

AGREEMENT BETWEEN
SUBURBAN WOODS HEALTH AND REHABILITATION
CENTER

AND

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

EFFECTIVE FEBRUARY 12, 2018 THROUGH NOVEMBER 30,
2022



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AGREEMENT

This **AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into this twelfth day of February 12, 2018 by and between **SUBURBAN WOODS HEALTH AND REHABILITATION CENTER** (hereinafter called the "Employer") 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 certain employees of the Employer assigned to work at the health care facility located at above address ("Facility") pursuant to a contract between Employer and the owner of Facility, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees".

WITNESSETH

WHEREAS, the Employer has 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 residents of the Facility as well as of the Employer's Employees and to avoid interruptions and interference with services to residents and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

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

ARTICLE 1: RECOGNITION

All full-time and regular part-time Certified Nursing assistants (CNAs), Activity Aides, housekeeping and dietary employees, and Restorative Aides employed by the Employer, but excluding Licensed Practical Nurses, Registered Nurses, office and clerical staff, professional employees, managerial employees, guard, and supervisors as defined in the National Labor Relations Act.

ARTICLE 2: UNION SECURITY

Section 2.1

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.

Section 2.2

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 2.3

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 2.4

Subject to the Grievance Procedure provision 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 2.5

It is specifically agreed that the Employer assures no obligation, financial or otherwise, arising out of this implementation of this Article, and the Union agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from the implementation of 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 will, pursuant to such authorization, deduct from the wages due such Employee each month, (in equal amounts, from the first two pays in a month), starting not earlier than the first pay period beginning after the completion of the Employee's sixtieth (60th) day; and remit to the Union regular monthly dues as fixed by 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 fees 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 3.2

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

Section 3.3

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

Section 3.4

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, will not be required to join and remains a member of the Union as a condition of employment.

Section 3.5

Such Employee will be required as a condition of continued employment, to remit to the Sickle Cell Anemia Foundation, the Lupus Foundation, and the American Cancer Society, each 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 deducted 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 thereof.

Section 3.6

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 3.7

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 this Agreement, layoff from work, (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 a layoff or leave of absence or transfer back into a position covered by this Agreement, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees will be governed by Section 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 3.8

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

Section 3.9

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 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 3.10

The Employer agrees to furnish the Union each month with the names of newly hired Employees, including those transferred into bargaining unit positions from nonbargaining 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 dates of termination or transfer, and the names of 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 3.11

Upon receipt of 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 probationary period, the sum specified in said authorization and remit same to the District 1199 Credit Union to 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 3.12

The Employer agrees to make a payroll deduction monthly 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 authorizing the deduction. The Employer will remit the lump sum of all deductions to District 1199C by separate check.

Section 3.13

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 4: NO DISCRIMINATION

Section 4.1

Neither the Employer, nor the Union will discriminate against any Employee covered by this Agreement on account of race, color, creed, religion, national origin, political belief, sex, sexual orientation, age, veteran status, or genetic information. The Employer and Union agree to comply with the requirements of the Americans with Disabilities Act, as amended. Specifically, neither the Union nor the Employer shall discriminate against any disabled Employee provided such disability does not interfere with the performance of work responsibilities or duties and such interference cannot be reasonably accommodated.

ARTICLE 5: UNION ACTIVITY

Section 5.1

The authorized representative(s) of the Union will have reasonable access to the Facility's premises provided that the Union representative gives the Employer twenty-four (24) hours advance notice to confer with the Employer, Delegates of the Union, and/or with the Employees for the purpose of administering this Agreement. When a Union representative enters the Facility premises, he/she will notify the Facility Administrator or person in charge of his/her visit so that his/her activities do not interfere with the resident care of efficient operation of the Facility. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit. The Union representative shall enter resident care areas only when accompanied by a representative of Administration.

Section 5.2

The Employer will provide one (1) bulletin board which will be used for the purpose of posting proper Union notices. The bulletin board will be placed conspicuously and at a place readily accessible to the Employees in the course of employment. Official Union notices containing no inflammatory comments may be posted by delegates during working hours but not working time. All notices must be reviewed by the Employer, approved and initialed for posting. Such approval will not be unreasonably denied.

Section 5.3

The Employer shall be notified in writing of the names of designated Employees that have been authorized to act on behalf of the Union as delegates and this list shall be kept current. There shall be no more than four (5) delegates unless mutually agreed to by the Union and the Employer.

