and shall be a defined contribution plan. The Employer shall not be responsible and in any way liable for the operation of the Pension Fund, including, but not limited to, investment decisions made by the Pension Fund, payments by the Pension Fund of benefits to employees, and the costs of the operation of the Fund. The Union and the Pension Fund will take appropriate measures, in accordance with applicable federal and state law, to ensure that the Pension Fund is operated in pursuant to applicable federal and state laws so as to ensure that the Employer is not held responsible for the operation and management of the Pension Fund. Such payments shall be used by the Trustees

of the Pension Fund for the purpose of providing pension or retirement benefits for the employees within the bargaining unit, as the Trustees may from time to time determine.

4. The Employer agrees to make available to the Pension Fund records of the employees' names, classifications, dates of hire, hours of work, social security numbers, accounts of payroll/ and or wages paid, and dates of termination or leave which the Fund may require in connection with the sound and efficient operation of the Fund, or that may be required by ERISA in order to determine the eligibility of the employees for the Fund benefits.

## ARTICLE XX

### TRAINING AND UPGRADING FUND

1. Effective February 1, 2014 the Employer shall contribute 1.5% of the gross payroll of eligible bargaining unit employees, to the Philadelphia Hospital and Healthcare District 1199C Training and Upgrading Fund ("Training Fund"). The amount of the gross payroll is defined as the regular hours worked by the eligible bargaining unit employees and shall not include paid time off, overtime and premium pay received by no frills employees. Employees who have worked less one year also shall not be included in the gross payroll. The employees may be granted six months off for an educational leave through the training fund. Said leave may be extended but such leave shall not exceed an additional six months.

2. The payments to the Fund by the Employer shall be made monthly based upon the previous month's payroll. These payments shall be made no later than the thirtieth (30) day of each month based upon the prior month's payroll.

3. The Union represents that the Training Fund is not a pension defined benefit plan. The Employer shall not be responsible and in any way liable for the operation of the Training Fund, including, but not limited to, investment decisions made by the Training Fund, payments by the Training Fund of benefits to employees, and the costs of the operation of the Training Fund. The Union and the Training Fund will take appropriate measures, in accordance with applicable federal and state law, to ensure that the Training Fund is operated in pursuant to applicable federal and state laws so as to ensure that the Employer is not held responsible for the operation and management of the Training Fund.

4. Contributions received by Training Fund shall be used to train and upgrade employees.

5. The Employer agrees to make available to the Training Fund records of the employees' names, classifications, dates of hire, hours of work, social security numbers, accounts of payroll/ and or wages paid, and dates of termination or leave which the Fund may require in connection with the sound and efficient operation of the Fund, or that may be required by ERISA in order to determine the eligibility of the employees for the Fund benefits.

#### ARTICLE XXI



**ENFORCEMENT OF ARTICLES (CHECK-OFF, PENSION,  
AND TRAINING AND UPGRADING FUND)**

Section.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 3, 19, and 20.

Section.2 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 Fund to audit such records of the Employer upon reasonable notice and no more than once every two (2) years.

**ARTICLE XXII**

**UNIFORM ALLOWANCE**

The Employer shall supply the uniforms. The employees will be expected to wear their uniforms designated by the Employer. The employees will be responsible for maintaining their uniforms.

**ARTICLE XXIII**

**MANAGEMENT RIGHTS**

1. Subject to the provisions of this Agreement, it is recognized that the Employer retains the right to exercise the customary functions of management in operating its facility. Such rights include, but not limited to, location of operations, types of equipment to be used or materials purchased or sold, and whether or to what extent

any service or activities, of any nature whatsoever, shall be added modified, eliminated, or obtained by contract with any Employer. This right shall include the right to hire and determine the number of employees in the nursing home or a department thereof, including the number assigned to any particular work to increase or decrease that number; to promulgate reasonable rules and regulations, employment manuals, policies and procedures; to direct and assign their work; to sub-contract work; to establish new job classification and job content and qualifications, to determine and where overtime shall be worked; to establish and schedule the working hours of the employees; to determine the reasonable work pace, work performance levels and standards of performance of the Employees; to require safety devices and equipment; to lay off, discipline, discharge for just cause, suspend for just cause, transfer, promote and take any action considered necessary to establish and maintain efficiency and discipline, including the discharge or suspension of any employee for just cause.

