

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
STERLING HEALTH CARE AND REHABILITATION CENTER
AND
NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES, AFSCME,
AFL-CIO AND ITS AFFILIATE
DISTRICT 1199C

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AGREEMENT

This AGREEMENT made and entered this 30th day of October, 2004 by and between **STERLING HEALTH CARE AND REHABILITATION CENTER** Hereinafter called the "Employer (s)" and the **NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO**, and its affiliate, **DISTRICT 1199C**, with its offices at 1319 Locust Street, Philadelphia, Pennsylvania 19107 (hereinafter referred to as 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 promotes and improves the mutual interests of the patients of the Employer as well as of its Employees and to avoid interruptions and interference with services to patients 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

Section 1.

(a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full time and regular part time (those scheduled 15 hours a week or more) activities assistants, laundry aides, maintenance assistants, cooks; dietary clerks, dietary aides, certified nursing assistants, nursing assistants, restorative assistants, medical records clerks, housekeeping aides and relief cooks, central supply clerk, preparation cook.

(b) Excluded from the aforesaid bargaining unit are administrator, assistant administrator, administrative assistant, director of nursing, assistant director of nursing, activities director, housekeeping supervisor/manager, assistant activities director, music therapist,

recreation therapists, director of housekeeping, laundry director/supervisor, maintenance director, dietary director, dietary supervisors, cook/supervisors, dietician, nursing unit managers, nursing supervisors, registered nurse assessment coordinator, staff development Employees, restorative coordinators, charge nurses, Keystone Care Therapists Employees, social services director, social service workers, nursing staff coordinator, team director, case mix index team supervisor, nursing secretaries, medical records director, case mix index team and data entry, administrative secretary, guards and supervisors as defined in 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 Employee on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months or for the length of any leave of the Employee being replaced. However, such Employee will become a member of the Union after the expiration of the initial three (3) month period.

Section 2.

Whenever the word "Employee is used in this Agreement, it will be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article I, Section 1 hereof.

Section 3.

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

Section 4.

All part-time Employees covered by this Agreement will be eligible for wages and holiday and overtime benefits provided in this Agreement. Such benefits will be pro-rated based as specified in the holiday and vacation section.

Section 5.

Work regularly and customarily performed by an Employee will not be performed by a student Employee, supervisor or volunteer, to the extent that it results in the layoff of the Employee. A position filled by a full-time Employee which becomes open will not be split into two (2) or more part-time positions in order to provide employment for a student Employee, and no such position will be filled by student Employees unless it cannot be filled by an Employee on a full-time basis.

ARTICLE II: UNION SECURITY

Section 1.

All Employees on the active payroll as of the effective date of this Agreement, who are members of the Union, will maintain their membership in the Union in good standing as a condition of continued employment. 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 or on the thirtieth (30th) day following their date of hire, whichever comes first.

Section 2.

All Employees hired after the effective date of this Agreement will become members of the Union no later than the sixtieth (60th) day following the beginning of such employment and will thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3.

For the purposes of this Article, an Employee will 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.

Section 4.

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

Section 5.

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

ARTICLE III: CHECK OFF

Section 1.

Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit a, the Employer will, pursuant to such authorization, deduct from the wages due such Employee each month, starting not earlier than the first pay period beginning after the completion of the Employee's probationary period, and remit to the Union regular monthly dues as fixed by the Union. the initiation fee will 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.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Such Employee will be required as a condition of continued employment, to remit to the Sickle Cell Anemia Foundation, the Lupus Foundation, the American Cancer Society or a recognized and valid charity under Section 501 (c) (3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union, as provided for herein. Such sums will be checked 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 will be remitted by the Employer to the charity designated by the Employee from the above list. Such designation will be in the form of a written authorization as Exhibit B annexed hereto and made a part hereof.

Section 6.

If any such Employee who holds conscientious objections request 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 will 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;

- (1) The Employee will not have the right, authority or ability to designate engage or otherwise hire his/her own attorney to prosecute his/her

grievance if arbitration is determined to be appropriate by the Union. Only the Union will have the authority to determine whether a grievance on behalf of such Employee will be taken to arbitration.

(b) If fees are due and owing to the Union under this provision, such fees, if not paid when billed, will be deducted from the Employee's pay in accordance with Exhibit B, attached hereto, and remitted to the Union on a monthly basis and will be completely paid in a period of twelve (12) months from the month of billing; and

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

Section 7.

The Employer will 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) an agreed leave of absence or (e) revocation of the check off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees will be governed by Sections 1, 4 and 5 hereof. These provisions, however, will not relieve any Employees of the obligations to make the required dues and initiation fee payments pursuant to the Union constitution in order to remain in good standing, except as provided in Sections 4 and 5.

Section 8.

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

Section 9.

Each month, the Employer will 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 wages of Employees for the preceding month, and forward said payment to the Union on or before the 15th day of each month, together with a list of all Employees from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted and their Social Security Numbers. In addition, each month, the Employer will 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.

Section 10.

The Employer agrees to furnish the Union each month with the names of newly hired Employees, including those transferred into bargaining unit positions, including those from non-bargaining unit positions, their addresses, Social Security Numbers, classifications of work, department and dates of hire' and as well, the names of terminated Employees, including those transferred out of the bargaining unit, together with their dates of termination, and the names Employees on leave of absence and those returning from leaves of absence. The Employer will also furnish names, prior departments, and classifications of Employees promoted and or transferred and all pertinent information relating to the change in status of the Employee. The Employer will furnish such additional information as required by the Union to administer this Agreement.

