

COLLECTIVE BARGAINING AGREEMENT

By and Between

**WATERMARK SERVICES IV, LLC,
d/b/a THE WATERMARK**

**at
LOGAN SQUARE
AND**

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

November 16th, 2019 – November 15th, 2022



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AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of November, 2019, by and between WATERMARK SERVICES IV, LLC, d/b/a THE WATERMARK at LOGAN SQUARE (hereinafter called the "Employer" or "Community") and DISTRICT 1199C, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO (hereinafter called the "Union"), with its offices at 1319 Locust Street, Philadelphia, PA 19107, acting herein on behalf of the Employees of the said Community, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

WITNESSETH

WHEREAS, the Community recognizes the Union as the exclusive 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 residents of the Community as well as of its Employees and to avoid interruptions and interferences with services to residents and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment,

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

ARTICLE 1: RECOGNITION

- 1.1 a) The Community hereby recognizes the Union as the sole and exclusive collective bargaining agent during the life of this Agreement for the full-time and regular part-time non-professional employees employed by the Community at its facility located at Two Franklin Town Boulevard, Philadelphia, Pennsylvania, including Nurses' Aides, Food Service Employees, Housekeeping/Laundry Employees, Maintenance Employees, Unit Clerks, Activity Aides, Inventory Clerks and excluding all professional employees, office clerical employees, management employees, guards and supervisors as defined in the National Labor Relations Act.
- b) A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The three (3) month period may be extended with the Union's consent. Such a consent will not be unreasonably withheld. All temporary employees shall be required to become a member of the Union after three (3) months and shall thereafter be entitled to the job rate under the contract, as well as holidays. No other benefits shall be paid until a temporary employee has worked for six (6) months when the employee shall be entitled to all contractual benefits. Upon changing from temporary employees to regular Employees under this Agreement, such Employees shall serve the ninety (90) day probationary period provided in Article 10.

- 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 hereof.

ARTICLE 2: UNION SECURITY

- 2.1 All Employees on the active payroll as of the effective date of this Agreement, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.
- 2.2 All Employees on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of this Agreement, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
- 2.3 All Employees hired after the effective date of this Agreement shall become members of the Union after completion of the probationary period and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
- 2.4 For the purpose of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.
- 2.5 An Employee who has failed to maintain membership in the Union 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/her discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.
- 2.6 The Union agrees that it will indemnify and hold the Community harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE 3: CHECK – OFF

- 3.1 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A", the Community shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's probationary period, and remit to the Union, regular monthly dues, initiation fees and/or assessments, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Community agrees to make the revised deduction from the Employee's pay upon thirty (30) days' written notice from the Union.
- 3.2 Upon thirty (30) days written notice from the Union, the Community agrees to remit said dues and initiation fees to the Philadelphia office of the Union, as designated in said notice.
- 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.

- 3.4 The Community shall not be obliged to make dues deductions of any kind from any Employee who, during the pay period in which dues are deducted, shall have failed to have received sufficient wages to equal the dues deduction.
- 3.5 Each month, the Community shall remit to the Union all deductions for dues and initiation fees made from the wages of Employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.
- 3.6 The Community agrees to furnish the Union each month with the names of newly-hired Employees, their addresses, social security numbers, classifications of work, dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.
- 3.7 Upon receipt of a written authorization from an Employee, the Community shall, 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 1199C Credit Union to the credit or account of said Employee. It is understood that such check-off remittance shall be made by the Community whenever feasible.
- 3.8 The Community agrees to make a payroll deduction once each calendar month from an Employee's pay for the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "B". This deduction shall be made monthly for those Employees in the bargaining unit authorizing the deduction. The Community shall remit the lump sum of all deductions to District 1199C by separate check.
- 3.9 It is specifically agreed that the Community assumes no obligation, financial or otherwise, arising out of any of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Community harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Community hereunder. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 It is understood and agreed that the Community shall have the right to manage and operate its business in such manner as it sees fit except to the extent restricted or prohibited by the express and specific terms of this Agreement. The rights enumerated below are illustrative only and are not meant to limit the effectiveness of this general statement of management's rights.
- 4.2 The management of the Community and the direction of the working force are vested exclusively with the Community. Except where expressly abridged by a specific provision of this Agreement, the Community retains the sole right to hire, discipline, discharge for just cause, layoff and promote; to determine or change the starting and quitting time and the number of hours worked; to promulgate rules and regulations; to assign duties to the work force; to assign or transfer, temporarily or permanently, Employees to other departments or classifications as operations may require; to introduce new or improved methods or facilities; and in all respects to carry out ordinary and customary functions of management. Matters of inherent managerial

policy are reserved exclusively to the Community. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Community, standards of service, budget, utilization of technology, organizational structure, and selection and direction of personnel. The Community reserves the right to discontinue operations in whole or in part, to subcontract, to transfer, to sell or otherwise to dispose of its business in whole or in part, to determine the number and types of Employees required, and to otherwise take such measures as management may determine to be necessary, to the orderly or economical operation of the business. The above set forth management rights are by way of example, but not by way of limitation.

- 4.3 The Union recognizes that the Community may introduce a revision in the method or methods of operation, which will produce a revision in job duties and reduction of personnel in any department. The Union agrees that nothing contained in this Agreement shall prevent the implementation of any program and or work force reductions on any program to be hereafter undertaken by the Community.
- 4.4 Nothing contained herein is to be construed to mean that a worker or group of workers have inherent rights to a particular task or job; however, wherever practical, any assignments or task should fall within the responsibilities of the job for which the Employee was hired.
- 4.5 The Community retains the exclusive right to subcontract any work, service or functions whenever, in the Community's sole judgment, it deems it economic or efficient to do so. In addition, the Employer agrees to advise the Union of such decision, and to meet and discuss the effects of the subcontracting decision on members of the bargaining unit.
- 4.6 The Union, on behalf of the Employees, recognizes that the primary obligation of the Community is to ensure the safety and comfort of the residents. The Community agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE 5: NO STRIKE OR LOCKOUT

- 5.1 No Employee shall engage in any strike, sympathy strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Community.
- 5.2 The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sympathy strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Community, or ratify, condone or lend support to any such conduct or action.
- 5.3 The Union agrees that in the event an unauthorized strike or work stoppage of any kind occurs it will immediately notify the Employees involved of the violation of this Article and advise them to return to work immediately. The Union will also promptly notify the Community of its actions and that the Employees' action is unauthorized. After notification to the Community by the Union, those members who continue the unauthorized activity may be discharged or otherwise disciplined subject to the grievance and arbitration Articles of this Agreement.

- 5.4 The Community agrees that it will not lock out Employees during the terms of this Agreement.

ARTICLE 6: UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

- 6.1 An authorized representative of the Union shall have reasonable access to the Community's premises for the purpose of conferring with the Community, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. When the Union representative enters the Community's premises, he/she shall notify the Executive Director or person in charge of his/her visit so that his/her activities do not interfere with resident activities or resident care or the efficient operation of the facility. The Community will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit.
- 6.2 A Union delegate who must visit a department other than his/her own for purposes of investigating a grievance must first obtain the permission of his/her supervisor and must obtain the permission of any other department head before speaking to an Employee in another department. Such permission shall not be unreasonably denied.
- 6.3 The Community shall provide an enclosed bulletin board. The location of the bulletin board will be determined by a Committee of Union and Community members. The bulletin board shall be for routine Union business and shall not be used for controversial or political purposes.
- 6.4 The work schedule of Employees elected as Union delegates shall be adjusted to permit their attendance at delegate assembly meetings provided that the Community's operation shall not be impaired and provided further that the Union gives the Community fourteen (14) calendar days' advance notice in writing to the Executive Director or his/her designate. An employee who serves as a union delegate shall be granted two (2) days off per year without loss of wages or benefits to attend union seminars or conferences that require delegates' attendance.
- 6.5 The Community currently conducts a general orientation for all new hires. The Union will be permitted to meet with only those new employees hired into represented positions as part of this process. The Union will be allocated fifteen (15) minutes at the end of the general orientation day to meet with such represented employees for the limited purpose of addressing the rights and responsibilities of union membership, which shall include the right to request representation in investigatory interviews, the right to confer with stewards and officials, the obligations of membership, and the collective bargaining agreement. The Union agrees to provide presentation materials to the Community in advance of such meetings, and such information shall be consistent with that which is provided by the Community. Should the content of the materials change, the Community will be notified in advance of the changes and provided the materials prior to them being presented to any new bargaining unit employee. The Union shall be provided with notice of the date and time that the Union may present at such general orientation, and shall be responsible for sending its representative to attend.

