

AGREEMENT

By and Between

115 SUNSET ROAD OPERATIONS LLC

d/b/a

BURLINGTON WOODS

And

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

July 1, 2014 - July 1, 2018

ARTICLE

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AGREEMENT, made and entered into this 1st day of July, 2014 by and between **115 SUNSET ROAD OPERATIONS LLC, D/B/A BURLINGTON WOODS** (hereinafter called the "Employer" or "Center"), its successors and assigns, and the **NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, A.F.S.C.M.E., AFL-CIO** and its affiliate **DISTRICT 1199C** (hereinafter referred to as the "Union") acting herein on behalf of the Employees of the Center, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees".

WITNESSETH

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the customers of the Employer as well as of its Employees and to avoid interruptions and interferences with services to customers 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 - THE COLLECTIVE BARGAINING UNIT

Section 1.1 (a) The Employer recognizes the Union as the sole and exclusive bargaining representative of all of the Employees in the following bargaining unit: all registered nurses, licensed practical nurses and graduate practical nurses employed by the Employer as certified by the National Labor Relations Board in Case No. 4-RC-14046.

(b) Excluded from the aforesaid bargaining unit are all other technical and professional Employees, service and maintenance Employees, office clerical Employees, guards and supervisors as defined by the National Labor Relations Act and temporary Employees as defined herein.

(c) A temporary Employee is one who is hired to replace an Employee on authorized leave only. A temporary Employee shall be hired for a four (4) month period which may be extended up to an additional three (3) months or for the length of the authorized leave of the Employee being replaced with the consent of the Union which shall not be unreasonably withheld. However, such Employees shall become a member of the Union after the expiration of a three (3) month period. In the event that a temporary Employee becomes a permanent Employee, the Employee's seniority shall reflect all weeks worked as a temporary Employee.

Section 1.2 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 1, Section 1.1, hereof.

Section 1.3 At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to that Employee a written notice that the Employer recognizes and has an Agreement with the Union and will inform the Employee of the provisions of Articles 2 and 3 of this Agreement.

ARTICLE 2
UNION SECURITY

Section 2.1 All Employees on the active payroll as of the effective date of this Contract, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.

Section 2.2 All Employees on the active payroll as of the effective date of this Contract who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of this Contract and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 2.3 All Employees hired after the effective date of this Contract shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 2.4 For the purpose of this Article, an Employee shall be considered a member of the Union in good standing if he tenders his periodic dues and initiation fee uniformly required as a condition of employment.

Section 2.5 An Employee who has failed to maintain membership in good standing as required by this Article, shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

Section 2.6 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 3
CHECK-OFF

Section 3.1 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit A, the Employer shall, pursuant to such authorization deduct from the wages due said Employee each month (one-half (½) of the monthly dues shall be deducted from the first two (2) paychecks of the month), 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.

Section 3.2 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, 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 such deductions, except that deductions for terminated Employees shall be covered by Section 3.1 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.

Section 3.3 The Employer shall not be obligated to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 3.4 Each month, the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of the Employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.

Section 3.5 Upon receipt of proper written authorization from the Employee, the Employer shall deduct from the Employee's pay, and remit to a designated credit union, such sums as requested by the Employee.

Section 3.6 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.

Section 3.7 The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classifications of work, rate of pay, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.

Section 3.8 The Employer agrees to make payroll deductions from Employees' pay to the District 1199C Political Action Fund upon written authorization of any Employee covered under this Agreement. Said authorization shall be in the form attached hereto.

Section 3.9 In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from Employees' pay upon thirty (30) days written notice from the Union.

Section 3.10 Each month, the Employer shall remit to the Union all deductions made from the wages of Employees for the preceding month, together with a list of all Employees from whom deductions have been made.

ARTICLE 4 **NO DISCRIMINATION**

Section 4.1 Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political or religious belief, sex, age, veteran status or handicap, or union membership or activity.

ARTICLE 5
UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

Section 5.1 Union representatives shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. When a Union representative enters the Employer's premises, he shall notify the administrator or person in charge of his visit. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his visit.

Section 5.2 When a delegate finds it necessary to enter a department of the Center other than their own department, they shall first secure the permission of their supervisor and when they arrive in the other department will secure the permission of that supervisor. Such visit shall not interfere with the operation of the Center.

Section 5.3 The Union delegates shall be allowed to attend regularly scheduled monthly delegate assemblies without loss of pay. The Employer will be permitted to rearrange the delegate's schedule for the meeting day to permit the delegate to attend meetings. The Center will receive no less than one week notice of such meetings.

Section 5.4 The Employer shall provide appropriate meeting space upon forty-eight (48) hours request of the Union or its representatives.

Section 5.5 The Employer shall provide two (2) enclosed bulletin boards for the exclusive use of the Union. Such bulletin boards shall be located in places readily accessible to Employees in the course of their employment.

Section 5.6 The Employer will provide a total of six (6) days per contract year of paid time off for delegates to attend to Union business outside the facility.

ARTICLE 6
HIRING

Section 6.1 It being the desire of the parties to provide for an orderly system of recruitment and placement of workers in jobs in the health care industry, it is therefore agreed:

(a) The Employer shall utilize the Union's Employment Service for the recruitment and referral of qualified personnel for bargaining unit job vacancies and training positions.

(b) The Employer shall notify the Union's Employment Service of all bargaining unit job and training position vacancies and shall afford the Service twenty-four (24) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.

(c) The Employment Service shall be administered by the Union and the costs of operating the Service shall be borne by the Union.

(d) Notwithstanding the foregoing, the Employer retains the right to hire such applicants referred by the Employment Service as it deems qualified in its sole discretion. The Employer also retains the right to hire applicants from other sources in the event the Employment Service does not refer qualified applicants within such twenty-four (24) hour period.

ARTICLE 7
PROBATIONARY EMPLOYEES

Section 7.1 Newly hired Employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment.

Section 7.2 During the probationary period, the Employer may discharge any such Employee and such discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Section 7.3 An Employee's seniority shall commence upon completion of probation, and shall be retroactive to his date of hire.

ARTICLE 8
SENIORITY

Section 8.1 Definition of Seniority:

(a) Bargaining unit seniority shall be defined as the total length of time an Employee has been employed by the Employer.

(b) Classification seniority shall be defined as the length of time an Employee has been employed in a specific job classification by the Employer.

(c) Distinctions in the RN/LPN job classification may occur where required by regulation. The parties agree to meet and discuss job classification distinctions which may be necessary in market driven contractual relationships or by patient care needs.

Section 8.2 Accrual of Seniority:

All seniority shall accrue during a continuous authorized leave of absence without pay up to one (1) year, provided that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed one (1) year or the length of an Employee's seniority whichever is less, if the Employee is recalled into employment; and during sick leave of up to one (1) year or length of seniority, whichever is less.

Section 8.3 Loss of Accrual of Seniority: An Employee's seniority shall not accrue and shall be lost when he:

- (a) Terminates voluntarily.
- (b) Is discharged for cause.
- (c) Is laid off or disabled for more than a period of one (1) year,
- (d) Fails to return from authorized leave of absence or an extension thereof at specified time when physically able to do so.

(e) Employee fails to return from a layoff within three (3) days after receipt of a certified letter from the Employer offering reinstatement, unless two (2) weeks is necessary to give notice to another Employer. Copy of letter will be sent to the Union.

(f) Employees who, while on a leave of absence from the Center, take another job during their normal working hours without written permission from the Administrator.