Section 5.4

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

Section 5.5

In the event it becomes necessary to investigate, discuss, or settle grievances during working hours, a delegate will first obtain permission from the Employer's Administrator/Designee, 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. Such time shall be provided without loss of pay to the delegate.

Section 5.6

(a) The work schedule of Employees elected as Union delegates shall be adjusted to permit their attendance at delegate assembly meetings provided that the employer's operation shall not be impaired and provided further that the Union gives the Employer fourteen (14) days' advance notice in writing of such meeting.

(b) Union delegates will be granted five (5) days off with pay per contract year to attend Union seminars and other Union functions that require delegate attendance.

ARTICLE 6: PROBATIONARY EMPLOYEES

Section 6.1

Newly hired Employees will be considered probationary for a period of ninety (90) calendar days from the date of hire, excluding time lost for sickness and other leaves of absence. 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. The Employer shall have the right to extend an employee's probationary period by thirty (30) days with notice to the Union.

ARTICLE 7: SENIORITY

Section 7.1 Definition

(a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity by the Facility and

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

Section 7.2

(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 hire;

(b) Bargaining unit seniority and classification seniority will accrue during a continuous authorized leave of absence without pay up to three (3) months for employees with more than one (1) year of seniority and during an authorized leave of absence with pay.

(c) Classification seniority will accrue during the periods specific in Section (b) above and during the time an Employee works in a specific bargaining unit job classification; and

(d) 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 7.3 Loss of Seniority

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

(a) Terminates voluntarily;

(b) Is discharged for just cause and not reinstated pursuant to the provisions of this Agreement

(c) Is laid off for a period of six (6) consecutive months; unless the employee is on an active worker compensation leave.

(d) If the Employee accepts employment from another Employer during an approved leave of absence or worker compensation leave, without receiving prior consent from the Employer to do so, which consent will not be unreasonably withheld;

(e) Absence from work at the scheduled starting time for one (1) scheduled workday without notification to the Employer (including return from a leave of absence);

(f) Failure to return to work within three (3) days of receipt of notice of recall (such notice will be sent via certified mail to the Employee's last known address);

(g) If disabled and unable to work for more than six (6) months from any illness which is not a worker's compensation illness or disability; and

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

(i) The Employee fails to return at the conclusion of an approved FMLA Leave.

Section 7.4 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 in layoff and recalls and for scheduling of vacations as herein provided.

Section 7.5

(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 and there exists a vacant position or a position filled by a probationary Employee in another classification 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.

(c) In the event of layoffs not limited to one job classification, bargaining unit seniority will apply unless a specific skill is required for a position or job classification.

Section 7.6 Lack of Work

In the event the employer finds it necessary to reduce the hours or layoff individual employees as a result of low occupancy or other "lack of work" reasons, the Employer reserves the right to layoff or reduce hours; such layoff will be conducted in the following order:

Probationary Employees

Part-time Employees (Based on inverse seniority)

Full-Time Employees (Based on inverse seniority)

An employee with greater seniority will have the option of working available shifts within their job category for the duration of such layoffs or hour reduction (lack of work). The Employer will make every effort to notify employees in advanced, if a layoff is determine to be a minimum of ten (10) days; The Employer will give the employees a minimum of ten (10) days' notice.

Section 7.7

(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 recall privileges so long as they do not conflict with the recall rights of regular full-time and part-time Employees who have been laid off; and

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

Section 7.8 Promotion

(a) Where a promotional vacancy in a bargaining unit job occurs, the Employer will promote the Employee with the greatest seniority, unless as between or among the Employees who bid for the vacancy, there is an appreciable difference in their ability (determined by the Employer) to do the job. Disputes under this provision will be subject to the grievance and arbitration provisions of this Agreement.

(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 he/she is discharged his/her rights will be subject to the grievance and arbitrations provisions of this Agreement.

Section 7.9 Super Seniority of Delegates

All delegates of the Union will head the bargaining unit and classification seniority lists for the duration of their term 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.

Section 7.10 Seniority List

The Employer will furnish monthly to the Union and post an up to date seniority list as requested, showing the date of last employment with the Employer. An Employee's standing on such list will be final unless protested to the Employer not later than fifteen (15) working days after an Employee's name first appears on the list as furnished to the Union hereunder.