ARTICLE 7: DISCHARGE AND PENALTIES

- 7.1 The Community shall have the right to discharge, suspend or discipline any Employee for just cause.

- 7.2 The Community will notify the Union in writing of any discharge or suspension within three (3) working days from the time of discharge or suspension. Notification to the Union's office by facsimile shall constitute notification pursuant to this provision. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Community within five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 3 of the grievance procedure.
- 7.3 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays as defined in the Agreement.

ARTICLE 8: GRIEVANCE PROCEDURE

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

- Step 1 An Employee and/or the Employee's union delegate/representative must first verbally discuss a grievance with the Employee's supervisor within seven (7) working days of the occurrence giving rise to the grievance.
- Step 2 If the matter is not settled in Step 1, within ten (10) working days (except as provided in Article 7 entitled "Discharge and Penalties") of the completion of Step 1, an Employee having a grievance and/or his/her Union delegate or other representative shall reduce the grievance to writing and present it to his/her department supervisor and/or department head. A hearing on the grievance shall be convened if requested by either party before the department supervisor and/or department head, and such hearing shall be held within ten (10) working days. The Community shall give a written response to the Employee and/or Union delegate or other representative within five (5) working days after the hearing of the grievance.
- Step 3 If the grievance is not settled in Step 2, the grievance may, within ten (10) working days of the answer at Step 2, be signed by the grievant and his/her Union representative, and presented to the Executive Director or his designee. A hearing on the grievance shall be convened if requested by either party before the Executive Director and/or designee, if requested by either party, and such hearing shall be held within ten (10) working days. A grievance so presented in Step 3 shall be answered by the Community in writing within ten (10) working days after such hearing. If the grievance is not settled within thirty (30) days of Community's written answer, it may be referred to arbitration.
- Step 4 If the grievance is not settled at Step 3, the Union or the Community only may request mediation in writing from the Federal Mediation and Conciliation Service (FMCS) within ten (10) calendar days of the answer at Step 3. Mediation under this section is a condition precedent to Article 9, Arbitration. The request for mediation must be emailed by the party requesting it simultaneously on the FMCS and the other party within this period as a condition for further processing of the grievance.

The mediation shall be held in Philadelphia, Penn. unless the Community and the Union agree in writing to hold it elsewhere.

- 8.2 Anything to the contrary notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified above.
- 8.3 Without waiving its statutory rights, a grievance on behalf of the Community may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.
- 8.4 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays as defined in this Agreement.
- 8.5 A grievance which affects a substantial number, i.e., three (3) or more, or class of employees, and which the Community representative designated in Step 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.
- 8.6 The time limits and procedure provided in this Article for the presentation and appeal of a grievance at any step are absolute, and the failure of the Union or the aggrieved Employee to proceed at any step within the time prescribed or in the manner prescribed shall constitute the Union's acceptance of the Community's position. Failure on the part of the Community to answer a grievance at any step allows the grievance to proceed to the next step. The time limits and procedure provided in this Article for the presentation and appeal of a grievance at any step may be extended by mutual agreement of the Union and the Community.

ARTICLE 9: ARBITRATION

- 9.1 A Grievance which has not been resolved may, within thirty (30) working days after completion of Step 4 of the grievance procedure, be referred for arbitration by the Community or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the voluntary Labor Arbitration rules then prevailing of the American Arbitration Association.
- 9.2 The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.
- 9.3 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 view this as detrimental to the Community's case.
- 9.4 The arbitrator shall have no power to add to, subtract from, nullify, ignore or modify any of the terms of this Agreement. He shall consider and decide only the particular issue presented to him/her in writing by the Community and the Union, and his/her decision and award shall be based solely upon his/her interpretation or application of the terms of this Agreement. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall render no award. No award rendered shall be retroactive beyond the date the grievance was originally filed with the Community, the Union and the Employee or Employees involved.
- 9.5 Each arbitration hearing shall deal with not more than one (1) grievance except by mutual written agreement of the Community and the Union.

ARTICLE 10: PROBATIONARY EMPLOYEES

- 10.1 Newly hired Employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence. On-call employees who become regular Employees shall serve a ninety (90) day probationary period upon attaining a regular schedule.
- 10.2 During or at the end of the probationary period, the Community may suspend, demote, discipline or discharge any such Employee and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 11: SENIORITY

11.1 Definition

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

11.2 Accrual

- a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.
- b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay for a period of up to six (6) months for Employees with more than one (1) year of seniority. Benefits will not be accrued or paid during such a leave, except for payment of earned vacation.
- c) Classification seniority shall accrue during the periods specified in (b) above during the time an Employee works in a specific job classification.
- d) Temporary Employees, as defined in this Agreement, shall have no seniority during the time they occupy the status of temporary Employees, but should temporary Employees become permanent Employees, then their seniority shall be retroactive to their date of employment.

11.3 Loss of Seniority

Seniority and the employment relationship shall cease if any of the following occur:

- a) The Employee is discharged for just cause.
- b) The Employee quits or retires.
- c) The Employee is absent from work for two (2) consecutive working days without prior and proper notification to the Community, unless the Employee presents an excuse acceptable to the Community, provided that this provision shall not be construed as authorizing absence for any period.
- d) The Employee, when recalled from layoff, fails to inform the Community of his/her intent to return to work within five (5) calendar days after the date on which the notice of recall is received at the Employee's last known address as shown on the records of the Community, and if the notice is rejected or returned, within seven (7) calendar days of

the date such notice is mailed by the Community, or he/she fails to report to work when scheduled to report by the Community. Employee notice will be sent by certified mail and regular mail, a copy of which will be sent to the Union.

- e) The Employee fails to return to work on the first scheduled day following the expiration of a leave of absence or vacation, unless the Employee presents an excuse acceptable to the Community, provided that this provision shall not be construed as authorizing absence for any period.
- f) While on a leave absence, the Employee takes another job during his/her normal working hours without written permission of the Executive Director.
- g) Layoff of one (1) year or more.
- h) The Employee falsifies the reason for a leave of absence whether such leave is paid or unpaid.

11.4 Application

- a) 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.
- b) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.

11.5 Layoff

- a) In the event a layoff becomes necessary within a job classification, Employees not covered by this Agreement in the job classification will be laid off first, then probationary Employees within that job classification shall be laid off next, without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their classification seniority.
- b) In the event an Employee is scheduled to be laid off in one department and there exists a vacant position or a less senior Employee in another classification in another department and the Employee scheduled for layoff has worked in the job classification within the Community and has the seniority and ability, then job classification seniority shall prevail in determining who shall be laid off. This provision is not intended to circumvent the job posting provisions of this Agreement. When an employee fills a vacant position or exercises his/her bumping rights, he/she shall be paid the wage rate of said position. When an Employee exercises such bumping rights, he/she will bump the least senior Employee in that classification.
- c) Superseniority shall be provided to delegates only for purposes of layoff and recall.