(g) Falsifying the reason for a leave of absence whether such leave is paid or unpaid.

Section 8.4 Application:

Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

Section 8.5 Layoffs:

(a) Layoff - In the event of layoff within a job classification, temporary and probationary Employees in that job classification shall be laid off first. Non-probationary Employees shall be next laid off on the basis of their bargaining unit seniority.

(b) Delegate Seniority - All Delegates of the Union under this Contract shall head the bargaining unit and classification seniority list for the duration of their term of office. At the expiration of their term of office or removal or resignation, they shall be returned to their regular seniority standing. Such delegate seniority rights shall apply in layoff and recall provisions only.

Section 8.6 Recall from Layoff :

(a) Whenever a vacancy occurs in a job classification, Employees shall be recalled as follows:

Any Employees who were previously laid off shall initially be recalled according to their bargaining unit seniority.

(b) It shall be the responsibility of the Employee to keep the Employer informed of his current address and to notify the Employer, at once, in writing, of any change thereto.

Section 8.7 Promotions and Transfers

Vacancies shall be posted for three (3) days. Where a vacancy in a bargaining unit job occurs, and two or more Employees bid for that vacancy, the Employer shall promote the Employee with the greatest bargaining unit seniority within that classification.

ARTICLE 9
WAGES AND MINIMUMS

Section 9.1 (a) Wages:

Non-Probationary Employees will receive the following across the board wage increases:

July 1, 2014	\$0.35
January 1, 2015	\$0.35
July 1, 2015	\$0.36
January 1, 2016	\$0.36

Start rates shall be adjusted to remain \$.75 below job rates. The chart at 9.1 (b) has been modified to reflect the dates in this agreement.

There shall be a reopener on July 1, 2016 to determine economics for the remaining duration of the CBA, with the exception as to the CBA remaining in effect during the reopener, is the Article 24 No Strike -- No Lockout. The parties agree to a 60 day period prior to 12:01 a.m. July 1, 2016 for bargaining.

Section 9.1 (b) Start Rates and Job Rates

A. Regular 7am to 7pm	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate
	7/1/14	After 60 Days		1/1/15		After 60 Days		7/1/15
RN	\$25.83	\$26.58	\$26.18	\$26.93	\$26.54	\$27.29	\$26.90	\$27.65
LPN	\$22.94	\$23.69	\$23.29	\$24.04	\$23.65	\$24.40	\$24.01	\$24.76
B. Evenings\Nights and 7pm to 7am Nurses								
RN	\$26.45	\$27.20	\$26.80	\$27.55	\$27.16	\$27.91	\$27.52	\$28.27
LPN	\$23.59	\$24.34	\$23.94	\$24.69	\$24.30	\$25.05	\$24.66	\$25.41
C. Weekends 7am-7pm and 7-3								
RN	\$35.62	\$36.37	\$35.97	\$36.72	\$36.33	\$37.08	\$36.69	\$37.44
LPN	\$31.37	\$32.12	\$31.72	\$32.47	\$32.08	\$32.83	\$32.44	\$33.19
D. Weekends 7pm to 7am and 3-11, 11-7								
RN	\$36.58	\$37.33	\$36.93	\$37.68	\$37.29	\$38.04	\$37.65	\$38.40
LPN	\$32.31	\$33.06	\$32.66	\$33.41	\$33.02	\$33.77	\$33.38	\$34.13

Section 9.1 (c)

There shall be a twenty-five cents (.25) per hour differential (which shall be considered part of the Employee's base rate) for those 7 - 3 Nurses who are designated as Head Nurse on each wing and have twenty-four (24) hour overall responsibility for the wing. Such "Head Nurse" designation shall not imply any supervisory status as defined under the National Labor Relations Act and shall not exclude any Nurse so designated from the bargaining unit.

Section 9.2 - Supplemental Wage

Employees who were employed during the period July 1, 2006 through July 1, 2008 have a "supplemental wage" added to their regular rate; that supplemental wage may be \$0.40, \$0.60, or \$0.80 depending on when the Employee was hired. Such supplemental wages shall not be considered as gross wages under Article 28, but shall be subject to the provisions of all other aspects of this Agreement.

Section 9.3 Unclassified Jobs:

If an Employer should establish a new position or significantly change the duties of any Employee to such an extent that the Employee's work does not fall within any classification covered by this Agreement and yet involves duties which render the Employee subject to the Agreement, the wage rate of such Employee shall be determined by negotiation between the Union and the Employer. If the parties are unable to agree on a wage rate, the matter shall be submitted to arbitration. Prior to the negotiation of the wage rate, the Employer shall submit to the Union the description of the new position or change in the duties of the existing position.

Section 9.4

Employees working under scheduling program (d), two twelve-hour shifts every Saturday and every Sunday, who do not make one hundred percent (100%) of the full-time LPN job rate shall be given the opportunity, consistent with the bargaining agreement, to work the necessary additional hours or overtime during each reporting period to the Benefit fund, to Qualify for Wage Class I benefits. If, and only if such an Employee is not offered this opportunity, consistent with the collective bargaining agreement, the Employer will supplement the contribution made to the fund, to qualify that (those) member(s) for Wage Class I benefits.

ARTICLE 10
HOURS OF WORK

Section 10.1 The normal shifts shall be as follows:

6:45 A.M. to 3:15 P.M.
2:45 P.M. to 11:15 P.M.
10:45 P.M. to 7:15 A.M.

The normal work week shall be Sunday through Saturday inclusive. This provision shall not constitute a guarantee of certain hours of work per week.

Section 10.2 All work performed by RN's and LPN's in excess of forty (40) hours per week, shall be paid at the rate of one and one-half (1½) times the regular straight time rate of pay. All

contractually paid days except sick days, vacation days and personal days, such as, but not limited to holidays, jury leave, military leave or funeral leave will be considered as time worked for the purpose of computing overtime.

Section 10.3 Overtime Call Down List - On a monthly basis Employees will sign up if they choose to be called for last minute overtime/additional time opportunities the following month. Employees are encouraged but not required to specify if they have a preferred shift and/or day that they would like to be contacted for overtime; in the alternative, an Employee may specify certain shifts or days they do not wish to be contacted for overtime opportunities.

Section 10.4 A list will be posted showing available openings in the upcoming schedule. Employees who wish to pick up additional shifts will place their names on the open shift positions. Once the schedule comes down, the Scheduler will designate which Employees will work the vacant shifts based on criteria already established in the Collective Bargaining Agreement (Employees that can work straight overtime first by seniority; then Employees who can work at an overtime rate by seniority). The Scheduler will then issue a personal schedule to each Employee. Employees may edit the schedule at that point declining shifts if they so choose, sign it and return it to the Scheduler. Once a nurse has signed her schedule and returned it to the Scheduler she is committed to work those shifts as part of her regular schedule. If a nurse declines a shift, the Scheduler will then move to the next eligible Employee based on criteria contained in the Collective Bargaining Agreement.

Section 10.5 When additional hours or overtime become available, it shall be distributed in the following manner:

A. Available shifts identified at the time the schedule is initially posted shall first be offered in order of seniority, to Employees who, under this agreement would be compensated at straight time for the shift. If, after offering the time to such Employees, vacant shifts still remain, the Employer, at its option may assign the shifts, subject to the 70% limitation on assignment away from the home floor. Vacant shifts remaining after this option has been utilized or passed over shall be

offered to all bargaining unit members in seniority progression, subject to the sign up lists in Sections 10.3 and 10.4 above.

