

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

July 1, 2019 — June 30, 2022

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AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of this 1st day of July 2019, by and between Laurel Square Healthcare and Rehabilitation Center LLC, which is located at 1020 Oak Lane Avenue, Philadelphia, PA 19126 (hereinafter called "Facility" or "Employer") and the **NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO** and its affiliate **DISTRICT 1199C** (hereinafter referred to as the "Union"), acting herein on behalf of the Employees (as defined below) of the Employer.

WITNESSETH

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

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promotes and improves the mutual interests of the residents of the Employer as well as of its Employees. It is further the intent of the parties 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 I- RECOGNITION

Section 1.01

The Facility recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all employees hired to work a regular schedule of hours on a full-time (those regularly scheduled for and working 37.5 hours per week) and part-time (those regularly scheduled for and working at least 15 and fewer than 37.5 hours per week) Employees in the following job categories: CNAs, ACTIVITY AIDES, RESTORATIVE AIDES, DIETARY Employees, HOUSEKEEPING Employees, MEDICAL-RECORDS CLERK, and RECEPTIONISTS employed by the Employer at its 1020 Oak Lane, Philadelphia, Pennsylvania facilities. All other employees, including RNs, LPNs, Managers, Guards, Supervisors, and those hired to work per diem hours, are excluded from the unit. Part-time and Full-time employees covered by this Agreement are referred to herein as the "Employees."

Section 1.02

A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months or for the length of parental leave of the Employee being replaced, with the consent of the Union, which will not be unreasonably withheld; however, such Employee will become a member of the Union after the expiration of the initial three (3) month period.

Section 1.03

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

ARTICLE II- MANAGEMENT RIGHTS

Section 2.01

The management of the Facility and the direction of the work force is vested exclusively with the Facility. Except where expressly abridged by a specific provision of this Agreement, the Facility retains the sole right to hire, discipline, or discharge for just cause, layoff, promote, transfer, and assign its Employees; to determine or change the starting and quitting time and number of hours worked; to promulgate working rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge, or reduce a department function or division; to assign or transfer Employees to other departments and shifts as operations may require; to hire temporary or part-time Employees; to introduce new or improved methods of operation or facilities; to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Facility prior to the execution of this Agreement.

Section 2.02

The Facility may introduce a change in the method or methods of operation which will produce a change in job duties and reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program and of work force reductions on any program to be hereafter undertaken by the Facility.

Section 2.03

Except where expressly abridged by a specific provision of this Agreement, the Employee handbook presently in effect, as may be amended by the Employer from time to time, shall continue in full force and effect. Employer shall provide the Union with notice upon amending the handbook.

Section 2.04

In case of economic hardship or other good cause shown, the Facility may subcontract bargaining unit work, provided that such contracting out may not be for the sole purpose of eroding the bargaining unit.

Section 2.05

The Union, on behalf of the Employees, agrees to cooperate with the Facility to attain and maintain resident care and full efficiency.

Section 2.06

There shall be no individual agreements between Employees and the Facility.

Section 2.07

Nothing herein contained is to be construed to mean that a worker or groups have inherent rights to a particular job.

ARTICLE III- UNION SECURITY

Section 3.01

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.

Section 3.02

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 upon completion of their probationary period. Such Employees shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3.03

All Employees hired after the effective date of this Agreement shall become members of the Union upon completion of their probationary period and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3.04

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.

Section 3.05

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

Section 3.06

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

ARTICLE IV- CHECK OFF

Section 4.01

Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "B", Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the probationary period as provided in the Union Security provision in Article III and remit to the Union regular monthly dues and initiation fees 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, Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days' written notice from the Union.

Section 4.02

Upon thirty (30) days' written notice from the Union, Employer agrees to remit said dues and initiation fees to the Philadelphia office of the Union, as designated in said notice.

Section 4.03

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

Section 4.04

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

Section 4.05

Such Employees shall be required, as a condition of continued employment, to remit to either the Lupus Foundation, the Sickle Cell Anemia Foundation, or the American Cancer Society, and similar organizations recognized as valid charities 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 shall be checked-off by Employer from the Employee's pay the same time and in the same amount as initiation fees and dues are and remitted by Employer to the charity designated by the Employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "C".

Section 4.06

Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment or (b) transfer to a job other than One covered by this Agreement or (c) layoff from work or (d) agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Sections 4.1, 4.4 and 4.5 hereof. These provisions, however, shall 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 Section 4.5 and 4.6.