11.6 Job Posting

- a) When the Community creates a permanent new full-time position or regular part-time bargaining unit position or seeks to fill a permanent bargaining unit vacancy occurring in an existing full-time position or regular part-time position, the Community agrees to post a notice of such opening for seven (7) consecutive business days (to include at least one (1) weekend day) on a bulletin board in the Community. The Community's selection of an applicant for such opening shall be based upon, a consideration of the following factors among the applicants:
 - i. Seniority.
 - ii. Ability (including knowledge, skill, aptitude and experience) - seniority shall be controlling where the factors listed in (b) are equal.
- b) An Employee who is promoted shall serve the same probationary period on the job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job at his/her former rate of pay, without loss of seniority or other benefits, excepting that if he/she is discharged his/her rights shall be subject to the grievance and arbitration provisions of this Agreement.
- c) Disputes under this provision shall be subject to the grievance and arbitration provisions of this Agreement.
- d) An Employee must remain in a job classification for at least three (3) months before he or she can laterally transfer into another position.

11.7 Temporary Transfer

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

11.8 Seniority List

A seniority list of Employees will be dated and posted by the Community. If any Employee disputes any seniority dates shown on such list, such dispute shall be handled through the grievance procedure except that the time for presenting any such grievance shall be extended to ten (10) calendar days after the date on which those dates first appear on a list posted by the Community. If an Employee is on an approved leave, he/she will have ten (10) days upon his/her return to contest the posted seniority date. The Community shall update the seniority list not less frequently than once every calendar year. The Community will furnish the Union with a copy of the seniority list and each update thereof.

11.9 Recall

- a) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he/she has worked in the classification at the

Community. When an Employee is recalled to a job other than his/her regular job and which he/she is qualified to perform, he/she shall receive the rate for the job which he/she is performing.

- b) Newly-hired probationary Employees who have been laid off have no recall privileges.

ARTICLE 12: SHIFTS

- 12.1 Regular full-time Employees shall work on shift arrangements for which they were hired. This shall not be construed as conflicting with the needs of a particular department.
- This should not be construed as restricting voluntary acceptance of work. Whenever the Employee requests a change of shift, approval must be authorized in writing by the department head. Approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working, and if more than one Employee applies, such change shall apply to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, the Employee shall have preference in filling vacancies on another shift in the classification in which he/she is then working over new Employees.
- 12.2 Employees may trade days off provided they do so within the same work week and provided it does not cost the Community any additional money as overtime, or where it will result in benefits eligibility for Employees who are not scheduled to work a sufficient number of hours to become eligible for health benefits or where the employee is trading the shift to hold a schedule. The change request must be in writing and submitted to the immediate supervisor or designee for his/her approval prior to the change. Both Employees must sign the request before the change will be considered. An Employee who agrees to work in place of another Employee shall be required to work such shift and subject to attendance counseling and/or discipline in the event he or she does not work such shift. The Employer may deny trades for bona fide operational reasons provided trades will not be unreasonably denied.

ARTICLE 13: HOURS OF WORK

- 13.1 The regular work day for all full-time Employees shall consist of the number of hours normally worked in a day, excluding an unpaid lunch period of one-half (½) hour. Employees shall be entitled to combine their lunch and two fifteen-minute breaks with the permission of their immediate supervisor, which shall not be unreasonably withheld.
- 13.2 The Community will date and post work schedules at least seven (7) calendar days in advance of the work week. If the Community does not post the work schedules in accordance with this paragraph and an Employee is disciplined for not reporting to work at the assigned time, the Union may file its grievance initially in Step 3 of the Grievance Procedure.
- 13.3 Regular part-time Employees shall be defined as those Employees who are normally scheduled twenty (20) hours or more per week but less than thirty-two (32) hours per week.
- 13.4 Part-time Employees who work twenty (20) or more hours per week shall receive vacation, holidays, sick days, jury duty pay and funeral leave. Eligible part-time Employees will receive a pro rata share of the benefits listed above based on the average number of hours worked per week in the prior anniversary year.

- 13.5 All regular full-time Employees shall have every other weekend off. This restriction shall not preclude the Community from offering flexible schedules to Employees who wish to work weekends on a more regular basis, nor will it preclude the Community from advertising for and hiring Employees to work flexible schedules requiring additional weekend work. The weekend restrictions in this section will not apply to Employees hired after November 16, 2000 during their first year of employment. If an Employee calls out on a scheduled weekend shift, excepting funeral leave, vacation, sick leave on the Employee's three scheduled days of work before and/or after the called out shift, or if the Employee submits a doctor's note to his/her manager attesting to the Employee's sickness, the Community may schedule the Employee to make-up that weekend shift on another day on the subsequent weekend provided the employee is so informed by the Tuesday preceding the subsequent weekend.
- 13.6 The Community shall first offer additional available hours to part-time Employees in the classification on the basis of seniority.
- 13.7 Employees who are not scheduled for work and who are asked to come in and who report within one (1) hour 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.
- 13.8 The Union may request a three (3) month audit of an Employee's normally scheduled hours of work to review the Employee's part-time or full-time status.

ARTICLE 14: OVERTIME

- 14.1 Overtime pay shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. Employees who work more than forty (40) hours per week or more than thirty-seven and one-half (37 ½) hours per week, as appropriate, shall be paid overtime. For purposes of this section, vacation hours, sick leave, personal days, holiday hours, funeral leave or any other type of leave shall not be considered when calculating an employee's weekly hours. Overtime shall not be pyramided.
- 14.2 When overtime is necessary within a department, the department shall first attempt to secure volunteers from within the classification on the shift where the overtime is needed. If the Community cannot secure sufficient volunteers on the shift, employees within that classification on that shift shall be required to perform the overtime work on a rotating basis, with part-timers first, then full-timers in accordance with reverse job classification seniority. Where practical, required pre-scheduled overtime shall be distributed equally among Employees within the job classification as long as they have the skill and ability to perform the work. If an Employee has been overlooked by the Community in the assigning of overtime, the Employee's only remedy shall be a preference for working overtime in the future until he/she has worked or be offered his/her share of overtime opportunities.
- 14.3 An Employee who has accepted an additional shift may cancel that acceptance provided the Employee cancels in writing to the Community prior to fourteen (14) full calendar days before the day of the scheduled start of the shift. In the event of such a cancellation, the Community may cancel any or all of the shift or offer the shift or part thereof first to bargaining unit Employees (on a non-overtime basis) for the first 24 hours after the cancellation and, if the shift remains unfilled, to any qualified individual."

ARTICLE 15: GENERAL PROVISIONS

- 15.1 The Community will continue its past practice with respect to providing a break room, correcting payroll errors and providing in-service training.
- 15.2 In the Nursing Department, the past practice of "pulling" will continue, but the Community shall reserve the right to assign employees in case of an emergency.
- 15.3 The Community will provide uniforms to employees as follows:

Maintenance		Nursing	
Full-time	5 sets	Full-time	5 shirts
Part-time	3 sets	Part-time	5 shirts
Housekeeping		Dietary	
Full-time	5 sets	Full-time	5 shirts and pants 2 aprons (diet aides/waiters, waitresses) 2 bow ties (waiters/waitresses)
Part-time	3 sets	Part-time	3 shirts and pants 2 aprons (diet aides/waiters, waitresses) 2 bow ties (waiters/waitresses)

Bus drivers and those maintenance and housekeeping employees who work outside will receive a winter jacket every other year.

In addition to the uniforms provided above, on November 17th of each contract year, eligible full-time employees in nursing shall receive a \$150 stipend towards the cost of purchasing pants/skirts in compliance with Company dress code.