Section 11.

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

Section 12.

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

Section 13.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of this 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 an Employee arising from deductions made by the Employer hereunder. Once the Funds are remitted to the Union, or to the charity of the Employee's designated choice as the case may be, their disposition thereafter will 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 will discriminate against or in favor of any Employee because of race, color, creed, national origin, political belief, sex, sexual orientation, age or membership in Union; or any disable Employee, provided such disability does not interfere with the performance of work responsibilities or duties.

ARTICLE V: UNION ACTIVITY

Section 1.

A representative of the Union will have reasonable access to the Employer's premises upon advance notification and approval by the Employer which shall not be unreasonably withheld for the purpose of conferring with the Employer, delegates of the Union and/or with the Employees for the purpose of administering this Agreement; provided, however, that such right of visitation will not interfere with the operation of the Home.

Section 2.

The Employer will provide two bulletin boards which will be used for the purpose of posting proper Union notices. Such bulletin boards will be placed conspicuously and at places readily accessible to the workers in the course of employment.

Section 3.

A delegate may be provided necessary time off from his/her assigned schedule of work, without loss of pay, while involved in the manner provided in the grievance procedure. The delegate will advise his/her supervisor of the grievance and request time to make an appointment with the appropriate supervisor at a mutually agreeable time. The delegate will report back to his/her immediate supervisor when his part in the grievance has been completed.

Section 4.

An Employee who loses time from his/her assigned schedule of work while attending health and safety meetings and/or inspections will do so without loss of time or pay.

Section 5.

In the event it becomes necessary to investigate, discuss or settle grievances during working hours, the Delegates will first obtain permission from the head of his/her Department, which permission will not be unreasonably withheld, before leaving his/her place of work; the primary concern being whether there is adequate coverage of the client.

Section 6.

Union Delegates will be granted time off for up to five (5) days per year of which one (1) day shall be a paid day off to attend Union seminars and other Union functions that require Delegates' attendance.

ARTICLE VI: PROBATIONARY EMPLOYEES

Section 1.

Newly hired Employees will be considered probationary for a period of sixty (60) working days from the date of hire, excluding time lost for sickness and other leaves of absence. Nurses Aides shall be on probation until after completion of certification. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge will not be subject to the grievance and arbitration provisions of this Agreement. The Employer will discuss the probationary Employee's performance with him/her prior to such discharge. If such discussion was not held, the Employer will consider extending the probationary period.

ARTICLE VII: SENIORITY

Section 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 and

(b) Classification Seniority will be defined as the length of time an Employee has worked continuously in a particular classification.

Section 2. Accrual

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

(b) Bargaining Unit and Classification Seniority shall be retained during a leave of absence or a lay-off up to 12 months.

(c) Temporary Employees, as defined in Article 1, Section 1 (b), will have no seniority during the time they occupy the status of temporary Employee, but should any temporary Employee become a permanent Employee, then seniority will be retroactive to the date of hire.

Section 3. Loss of Seniority

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

- (a) Terminates voluntarily;
- (b) Is discharged for just cause; and
- (c) Is laid off for a period of twelve (12) consecutive months.

Section 4. Application

- (a) Bargaining Unit Seniority will apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement; and
- (b) Classification Seniority will apply for scheduling of vacations as herein provided.

Section 5. Layoff

(a) In the event of a layoff within a job classification probationary Employees within that job classification will be laid off first without regard to their individual periods of employment. Non-probationary Employees will be the 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 or a position filled by a probationary Employee in another department which the Employee has the ability to perform, then Bargaining Unit Seniority will prevail in assigning such Employees scheduled to be laid off to such vacant position or positions filled by probationary Employees. This provision is not intended to circumvent Section 8 of this Article; and

(c) Layoffs not limited to one department or job classification, Bargaining Unit Seniority will apply unless a specific skill is required for a position or job classification.

Section 6. Lack of Work

In the event the Employer finds it necessary to reduce the hours of work of individual members of the bargaining unit as a result of low occupancy or other "lack of work" reason, facility seniority will be applied. An Employee with greater seniority will have the option of working available shifts within their job category for the duration of such reductions due to lack of work. The Employer will give adequate notice in order to assure that classification seniority can be honored irrespective of individual shifts. No bargaining unit Employees, confronted with a lack of work situation, will be limited to work only within their shift if they have sufficient seniority to work on other available shifts.

Section 7. Recall

(a) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification will be recalled in accordance with their Classification Seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid-off Employee with the most Bargaining Unit Seniority will be recalled if he/she has the ability to do the work, and if not, the next senior Employee will be recalled, and so on;

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

(c) It is agreed in principle that for the purpose of applying seniority to recall vacant positions, and layoffs, Employees in job classifications of similar types and requiring similar skills will be grouped together.

Section 8. Promotion

(a) Where a promotional vacancy in a bargaining unit job occurs, the Employer will promote the Employee with the greatest Bargaining Unit Seniority, unless as between or among the Employees who bid for the vacancy, there is an appreciable difference in their ability to do the job. Disputes under this provision will be subject to the Grievance and Arbitration provisions of the Contract; and

(b) An Employee who is promoted will 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 will be returned to his/her former job without loss of seniority or other benefits, excepting that if he/she is discharged his/her rights will be subject to Article XXII of this Agreement.