B. Available shifts arising after the posting of the schedule will be offered, in order of seniority, to Employees who, under this agreement would be compensated at straight time for the shift. If a vacant shift(s) still remains after this offering, it (they) shall be offered to the bargaining unit in order of seniority, subject to the sign up requirements in Sections 10.3 and 10.4 above.

C. Mandatory overtime can be invoked by the Employer when there is an emergency threatening the health and welfare of the patients (i.e. inclement weather, Act of God, outbreak of communicable disease, etc.).

Section 10.6 All RN's and LPN's shall receive one-half (1/2) hour unpaid meal period and two (2) paid fifteen (15) minute breaks each work day. 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 extreme emergencies, nurses are expected to respond.

Section 10.7 An Employee who reports for work at the start of his regular assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of four (4) hours' pay at the regular hourly rate of pay, or they may be assigned other nursing work to do that they can perform at their applicable rate of pay. This provision shall not apply when failure to provide work is due to an Act of God.

Section 10.8 Schedules shall be posted at least seven (7) days in advance to cover a one (1) month period.

Section 10.9 Part-time Employees scheduled for mandatory overtime shall receive time and one-half (1½) for all mandatory overtime hours.

Section 10.10 Full-time Employees shall be defined as those regularly paid thirty-six (36) hours per week.

ARTICLE 11
WEEKEND DIFFERENTIAL

Section 11.1 The Employer agrees to pay an additional two dollars (\$2.00) per hour above their basic hourly rate to Employees working any of the shifts commencing at 7:00 a.m. Saturday and concluding at 7:00 a.m. Monday provided, however, that this provision shall not apply to Employees working in any of the weekend scheduling programs set forth in Article 12.

ARTICLE 12
SCHEDULING PROGRAMS

Section 12.1 In addition to part-time schedules as per Side Letter 2 concerning part-timers, the following scheduling programs ("jobs") will be offered to Employees:

- (a) Eight (8) hour shifts, ten (10) days per pay period, every other weekend on - eighty (80) hours pay (including \$2/hour weekend premium), full compliment of sick days, holidays and vacation.
- (b) Eight (8) hour shifts, ten (10) days per pay period, no weekends - eighty (80) hours pay, full compliment of sick days, holidays and vacation, but see Section 12.5 phase out language effective 2010.
- (c) Twelve (12) hour shifts every Saturday and Sunday - thirty-six (36) hours pay (only for incumbent Employees as of July 1, 1994 who remain in this scheduling program; Employees who choose this program after July 1, 1994, shall receive pay as identified in Article 9), pro-rated sick days, holidays and vacation (example - fourteen (14) weekend days off per year).
- (d) Twelve (12) hour shifts every other Saturday and Sunday - thirty-six (36) hours pay (only for incumbent Employees as of July 1, 1994 who remain in this scheduling program; Employees who choose this program after July 1, 1994, shall receive pay as identified in Article 9), pro-rated sick days, holidays and vacation (example - seven (7) weekend days off per year).
- (e) Eight (8) hour shifts every Saturday and Sunday - twenty-four (24) hours pay (only for incumbent Employees as of July 1, 1994 who remain in this scheduling program; Employees who

choose this program after July 1, 1994, shall receive pay as identified in Article 9), pro-rated sick days, holidays and vacation (example - fourteen (14) weekend days off per year).

(f) Eight (8) hour shifts every other Saturday and Sunday-twenty-four (24) hours pay (only for incumbent Employees as of July 1, 1994 who remain in this scheduling program; Employees who choose this program after July 1, 1994, shall receive pay as identified in Article 9), pro-rated sick days, holidays and vacation (example - seven (7) weekend days off per year).

(g) Eight (8) hour shifts every Saturday and Sunday plus one eight (8) hour shift during the week - thirty-two (32) hours pay (only for incumbent Employees as of July 1, 1994 who remain in this scheduling program; Employees who choose this program after July 1, 1994, shall receive pay as identified in Article 9, pro-rated sick days, holidays and vacation (example -fourteen (14) weekend days off, seven (7) weekday days off per year).

The number of days off listed as an example for Employees hired prior to September 1, 2010 is based on entitlement to two (2) weeks vacation after one (1) year of service. Employees with more vacation entitlement will receive a proportionally higher number of benefit days off as follows:

	<u>Every Weekend</u>	<u>Every Other Weekend</u>
Three Years	15 Paid Days Off	7 1/2 Paid Days Off
Four Years	16 Paid Days Off	8 Paid Days Off
Five Years	17 Paid Days Off	8 1/2 Paid Days Off
Six Years	17 Paid Days Off	8 1/2 Paid Days Off
Seven Years	18 Paid Days Off	9 Paid Days Off
Eight Years	18 Paid Days Off	9 Paid Days Off
Eleven Years	20 Paid Days Off	10 Paid Days Off

Section 12.2 After Employee preferences have been made, if the Employer cannot accommodate all of the requested schedules, preferences shall be granted by seniority and by shift.

Section 12.3 New Employees in the weekend scheduling programs hired after July 1, 2000 shall accrue paid days off at the rate of one per month in months one through five and two in month six; and one per month in months seven through eleven and two in month twelve for a total of

fourteen. A total of two may be carried over into the second year of service. Employees with one (1) year or more of service shall be entitled to their paid days off beginning on their anniversary date thereafter but may not carry over any unused paid days off into the following year.

Section 12.4 Employees who are working in a schedule where they are entitled to “Paid Benefit Days Off” shall be entitled to “sell back” the pro-rated sick time portion of their benefit days on their anniversary date.

Section 12.5 In the 2010 negotiations the Parties have agreed to begin a transition process to every other weekend on schedules as follows:

Transition to every other weekend schedules. Where incumbent Employees working Monday through Friday every weekend off positions or any of the weekend schedule programs positions voluntarily leave their position, their position will be posted for incumbent Employees working at the Center as of September 1, 2010 to bid on. If no incumbent Employees bid on the position, it will be eliminated and replaced with a Monday through Friday every other weekend position.

If during the transition period to these new Monday through Friday every other weekend positions, the every other weekend positions cannot be implemented right away (due to scheduling conflicts, for example) new Employees may be hired into temporary Monday through Friday every weekend off positions, but will be advised at time of hire that their position will eventually become an every other weekend position. Before new hires are hired into temporary Monday through Friday weekend off positions (as described in the sentence above) those temporary positions will be posted for current Employees to bid on with the understanding that those positions will eventually become every other weekend positions.

ARTICLE 13 **STAFFING AND SCHEDULING**

Section 13.1 The home bases of nurses at the three facilities of the Employer shall provide for scheduling as set forth below.

Burlington Wds	7-3	3-11	11-7	Total
Unit A	3	2	1	6
Med Unit B	3	3	2	8
Unit D	3	2	1	6
Unit E	3	2	1	6
Total	12	9	5	26

If, because of changing distribution or acuity of residents in the facilities, the Employer decides to change home bases to provide for a different distribution of staff, it may do so after discussion with the Union or when attrition occurs provided aggregate totals remain in compliance with the table above.

If at a time of attrition, the Employer decides to reassign a vacant position to a different shift, it may do so, provided the staffing totals in the aggregate are as set forth in the table above.

The floors on which current staff work, shall remain their home base for the purpose of scheduling. The Employer will make every attempt to replace absent Employees, utilizing all means at its disposal under the collective bargaining agreement, in order to maintain baseline staffing levels. Vacated and newly created positions shall each be posted with a designation of a home base unit.

Section 13.2 On weekends, the baseline scheduling levels shall be maintained as above during the hours of the identified shift and in the aggregate.