Eligible regular part-time employees, including those working between 16 and 19 hours per week, shall receive a \$75 stipend on November 17th of each contract year.

New hires shall receive the number of uniforms set forth above within thirty (30) days of their hire, except for nursing Employees. Nursing Employees shall receive the number of uniforms set forth above within ten (10) calendar days after successful completion of the probationary period. The Community will provide 2 of these uniforms, in advance to probationary Nursing Employees for use during the probationary period, and will provide the remaining three (3) within ten (10) days of successfully completing the probationary period.

Employees who complete the probationary period during the term of this agreement, shall receive their stipend on the November 17th following their successful completion of the probationary period as is the case with the cold weather clothing stipend for maintenance employees. For example, an employee hired in June 2017, and who completes her probationary period at the end of August 2017, would receive her uniform shirts on September 1, but would receive her uniform stipend on November 17, 2017 and thereafter as other eligible nursing department associates. Thereafter, such eligible

Employees shall receive uniforms on or before the anniversary of each contract year, unless they have received a full set of uniforms within 6 months of the anniversary of the Agreement. In no event shall the application of this language result in an Employee receiving more than the number of uniforms set forth above in any contract year.

If the Employer does not adhere to the above schedule for distribution of uniforms, the Union may, within ten (10) working days of when the uniforms were to be provided, make demand on the employer to provide such uniforms. The union may file a demand for arbitration within ten (10) days of its demand on the employer if the uniforms are not provided.

Upon separation from employment, the Employee must return all uniforms provided by the Community prior to receiving any monies due under the Agreement.

- 15.4 Bus drivers will be permitted to wear short pants in the summer time. The Community will provide guidelines for acceptable short pants that may be worn during the summer months (May through August). The Community shall have final say concerning whether particular garments are acceptable. Wearing of short pants is optional. Employees must purchase their own short pants.

- 15.5 An Employee who is late for work shall not have his or her pay docked for the first six (6) minutes of lateness, but shall be subject to discipline for the lateness and pattern of abuse.

15.6 Maintenance Tool Stipend: Tool Reimbursement

Maintenance employees shall continue to use their own hand tools, which shall include a 16 oz. hammer, screw driver set, slip joint pliers, needle nose pliers, tape measure and torpedo level. The Community will replace only these worn or broken hand tools through its tool vendor on an exchange basis (the Employee must surrender the worn or broken tool). The Community reserves the right to deny reimbursement where it believes that a Maintenance Employee has abused this provision. Power tools required for work will be made available by the Community.

15.7 Maintenance Inclement Weather Stipend

The Community will Fund a stipend amount of \$100 for current full time, non-probationary maintenance Employees, payable on November 17, 2020 and November 17, 2022. Employees hired during the term of the agreement would be eligible for a stipend of \$100 on the November 17th following their successful completion of their probationary period, provided they would not be eligible for another stipend for two full years. The purpose of this provision is to allow maintenance Employees who are hired into the bargaining unit mid-year and off-cycle to be eligible to receive the inclement weather clothing stipend without having to wait over a year following successful completion of their probationary period.

EXAMPLE: A full-time maintenance Employee is hired on March 3, 2017. He completes his probationary period on June 3, 2017. He will get a \$100 stipend on November 17, 2017, but will not be paid the stipend on November 17, 2018. (The provision does not allow any eligible Employees, including those employed as of the date this agreement is signed, from receiving more than one stipend in any 2-year period.)

- 15.8 The Community shall pay Maintenance Employees who are required to use their cell phones for work order management sixty dollars (\$60) a quarter (less regular withholdings) in the payroll for the first full pay period following the end of each quarter.

ARTICLE 16: PERSONNEL FILES

- 16.1 An Employee, and his/her Union representative and/or delegate, upon written consent of the Employee, may inspect the contents of his/her personnel file under the following terms and conditions:
- a) He/she must make an appointment with the Human Resources Department;
 - b) He/she will not be paid for the time inspecting his/her file;
 - c) Nothing may be removed from the file; and
 - d) Nothing may be written by the Employee or his/her representative or delegate on any papers in the file.
- 16.2 All minor infractions on an Employee's record shall be inactive after twelve (12) months, provided that the twelve (12) months' period shall be free of related infractions. This provision shall apply to absenteeism and tardiness only.
- 16.3 Any Employee whose job performance or conduct becomes subject to an official evaluation shall have the right to participate in a review of such evaluation. An Employee who disagrees with the evaluation shall have the right to express his/her written opinion of the evaluation and the written opinion will be attached to the evaluation form and placed in his/her personnel file.

ARTICLE 17: MISCELLANEOUS

17.1 Correct Home Address and Phone Number

It is the obligation of every Employee, including those on layoff, to keep the Community informed in writing of his/her current Home address and telephone number. The Community's obligation in connection with recall shall end with a notice of recall sent by the Community by certified mail, regular first-class mail or by telegram to the Employee's current address as shown on the records of the Community. A copy of the recall certified letter will be sent to the Union.

17.2 Bargaining Unit Work

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

17.3 Change of Starting Time

In the event that the Community wishes to permanently change an Employee's starting time, the Community shall notify the Employee in writing of such change two (2) weeks in advance. In the event that the Community wishes to temporarily change an Employee's starting time due to some emergency or other condition beyond the Employer's control, no advance written notice is necessary,

but the Employer will attempt to notify the Employee by telephone at the last number on file with the Community as far in advance as possible. This provision shall not apply to probationary Employees.

17.4 Reporting Pay

An Employee who reports for work at the start of his/her 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 may be assigned other work to do that he/she can perform at his/her applicable rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or other condition or causes beyond the control of the Community.

17.5 Unclassified Jobs

If the Community 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 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 the Community subject to the grievance and arbitration procedure.

17.6 Call Out

The Community will provide a telephone extension for Employees to use for the purpose of calling out when they have been unable to reach their immediate supervisor.

17.7 State of Emergency

If an Employee calls out sick during a state of emergency declared by the Commonwealth of Pennsylvania, the Employee must submit a doctor's note to his/her manager attesting to the Employee's sickness or the Employee may be subject to disciplinary action for not working as scheduled.

ARTICLE 18: RESIGNATION

18.1 An Employee who resigns shall give the Community ten (10) calendar days' written notice.

18.2 Employees hired prior to November 16, 2016 who give written notice of resignation and returns uniforms, as provided above, shall be entitled to receive payment for earned, but unused, vacation time and one-half (½) of earned, but unused, sick leave on the effective date of the resignation or termination. If notice is not given as provided above, an Employee shall not be entitled to terminal benefits. Further, Employees who are terminated for cause shall not be entitled to any payout of sick leave upon separation.

Employees hired on or after November 16, 2016 who give written notice of resignation and return uniforms, as provided above, shall be entitled to receive payment for earned, but unused, vacation time but will not be eligible for payment of any earned but unused sick leave.

ARTICLE 19: UNPAID LEAVES

19.1 Leaves of Absence

Leaves of absence for personal reasons may be granted to an Employee who has completed the probationary period. A leave of absence may be granted for up to sixty (60) calendar days. Extensions will be considered on a case by case basis. Requests for extensions must be in writing. Extensions may be granted at the discretion of the Executive Director or his/her designate, but the total length of a leave and any extensions may not exceed one (1) year. Such extensions shall not be unreasonably denied.

The Employee is responsible for requesting such a leave and obtaining management approval prior to his/her absence. An Employee may not accept other employment while on a leave and may be terminated for violation of this provision except where written consent has been obtained from the Community.