ARTICLE 8: WAGES AND MINIMUMS

Section 8.1 Starting Rates

All non-probationary employees shall be entitled to wage increases on the first full pay period following the dates as indicated below. For the duration of the Collective Bargaining Agreement, the starting pay rates shall be as follows:

	0-2 years	2-4 years	5+ years
Dietary Aides	10.00	10.50	11.00
Cooks	13.00	13.50	14.00
Activity Aides	11.00	11.50	12.00
Housekeeping/Laundry Aides	10.00	10.50	11.00
CNA	12.50	13.00	13.50

The Employer may increase these starting rates with notice to the Union. No Employee will be hired below the minimum effective rate for his/her classification.

Section 8.2

Upon Ratification of this Agreement: \$300.00 lump sum payment for all full-time employees

\$150.00 lump sum payment for all part-time employees

July 1, 2019: \$0.25 per hour

July 1, 2020: \$0.25 per hour

July 1, 2021: \$0.15 per hour

July 1, 2022: \$0.25 per hour

Section 8.3 Shift Differential Pay

	Monday Through Friday	Saturday and Sunday
CNA First Shifts (7AM-3PM)	\$0	\$0.50 per hour
CNA Second Shifts (3PM -11PM)	\$1.00 per hour	\$1.50 per hour
CNA Third Shifts (11PM - 7AM)	\$1.00 per hour	\$1.50 per hour
All Other Bargaining Unit Staff	\$0	\$0.50 per hour

Section 8.4

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

ARTICLE 9: HOURS

Section 9.1

Employees shall receive an unpaid lunch period of thirty (30) minutes during a shift lasting at least seven and one-half (7.5 hours).

Section 9.2

An Employee shall receive a paid break period of fifteen (15) minutes in the first four (4) hours of a shift lasting at least four (4) hours, and a paid break period of fifteen (15) minutes in the second four (4) hours of a shift lasting eight (8) hours or the final three and one-half hours of a shift lasting seven and one-half (7.5 hours).

Section 9.3

Work schedules shall be posted a minimum of seven (7) days prior to the start of the bi-weekly pay period. The pay period for regular full-time Employees shall be defined as no less than thirty-seven and one-half (37.5) hours. Although full-time employees may be defined under the Affordable Care Act as working more than thirty (30) hours per week, full-time employees at Suburban Woods shall have a regular work week of not less than thirty-seven and one-half (37.5) hours.

Section 9.4

Regular part-time Employees shall be defined as those Employees who are normally scheduled for a minimum of thirty-two (32) hours per pay period, but less than seventy-five hours per pay period.

Section 9.5

In the event Employees report for work on their regular shift without having been notified not to report to work, they will be provided with a minimum of three (3) hours work in any occupation designated by management that the Employee is physically able to perform, without reduction in their straight hourly rate; or they will be given three (3)

hours pay at their straight hourly rate if no work is available, except in cases of Act of God in which case, the Employee will not receive reporting pay.

Section 9.6

Employees who are not scheduled for work and who are asked to come in, and who report within two (2) hours of the start of the shift for which they are called in, will be paid for the full shift, it being understood that employees will report to work as soon after being called as possible.

ARTICLE 10: OVERTIME

Section 10.1

The Employer will assign required pre-scheduled overtime among qualified Employees by seniority on an equitable basis. Employees will be required to work overtime when determined necessary in the sole discretion of the employer for the proper administration of the Facility.

Section 10.2

An employee shall be paid time and one-half (1.5) times his regular hourly rate for all hours worked over forty (40) hours in a work week. Employees who are mandated to work extra hours shall be paid at the rate of one and one-half (1.5) times their regular hourly rate of pay.

ARTICLE 11: SHIFTS

Section 11.1

Employees will work on the shift, shifts, or shift arrangements for which they were hired. The Employer may change an Employee's shift for valid business reasons, including employee productivity and performance.

Section 11.2

Whenever Employees requests a change of shift, approval of such request will not be unreasonably withheld if a vacancy exists in the classification in which such Employees are then working. If more than one (1) Employee applies, such change will be granted to the Employee with the most classification seniority. Notwithstanding the foregoing, Employees will have preference in filling vacancies on another shift in the classification in which Employees are then working over new hires.