Section 13.3 The Employer shall make every effort to ensure that the schedules generated each month shall provide for the baseline scheduling levels. Furthermore, the Employer shall schedule each nurse on his or her home base, unless he or she is filling overtime or additional hours beyond his or her normal schedule. The Employer, using all means provided for under this agreement, shall make a good faith effort to replace scheduled Employees who are absent for any reason, including but not limited to, sick time, personal time, vacation time, or leave of absence.

Section 13.4 If the Employer feels it necessary to realign staff to meet patient care needs, it may assign a nurse to a floor other than his or her home base, with the limitation that no individual

nurse may be assigned to a floor other than his or her home base more than four (4) times in any pay period, unless an Employee volunteers to move more often. However, an Employee on the 11-7 shift may be assigned away from his or her home base six (6) times per pay period. In such cases the Employer will first seek volunteers: in the absence of volunteers, the Employer will reassign the least senior qualified eligible Employee to be pulled. If applicable, agency or per diem nurses will be reassigned first. Further, except as provided above, if the Employer has failed to meet the baseline staffing level on a given day, it will be considered a waiver of its' right to assign a nurse from his or her home base. Also, if the Employer fails to schedule the baseline staffing on a given day, it will be considered a waiver of it's right to assign a nurse away from his or her home base.

Section 13.5 An LPN will not be laid off and replaced with an RN during the term of this agreement unless changes are made to the business.

Section 13.6 The company may, after discussion with the union, permanently change a home base assignment if the acuity level changes on the unit and the required duties fall outside of the currently assigned nurse's professional scope.

Section 13.7 If disputes arise out of the implementation of the above-described procedures and standards, including disputes about whether or not best efforts were used to meet baseline staffing and scheduling levels, Delegates and Union Representatives shall meet with the Administrator along with others whom he or she shall designate. Unless mutually agreed otherwise, the meeting shall be convened within five (5) working days of the time the dispute is raised with the Employer. The Employer shall provide a response within five (5) working days of the meeting. If the matter remains unresolved after this meeting, a grievance may be filed and taken to Arbitration pursuant to procedure outlined in Article 21 and Article 22 of the contract.

ARTICLE 14
HOLIDAYS

Section 14.1 All regular, full-time, non-probationary Employees receive the following paid holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving
Memorial Day	Christmas
Fourth of July	

Section 14.2 Holidays for the 11-7 shift shall be celebrated on the eve of the holiday.

Section 14.3 In addition, all regular, full-time Employees shall receive four (4) personal days of the Employee's choice. Employees shall schedule personal holidays at least seven (7) days in advance except in the case of legitimate emergencies. The four (4) personal days shall be made available to the Employee upon the completion of the probationary period and at the beginning of each anniversary year thereafter.

Section 14.4 To qualify for holiday pay, an Employee must work his scheduled work day immediately preceding and immediately following the holiday, or be excused from work that day by the Employer.

Section 14.5 An Employee shall receive holiday pay if he is actively employed and is not eight (8) days prior to the holiday on layoff status or on unpaid leave of absence, otherwise fulfills the eligibility requirements of this Article.

Section 14.6 If a holiday falls on an Employee's day off, the Employee will receive an additional day's straight time pay. If an Employee works on a holiday, the Employee will be paid time and a half (1½) for all hours worked and will receive an additional day off.

Section 14.7 Part-time Employees shall receive pro-rata holiday and personal day pay based upon the average number of hours worked per week by the Employee during the twelve (12) weeks preceding the week in which the holiday falls or the period of employment, whichever is less, as compared to a forty (40) hour week.

ARTICLE 15
VACATIONS

Section 15.1 (a) For Employees hired prior to September 1, 2010, Employees shall be entitled to vacation based on the following schedule:

<u>Length of Service</u>	
<u>(Completion)</u>	<u>Paid Vacation</u>
6 Months	5 Days
12 Months	10 Days
Three Years	12 Days
Four Years	14 Days
Five Years	17 Days
Six Years	18 Days
Seven Years	19 Days
Eight Years	20 Days
Eleven Years	25 Days

(b) For Employees hired after September 1, 2010, vacation will be earned on an accrual system based on straight time hours paid by Genesis (excluding hours paid by third parties such as workers comp, disability, etc.). Accrual rate for hours paid by Genesis will be based on length of service to match the existing vacation schedule in the Contract in (a) above.

Section 15.2 Where there is a conflict in choice of vacation time, bargaining unit seniority shall prevail.

Section 15.3

(a) The Employer shall schedule vacations consistent with operations. Requests for vacation during the summer months should be made prior to April 1 of each year.

(b) Employees who have submitted their vacation requests for the summer prior to April 1st will receive a response to their request by April 15th.

Section 15.4 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.

Section 15.5 If a holiday falls within an Employee's scheduled vacation period, that day will not be charged against his vacation entitlement.

Section 15.6 Vacation may be taken in any fractional, full-day portions of the total entitlement

Section 15.7 Subject to the six (6) month service entitlement vacations shall be taken during the year following the anniversary date of employment of each Employee. Employees may not accumulate vacation time and vacation not taken will not be paid.

Section 15.8 Part-time Employees shall receive pro-rata vacation pay based upon the average number of hours worked per week by the Employee during the six (6) months preceding the week in which the Employee takes his vacation, as compared to a forty (40) hour week.

Section 15.9 Employees who quit without two (2) weeks notice shall not be entitled to any vacation pay.

Section 15.10 The Employee shall receive his or her vacation paycheck prior to taking vacation.

Section 15.11

- (a) Employees shall have the option of taking at least fifty percent (50%) of their vacation entitlement between May 1 and September 30th. Requests shall be made prior to April 1st of each year.
- (b) Employees who have submitted their vacation requests for the summer prior to April 1st will receive a response to their request by April 15th.

Section 15.12 When an Employee takes a vacation of two (2) weeks duration, the Employee shall not be required to work the middle weekend if it was scheduled on. If the middle weekend is scheduled off, the Employee may select the weekend before or the weekend after as off. This selection must be made at the time the vacation request is made.

ARTICLE 16
SICK LEAVE

Section 16.1 (a) Each regular Employee shall accrue twelve (12) days of sick leave each year accrued at the rate of one (1) day of sick leave for each month of employment for the first twelve (12) months, to be paid at the rate prevailing at the time taken . Probationary Employees accrue but may not take sick leave during the probationary period. Part-time Employees shall receive pro-rated sick leave entitlement based on the average number of hours worked per week by the Employee during the twelve (12) weeks preceding the week in which the sick leave is taken or the period of employment, whichever is less, as compared to a forty (40) hour week.

(b) After the completion of one (1) year of service, and on each anniversary date thereafter, each regular Employee shall accrue twelve (12) days of sick leave to be utilized during the year. At the end of their anniversary year, the Employee shall have the option of accumulating unused sick days (up to sixty (60) days) or to have up to twelve (12) accrued sick days "bought back" by the Employer. The sick days shall be bought back at 100% of the Employee's regular hourly rate. No Employee will lose sick days previously accrued.

Section 16.2 Sick leave shall be paid for time lost due to personal illness or illness to a member of the immediately family. Immediate family shall be defined as in Article 16 hereafter. When Employees have prescheduled medical appointments they can use sick time for time missed for the appointment provided that they notify the Center in advance. A doctor's note may be requested by the Center.