Two (2) weeks prior to returning to work a written notice must be presented to the personnel clerk or immediate supervisor. When possible, an Employee returning from a leave will be assigned to the same or substantially equivalent job. If this is not possible, the Employee will be given preference in filling other jobs for which he/she is qualified, based on seniority

19.2 Disability Leave

Leaves of absence due to injury, illness or maternity may be granted to an Employee who has completed the probationary period. A leave of absence may be granted on a month-to-month basis or such other bases as may be permitted by applicable law. Requests for extensions must be in writing. Such extensions shall not be unreasonably denied and the total length of a leave and any extensions may not exceed one (1) year, provided that this period can be extended where required by applicable law. In requesting a leave of absence, the Employee must give prompt written notice of disability to the Community.

The notice will include a doctor's certificate, stating the nature of the disability, the date until which the Employee may work (if applicable), and expected date of return to work. If a request for an extension is made, a doctor's certificate of continued disability must be submitted for each month that the leave is extended.

Two (2) weeks prior to returning to work a doctor's certificate stating that the Employee is physically able to return to work must be submitted to the Human Resources Manager or the Employee's immediate supervisor. The Community reserves the right to require the Employee to be examined by a designated physician prior to returning to work.

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. (i.e., an Employee on the first shift who goes on a leave of absence shall upon return to work be returned to the first shift). The

replaced Employee will be transferred or laid off in accordance with the provisions of this Agreement.

Failure to notify the Community of availability for work, failure to return to work upon the expiration of a leave, failure to timely provide required medical certification or recertification for a leave extension or a continued absence from work because a leave extends beyond the maximum allowed will be considered a voluntary termination of employment.

Nothing contained in this Article or in any other provision of this Agreement shall be construed as authorizing or permitting sporadic absences for any reason.

Except for leave of absence because of an Employee's illness or injury or other circumstances beyond the Employee's control, a leave of absence will not become effective earlier than the fourteenth (14th) calendar day following the Employee's submission of his/her written request for leave.

An Employee shall not be entitled to return from a leave of absence unless the Employee has given the Community at least ten (10) calendar days' advance written notice of returning to work. However, the Employer may waive this provision at its discretion.

Falsification of the reason for a request for a leave of absence or obtaining gainful employment during a leave of absence shall be cause for discharge.

19.3 Military Leave

Notwithstanding any other provision of this Agreement, any Employee with seniority rights who leaves the employment of the Community 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.

19.4 Union Business Leave

A leave of absence for a period not to exceed two (2) years 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, provided such leaves will not interfere with the operation of the Community.

19.5 Family and Medical Leave Act

The Community shall comply with the provisions of the Family and Medical Leave Act.

ARTICLE 20: PAID LEAVES

20.1 Funeral Leave

- a) In the event of the death of an Employee's parent, stepparent, spouse, domestic partner, child, stepchild, brother, sister, legal guardian, grandparent or grandchild, any Employee who has completed his/her probationary period will be allowed up to three (3) regular scheduled days off with pay at his/her regular straight-time rate between the date of death and the day after the funeral. In the event of the death of an Employee's parent-in-law, brother-in-law or sister-in-law an Employee who has completed his/her probationary period will be allowed one (1) day off with pay at his/her regular straight-time rate between the date of death and the day after the funeral. Employees who seek to receive this benefit for domestic partners must sign a Domestic Partner Declaration.
- b) If an employee is required to travel one hundred (100) miles or more to attend the funeral, the employee may take off an additional three (3) days without pay with the permission of his/her supervisor, which shall not be unreasonably withheld.
- c) There shall be no duplication of payment that the Employee may otherwise receive under this Agreement. Proof of death and verification of relationship may be required.

20.2 Jury Duty Pay

The Community shall grant to all Employees, after completion of their probationary period, who are required to serve on jury service, the difference between the Employee's regular straight time weekly earnings, not to exceed forty (40) times the Employee's straight time hourly rate of pay, and any jury fee paid to the Employee. The Employee shall supply the Community upon receipt with a copy of the jury service notice and a copy of the check representing payment from the court for jury service as soon as practical. When an Employee is released for a day during any period of jury service, he/she shall report to the facility for work, if it is a scheduled work day.

20.3 Short-Term Disability

The Employer shall make available the same short-term disability coverage to full-time bargaining unit Employees and regular part-time Employees who are scheduled to work 20 or more hours per week, according to the same terms and conditions, including payment of applicable premiums, as is provided to non-bargaining unit employees of the Community, as such may change from time to time.

ARTICLE 21: HEALTH INSURANCE

21.1 Eligibility for Benefits

All regular full-time Employees (those scheduled for 30 hours or more per week) who have completed the probationary period will be eligible to enroll in the Community's health insurance plans, which shall be the same health insurance plans offered to non-bargaining unit employees of the Community. Coverage for Employees shall begin on the first day of the month following completion of the applicable waiting period as provided in the plans.

21.2 Employee Contributions. Eligible Employees who elect coverage under the plans will be required to make the following contributions, which will be deducted from the Employee's paycheck on a bi-weekly basis.

- a) Individual coverage – Employee (base plan option) The Community will subsidize Employee elected health insurance provided by the Community in an amount equivalent to the cost of individual coverage under the base plan option, less the following amounts to be borne by the Employee:
 - i. Employees eligible for Watermark Medical/Dental Benefits as of November 16, 2016; \$50 per month for associate-only coverage. Effective January 1, 2020, the amount will increase to \$55 per month. Effective January 1, 2021, the amount will increase to \$60 per month. Effective January 1, 2022, the amount will increase to \$65 per month.
 - ii. Employees hired after November 16, 2016 and employees ineligible for Watermark Medical/Dental Benefits as of November 16, 2016, but who become eligible after that date, \$85 per month for associate-only coverage. Effective January 1, 2020, the amount will increase to \$87.50 per month. Effective January 1, 2021, the amount will increase to \$90 per month. Effective January 1, 2022, the amount will increase to \$92.50 per month.
- b) Individual coverage – high option (s) (Employee pays difference between cost of individual coverage under base plan and individual coverage under high option plan(s).
- c) Additional coverage (spouse, child, or family) – the total difference between the monthly premium for individual coverage and the monthly premium for the additional coverage selected.

21.3 With regard to medical insurance, the parties agree that during the term of this Agreement, the Community may change carriers, eligibility, enrollment, coverage, contributions to premiums for coverage levels other than for single coverage under the base plan option, and co-pays for services, so long as the Community meets with the Union to discuss the changes at least 30-days in advance of the effective date. The Union is, however, not waiving its right to bargain collectively concerning these matters upon expiration of the current Collective Bargaining Agreement. In exchange the Community agrees that bargaining unit Employees shall receive single coverage under the base plan with premium share as provided in Section 2(a).

21.4 Carrier permitting, the Community will allow eligible full time Employees to opt out of health insurance provided that the Employee furnishes proof acceptable to the Community, including recertification, on a form to be provided by the Community stating that he or she has health insurance through another source. Employees who choose to opt out of health benefits shall be permitted to enroll in the Community's plans upon the happening of a qualifying event, as provided by applicable law. They may also enroll back into the Community's health insurance during the annual open enrollment period. The opt-out shall be paid over the calendar year in equal installments per pay period. Any payment for an opt-out shall cease immediately should

the Employee once again become covered by the Community's plans. The opt-out amount shall be at the gross rate of \$1,200 per year, and shall be subject to applicable taxes.

- 21.5 Should any legislation be enacted or modified by the federal, state or other governmental body to levy a tax or exaction upon the Employer pursuant to or in furtherance of a government administered program of health insurance, and if and while the health insurance provided by the Community is not accepted by the applicable governmental entity as fully satisfying the Community's obligations under such law, the parties shall agree that the Community may reopen the Agreement to negotiate such modifications to the Agreement to avoid or offset such tax or exaction. Such negotiations shall last no more than 30 days.
- 21.6 Union Associates who are not otherwise eligible for health insurance benefits pursuant to this Article but who become eligible for health insurance under the Affordable Care Act shall be offered coverage as dictated by and as per the legal qualification/eligibility periods utilized by the Community.