Section 9. Super Seniority of Delegates

All delegates of the Union will head the bargaining unit 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 will return to their regular seniority standing. Such super seniority rights apply only in cases of layoff and recall.

ARTICLE VIII WAGES AND MINIMUMS

Section 1.

New Employees and current probationary Employees: Job rates shall be increased as follows:

	*10/31/04	10/31/05	10/31/06	10/31/07	10/31/08
1. Preparation Cook, Central Supply Clerk	\$8.40	\$8.55	\$8.70	\$8.85	\$9.00
2. Dietary, Housekeeping, Laundry Aides, All Others	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25
3. Maintenance Assistant	\$11.75	\$11.90	\$12.05	\$12.20	\$12.35
4. Cook, Medical Records Clerk, Bldg. Maintenance Ass't	\$10.75	\$10.90	\$11.05	\$11.20	\$11.35
5. CNA's, Restorative Aides, Activities Aides, Lead Housekeeper	\$9.35	\$9.50	\$9.65	\$9.80	\$9.95

a. Employees who are currently below the above job rates shall receive either an increase in the first year of the contract to the job rate or 3%, whichever is higher. Thereafter, they shall receive increases of 3% each year of the Contract. All other Employees shall receive 3% increases each year of the Agreement, with the first such increase retroactive to October 31, 2004. All other job rates shall be increases \$.15 each year.

b. All new Employees in Category 2 shall be hired at \$.60 per hour less the job rate and shall be move to \$.30 after completion of their probationary period and another \$.30 after three months.

c. New Employees will be hired in accordance with the chart in this Section and shall progress in accordance with the chart.

- These changes will take place at the beginning of the first full pay period following this date.

Section 2.

All hours worked on a weekend (11:00 P.M. Friday to 11:00 P.M. Sunday) shall be paid at \$.60 per hour differential provided the hours worked are not make-up hours from another

weekend not worked and provided the Employees have worked all the scheduled hours in that particular work week.

Section 2.

Skilled certified journeymen maintenance Employees shall receive a differential of \$3.00 per hour over the maintenance assistant.

Section 4.

Employees, when required to work at a higher rated bargaining unit job for more than 4 hours will be paid their rate or the minimum rate for the higher job, whichever is higher.

Section 5.

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.

Section 6.

No Employee will be hired below or above the rates for his/her classification as specified in Section 1.

Section 7.

All Employees will be paid every other week with pay day being Monday at 3:00 P.M. Any payroll errors will be corrected no later than the next pay day after notification to the Employer by the Employee. This conversion shall take place beginning November 6 as presented to the Union in negotiations.

Section 8.

If the wage levels are not sufficient at any time during this Agreement to recruit and retain Employees, the parties agree to meet and discuss a solution to such problems.

ARTICLE IX: HOURS

Section 1.

The regular work week for all full-time Employees will consist of 37 ½ hours per week which does not include a ½ hour unpaid lunch each day. The regular work week for part-time

Employees will not exceed five (5) days. Employees will receive two (2) days off in each full calendar week except in the event of overtime or except for those Employees working on a six day and four day basis over a two week period of time.

Section 2.

Full time Employees will be entitled to two rest periods of ten (10) minutes each in each working day, as assigned by the Employer to each Employee. With supervisory permission, one break may be combined with lunch.

Section 3.

Any Employee who reports for work at the scheduled time will be given the opportunity to work the number of hours scheduled or, in lieu thereof, will be paid for the number of hours the Employee was scheduled to work.

Section 4.

In the event that the Employer wishes to change an Employee's starting time, the Employee will be notified in writing of such change two (2) weeks in advance. The provision will not apply to probationary Employees.

Section 5.

No employees will be required to work more than seven (7) consecutive days unless there is a schedule already in existence.

Section 6.

If Employees miss any time on their weekends scheduled to be worked, they will have to make up that time on another weekend. Employees shall be notified of the suggested rescheduled time prior to placing the Employee on a replacement weekend. The Employer will try to accommodate Employees if there are special circumstances on the first rescheduled weekend. Employees who schedule vacations that include weekends to be worked will also have to make up such weekends after the first such weekend used.

Section 7.

The Employer shall make every reasonable attempt to cover necessary vacancies in schedules prior to mandating Employees to work a double shift.

ARTICLE X: OVERTIME

Section 1.

Employees will be required to work overtime when necessary for the proper administration of the home. This will be on a rotating basis by seniority. Employees will be paid 1 ½ times the regular pay for all hours or parts of hours worked in excess of 40 hours in a work week or eight hours actually worked in a work day.

Section 2.

There will be no pyramiding of overtime.

ARTICLE XI: SHIFTS AND SHIFT DIFFERENTIALS

Section 1.

(a) There shall be a fifty cents (50¢) per hour shift differential for the 3:00 P.M. – 11:00 P.M. shift.

(b) Effective July 17, 2007, the above shift differential for the 3:00 P.M. – 11:00 P.M. shift shall be increased to \$1.25 per hour.