Section 16.3 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 one (1) hour before the start of the shift. If the duration of the illness is unknown at the time of original notification, the Employee shall notify the Employer as soon as possible when the Employee will return to work but in no event less than one (1) hour prior to the next scheduled shift. The Employer shall have the right to require a doctor's

certificate for any illness of three (3) days or more. In addition, the Employer reserves the right to withhold payment under sick days where a pattern of abuse has been demonstrated. Accrued sick leave will not be paid upon termination of employment.

Section 16.4 In the event that an Employee becomes eligible for benefits under the New Jersey Worker'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.

Section 16.5 The Employer shall furnish to the Union the name of its worker's compensation insurance carrier and the policy number upon execution of this Agreement.

Section 16.6 If an Employee's illness extends beyond seven (7) consecutive days, then the Employer will pay to the Employee, to the extent of the sick days to which he is entitled and for each day during which an Employee collects disability benefits, one-third (1/3) of the day's pay to them to supplement disability benefits paid under the Union's welfare plan which amounts to two-third (2/3) of a day's pay, to make a total of one (1) full day's pay for each such day of illness.

Employees who are on unpaid disability leave of absence will have only available sick time paid to them to make up the difference between what they may be receiving in disability payments and 100% of their regular pay. Employees who receive "benefit days" will be paid the equivalent of four (4) days if they work every weekend or two (2) if they work every other weekend. Employees may elect to be paid other available time if they choose. The fact that an Employee may have exhausted paid benefit time is not a factor in issuing discipline for attendance related infractions.

ARTICLE 17 **PAID LEAVE**

Section 17.1 In case of death in the immediate family of any full-time Employee, the Employee will be eligible for up to three (3) days off with pay for scheduled shifts that the Employee misses from the date of death to the day after the funeral. The immediate family shall be defined as

mother, father, mother-in-law, father-in-law, sister, brother, daughter, son, wife, husband, grandparent or grandchild. The Employer may demand proof of such death in the immediate family.

Section 17.2 Part-time and temporary Employees will be eligible for three (3) days off with pay for scheduled shifts that the Employee misses from the date of death to the day after the funeral.

Section 17.3 Any non-probationary Employee called for jury duty shall be granted leave to fulfill such duty with full pay, provided the Employee endorses to the Employer the stipend received for payment for such duty. 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 the result of jury duty.

Section 17.4 When an Employee receives a subpoena for jury duty, he must present the notice to his supervisor immediately. Failure to promptly report such notice shall result in the forfeiture of the jury duty benefit as outlined in Section 17.3 above.

Section 17.5 Any Employee who is called to serve on jury duty shall cooperate fully with the Employer in obtaining a release for said Employee from jury duty because of his professional status.

Section 17.6 Summer Military Leave. An Employee who has completed his probationary period and who serves in summer military training in the Armed Forces of the United States shall be paid the difference between his military pay and his regular rate for the said training period but in no event exceeding two (2) weeks (80 hours).

ARTICLE 18 **UNPAID LEAVE**

Section 18.1 Employees shall be eligible for unpaid leave in accordance with the following:

(a) Maternity Leave:

Whenever an Employee shall become pregnant, she shall furnish the Employer with a certificate from her physician stating the expected date of delivery. She shall be permitted to continue

to work provided her physician certifies that she is physically able to continue working and provided further that she is able to perform all of the duties of her job.

Maternity leave will be granted for a period not to exceed twelve (12) months, provided in each case the Employee has one (1) year bargaining unit seniority prior to the leave. 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 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 maternity leave. Requests for such extensions will not be unreasonably denied.

(b) Medical Leave of Absence:

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 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. Employees are eligible for such unpaid medical leave of absence after they have completed one (1) year bargaining unit seniority prior to the leave. An Employee will be entitled to return to 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 his medical leave. Requests for such extension will not be unreasonably denied.

(c) Family Medical Leave Act

The Employer agrees to abide by the provisions of the Family Medical Leave Act. As such, an Employee who has been employed by the Facility for twelve (12) months and who has completed 1,250 hours of work during the twelve (12) month period immediately preceding the commencement of such leave will be entitled to up to twelve (12) weeks of leave when they have a serious illness, need to care for a newborn (or newly adopted or newly placed foster) child or a seriously ill family member. The Employer will make all necessary Employer contributions to maintain the Employee's

health care coverage in effect during such leave for a period of up to three months. The Employee will have the option to use earned sick days, vacation or personal days during such leave.

Nothing in this section shall be construed to limit greater benefits described elsewhere in this Article or Agreement.

(d) Educational Leave

An Employee who is accepted into a work-related educational program shall be entitled to an unpaid leave of absence for the duration of the educational program. Upon completion of the education program, the Employee may return to his former position, or a similar position, and shall be upgraded to the first available position for which he was trained on the basis of bargaining unit seniority. With proper notice to the Employer, the Employee may be scheduled to work otherwise available hours during break and/or vacation periods. The Employee shall accrue seniority, but not benefits during the leave.

(e) 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 thirty (30) 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.

(f) Union Business

A leave of absence not to exceed 18 months shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union. The Employer may not withhold permission to commence such leave for more than thirty (30) days from request. Upon completion of such leave, upon two (2) weeks written notice, the Employee shall be

returned to his former position or a comparable position on the same shift in accordance with his seniority.

(g) Return to Work

Employees returning to work from a leave of absence will be returned to their first regular shift occurring after 48 hours of the time they gave notice of return. The Employer may cancel an Employee scheduled to work overtime or additional time beyond their regular schedule on shifts that will be filled by the returning Employee after 48 hours from the time notice was given. In such case, the Employer will cancel the Employee who is the least senior Employee who is scheduled to work overtime on each shift, or if there is no Employee who would receive overtime, the least senior Employee scheduled to work additional hours beyond their regular schedule.

ARTICLE 19
PERSONNEL PRACTICES

Section 19.1 All minor infractions shall be cleared from an Employee's record after one (1) year.

Section 19.2 The Employer will make provisions for the safety and health of its Employees in accordance with applicable law.

Section 19.3 The Employer shall provide to an Employee, upon request, an accounting of available paid sick leave, vacation, personal holidays and owed holidays (for holidays worked) not to exceed one request per pay period.

ARTICLE 20
PAST PRACTICES

Section 20.1 The following are the only past practices which shall continue for the life of this Agreement:

- (a) Scheduling every other weekend off.

(b) For Employees working at the date of execution of this Contract, the practice of scheduling single days or two (2) days off in a row at the request of the Employee.

ARTICLE 21 **GRIEVANCE**

Section 21.1 The Parties agree that the grievance procedure, set forth below, shall be used with the intent of resolving disputes arising under this Agreement, or if they cannot be resolved, advancing them in a timely manner toward arbitration. Toward this end, the Parties further agree to meet on a timely basis at all steps, taking into account the legitimate scheduling needs and conflicts of both Company and Union representatives. In addition, it is agreed that each of the Parties should be prepared to discuss the underlying factual basis for its position and its arguments in support of that position at each step of the procedure.

Section 21.2 A grievance shall be defined as dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following matter:

STEP 1: An Employee having a grievance and/or his Union delegate or other representative will verbally present the complaint to the Department Head within five (5) working days after it arose or should have been known to the Employee. The Facility will give its answer to the Employee and or the Union Delegate or other representative with three (3) working days after the complaint was presented to the Department Head.

STEP 2: If the grievance is not settled in Step 1, the grievance may, within five (5) working days be presented to Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the Grievant and/or his/her Union delegate, and presented to the Administrator or his/her designee. As soon as practical, but in no event later than ten (10) working days, a meeting shall be scheduled with the grievant and his/her union representative and appropriate witnesses may be

called. A grievance so presented in Step 2 will be answered by the Facility Administrator in writing within five (5) working days after the meeting.