ARTICLE 22: LIFE INSURANCE

- 22.1 All active full-time Employees who have completed the probationary period shall receive fifteen thousand dollars (\$15,000.00) of life insurance. Bargaining Unit Members shall be given the opportunity to purchase supplemental life insurance on the same terms and conditions as it is available to Non-Bargaining Unit Employees. If Non-Bargaining Unit Employees are provided additional life insurance at no cost, it will also be provided to Bargaining Unit Employees.

ARTICLE 23: SICK LEAVE

- 23.1 Sick leave is defined as an absence of an Employee from work by reason of an Employee's own medical issue or a non-work connected accident that is not compensable under the Worker's Compensation laws of the Commonwealth of Pennsylvania.
- 23.2 a) Grandfathered Employees. Sick leave shall be earned by regular full time Employees at the rate of one (1) day per month of employment after the Employee has completed his/her probationary period to a maximum of twelve (12) days per anniversary year. On his/her anniversary date, an Employee shall be advanced two (2) sick days. If the Employee leaves the Community, the Community shall have the right to deduct from his/her final pay all sick days utilized but not yet earned. Sick leave shall be cumulative to forty (40) days.
- b) New Hires. Full time employees who are hired or transferred into a regular full time unit position after November 16, 2016 or who have completed their probationary period after November 16, 2016 shall accrue sick leave at the rate of .667 days per month of employment up to a maximum of eight (8) days of sick leave per anniversary year. Sick leave shall not begin to accrue until after the Employee completes his/her probationary period. The Community will advance one (1) day on his or her anniversary date. If the Employee leaves the Community, the Community shall have the right to deduct from his/her final pay all sick days utilized but not yet earned. Sick leave shall be cumulative to sixteen (16) days.
- 23.3 To be eligible for benefits under this Article, Employees who are absent must notify their supervisor two (2) hours prior to the start of their regularly scheduled shift. The Community may

require written clarification of a physician or other proof of illness or injury hereunder for those Employees absent more than one consecutive day, or where the Community has a good faith belief that the benefit has been abused. Falsification of any certification documents or abuse of leave will result in termination of employment. Employees who have been on sick leave also may be required to be examined by the Community's doctor or his/her designee before being permitted to return to duty.

- 23.4 Employees will not be disciplined by the Community for appropriate use of paid sick days, as provided in Sections 2 and 3 of this Article. The parties agree, however, that the Community may discipline or discharge employees for pattern absences, even if such absences include paid sick days under this Agreement. By way of example, pattern absences may include taking one day of sick leave per month, sick absences before or after paid days off, holidays or other paid days off, repeated weekend call-outs, etc.
- 23.5 The Community shall have the right to terminate, modify, amend or adopt a new attendance policy provided that any such policy is not in conflict with this Article. Should the Company adopt a new policy, it will provide thirty (30) days advance notice to the Union.
- 23.6 Should an applicable federal, state or local law or ordinance require that the Community provide paid sick leave to Employees not entitled to sick leave under this Agreement, or mandate that the Employer provide sick leave in excess of amounts provided for or for reasons not permitted herein (and such law does not exempt employees covered by a current labor agreement), the parties agree to waive the coverage of such law. Should this not be possible, during the Agreement and at the request of the Community, the parties will immediately meet to negotiate modifications to this Agreement in an effort to limit the financial and operational impact of the law on the Community. Such negotiations shall last no more than 30 days. Should the parties fail to reach an agreement on such modifications, the parties shall submit their final offers to binding arbitration (and shall select an arbitrator as per the Arbitration provisions of this Agreement). The parties shall at all times remain bound to and abide by the provisions of Article 5.
- 23.7 An Employee may use up to three (3) earned or accrued sick days each calendar year to cover a full day only of scheduled work time for the Employee's personal medical appointments provided the use of the sick day is requested and approved more than two weeks in advance of the day on which the Employee requests to use the sick day and the Employee provides a doctor's note. The Executive Director shall not unreasonably deny an Employee's request.

ARTICLE 24: VACATIONS

24.1 Grandfathered Employees

Full-time employees who are hired into a bargaining unit position or progress from a non-unit to a bargaining unit position before November 16, 2016, and who have completed their probationary period prior to November 16, 2016 shall accumulate vacation at the rate of (1) day per each month of employment after completion of his/her probationary period. After the Employee reaches his/her first anniversary date, he/she shall receive one (1) additional day of vacation. Commencing with the second year, the Employee shall be entitled to twelve (12) days of vacation per anniversary year. Commencing with the sixth year, the Employee shall be

entitled to fifteen (15) days of vacation. For ten (10) years and above, the Employee shall be entitled to twenty (20) days of vacation.

24.2 New Hires

Full-time Employees who are hired into a unit position or progress from a non-unit to a unit position on or after November 16, 2016 and/or who have completed their probationary period on or after November 16, 2016 shall accrue up to ten (10) days of vacation per anniversary year. Such accrual shall not begin until after the Employee completes his/her probationary period. Commencing with the sixth year following hire or transfer to a unit position, the Employee shall be entitled to accumulate up to twelve (12) days of vacation. For ten (10) years and above, the Employee shall be entitled to accumulate up to fifteen (15) days of vacation.

- 24.3 The right to schedule an Employee's vacation is reserved by the Community in order to ensure proper and adequate care for the residents. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Community. While the Employer will not unreasonably deny vacation requests, it has the absolute discretion to limit the number of employees who can be out at any time considering the number of employees anticipated to be absent on a schedule sick leave, personal day or leaves of absence on a given day. An Employee shall not be required to make up a weekend for which he/she is scheduled to work to the extent he/she uses approved vacation days that weekend, which were scheduled and approved in accordance with Section 4 of this Article.
- 24.4 Vacations shall be granted on a job classification per department basis and all vacation requests must be in by March 15th. Vacation selected after March 15th shall be on a first come first served basis provided that at least three (3) weeks' advance written notice of a desired vacation time is submitted for approval.
- 24.5 No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each anniversary year and may not be accrued from year to year, and Employees will not be compensated for vacation time not taken.
- 24.6 Vacation pay shall be based upon the Employee's regular rate of pay in effect on the first day of his/her scheduled vacation.
- 24.7 An Employee shall be paid his/her vacation pay before starting his/her vacation provided three (3) weeks' written notification has been given.
- 24.8 Vacation pay shall be pro-rated for regular part-time Employees based on the average number of hours worked per week in the prior anniversary year.
- 24.9 If a holiday as set forth in Article 25 occurs during an Employee's vacation period, he/she may have his/her vacation period extended an additional day, or he/she may have an additional day scheduled off at the convenience of the Community and the Employee.