(c) Effective June 17, 2007 the 11:00 P.M. to 7:00 A.M. shift shall also receive a shift differential of \$1.00 per hour

(d) Employees will work on the shift, shifts or shift arrangements for which they were hired. The Employer may change an Employee's shift only for good and sufficient reason, and any such change will apply to the Employee with the least Facility Seniority within the classification qualified to do the work.

Section 2.

Whenever the Employee requests a change of shift, approval of such request will not be unreasonably withheld if vacancy exists in the classification in which he/she is then working. If more than one (1) Employee applies, such change will change to the Employee with the most Classification Seniority qualified to do the work. Notwithstanding the foregoing, Employees will have preference in filing vacancies on another shift in the classification in which he/she is then working over new hires.

Section 3.

Overtime rates will reflect shift differential for all persons working overtime where shift differential is considered regular wages.

ARTICLE XII: HOLIDAYS

Section 1.

Full-time Employees, after their first sixty (60) days of employment, will be entitled to a total of seven paid holidays within each calendar year, except as otherwise provided in Section 3 (a) below.

Section 2.

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

(b) In the event an Employee is required to work on any of the legal holidays specified herein, he/she will be paid at the rate of time and one-half (1/2) their regular pay for all hours worked on the holiday and will, in addition, receive an additional day off with regular pay within ninety (90) days of the holiday. The Employee may opt instead to simply be paid double time for working on the holiday. Full-time Employees who are not scheduled to work on a holiday shall be entitled to their regular day's pay for that day.

New Year's Day
Martin Luther King Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

In order to qualify for such additional pay, employees must work their scheduled shifts before and after the holiday. If they do not, and they do not work the holiday, they shall not receive pay for that holiday.

(c) If a legal holiday falls on an Employee's regularly scheduled day off or the Employee is given the day as a day off, the Employee will receive an additional day's regular pay or a day off with regular pay within ninety (90) days of the holiday;

(d) If a legal holiday falls during an Employee's vacation, at the option of the Employer, the vacation will be extended by one (1) day, or the Employee will receive an extra day's regular pay or a day off with regular pay. 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 will be the day on which holiday premium pay is paid to those Employees who work on that day;

(f) The holiday shall begin 11:00 P.M. the day prior to the holiday and end 11:00 P.M. on the holiday.

Section 3.

Employees after 1 year of service will be able to receive a personal day off each year provided they give 10 days notice to the Employer before scheduling it. Employees may elect to use such day to celebrate Norman Rayford Day.

ARTICLE XIII: VACATIONS

Section 1.

Employees will be entitled to accrued vacations each year with pay as follows:

- (a) Two (2) weeks after one (1) year of service;
- (b) Three (3) weeks after two (2) years of service;
- (c) Four (4) weeks after fifteen (15) years of service.

Section 2.

Vacation schedules will 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, Facility Seniority will prevail.

Section 3.

The vacation eligibility year and/or the vacation eligibility dates will be as heretofore.

Section 4.

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

Section 5.

An Employee will be paid his/her vacation pay before starting his/her vacation, provided the vacation is for a least a week. An Employee may request that the Employer defer vacation pay.

Section 6.

(a) Absences due to established illness, maternity leave or injury not exceeding two (2) weeks will be considered as time worked in determining the amount of vacation pay for Employees. If such absence extends into an Employee's scheduled vacation period, the vacation will be postponed and another period assigned. If disability due to illness or injury begins after an Employee commences his vacation, the original vacation will remain in effect;

(b) All involuntary absences as herein limited which exceed the aforesaid two (2) week period will not be deemed nor considered as time worked in computing vacation pay. For such Employees, vacation pay will be pro-rated by relating the number of weeks actually worked during the vacation eligibility year with the number of days or weeks such Employees would have been contractually entitled to had he/she worked the entire vacation eligibility year; and

(c) All voluntary absences will not be deemed nor considered as time worked in the computation of vacation pay. Where an Employee has been voluntarily absent, his/her vacation pay will be pro-rated on a percentage basis, i.e., the period of time actually worked as that period relates to the period of vacation pay due him.

Section 7.

An Employee who has quit with proper notice or who has been discharged or who has lost his/her seniority pursuant to the terms of Article VII and who has not received his/her vacation from work with pay to which he/she is entitled will receive a vacation allowance, the amount of which is to be calculated in accordance with last preceding paragraph.

Section 8.

For part-time Employees, vacation entitlement will be pro-rated 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 changeover. 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. Employees must work a minimum of 938 hours to qualify.

Section 9.

Vacation may start any day of the week.

Section 10.

No Employee will be required to provide coverage for their vacation time.

ARTICLE XIV: SICK LEAVE

Section 1.

Full-time Employees will be entitled to pay during periods of illness or injury in accordance with the following regulations. After six (6) months of continuous full-time service, Employees will begin earning sick pay at the rate of two (2) days per quarter. Sick pay accrues only on completion of each quarter of continuous full-time service and is limited to eight (8) days in any year, commencing on the six (6) month anniversary date of each Employee.

Sick pay may be accumulated for two (2) years (16 days), but will not be paid if not used.. Sick pay begins on the first day(1st) of absence from scheduled assignments because of illness or injury.

Except for Employees who are laid off because of lack of work or elimination of job classification, all accrued sick pay will be forfeited upon resignation or discharge.

If an Employee wishes to receive sick leave pay for scheduled working days missed due to illness, he/she MUST call the Home every day that he/she is normally scheduled to work.