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 Corporate Regional Labor Relations representative or his/her designee, as soon as practical, but in no event later than fifteen (15) working days. A meeting shall be scheduled with the Grievant and his/her Union representative and appropriate witnesses may be called. The Regional Labor Relations representative or his/her designee will render a decision in writing within five (5) working days after the meeting.

Section 21.3 Anything to the contrary herein notwithstanding, a grievance concerning a suspension may be presented initially at Step 2 in the first instance, within ten (10) working days, and a grievance concerning a discharge may be presented initially at Step 3 in the first instance, within ten (10) working days.

Section 21.4 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

Section 21.5 A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative or delegate.

Section 21.6 Failure on the part of the Employer to answer a grievance at any Step shall not be deemed acquiescence thereto, and the Union may proceed to the next Step.

ARTICLE 22 **ARBITRATION**

Section 22.1 A grievance, which has not been resolved, may, within thirty (30) days after completion of Step 3 of the grievance procedure, be referred for arbitration by the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The

arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

Section 22.2 The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 22.3 The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

Section 22.4 Unless otherwise agreed to in writing by the parties, an arbitrator may hear for determination one (1) grievance at a time.

Section 22.5 Expedited Arbitration Procedure for Discharge Cases:

The parties agree that discharge cases may be handled under the expedited arbitration procedures of the American Arbitration Association in accordance with the following rules:

(a) Within seven (7) calendar days after receipt of the Employer's Step 3 grievance procedure answer, the Union may request expedited arbitration in a discharge case only by utilizing the following procedures:

(1) The Union shall initially notify the Administrator by telephone that it desires to proceed to arbitration in a particular case. Within forty-eight (48) hours of such notification, the parties shall agree on a hearing date within thirty (30) calendar days of such notification by the Union.

(2) The Union will then confirm in writing to the Administrator that it is proceeding to submit the discharge case grievance to the American Arbitration Association and will set forth the agreed-upon hearing date.

(3) The Union shall notify the American Arbitration Association which shall submit to the parties a list of arbitrators who are available to hear the case on the agreed-upon hearing date.

(b) The arbitrator shall issue a written opinion within thirty (30) days of the close of the hearing.

(c) All other rules and procedures of the regular arbitration procedure shall be applicable to the expedited procedure.

(d) In the event of an arbitration of a discharged Employee, the arbitrator may uphold the discharge or reinstate the discharge, with or without back pay, in full or in part, as the circumstances in his opinion warrant. If the discharge of the Employee resulted from conduct related to a patient and that patient does not appear at the arbitration, the Arbitrator shall not consider the failure of that patient to appear as prejudicial.

In the event there is an award of back pay, any earnings by the Employee and any unemployment compensation insurance collected by the Employee during his period of unemployment, shall be offset and deducted from the award.

(e) It is agreed that time is of the essence in any grievance, and both parties will exert their best efforts to obtain a speedy decision. It is also agreed that any time limit set forth in this Article may be extended by mutual agreement of the parties.

Section 22.6 The Arbitrator should have no power to subtract from, or modify in any way the terms of this Agreement.

Section 22.7 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays (holidays as defined in §14.1 of the Collective Bargaining Agreement).

ARTICLE 23 **DISCIPLINE AND DISCHARGE**

Section 23.1 The Employer shall retain the right to discharge, suspend or otherwise discipline any Employee for just cause.

Section 23.2 The Employer will notify the Union in writing by registered or certified mail of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days, 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 set forth above.

Section 23.3 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

ARTICLE 24
NO STRIKE - NO LOCKOUT

Section 24.1 During the term of this Agreement, the Employer agrees that there shall not be any type of lockout; furthermore, the Union agrees that there shall not be any type of strike, slowdown, or other forms of work stoppage. This includes participation in or support of a strike by any other labor union at Cooper River Center. This prohibition against strikes and lockouts shall be absolute. In the event of any activity in violation of this Section, the Union shall cooperate With the Employer in maintaining adequate patient care without interruption, including the ordering of Employees back to work.

Section 24.2 Any Employee who violates this Article shall be subject to disciplinary action, including discharge.

Section 24.3 In the event of an alleged or asserted breach of Article 24, either party may institute expedited arbitration by telegram to the American Arbitration Association and the other party. The American Arbitration Association shall designate an arbitrator within twenty-four (24) hours of receipt of telegram. The arbitrator shall hold the hearing no later than twenty-four (24) hours after the receipt of notice of appointment. The arbitrator's award shall be issued no later than three (3) hours after conclusion of the hearing. The award shall be in writing and may be issued without opinion. If any party desires an opinion, one shall be issued, but its issuance shall not delay compliance with the enforcement of the award. The arbitrator may award injunctive relief and other appropriate relief. Failure of any party to attend an arbitration hearing as scheduled and noticed by the American Arbitration Association shall not delay arbitration, and the arbitrator is authorized to proceed to take

evidence as if such party was present. Enforcement of such an award by a court of law is not precluded by election of this alternative procedure.

ARTICLE 25 **MANAGEMENT RIGHTS**

Section 25.1 Except as limited by this Agreement, the Employer retains the exclusive right to manage the Center and to make any decisions affecting the business, whether or not specifically mentioned herein and whether or not, heretofore exercised, including, but not limited to, the right to hire and determine the number of Employees in the Center or a department, including assignment to a particular shift or floor; to direct and assign their work, including assignment to a particular shift or floor or work area of responsibility; to determine job content and qualifications; to determine when and where overtime shall be worked; to establish and schedule the working hours of the Employees; to require safety devices and equipment; to establish and post reasonable rules and regulations governing the conduct of Employees during working hours; and to take any action considered necessary to establish and maintain efficiency and discipline.

Section 25.2 The foregoing statement of the rights of management shall not be construed in any way to exclude other Employer rights not specifically enumerated. Any rights the Employer had prior to this Agreement are retained by the Employer and may be exercised without prior notice and consultation with the Union, except those specifically abridged or modified by this Agreement.

ARTICLE 26 **SUPERVISORY EMPLOYEES**

Section 26.1 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 herein defined as any suddenly arising situation necessitating immediate action by the

supervisor to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions.

ARTICLE 27
PROFESSIONAL RIGHTS

Section 27.1 The Center will continue its practices of not requiring members of the bargaining unit to perform procedures, which are in violation of State or Federal regulations.

Section 27.2 A joint labor-management committee consisting of two (2) members of the bargaining unit, one (1) member of Nursing Administration and one (1) member of Administration will meet as requested by management or the bargaining unit to discuss matters of mutual interest. Meeting times will be scheduled by Nursing Administration and all time spent by bargaining unit personnel must be during off duty hours. The services of the Federal Mediation and Conciliation Service shall be used to assist the committee in the development and implementation of an effective process.

Section 27.3 The Employer shall establish and maintain a joint Employer/Employee Health and Safety Committee. The Committee shall be representative of all departments and be comprised of 50% bargaining unit Employees and 50% Facility Management. The Union shall appoint its Employee representatives on the Committee not to exceed two (2) individuals. The Committee shall meet on paid time at least quarterly to facilitate and administer the requirements of the New Jersey State Safe Patient Handling and Violence Prevention in Health Care Facilities Programs, the Genesis Safe Resident Handling Guidelines and the Genesis Workplace Violence Prevention Program. The joint Employer/Employee Health and Safety Committee shall also meet on other matters related to maintaining a healthful and safe workplace, such as examination and mitigation of actual or potential workplace hazards, review of OSHA illness and injury logs, worker training requirements and needs, analysis of workplace incidents, accidents and "near misses". The Committee shall employ a systems-based, root-cause analysis approach to mitigate and address workplace hazards.