Section 11.3

Employees may trade days off provided they do so within the same pay period and provided it does not cost the Employer any additional money as overtime. The change request must be in writing and submitted to the Account Manager for approval prior to the change. Both Employees must sign the request before the change will be considered.

ARTICLE 12: HOLIDAYS

Section 12.1

Eligible employees upon completion of their probationary period shall be entitled to the following paid holidays within each calendar year:

New Year's Day	Martin Luther King's Birthday
Labor Day	Memorial Day
July 4	Norman Rayford Day (August 28 th)
Thanksgiving Day	Christmas Day

Section 12.2

The Holidays shall be grouped as A and B holidays (every other holiday) and employees shall be scheduled to work either A or B holidays each year on a rotating basis.

Section 12.3

Employees shall be paid at one and one-half (1.5) times their regular hourly rate for all hours worked on a holiday.

Section 12.4

Recognizing that the Facility 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 its sole discretion, to require any Employee to work on any of the designated holidays; however, the Employer agrees to distribute designated holidays off on an equitable basis.

Section 12.5

Regular part-time Employees who work fifteen (15) hours but less than thirty-seven and one-half (37.5) hours per week shall receive holiday pay based on a pro-rated basis of an employee's hours worked in the five (5) pay periods immediately preceding the holiday.

Section 12.6

If the Holiday falls on an Employee's day off, the Employee will receive 7.5 hours of holiday pay.

Section 12.7

Employees must work their scheduled day prior to and after the holiday to qualify for holiday pay. Employees scheduled to work must work the holiday to qualify for holiday pay. An Employee on a paid leave of absence shall be entitled to holiday pay.

Any Employee on an unpaid leave of absence shall not be entitled to any holiday pay falling within the unpaid leave of absence.

ARTICLE 13: PAID TIME OFF

Section 13.1

Employees shall begin to accrue paid time off on an hourly basis on the following schedule:

<u>Years of Service¹</u>	<u>Hourly Accrual Rate</u>	<u>Annual Accrual</u>
90 Days - Less than 5 years	0.0577 per hour	15 days (112.5 hours)
Five Years - Less than 10 years	0.0769 per hour	20 days (150 hours)
10 Years or More	0.0965 per hour	25 days (187.5 hours)

Section 13.2

Paid time off shall accrue on all non-overtime hours paid.

Section 13.3

Part-time employees shall begin to accrue paid time off on a pro-rata basis based on non-overtime paid hours.

Section 13.4

Employees shall provide two (2) weeks' advance notice, where practical, when using PTO. In the event an employee utilizes paid time off for an emergency or for an unexpected illness, the employee shall provide two (2) hours' notice. Request for the use of paid time off shall not be unreasonably denied. Paid time off shall not be utilized between December 15 and January 2 except in the case of illness accompanied by documentation from a health care provider.

¹ Based on years employed in the bargaining unit by the Employer or any of its predecessors.

Section 13.5

If an employee uses paid time off for an illness for three or more consecutive days, the employee shall be required to submit documentation from the health care provider.

Section 13.6

Employees may carry over up to forty (40) hours per year into the following year up to a maximum of eighty (80) hours. Prior to December 1 of each year, Employees may sell back up to half of their unused accrued paid time off (minimum 20 hours) at a rate of 50 % of the value, provided the sell back results in the employee having at least twenty (20) PTO hours remaining.

Section 13.7

Upon a change in ownership, the employer shall pay out to employees all accrued but unused paid time off at a rate of 50% of the value upon the change in ownership.

Section 13.8

Vacation may start any day of the week.

ARTICLE 14: PAID LEAVE

Employees, after their first ninety (90) days of employment will be entitled to paid leave as follows:

Section 14.1

Full time Employees shall be entitled to three (3) paid days of leave of absence, at the regular rate of pay, for the death of the Employee's parents, step-parents, spouse, domestic partner (upon proof of same), siblings, step-siblings, parents in law, child, step-child, grandparent or grandchild provided the leave is taken during the period between the date of death and the day following burial, both inclusive, and provided further that the employee is prepared to offer valid proof of death and relationship upon request.

Section 14.2 Jury Duty

The facility realizes that jury duty is a civic responsibility. Immediately upon receiving your summons to serve notify your supervision and provide a copy of the official jury summons. Your supervisor will work with you to accommodate your schedule. However, you are expected to devote as much time to your job as is practical and reasonable.