This call-in requirement applies to all personnel who are absent from work due to illness except those who are hospitalized for illness. In this case, members of the Employee's family or close friends should attempt to notify the home of the Employee's condition at regular intervals.

Section 2.

To be entitled to the sick time benefit Employees must call out two (2) hours prior to the start of their shift. 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.

Section 3.

Pay for any day of sick leave will be at the Employee's regular pay. Sick leave pay must be requested as sick leave no later than the day the Employee returns to work whether or not a doctor's certificate is required.

Section 4.

Employees will not be required to furnish doctor's certification of illness or injury until absent for three (3) or more consecutive days, except that the doctor's certification will be required for absences on weekends and holidays.

Section 5.

Employees will continue to earn vacation and holiday benefits while out on paid sick leave.

Section 6. On-The-Job Injury

If an Employee is injured 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.

Section 7. Sick Pay Buy-Back Program

It is the policy of the Center to allow Employees the opportunity to sell back one-half of their unused sick time earned each year and roll over the remaining amount into the next year.

Procedure

1. Employees will be informed on or about December 1 of each year that they have the opportunity to sell back one-half of their unused sick days.
2. Employees must notify Payroll by December 10 of their intentions. Otherwise, the unused balance will automatically roll over up to a maximum accumulation of 16 days.
3. Employees will receive a check on or about December 20.

ARTICLE XV: PAID LEAVE

Employees, after their first sixty (60) working days of employment will be entitled to paid leave as follows:

Section 1. Funeral Leave

An Employee will be paid at the regular rate of pay for up to three (3) scheduled working days from the date of death until the day after the funeral in the event of the death of a parent, legal guardian, spouse, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and stepchildren.

Section 2. Jury Duty

All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror for each work day while on jury duty. If the Employer feels that the Employee's work is essential, an excuse from jury duty will be requested. The Employer will aid such Employees in securing release from jury duty.

ARTICLE XVI: UNPAID LEAVE

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

Section 1. Maternity Leave

Whenever an Employee becomes pregnant, she will furnish the Employer with a certificate from her physician stating the expected date of delivery. Unless medically unable to do so, the Employee will be permitted to continue to work through the term of her pregnancy, or she may leave earlier if her physician and/or the Employer's Employee Health Physician certifies that she is unable to continue working. An Employee who is medically unable to work due to pregnancy or childbirth will be on medical leave. At the conclusion of the medical leave, the Employee can have personal leave. The combination of these two laws shall not exceed twelve (12) months. 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 position.

Section 2. Military Leave

Employees will be granted military leaves of absence in accordance with applicable law. In addition, Employees will be granted leaves of absence without pay to attend the National Guard, U.S. Reserve training camps, and other similar involuntary military obligations.

Section 3. Union Business

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

Section 4. Medical Leave

An unpaid medical leave of absence may be granted for a period of up to twelve (12) months. The Employer has the right to verify the reason for the Employee's absence.

Section 5. Other Leaves

(a) An Employee who has been continuously employed for twelve (12) months or more may request an unpaid leave of absence of up to twelve (12) months by submitting a written request for same and the reasons therefore to the Administrator. The unpaid leave of absence must be approved by the Administrator. The unpaid leave of absence may be extended for a period of not more than three (3) months and the extension must be in writing.

(b) When an Employee returns to work following involuntary leave of absence, he/she will be reinstated to his/her former position with seniority. An Employee who returns to work from a voluntary leave of absence will be reinstated to his/her former job or another position with the same classification with seniority. If the Employee fails to take said opening, he/she will lose both the right to return to said job and his/her seniority, and will only be rehired as a probationary Employee.

ARTICLE XVII: PAST PRACTICES

Section 1.

- The Employer will continue free parking.
- The payroll savings plan will continue
- The practice of free hepatitis and flu shots will continue.

ARTICLE XVIII: BARGAINING UNIT WORK

Section 1.

Working Supervisors shall not perform Bargaining Unit work if it means that Bargaining Unit Employees would be on lay off.

ARTICLE XIX: MISCELLANEOUS

Section 1.

An Employee who gives notice of resignation, or whose employment is terminated, or who has been laid off, will be entitled to receive payment for unused vacation time accrued and personal holiday time accrued on the effective date of the resignation, termination or layoff.

Section 2.

All minor infractions on an Employee's personnel record will be cleared after twelve (12) months provided that the most recent six (6) month period will be free of said infraction.

Section 3.

There will be a grace period for lateness of seven (7) minutes relating to Employee's pay but not as to whether the Employee is late for the disciplinary policy.

Section 4.

The Employer will pay for all required physical examinations.

Section 5. Transportation Allowance

The Employer reserves the right to assign appropriate staff to provide care for hospitalized residents. When required by the Employer, Employees so assigned will receive a ten dollar (10.00) per day transportation allowance if transportation is not provided.

Section 6.

In the event that the Employer moves to a location that is not served by public transportation, the Employer and the Union will determine a mutually acceptable pick-up point to and from which the Employer agrees to provide transportation.

Section 7.

Understanding the Employer is a twenty-four hour (24) seven (7) day a week operation, each Employee will be given every other weekend off unless said Employee has a greater benefit.

Section 8.

The Employer will provide to the Union, and post at the institution, once yearly an updated seniority list.