ARTICLE 28
HEALTH & WELFARE

Section 28.1 Effective with the July 2014 payment, based on the June 2014 payroll, the Employer's contribution to the District 1199C Benefit Fund shall be 31.8% of gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first sixty (60) days following the beginning of their employment and exclusive of any supplemental earnings. Employee contributions towards the cost of the Benefit Fund shall be \$40 per week for all Employees. These payments shall be used by the Trustees of the Benefit Fund for the purpose of providing the Employees with social benefits (e.g. disability benefits, death benefits and hospital benefits) as the Trustees of the Fund may from time-to-time determine.

There shall be a reopener on July 1, 2016 to determine "Health and Welfare" for the remaining duration of the CBA, with the exception as to the CBA remaining in effect during the reopener is the Article 24 No Strike -- No Lockout. The parties agree to a 60 day period prior to 12:01 a.m. July 1, 2016 for bargaining.

Section 28.2 The District 1199C Benefit Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the Employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding.

Section 28.3 It is agreed that the District 1199C Benefit Fund will provide disability benefits for the Employees covered by this Agreement. In view of the assumption of this obligation by the said Fund unless required by law, the Employer agrees not to make any deductions from the covered Employees' wages on account of disability benefits. The District 1199C Benefit Fund will certify the assumption of this obligation in connection with disability benefits to the appropriate State agency and

to the Employer. The Employer will permit Employees to participate in the Employer's Long-Term Disability Plan on a voluntary basis.

Section 28.4 An independent audit of the District 1199C Benefit Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

ARTICLE 29
GROUP LEGAL SERVICES FUND

Section 29.1 Upon July 1, 2014, the Employer shall contribute monthly a sum of six (6¢) cents per hour for all hours worked for each Employee covered by this Agreement who has satisfactorily completed his probationary period to a jointly administered group legal services trust fund to be known as the District 1199C, National Union of Hospital and Health Care Employees Group Legal Services Fund (hereinafter referred to as "Group Legal Services Fund"). Upon January 1, 2015 the Employer shall contribute \$0.07 per hour for all hours worked. Upon July 1, 2015 the Employer shall contribute \$0.08 per hour for all hours worked. Upon January 1, 2016 the Employer shall contribute \$0.09 per hour for all hours worked. Upon July 1, 2016 the Employer shall contribute \$0.10 for all hours worked.

Section 29.2 Such payments by the Employer shall be made monthly based upon the previous month's payroll. Such contributions shall be used by the Trustees of the Group Legal Services Fund for the purpose of providing the Employees with legal services and related benefits, as the Trustees of the said Fund may from time-to-time determine.

Section 29.3 The Trustees of the Group Legal Services Fund shall be composed of an equal number of representatives designated by the Union and by the Employers. Such Trust Agreement shall provide for block voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided elsewhere in this Agreement.

Section 29.4 Payments shall be made no later than the tenth (10th) day of the month following the date on which the payroll period for the preceding month is concluded. Together with

the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.

Section 29.5 An independent audit of the Group Legal Services Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer. The Employer agrees to make available to the Group Legal Services Fund any such records of Employees as 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 administration of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

Section 29.6 The Group Legal Services Fund shall be operated at all time pursuant to the provisions of Section 302 of the National Labor Relations Act, as amended, and all prevailing Federal and State laws as well as the canons of professional ethics governing the operation of group legal services programs. No funds contributed by the Employer pursuant to his Article shall be used to finance litigation by Employees of the Employer against the Employer or the Union.

Section 29.7 Any dispute which may arise between the parties as to a claim that any payment to the Fund under this Article is overdue and interest, if any, due thereon shall be handled in accordance with the Arbitration Article of this Agreement.

ARTICLE 30
TRAINING AND UPGRADING FUND

Section 30.1 The Employer shall contribute to the Philadelphia Hospital and Health Care-District 1199C Training and Upgrading Fund and shall make monthly payments based upon the previous month's payroll. Payments shall be due no later than thirty (30) days following the payroll month on which they are based. By way of example, an August contribution shall be based on the payroll for the month of July and shall be made no later than the thirtieth (30th) day of August.

Section 30.2 The contribution shall consist of a sum equal to one and one-half percent (1.5%) of gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment. Contributions so received by the Trustees shall be used to study hospital manpower needs, including shortages in entry-level jobs, upgraded positions and credential jobs; to develop career ladders, and to subsidize Employees in training and, when necessary, the cost of training in areas of manpower shortages. Such program shall be administered under an Agreement and Declaration of Trust. The Trustees of such Training and Upgrading Fund, in addition to the monies received from hospitals, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

Section 30.3 If a payment or payments are not made in compliance with Section I above, the Employer shall, from and after the due date thereof, and until full payment of arrears is made pay interest on such arrears at the rate of one and one-half percent (1- 1/2%) per month or the maximum permitted by law, whichever is less.

Section 30.4 The Training and Upgrading Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the Employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees

shall be submitted to arbitration before an Arbitrator or Umpire except as may be otherwise provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.

Section 30.5 An independent audit of the Training and Upgrading Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

Section 30.6 Together with the periodic payments herein provided, the Employer shall submit regular monthly reports to the Fund in such form as may be necessary for the sound and efficient administration of the Fund. Such regular monthly reports shall, as a minimum, include Employees' names, classification, dates of hire, hours of work, social security numbers, base and gross wages or salaries paid to Employees, dates of termination or leave, and such other information as may be required by law or by the Fund in order to determine eligibility for benefits. The Employer agrees to permit the Fund accountant to audit its records to verify the accuracy of its payment.

Section 30.7 All payments due in connection with the Fund shall be due no later than thirty (30) days following the payroll month on which they are based.

Section 30.8 The parties agree to meet and discuss the partnering of training programs.

ARTICLE 31 **401 (K) SAVINGS PLAN**

Section 31.1 Employees covered by this Agreement shall be eligible to participate in the Genesis Health Ventures 401(k) Savings Plan after one (1) year of employment. Enrollments will take place on six (6) month intervals, with the first enrollment to be effective 1/ 1/98.

Section 31.2 The Employees will convert to the Genesis Health Ventures Union 401(k) Plan effective 1/1/98.

(a) Employees hired prior to September 1, 2010 will receive four per cent (4%) wage adjustment to base pay when Employees become eligible to enroll in the 401(k) plan provided they enroll and designate at least a four per cent (4%) Employee contribution to the plan. Employees will be

eligible for an Employer match of fifty per cent (50%) of their contribution, with a maximum Employer match of three per cent (3%).

(b) Employees hired after September 1, 2010 will be eligible to enroll after one (1) year of employment and will receive the Employer 50% match on their contribution with a maximum Employer match of 3%. Effective the first full pay period after their third anniversary date Employees will receive a 4% wage adjustment to their base pay provided that they enroll at that time (or have enrolled earlier) and they designate at least a 4% Employee contribution to the Plan. The Employer has an obligation to notify new Employees 60 days prior to their first year anniversary and third year anniversary of their rights under this provision.

(c) Employees become vested in Employer match pursuant to The Plan's vesting schedule with credit for past year of service. Year of service will be measured by an elapsed time definition.