ARTICLE 25: HOLIDAYS

- 25.1 Eligible Employees shall be entitled to the following paid holidays during each calendar year. New Year's Day, Martin Luther King's Birthday, (the third Monday in January) Memorial Day, Independence Day, Labor Day, Norman Rayford Day (August 28th), Thanksgiving Day, Christmas Day. Eligible Employees working in a bargaining unit position prior to November 16, 2016 shall be entitled to three (3) personal days per year. Full-time and regular part-time employees who are hired into or progress from a non-unit to a bargaining unit position on or after November 16, 2016 shall be entitled to two (2) personal days per year.
- 25.2 Employees must advise the Community at least ten (10) working days in advance of the date they wish to take as a personal holiday. Once scheduled, a personal holiday shall not be canceled except in an emergency. Employees may use one of their personal days in the event of an emergency with the approval of the Community which approval will not be unreasonably denied. The Employee shall give as much advance notice as possible.
- 25.3 Regular part-time Employees shall receive holiday pay at the rate of five (5) hours per holiday. Full-time Employees shall receive holiday pay equivalent to their normal hours worked.
- 25.4 An Employee required to work on any paid holiday other than a personal holiday shall receive one and one-half (1-1/2) times his/her regular pay for hours worked on the holiday and an additional day's regular pay or another day off, at the Employee's preference.
- 25.5 If the holiday falls on an Employee's day off, the Employee will receive the holiday pay.
- 25.6 To be eligible for holiday pay, an Employee must work his/her scheduled shift before and after the holiday. An Employee who leaves work early on his/her scheduled shift before or after the holiday will not be paid holiday pay notwithstanding the following sentence. An Employee who is scheduled to work on the holiday and fails to work the full scheduled shift on the holiday for any reason (unless absolved by the Executive Director) shall be paid holiday pay only for the number of hours the Employee worked on the holiday.
- An Employee on a scheduled vacation shall be entitled to holiday pay. Any Employee on unpaid leave of absence or any paid leave besides vacation shall not be entitled to any holiday pay falling within the unpaid leave of absence.
- 25.7 Recognizing that the Community operates every day of the year and that it is not possible for all Employees to be off on the same day, the Community shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis. Personal days shall be scheduled in the same manner as vacations pursuant to Article 24, Section 3.
- 25.8 A "floating holiday" is one of the eight named holidays in Section 1 which an employee, with advanced permission of the Community, elects to not receive holiday pay on the day on which the holiday is celebrated but rather on the floating holiday, another date agreed to by the employee and the Community in accordance with this Section 8. To request that a holiday be converted to a floating holiday, the employee must complete a form prepared by the Community identifying the holiday to be converted and the date on which the floating holiday will be used.

The employee must use a floating holiday within 60 calendar days of its conversion or else it is lost.

ARTICLE 26: WAGES

26.1 All Employees shall receive the wages outlined in Exhibit "A".

- a) The rates for those Associates who are hired into or who progress into a bargaining unit position on or after November 16, 2016 ("New Hires") shall be as in Exhibit A and will remain in effect, and shall not increase for any new hire or associate who progresses into a bargaining unit position for the duration of the new agreement.
- b) The post-probationary rate included in the attached Exhibit A will go into effect on the first full payroll period following the Associate's completion of the probationary period. Thereafter, Associates within this category will be eligible for the next scheduled percentage general wage increase as per Paragraph (c) of this Section on the first full payroll period following November 16, 2020 and/or November 16, 2021, if eligible, provided that such increase is scheduled to occur no earlier than nine (9) months after receiving the post-probationary increase (should the next scheduled annual increase occur within nine (9) months, the Associate will be ineligible for such increase, but eligible for subsequent annual increases, if any.).
- c) The Community will increase the hourly rate of all eligible bargaining unit employees as of November 16, 2019, by 2.5% on the first full payroll period effective November 16, 2019, 2.5% effective November 16, 2020, and 2.5% effective November 16, 2021. Applicable rates and increases for eligible employees in bargaining unit positions as of November 16, 2019 are set forth in Exhibit B.
- d) There will be no increases during the term of this Agreement except to hourly rates adjusted as provided above, and there will be no contractual increases beyond November 16, 2021, unless specifically negotiated, agreed and reduced to writing, by the Union and the Community.
- e) Effect of Minimum Wage Increases: In the event that the Employer shall be required to grant increases in any wage scale herein contained because of any applicable federal, state or local legislative mandate pertaining to minimum wages, then future wage increases set forth herein shall not apply to those affected employees until full credit for increases given as a result of any such legislative mandate as to such affected employees.

26.2 In cases where an Employee is hired at a rate above the job rates, the Union will be notified in advance.

26.3 The Lead CNA shall receive One Dollar and Twenty Cents (\$1.20) per hour above the applicable CNA rate for her level of experience.

26.4 Medication Technician Differential

An Employee who is assigned medication technician duties for a portion of his or her time must be qualified under state law to pass out medication to the residents. Employees assigned these duties shall receive eighty-five (85¢) cents per hour above their regular CNA rate for all hours or parts of an hour spent passing out medication. When not assigned medication technician duties,

they shall perform the duties of the regular CNA position and shall receive the applicable CNA hourly rate of pay. If any medication technician is currently receiving a higher rate, he/she shall maintain the higher rate.

Medication Technician Rate

Employees who are currently working exclusively as medication technicians and receiving medication technician rates for all hours worked will become classified as Medication Technicians. Such employees will receive \$.85 built into their applicable wage rate. Management would continue to decide how many Medication Technicians the community needs. CNA's who perform Medication Technician duties would be eligible for a Medication Technician differential as per current contract language except those filling in for classified Medication Technicians would receive a \$.85 differential for all hours worked when they cover for an absent classified Medication Technician.

- 26.5 The Employer agrees not to hire any bargaining-unit Employee at a rate below Ten Dollars (\$10.00) per hour.
- 26.6 The Community agrees to pay regular full and part-time employees who work on weekend shifts, as defined herein, a differential of \$.50 per hour over their applicable rate of pay.

The differential will apply only to hours worked between 7:00 a.m. on Saturday and 7:00 a.m. on Monday morning. Because this provision is intended to curb absenteeism on weekends, employees shall be eligible for the differential only if they work the last scheduled workday prior to the weekend and if they work the first scheduled workday after the weekend. Employees shall not receive any differential for hours worked on the weekend if they miss a full shift for any reason. Further, employees who miss more than two hours of any scheduled shift occurring between 7:00 a.m. on Saturday and 7:00 a.m. on Monday shall be ineligible for any weekend differential, provided that, in the event of a bona fide emergency, as acceptable to the Community (which acceptance shall not be unreasonably denied) an employee may be eligible for the differential for only those hours worked, unless he or she is otherwise ineligible for any differential as provided above. Nothing in this provision shall prevent the Community from also disciplining employees for absenteeism and tardiness during weekend hours.

- 26.7 The hourly wage rate of a certified nursing assistant (CNA) shall be increased to the two years' experience rate and then to the five or more years' experience rate beginning with the first full pay period after the second and fifth year anniversary, respectively, of the CNA's certification as a CNA.

ARTICLE 27: PENSION FUND AND DISTRICT 1199C LEGAL SERVICES PLAN

- 27.1 Effective November 16, 2011, the Community agrees to contribute a sum equal to four percent (4%) of the previous month's gross payroll for non-probationary bargaining unit Employees to the Pension Plan for Nursing Home and Health Care Employees - Philadelphia and Vicinity ("Pension Plan") each month during the term of this Agreement. The Community's total cost for the Pension Plan is limited to the amount set forth above, and the Pension Plan Trustees shall not have the right to increase the Community's cost during the term of this Agreement.
- 27.2 The Community shall participate in the District 1199C legal services plan. The parties agree that the Community will contribute \$.10 per hour for hours worked by full-time and regular part-time employees.

ARTICLE 28: SAFETY

- 28.1 The Community will make all reasonable provisions for the safety and health of its Employees in accordance with applicable laws. The Union agrees to cooperate with the Community in assuring conformance to all established safety regulations.

ARTICLE 29: NON-DISCRIMINATION

- 29.1 The parties agree not to discriminate against or in favor of any Employee on account of race, color, creed, national origin, political or religious belief, sex, sexual preference, age, or veteran status. Neither the Union nor the Community shall discriminate against any disabled Employee, provided such disability does not interfere with the performance of work responsibilities or duties.