2. There shall be no individual agreements between the employees and the Employer, except as provided in Article 9, Section 7. This CBA contains the full understanding of the parties, and cannot be modified except by written agreement between the parties.

#### **ARTICLE XXIV**

#### **DISCHARGE AND PENALTIES**

1. Silver Care shall have the right to discharge, suspend or discipline any Employee for just cause. Such disciplinary actions may be reviewed under the contractual grievance and arbitration procedure.

2. Silver Care will notify the Union, in writing, of any discharge or suspension within five (5) 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 the Employer no later than seven (7) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth

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

#### ARTICLE XXV

#### NO STRIKE OR LOCKOUT

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

2. For the duration of this Agreement, the Union, its officers, agents, representatives, members and unit employees, shall not directly or indirectly, call, authorize, cause, or assist in a strike, refusal to work, boycott, picket, hand bill, sit-in, slowdown, interfere with, or other concerted activity with the work of the facility, whether or not the matter is covered by this Agreement or the collective bargaining relationship.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, cessation or stoppage or interruption or 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 Silver Care in writing that such action by the Employees has not been called or sanctioned by the Union.
  - c.) Notify Employees of its disapproval of such action and instruct such Employees to cease such action, and return to work immediately.
  - d.) Post notices on Union Bulletin Boards advising that it disapproves such action, and instruct such Employees to cease such action and return to work immediately.
4. The Employer agrees that it will not lock out Employees during the term of this Agreement.

## ARTICLE XXVI

### GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance shall be defined as a dispute or complaint arising between the Union and the Employer under this CBA or the interpretation, application, performance or any alleged breach thereof, and shall be processed and disposed of in the following manner:

2. All grievances must be submitted, in writing, by the party claiming to be aggrieved to the other party within five (5) days from the date the grievance occurred (except for a discharge as provided for Article XXIV).

(a) In the case involving a grievance by an employee, the grievance must be presented by the employee or his Union representative to the department head or supervisor. Within five (5) working days, the department head or supervisor will meet with the Union and will then give an answer to the grievance. If the Union is not

satisfied with the department head or supervisor's answer or if the Union has not received an answer, the Union within seven (7) working days of the answer or within seven (7) days from when the answer from the department head or supervisor was due will present the grievance in writing to the administrator. The administrator will meet with the Union representative and respond to the grievance within seven (7) seven working days. If the Union is not satisfied with the administrator's answer to the grievance or if the administrator does not respond, the Union must file for arbitration within ten working (10) days of the answer or within ten (10) working days when the answer from the administrator was due.

(b) In the case of a discharge or if the matter involves a Union grievance involving a class of employees, the matter shall be presented by the Union directly in writing to the administrator. The administrator will meet with the union and respond to the grievance within seven (7) seven working days. If the Union is not satisfied with the administrator's answer or if the administrator does not respond, the Union must file for arbitration within ten working (10) days of the answer or within ten (10) working days when the answer was due.

(c) In the event the Employer has a grievance, it shall present the matter directly in writing to the Union. The Union will meet with the Employer and respond to the grievance with seven (7) working days. If the Employer is not satisfied with the Union's answer or if the Union does not respond, the Employer must file for arbitration within ten working (10) days of the answer or within ten (10) working days when the answer was due.

3. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays. Any grievance not initiated or processed within the



time limits indicated in paragraphs one and two of this Article shall be deemed waived and shall not be subject to arbitration.

4. A grievance shall be submitted to one of the following arbitrators: J.J. Pierson, Daniel Brent or Roger Maher. The arbitrators shall be designated on a rotational basis.

5. All claims that an employee has been discriminated against because of the employee's age, sex, marital status, sexual orientation, perceived sexual orientation, disability, perceived disability, race, color, creed, or national origin in violation of applicable federal, state or local law shall be subject to the grievance and arbitration procedure as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

6. In the event a party fails to attend before the arbitrator after due notice, the arbitrator has the authority to proceed with said arbitration and issue a final award.

7. The arbitrator shall have no authority to add to, subtract from or modify any of the terms of the Agreement.

8. The arbitrator's fee shall be split by both parties.

## **ARTICLE XXVII**

### **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 provision of this Agreement is in contravention of the laws or regulations of the United States or the State of New Jersey, 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 the Agreement shall continue in full force and effect.