Section 9. New or Changed Job Classification

(a) In the event a new classification is established or an existing classification is substantially changed, the Employer will assign it to an existing pay grade in the wage schedule and advise the Union of a proposed rate for the new job;

(b) The employer will provide the Union with a written job description of the new or changed classification which will describe the job contents sufficiently to identify the new duties;

(c) Upon receipt of the job description, the Union will be given an opportunity to meet with the Employer's representative, if the Union wishes to meet, to discuss the new or

changed classification and the assignment of a pay rate. If the parties are unable to agree to a rate for the job, the matter may be submitted through the grievance procedure.

Section 10. Inclement Weather or Call In

If an Employee reports to work within two (2) hours of the start of the shift he/she will be paid for the full shift when a weather emergency is declared by the Administrator.

Section 11.

When Employees are required to be pulled it will be done on a rotating basis and by seniority.

ARTICLE XX: HEALTH AND WELFARE

Section 1.

(a) The Employer's current health insurance plan or a comparable one shall be continued for the duration of the Agreement. Effective July 1, 2005, the daily rate for in-hospital care shall be changed to \$150.00 per day.

(b) Life Insurance

Employees shall receive a \$25,000 life insurance policy effective November 1, 2007 (11/1/07) paid for by the Employer.

(c) Short-Term Disability

Effective November 1, 2007 (11/1/07) Employees shall receive a short-term disability benefit which pays Employees up to 60% of their salary for up to 13 weeks with a maximum weekly benefit of \$500.00 in each twelve-month period..

Section 2.

If the Union develops a health insurance package for nursing homes, the Employer agrees to meet and discuss that plan and the possible substitution of that plan for the Employer's plan.

ARTICLE XXI: PENSION FUND

Section 1.

The Employer's current 401(k) plan shall continue for the duration of the contract. The Employer agrees to meet and discuss the Union's pension plan at the same time meetings and discussions occur under Article XX.

ARTICLE XXII: HIRING

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

Section 1.

The Employer will utilize the Union's Employment Service for the recruitment and referral of qualified personnel for Employer bargaining unit job vacancies and training positions, including temporary and part-time positions.

Section 2.

The Employer will notify the Union's Employment Service of all bargaining unit jobs and training position vacancies and will afford the Service seventy-two (72) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.

Section 3.

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

Section 4.

Notwithstanding the foregoing, the Employer retains the right to hire applicants from other sources in the event that the Employment Service does not refer qualified applicants within said seventy-two (72) hour period.

Section 5.

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

Section 6.

No employee from any source other than the Union's Employment Service nor any student Employee will work in a bargaining unit position without pre-notification by the Employer to the Union.

ARTICLE XXIII: MANAGEMENT RIGHTS

Section 1.

The management and operation of the enterprise and the direction of the work force are vested exclusively with the Employer. The Employer retains all of the power, rights, functions, responsibilities and authority to operate its business and direct its Employees except as limited by express language of this Agreement. The rights reserved to the Employer include all matters of inherent managerial policy including those necessitated by the unique nature of Employer's operations. Prominent among the rights reserved to and retained by the Employer, but by no means wholly inclusive, are the sole right to hire, train, classify, assign, transfer, discipline or discharge for just cause, layoff and promote; to determine or change the starting and quitting time and the number of hours to be worked; to establish and change work schedules and assignments; to establish job duties and standards of performance; to require overtime as needed; to promulgate reasonable rules, standards and regulations; to assign duties to the work force, to assign to transfer temporarily or permanently Employees as operations may require; to plan and continue operations; to exercise control and discretion over the organization and effectiveness of operations; to determine the number of Employees and duties to be performed by them; to maintain the efficiency of Employees to establish, expand, reduce, appoint, combine, consolidate or abolish any job classification, department or service; to introduce new or improved methods, materials, equipment or facilities; to utilize suppliers, subcontractors and independent contractors as it determines appropriate; to control all property of the Employer; to transfer any or all operations to any location or discontinue the same in whole or part; to utilize Employees wherever necessary in cases of emergency or in the interest of patient care; to determine and implement standards related to education, training, operations and patient care; to change or abolish job titles, departments or units; to determine and change work shifts, schedules, rotations and starting and quitting times; and in all respects to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement. The Employer reserves the right to discontinue operations in whole or in part to transfer, to sell or otherwise to dispose of its business in whole or in part, to determine the number and types of Employees required, to subcontract work after notification to the Union, meetings with the Union and explanations as to the need for the subcontracting and to otherwise take such measures as management may determine to be necessary to the orderly or economical operation of the business. The above set forth management rights are by way of example, but not by way of limitation. The Union recognizes that the Employer may introduce a revision in the method or methods of operation, which may produce a revision in job duties and reduction of personnel in any job classification.

ARTICLE XXIV: DISCHARGE AND PENALTIES

Section 1.

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

Section 2.

The Employer will notify the Union in writing of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it should give written notice thereof to the Employer within five (5) working days, but not later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute will be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however, commencing at STEP 3 of the grievance procedures.

Section 3.

When an Employee is ordered to leave his/her work for disciplinary reasons, his/her Delegate will be notified by the Employer, and the Delegate will, without loss of pay, be afforded the opportunity to consult with the Employee for a reasonable period of time at a place provided by the Employer, before the Employee leaves the premises.