ARTICLE 30: SEPARABILITY

- 30.1 If any provision in this Agreement, or the application of any provision to any person or circumstances, shall be held invalid or is in conflict with any present or future federal, state or local law, the remainder of the Agreement or application of such provision to persons or circumstances other than those as to which it is invalid shall not be affected thereby.

ARTICLE 31: LABOR MANAGEMENT MEETINGS

- 31.1 The Community and Union agree that establishing an ongoing dialogue between labor and management will enhance and foster positive labor relations throughout the life of the collective bargaining agreement. Members of the Community and the Union shall meet quarterly for the purpose of discussing issues relating to:
1. Health and safety;
 2. Improving processes and efficiency;
 3. Operational issues;
 4. Ways to enhance the quality of life and care for residents and families;
 5. Standards of customer service.

Such meetings are not intended to, nor shall they be conducted in such a manner as to take the place of the grievance procedure.

ARTICLE 32: SUCCESSIONSHIP

- 32.1 Before the Community sells, leases, transfers, or assigns the business covered hereby or any part, portion, of classification thereof to any purchaser, transfer, assignee or successor, the Community agrees that such a purchaser, transfer, assignee or successor shall be advised in writing of the existence of this collective bargaining Agreement. The Community further agrees that a copy of said notice shall be sent to all parties to this Agreement.

ARTICLE 33: ENTIRE AGREEMENT


- 33.1 This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein.

ARTICLE 34: DURATION

- 34.1 This Agreement shall be in full force and effect for the period commencing November 16, 2019, and ending at midnight, November 15, 2022. The Community 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.

IN WITNESS WHEREOF, the parties have hereto have set their hands and seal this ____ day of December 2019.

NATIONAL UNION OF HOSPITAL
CARE EMPLOYEES, DIVISION OF
AFSCME, AFL – CIO and ITS
AFFILIATE, DISTRICT 1199C

 3/9/2020

WATERMARK SERVICES IV, LLC,
D/B/A THE WATERMARK AT LOGAN
SQUARE

DocuSigned by:



B48E2C364AB9414...

Authorized Signatory

3/23/2020

EXHIBIT A: WAGES – ON OR AFTER NOVEMBER 16, 2016

EMPLOYEES HIRED OR WHO BECOME UNIT EMPLOYEES ON OR AFTER NOVEMBER 16, 2016		
Position	Rate	Post Probationary Rate \$0.35
MAINTENANCE		
Bus Driver	\$ 16.00	\$ 16.35
Lead Bus Driver	\$ 18.00	\$ 18.35
Maintenance Helper	\$ 18.00	\$ 18.35
Maintenance Mechanic	\$ 20.50	\$ 20.85
Licensed mechanic	\$ 23.00	\$ 23.35
HVAC Mechanic/Senior Engineer	\$ 24.00	\$ 24.35
Painter	\$ 18.00	\$ 18.35
HOUSEKEEPING		
Light Housekeeper/Residential Care Center	\$ 11.00	\$ 11.35
Heavy Housekeeper/Residential Care Center	\$ 11.25	\$ 11.60
Laundry Worker	\$ 11.00	\$ 11.35
Night Cleaner	\$ 11.00	\$ 11.35
DINING		
Diet Aide	\$ 11.35	\$ 11.70
Cook	\$ 16.06	\$ 16.41
Cook Helper	\$ 13.00	\$ 13.35
Steward	\$ 12.77	\$ 13.12
Utility	\$ 11.11	\$ 11.46
Waiter/Waitress	\$ 11.11	\$ 11.46
Lead Waitstaff	\$ 15.40	\$ 15.75
NURSING		
Unit Clerk	\$ 12.76	\$ 13.11
Activity Aide	\$ 12.08	\$ 12.43
Nursing Assistant	\$ 12.08	\$ 12.43
Certified Nursing Assistant - less than 2 years	\$ 12.81	\$ 13.16
Certified Nursing Assistant - more than 2 years' experience, less than 5	\$ 13.49	\$ 13.84
Certified Nursing Assistant - more than 5 years' experience	\$ 14.16	\$ 14.51
Med Tech/C.N.A.	\$ 0.85	
C.N.A. Specialist	\$ 1.40	
AL Nursing Assistant	\$ 12.08	\$ 12.43
AL-Companion	\$ 12.08	\$ 12.43
Restorative Aide	\$ 14.00	\$ 14.35
Inventory Clerk	\$ 12.65	\$ 13.00

**EXHIBIT B: WAGES – EMPLOYEES ELIGIBLE BARGAINING UNIT EMPLOYEES
BEFORE NOVEMBER 16, 2016**

EMPLOYEES WHO WERE ELIGIBLE BARGAINING UNIT EMPLOYEES BEFORE NOVEMBER 16, 2016			
	11/16/2019	11/16/2020	11/16/2021
	2.50%	2.50%	2.50%
MAINTENANCE			
Bus Driver	\$20.74	\$21.26	\$21.79
Lead Bus Driver	\$24.35	\$24.96	\$25.58
Maintenance Helper	\$22.02	\$22.57	\$23.13
Maintenance Mechanic	\$25.03	\$25.66	\$26.30
Licensed Mechanic	\$28.05	\$28.75	\$29.47
HVAC Mechanic/Senior Engineer	\$29.37	\$30.10	\$30.85
Painter	\$25.03	\$25.66	\$26.30
HOUSEKEEPING			
Light Housekeeper Residential/Care Center	\$15.54	\$15.93	\$16.33
Heavy Housekeeper Residential/ Care Center	\$16.55	\$16.96	\$17.38
Laundry Worker	\$15.54	\$15.93	\$16.33
Night Cleaner	\$17.08	\$17.51	\$17.95
DINING			
Diet Aide	\$15.88	\$16.28	\$16.69
Cook	\$22.46	\$23.02	\$23.60
Cook Helper	\$17.86	\$18.31	\$18.77
Steward	\$17.86	\$18.31	\$18.77
Utility	\$15.54	\$15.93	\$16.33
Waiter/Waitress	\$15.54	\$15.93	\$16.33
Lead Waitstaff	\$20.74	\$21.26	\$21.79
NURSING			
Unit Clerk	\$16.33	\$16.74	\$17.16
Activity Aide	\$16.05	\$16.45	\$16.86
Nursing Asst.	\$16.05	\$16.45	\$16.86
CERTIFIED NURSING ASSISTANT			
Start, No experience	\$16.39	\$16.80	\$17.22
2 or more years	\$17.26	\$17.89	\$18.34
5 or more years	\$18.11	\$18.56	\$19.02
AIL Nursing Assistant	\$16.05	\$16.45	\$16.86
AIL Companion	\$16.05	\$16.45	\$16.86
Restorative Aide	\$18.97	\$19.44	\$19.93
Inventory Clerk	\$16.91	\$17.33	\$17.76

EXHIBIT C: DUES CHECK-OFF

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 Center)

You are directed to deduct from my 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 CENTER 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 CENTER 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 CENTER and the UNION, which shall be shorter, unless written notice is given by me to the CENTER 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 CENTER and the UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law including section 3020 of the Labor Management Relations Act of 1947.

Print Name _____ Soc. Sec. No. _____

EXHIBIT D: CONSCIENTIOUS OBJECTOR CHECK-OFF AUTHORIZATION

DATE: _____

TO: _____

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

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

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

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

Social Security Number _____

Clock Number _____

Department _____

Signature _____

Address _____

EXHIBIT E: POLITICAL ACTION CHECK-OFF**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 yr. Social Security No. _____

Signature _____ Date _____

*Register and Vote!***District 1199C Political Action Fund
Check-Off Authorization**

Date _____

To: _____
(Name of Center)

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 Center. 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 _____