After three (3) consecutive months of continuous employment, regular full-time employees will receive pay equal to their regular base rate for all scheduled work hours that are lost because of the jury service unless otherwise required by state law. Payment will be limited to no more than seven and a half (7.5) hours per day (including night work schedules). The Facility reserves the right to limit the number of paid jury days to 15 (fifteen) days in any twelve (12) month period, unless otherwise required by state law.

If such jury duty is federally mandated the Employer will offer an additional five (5) days if the jury duty leave is not extended beyond the 12 month period.

If an employee receives a subpoena to appear in court, the Facility will not pay the employee for the time away from work. However, employees who are subpoenaed by the Facility or requested to appear as a witness for the facility will be paid for such time away from work.

ARTICLE 15: UNPAID LEAVE

Section 15.1 Medical Leave

(a) Leaves of absence due to an Employee's medical condition may be granted to an Employee who has completed the probationary period. A leave of absence can be granted on a month-to-month basis. Requests for extension must be in writing. Such extension shall not be unreasonably denied, and the total length of a leave and any extensions may not exceed twelve (12) months.

(b) In requesting a leave of absence, the Employee must give prompt written notice of need for medical leave to the Employer. The notice will include a doctor's certificate stating the nature of the medical condition, the date until which the Employee may work (if applicable), and expected date of return to work. If a request for extension is made, a doctor's certificate of continued medical condition must be submitted for each month that the leave is extended.

(c) Two weeks prior to returning to work a doctor's certificate stating that the Employee is medically able to return to work must be submitted to the Account Manager. The Employer reserves the right to require that the Employee be examined by a physician designated by the Employer at no cost to the Employee.

(d) In the event of a disagreement between the doctor designated by the Employer and the Employee's doctor, the Employee will be examined by a third doctor mutually agreed to by the Employer and the Union at no cost to the Employee. The decision of the third doctor concerning the Employee's condition will be binding upon all parties.

(e) Upon return to work from a leave of absence, an Employee will be restored to the job previously held, or a comparable job with regard to work and rate of pay. The replaced Employee will be transferred in accordance with this Agreement.

(f) Failure to notify the Employer of availability for work, failure to return to work upon the expiration of leave or continued absence from work because a leave extends beyond the maximum allowed will be considered a voluntary termination of employment.

Section 15.2 Military Leave

(a) Notwithstanding any other provision of this Agreement, any Employee with seniority rights who leaves the employment of the Employer to enter the military service of the United States shall have all of the rights of reinstatement and seniority, status and pay provided in the applicable laws of the United States as amended from time to time.

(b) Employees will be granted leaves of absence without pay to attend the National Guard, U.S. Reserve training camps, and other similar military obligations.

Section 15.3 Union Business

A leave of absence for a period not to exceed three (3) years will be granted to Employees with one (2) or more years of bargaining unit seniority in order to accept a fulltime position with the Union, provided such leaves will not interfere with the operation of the Employer.

Section 15.4 Other Leaves

An Employee may request an unpaid leave of absence of up to one (1) month 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.

Section 15.5 Family/Medical Leave Act

All Employees shall be covered by the Family & Medical Leave Act ("FMLA"), subject to the length of service and hours worked eligibility requirements contained in the FMLA and applicable regulations. If a greater benefit exists under this Agreement than is afforded under the FMLA, then such benefit shall be maintained.

Except for FMLA, employees shall not be entitled to health insurance benefits while on any unpaid leaves.

ARTICLE 16: BARGAINING UNIT WORK

Section 16.1

Supervisors shall not do work normally performed by Bargaining unit Employees, except for the purpose of instruction, training, supervision, filling in for absenteeism and tardiness, emergencies, or where the normal duties of supervisors overlap the duties of Employees. An emergency is defined as any suddenly arising situation requiring 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 17: MISCELLANEOUS

Section 17.1

If a holiday falls on pay day, the Employer will make a reasonable effort to pay the Employees the day before pay day.

Section 17.2

(a) All minor infractions on an Employee's personnel record will be cleared after twelve (12) months provided that the twelve (12) months period will be free of the infraction. Resident care related infractions shall remain in the employee's personnel file. This Article shall include discipline issued by the Employer's predecessor.