Section 4.

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

ARTICLE XXV: NO STRIKE OR LOCK-OUTS

Section 1.

Neither the Union, its officers, agents representatives nor any Employee shall engage in a strike, work stoppage, slow-down, concerted refusal to work overtime, cessation or stoppage or interruption of work, sick-out, job action, or prevent or attempt to prevent the access of any person to the Employer's facilities during the term of this Agreement.

Section 2.

Any Employee engaging in a strike or work stoppage of any sort may be subject to discipline up to and including discharge. Such discipline or discharge taken pursuant to this section shall not be subject to the arbitration provisions of the Agreement except on the question of whether the Employee actually engaged in a strike or work stoppage.

Section 3.

The Union, its officers, agents, representatives and members, shall not, in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work or boycott, or any other action in violation of paragraph 1 of this section or condone or lend support to any such conduct or action.

The collective action of Employees in violation of this paragraph may also be deemed to be the action of the Union, its officers, agents, representatives, delegates and members.

Section 4.

In the event of an alleged or asserted breach of this section, the parties may resort to the courts of competent jurisdiction and/or may file a contractual grievance arbitration procedure through expedited arbitration by immediately notifying the American Arbitration Association which shall immediately appoint an arbitrator who shall schedule a hearing within twenty-four (24) hours of the appointment to issue an immediate award with an opinion to follow. In addition, the Union and the Employer recognize that the Employer may seek injunctive relief and any appropriate damages for breach of this provision without submission of the matter to the grievance and arbitration procedures of this agreement.

Section 5.

The Employer agrees that it shall not lock out Employees during the term of this Agreement.

ARTICLE XXVI: SCOPE OF BARGAINING

Section 1.

The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement., This Agreement expressly supersedes any practices, understandings and agreements not specifically provided for and incorporated in this Agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waves the right to request or require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered in this Agreement, whether or not such matters may not have been within the knowledge or contemplation of each or both of the parties at the time they negotiated or signed this Agreement. This Agreement thus contains the entire understandings, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically and expressly provided herein. Changes in this Agreement, whether by addition, waivers, deletions, amendments or modifications must be mutually agreed upon in writing and signed by both parties.

Section 2.

The Employer agrees not to enter into any other agreement or contract, written or oral, with the Employees subject to this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE XXVII: GRIEVANCE PROCEDURES

Section 1.

A grievance will 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 should be processed and disposed of in the following Manner

Step 1. Within ten (10) days of the complaint (except as provided in Article XVI), an Employee having a grievance and/or the Union Delegate or other representative will take it up with the Department Head. In nursing, the immediate supervisor shall be the charge nurse. The Employer will give its answer to the Employee and/or the Union Delegate or other representatives 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 will be reduced to writing, signed by the grievant and his/her Union representative and presented to the Administrator or his/her designee. A grievance so presented in Step 2 will 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 in Step 3. A grievance will be presented in this Step to the Labor Liaison, or his/her designee; and that person will 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 Facility to answer a grievance at any Step will not be deemed acquiescence thereto, and the Union may proceed to the next Step.

Anything herein to the contrary notwithstanding, a grievance concerning a discharge or suspension may be presented initially in Step 3 in the first instance, within the time limit specified in Step 3.

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

Section 2.

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

Section 3.

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

ARTICLE XXVIII: ARBITRATION

Section 1.

A grievance, as defined in Article XXVII, which has not been resolved thereunder may, within thirty (30) working days after the completion of Step 3 of the grievance procedure, be referred for arbitration by the Employer or by the Union to an Arbitrator selected in accordance with the procedures of the American Arbitration Association (hereinafter called "AAA"). The arbitration will be conducted under the Voluntary Labor Arbitration Rules then prevailing of the AAA.

Section 2.

The fees and expenses of the AAA and the Arbitrator will be borne equally by the parties.

Section 3.

The award of an Arbitrator hereunder will be final, conclusive, and binding upon the Employer, the Union and the Employees. The Arbitrator will issue a written opinion within thirty (30) days of the close of the hearing.

Section 4.

The Arbitrator will have jurisdiction only over the disputes arising out of grievances, as defined in Article XXVII, and he/she will have no power to add to, subtract from, or modify in any way any of the terms of this agreement.

ARTICLE XXIX: HEALTH AND SAFETY

Section 1.

There will be established a Health and Safety Committee made up of equal representation of Union and Employer representatives.

Section 2.

The Employer will furnish each Employee with a safe and healthy workplace, which will be free from recognized hazards. The need for such safety devices and safeguards will be determined and specified by the Chief Safety Officer and/or the Safety Committee of the institution in compliance with applicable law. It will be an obligation of each Employee to use these devices and safeguards as instructed.

Section 3.

The Employer will inform Employees coming into contact with known hazardous conditions or toxic substances in the course of performing assigned duties as to the nature of the hazards and what measures, including personal protective equipment, are to be followed to avoid exposure. "Hazardous" or "toxic" should be as determined by the Chief Safety Officer and/or the Safety Committee in accordance with applicable law.

Section 4.

The Employer will provide such medical services and tests as may be needed for assessment of possible exposure to hazards and toxic substances at no cost to the Employee. The Employer agrees to provide each Employee's physician, upon written request by the physician, with a complete report of the results of any tests or examination given to him.

Section 5.