### **ARTICLE XXVIII**

#### **GENERAL PROVISIONS**

1. The Union shall furnish the Facility with a list of the Delegates employed by the Facility and shall notify the Facility of any changes.
2. Employees shall be required to punch in and out.
3. The Employer will make provision for the safety and health of its employees in accordance with applicable law.
4. The Employer will not require members of the bargaining unit to perform procedures which are in violation of state or federal regulations.
5. The Employer shall furnish the Union a complete seniority list upon request by the Union.

### **ARTICLE XXIX**

#### **EFFECTIVE DATE AND DURATION OF AGREEMENT**

This Agreement shall be effective July 14, 2009 and shall continue and remain in full force and effect up to, and including July 13, 2014, when it shall expire, unless an extension is agreed to by both parties, and expressed in writing, prior to such date. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein, at the time of expiration, they must notify the other party, in writing, not less than sixty (60) days prior to such expiration date.



IN WITNESS WHEREOF, the Union and Silver Care have executed this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

DISTRICT 1199C

SILVER CARE HEALTH CARE

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

CENTER

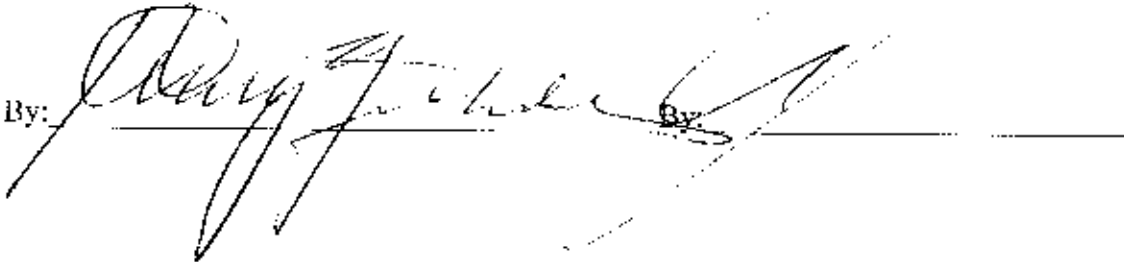
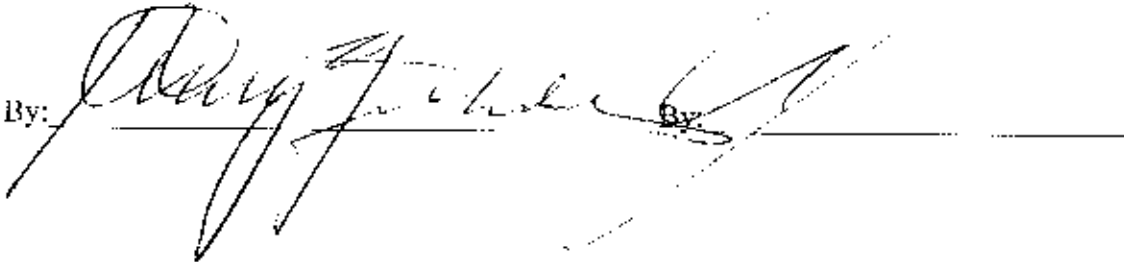
By:  By: 



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AGREEMENT

It is hereby agreed by and between District 1199C, National Union of Hospital and Health Care Employees, AFSCME and Silver Care Health Care Center that Gwen Collins and Debra Chappell shall continue to receive every weekend off. In the event of any conflict between Article 10, Section 6 in the collective bargaining agreement between the parties and this Agreement, this Agreement shall govern.

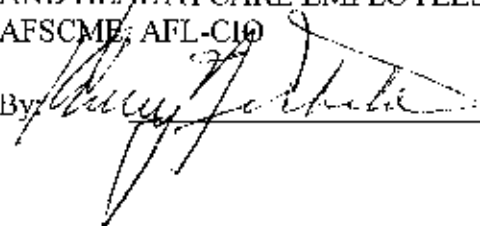
Dated:

DISTRICT 1199C

SILVER CARE HEALTH CARE

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

CENTER

By: 

By: 