(b) Minor infractions shall mean discipline for attendance and tardiness and first written or verbal warnings for work performance, conduct, or reasons other than attendance or tardiness, but shall not include suspensions, final warnings, or terminations for work performance, conduct, or reasons other than attendance or tardiness.

ARTICLE 18: HEALTH AND WELFARE

Section 18.1

Medical insurance shall begin the first (1st) of the month following the employee's sixtieth (60th) day of employment. In accordance with the Affordable Care Act (ACA), Employees who work thirty (30) or more hours per week shall be eligible to participate in the Saber Healthcare Group Benefit Program under the same terms and conditions as non-bargaining unit employees, with the following exceptions:

(a) All employees hired prior to February 12, 2018 shall pay for twenty percent (20%) of the cost of the premium for Employee Only health care insurance. All other employees shall pay twenty five percent (25%) of the cost of the premium for Employee Only health care insurance.

(b) Employees who wish to purchase single plus one or family coverage of the base medical plan, or elect the Employer's upgraded medical plan may do so by paying the difference between the Employer's contribution above and the higher plan's total plan premium. For example, if the employer pays ninety percent (90%) or five-hundred dollars (\$500.00) for the single only base plan, then the employee can take that \$500.00 and apply it toward a higher medical plan, such as family coverage, or single coverage in the upgraded medical plan, with the employee paying the difference between \$500.00 and the total premium

(c) The parties agree to meet and confer if the total premium of the base single only coverage increases greater than fifteen percent (15%) in any one year.

(d) If the ACA is altered or repealed, the parties agree to meet and confer on medical insurance.

Section 18.2

Eligible full-time employees (under section 18.1) may purchase dental, vision, and any other supplemental insurance offered to the facilities non-union employees at the posted Employee rates.

Full-time employees (as defined in Article 9.3) shall receive employer paid life insurance in the amount of \$15,000.

ARTICLE 19: 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 19.1

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

Section 19.2

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

Section 19.3

Notwithstanding the foregoing, the Employer retains the right to hire applicants from other sources.

ARTICLE 20: MANAGEMENT RIGHTS

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

ARTICLE 21: DISCHARGE AND PENALTIES

Section 21.1

The Employer may discharge, suspend or discipline any Employee for just cause.

Section 21.2

The Employer will notify the Union in writing of any discharge or suspension of an Employee within forty eight (48) hours from the time of discharge or suspension.

Section 21.3

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

Section 21.4

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

ARTICLE 22: NO STRIKE OR LOCK-OUTS

Section 22.1

No Employee should engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, informational picket, boycott, or other interference with the operations of the Employer, the Facility, or any related facility.

Section 22.2

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

Section 22.3

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

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

Section 22.4

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

ARTICLE 23: GRIEVANCE PROCEDURE

Section 23.1

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 shall be processed and disposed of in the following manner.

Step 1 An Employee having a grievance and/or the Union Delegate or other representatives will take it up with the Department Head. Within five (5) working days after it arose or should have been known to the Employee. 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 ten (10) 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 Nursing Home Administrator. A grievance so presented in step 2 will be answered by the Nursing Home Administrator in writing within ten (10) working days after its presentation.

Step 3 If the grievance is not settled in Step 2, the grievance may, within ten (10) working days after the answer in Step 2, be presented in Step 3. A grievance will be presented in this Step to the Regional Vice President, or his/her designee; and that person will render a decision in writing within ten (10) working days after the presentation of the grievance in this Step.

Failure on the part of the Employer to answer a grievance at any Step 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 23.2

An extension to the time limits at any step in the grievance procedure may be mutually agreed to in writing by the parties. All time limits herein specified will be deemed to be exclusive of Saturdays, Sundays and holidays.

Section 23.3

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.

Section 23.4

If the discharge of an Employee results from conduct relating to a resident and the resident does not appear at the arbitration, the Arbitrator shall not consider the failure of the resident to appear as prejudicial.

ARTICLE 24: ARBITRATION

Section 24.1

A grievance, as defined in Article 25, 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 24.2 Expedited Arbitration Procedures for Discharge Cases

The parties agree that if mutually agreed upon discharge cases may be handled under the expedited arbitration procedures of the American Arbitration Association in accordance with the following procedure:

(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 procedure:

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

2. The Union will then confirm in writing to the Employer or its designee that it is proceeding to submit the discharge case grievance to the AAA and will set forth the agreed-upon hearing date.