Section 31.3 Employer contributions shall cover two (2) pay periods and shall be made on that basis. Eligible Employees will also be entitled to participate in the 401(k) Savings Plan on a voluntary basis through deductions in their pay. The terms of the Plan will be described to Employees upon their eligibility.

ARTICLE 32

ENFORCEMENT OF ARTICLES 3, 28, 29, 30

Section 32.1 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, 28, 29 and/or 30.

Section 32.2 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.

Section 32.3 In the event that an Employer fails to make payment of contributions as required by Articles 3, 28, 29 and/or 30, there shall be expedited arbitration thereof before an impartial arbitrator pursuant to the provisions of Article 21, Arbitration. Such arbitrator shall be empowered to:

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

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

(c) direct that the following amounts, being the reasonable costs and expenses in connection with each Fund arbitration proceedings, be paid to the Fund(s) by the Employer;

(1) For an uncontested proceeding, the lesser of ten percent (10%) of the amount found due to each Fund or \$500.00 to each Fund involved;

(2) For a contested proceeding, the lesser of twenty percent (20%) of the amount found due to each Fund or \$ 1,000. 00 to each fund involved.

(3) Where there has been a previous award made by the Arbitrator during the life of this Agreement that the Employer has failed to make payment of contributions as required by Articles 3, 28, 29 and/or 30, the Arbitrator shall also have the power to require the property authorized agent of the Employer to sign a Confession of Judgment in the amount of the Award including interest, costs, and expenses as hereinabove provided within ten (10) days from the issuance of the Award.

ARTICLE 33 **EFFECT OF LEGISLATION - SEPARABILITY**

Section 33.1 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 of the State of New Jersey, such

provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

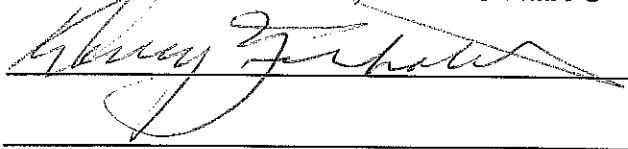
ARTICLE 34
SUCCESSORS AND ASSIGNS

Section 34.1 This Agreement shall be binding upon the parties hereto, their respective successors or assigns. In this regard the Employer and Union acknowledge that as of April 1, 2011, 115 Sunset Road Operations LLC is the operator of Burlington Woods and is now the "Employer" under this Agreement. 115 Sunset Road Operations LLC agrees to and will assume all rights and obligations of the Employer under this Agreement.

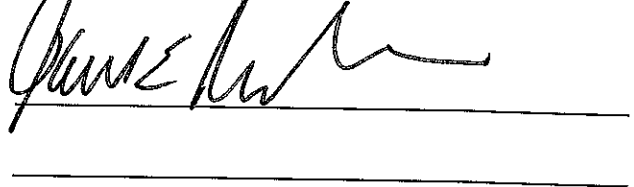
ARTICLE 35
DURATION

Section 35.1 This Agreement shall be in full force and effect for the period commencing 6:01 AM July 1, 2014 and ending 6:00 AM, July 1, 2018. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

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



**115 SUNSET ROAD OPERATIONS LLC,
D/B/A BURLINGTON WOODS**



SIDE LETTER 1

With regard to Article 19.1 (Personnel Practices) the Parties agree and confirm that all minor infractions will not be considered for progressive disciplinary purposes after one year, and clarify that the actual document itself may not be removed from the personnel file due to recordkeeping requirements and other legitimate business reasons for retaining a copy of the discipline.

SIDE LETTER 2 on Part-Timers

Side Letter on Part-timers. For avoidance of doubt the Company and Union reconfirm that the Company may hire part-time Employees and they may be scheduled up to 24 hours per week, after the weekend Employees have chosen the extra shifts they need to achieve Full Time health benefits under the Contract. After that has occurred additional shifts still open will be filled in accordance with the Contract.

With this understanding concerning part-time Employees, the Pilot Program described in the 2009 Memorandum of Settlement is unnecessary and discontinued.

SIDE LETTER 3 JUNE 2012 NEGOTIATIONS

1. The company will comply with all provisions of the Fair Labor Standards Act. The Employee should bring such issues to the attention of their supervisor. If the Business Agent becomes aware of such issues, he or she should bring them to the attention of the Administrator. If he/she is unable to resolve them at that level, the Region Vice President or Senior Director of Labor Relations should be contacted.
2. Employees may decide to punch in and out for lunch or not punch in and out for lunch. If they choose not to punch in and out for lunch, they must answer the question about whether they have taken a lunch or not. Employees who leave the premises during lunch must punch out.
3. The company and union agree to cooperatively work together to implement the 2008 New Jersey Safe Patient Handling And Violence Prevention in Healthcare Facilities Legislation. A mutually agreed upon third party, such as the New Jersey Work Environment Council, may assist in the implementation of process assuming there is no cost to the service.
4. The Employer will consider requests for vacation outside of the two week timeframe. However, the company is not obligated to grant the request and will consider it in conjunction with business needs. Employees will be provided with a timely answer to their request. The company retains the right to cancel this process if a pattern of abuse is established.

SIDE LETTER 4:

Wages and Minimums section 9.1 (b) Start Rates and Job Rates subsection C and D

New employees who are hired after ratification of the CBA (August 1, 2014), who are placed in a weekend only shift, will be paid 90% of the subsection C and D weekend job rates. The start rate shall be \$0.75 less than the job rate. Once these employees reach their fourth anniversary of employment, those employees shall move to the job rates specified in subsection C and D.

	New Hire Start Rate 8/1/14	New Hire Job Rate After 60 Days	New Hire Start Rate 1/1/15	New Hire Job Rate After 60 Days	New Hire Start Rate 7/1/15	New Hire Job Rate After 60 Days	New Hire Start Rate 1/1/16	New Hire Job Rate After 60 Days
Weekends 7am-7pm and 7-3								
RN	31.98	32.73	32.30	33.05	32.62	33.37	32.95	33.70
LPN	28.16	28.91	28.47	29.22	28.80	29.55	29.12	29.87
Weekends 7pm to 7am and 3-11, 11-7								
RN	32.85	33.60	33.16	33.91	33.49	34.24	33.81	34.56
LPN	29.00	29.75	29.32	30.07	29.64	30.39	29.97	30.72

SIDE LETTER 5:
Staffing and Scheduling, Section 13.1

The staffing at Burlington Woods for Unit B will be as follows for as long as the census in that Unit does not exceed 24 residents.

Shift	7-3	3-11	11-7
# Nurses	2	2	1

If the number of residents exceeds 24, this letter will no longer apply.

SIDE LETTER 6:
401(K) Savings Plan, Section 31.2 (a) and (b)

Effective July 1, 2014, the Employer may temporarily suspend the Employer's fifty percent (50%) 401(k) match [referred to in Article 31, Sections 31.2 (a) and 31.2 (b)]. The Employer shall resume the aforementioned fifty percent (50%) match on January 1, 2016.

SIDE LETTER 7:
Med Recap Teams

Within 60 days following ratification, the Director of Nursing at Burlington Woods will meet with the Directors of Nursing at Cooper River and Kresson View to educate them on the “Med Recap Team” concept. Cooper River and Kresson View Directors of Nursing will discuss the feasibility of implementing a “Med Recap Team” for their Centers with their District 1199C Delegates.

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"
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 _____ (print) Address _____
Signature _____
Social Security Number _____ Job Title _____

EXHIBIT "C"
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 month 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 month, 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 _____