Recommendations from the Health and Safety Committee will be taken into consideration in the formulation and administration of Employer's health and safety policies and procedures.

ARTICLE XXX: 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 contradiction of the laws or regulations of the United States or the State of Pennsylvania, such provision will 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 will continue in full force and effect.

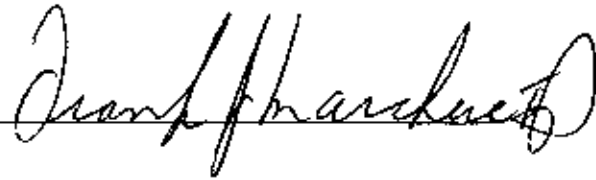
ARTICLE XXXI: DURATION OF AGREEMENT

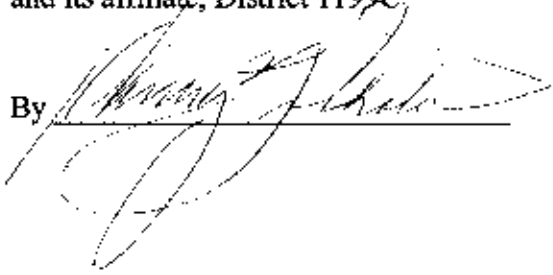
This Agreement will be in full force and effect for the period commencing **October 30, 2004** and ending **October 30, 2009**. The Employer and the Union agree jointly to enter into discussion relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement this ____ day of _____, 2007.

Sterling Health Care and Rehabilitation Center

National Union of Hospital and Health
Care Employees, AFSCME, AFL-CIO,
and its affiliate, District 1199C

By 

By 

**EXHIBIT A
DUES CHECKOFF**

Hospital	Social Security No.	Init. Fee	Job Cat.	Dues Amt.	Starting Date

DO NOT WRITE IN ABOVE SPACE—FOR OFFICE USE ONLY

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

Please Print

Name _____ Date _____

Address _____ Apt. _____

City/State _____ Zip _____

Employed at _____ Dept./Job Title _____

Salary _____ Hrs. per week _____ Date Hired _____

Work Phone _____ Home Phone _____

I hereby accept membership in the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, and designate said union to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the Constitution and Bylaws of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO.

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____, 20____

To: _____ (the Employer)

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

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

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

not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER and the UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law including section 302© of the Labor Management Relations Act of 1947.

Print Name _____ Soc. Sec. No. _____

EXHIBIT B
CONSCIENTIOUS OBJECTOR

DATE: _____

TO: _____

You are hereby authorized and directed to deduct a sum equal to the initiation fee required by District 1199C, National Union of Hospital and Health Care Employees as a condition of membership and in addition thereto, deduct each month a sum equal to the monthly membership dues required by said Union, and to remit all such deductions so made to the following charity:

This contribution will be deducted from my pay and remitted to the charity no later than the tenth (10th) day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deduction. This authorization will be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and will, however, renew itself from year to year unless the Employee gives written notice addressed to the Employer at the following address:

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

In addition to the foregoing, the undersigned hereby authorizes the Employer to deduct in twelve (12) equal monthly installments, the sum assessed by the Union against the undersigned, for fees incurred in connection with representation by the Union at all stages of the grievance procedure, including the reasonable customary fees of the Arbitration, arbitration fees, and the fees of the Union's attorney, as well as such other costs which the Union will assess in connection with that procedure.

Social Security Number _____

Clock Number _____

Department _____

Signature _____

Address _____

**EXHIBIT C
CREDIT UNION CHECKOFF**

District 1199C Credit Union

PLEASE PRINT

NAME _____ **SOC. SEC. NO.** _____

ADDRESS _____ **PHONE** _____

CITY/STATE _____ **ZIP CODE** _____

EMPLOYED AT _____

DEPARTMENT _____ **JOB TITLE** _____

AMOUNT OF DEDUCTION _____ **PER PAY PERIOD**

SIGNED _____

Credit Union Check-Off Authorization

Effective Date _____

To: _____
(Name of Employer)

You are hereby authorized and directed to deduct from my wages or salary the sum of \$ _____ each pay period not to exceed ten percent (10%) of my wages of each pay period and to remit such deductions to the District 1199C Credit Union, or to any other credit union in which the Hospital participates (if I so designate), no later than the tenth (10th) day of each month following the month in which the deductions are made. This authorization may be revoked by a 30 day written notice sent to the District 1199C Credit Union, unless this authorization is executed as security for or as a manner or method of the repayment of a loan from the District 1199C Credit Union doing business in New York and in such latter event the same will be in full force and in effect until the loan from the District 1199C Credit Union has been paid in full.

Name _____ **Address** _____
(print)

Signature _____

Social Security Number _____
Job Title _____

EXHIBIT D
POLITICAL ACTION

Political Action – Protection for your future

District 1199C Political Action Fund Pledge

Please print

Name _____

Address _____ **Phone** _____

City _____ **State** _____ **Zip Code** _____

Employed at _____

Department _____ **Job Title** _____

Amount of Pledge _____ **per year** **Social Security No.** _____

Signature _____ **Date** _____

Register and Vote!

District 1199C Political Action Fund

Check-Off Authorization

Date _____

To: _____
(Name of Employer)

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

Soc. Sec. No. _____ Signature _____

Dept. _____ Home Address _____