3. The Union will notify AAA which will submit to the parties a list of Arbitrators who are available to hear the case on the agreed-upon hearing date.

(b) The Arbitrator will issue a written opinion within thirty (30) days of the close of the hearing; and

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

Section 24.3

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

Section 24.4

The award of an Arbitrator hereunder will be final, conclusive, and binding upon the Employer, the Union and the Employees.

Section 24.5

The Arbitrator will have jurisdiction only over disputes arising out of grievances, as defined in Article 23, 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 25: HEALTH AND SAFETY

Section 25.1

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

Section 25.2

The Employer will have the right to make provisions for the safety and health of its Employees during the hours of work. All Employees will be required to observe and follow all written and posted safety rules. All Employees will be expected to report immediately any unsafe practices of which they are aware to management.

Section 25.3

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 determined by the Employer and/or the Safety Committee in accordance with applicable law.

Section 25.4

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 26: SEPARABILITY

Section 26.1

If any provision of this Agreement, or the application of a provision to any Employee or circumstances, shall be held invalid or in conflict with any present or future federal or state law, or local ordinance, the remainder of the Agreement or application of such provision to Employees or circumstances other than those to which it is determined invalid shall not be affected thereby.

ARTICLE 27: TRAINING AND UPGRADING FUND

Section 27.1

Effective April 1, 2019, the Employer shall contribute monthly to the Philadelphia Hospital and Health Care- District 1199C Training and Upgrading Fund (hereinafter referred to as the "Fund") a sum equal to one and one-half percent (1.5 %) of the gross payroll of all Employees in the bargaining unit covered by this Agreement; including regular part-time Employees, but excluding Employees who have not completed their probationary period.

Section 27.2 Contributions so received by the Fund shall be used to study Employer 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 costs of training in areas of manpower shortages. Such programs 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 Employers, shall attempt to secure additional funds as may be available from the public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

Section 27.3 The Trustees of the Fund shall be composed of an equal number of representatives designated by the Union and by employers. The Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided elsewhere in this Agreement.

Section 27.4 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. The Employer agrees to make available to the Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient 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 27.5 An independent audit of the Fund shall be made annually, and a statement of the results thereof shall be furnished to the Employer.

ARTICLE 28: DURATION

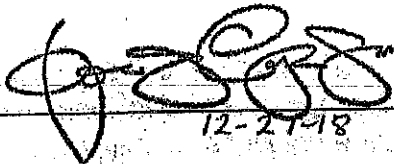
Section 28.1

This Agreement will be in full force and effect for the period commencing upon Ratification and shall remain in full force and effect until midnight November 30, 2022. The Employer and the Union agree to jointly 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.

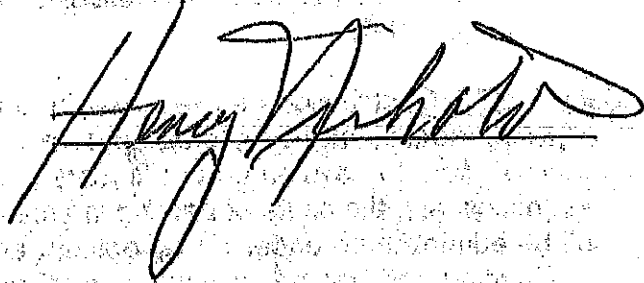
IN WITNESS WHEREOF, the parties hereby have agreed to be bound by the terms contained hereinabove.

SUBURBAN WOODS HEALTH AND
REHABILITATION CENTER

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



12-21-18



12/19/18

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
330 West 42nd Street, New York, N.Y. 10030
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

To: _____ Date _____

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 Health Care 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(c) 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 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, PA 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 for 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"

**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 Number _____

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 _____

SIDE LETTER

The parties shall enter into a side letter agreement representing the parties' agreement on the following issues:

(1) The Employer's right to implement a new employee handbook, which shall constitute additional initial terms and conditions of employment and, in the event that it conflicts with the collective bargaining agreement, the collective bargaining agreement governs.

(2) The Employer shall not be responsible for any grievances, arbitrations or unfair labor practice charges that arose prior to the Employer's takeover of operations.

(3) All past practices that arose prior to the Employer's takeover date shall be eliminated.

(4) The accrual of PTO shall commence in the first full pay period after the agreement is ratified and shall accrue based on the employee's seniority in the bargaining unit.