Section 4.07

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

Section 4.08

Each month, Employer shall remit to the Union all deduction for dues and initiation fees, 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 have been deducted and their social security numbers.

Section 4.09

Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, classifications of work, dates of hire and names of terminated Employees, together with the dates of termination, and names of Employees on leave of absence.

Section 4.10

Employer agrees to make properly authorized payroll deductions each month from an Employee's pay for the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "D". This deduction shall be made each month for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all deductions to District 1199C by separate check. See Exhibit "D" (to be provided by District 1199C).

Section 4.11

The Union shall indemnify, hold, and save Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by Employer for purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of Union members or by reason of Employer's reliance upon any list, notice, request

or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.

ARTICLE V- NO STRIKE OR LOCK-OUTS, AND WORK STOPPAGES

Section 5.01

No Strikes, Work Stoppages, Etc. Employees shall not engage in any strike, sympathy strike, slowdown, sit-down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the cause therefore. Neither the Employees, the Union, nor any officers, agents or other representative of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate in any strike, sympathy strike, slowdown, sit-down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement.

Section 5.02

Additional Procedure. In the event of a violation of this Article V, and in addition to any other remedy, the Facility may file a grievance regarding such violation by notice thereof to the Union and to the American Arbitration Association, which shall within four (4) hours upon receipt of the grievance appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twelve (12) hours of his/her appointment upon facsimile or emailed notice to the Facility and the Union, and shall have jurisdiction to issue a cease and desist order with respect to such violation and such relief as he/she may deem appropriate to terminate such violation, of Article 5.1 No Strikes, Work Stoppages etc. No opinion shall be required, but only a written award and order by the arbitrator. It is agreed that such award and order may be immediately confirmed without notice to any other interested party by any court of competent jurisdiction upon the motion, application or petition of the Facility. The same procedure shall be applicable in the event of a violation of Article 5.4 No Lockouts by the Facility.

Section 5.03

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer 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 on Union Bulletin Boards advising that it disapproves such action and instructing Employees to return to work immediately.

Section 5.04

No Lockouts. The Facility agrees not to engage in any lockout during the Term of this Agreement (as defined below). Complete or partial reduction of operations for economic reasons shall not be considered a lockout.

Section 5.05

Employees participating in any strike, slowdown, or concerted work stoppage shall be subject to discharge during the life of this Agreement or any agreed extension thereof.

ARTICLE VI- WAGES

Section 6.01

(a) Except as otherwise noted herein, all Employees shall receive an across the board increase effective as of the first full pay period that occurs after July 1 of each year of the Term of this Agreement, except that the first increase shall be effective upon ratification and retroactive to the first full pay period after July 1, 2019:

Effective:	07/01/2019	2 percent
	07/01/2020	2 percent
	07/01/2021	2 percent

(b) See Wage Chart attached as Exhibit A regarding starting wage rates.

ARTICLE VII- HOURS OF WORK

Section 7.01

Seven and one-half (7^{1/2}) hours exclusive of a one-half (1/2) hour unpaid lunch period for a total of eight (8) hours on Facility premises shall constitute a regular day's work, and seventy-five (75) hours shall constitute a regular pay period of work in any two week pay period. Except as provided in Section 7.08 below, all regular full time Employees shall work every other weekend.

Section 7.02

Nothing in this Agreement shall be construed as a guaranteed workday or work week.

Section 7.03

There shall be two (2) fifteen (15) minute scheduled paid break periods for Employees per eight (8) hour shift. Scheduling of breaks shall be at the Facility's discretion. Employees who work more than four (4) hours, but less than seven and one-half (7^{1/2}) hours shall receive one (1) fifteen (15) minute paid break.

Section 7.04

Changes in Starting Time. In the event that the Facility wishes to permanently change an Employee's starting time, the Employer shall notify the Employee of such change two (2) weeks in advance. The Facility may temporarily change an Employee's starting time due to some emergency or other condition beyond the Facility's control. This provision shall not apply to probationary Employees.

Section 7.05

Reporting Time. 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 their current hourly rate of pay or they may be assigned other work to do that they can perform at their applicable rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or other condition or causes beyond the control of the Facility.

Section 7.06

Call-Back. When an Employee is called in to perform work after the termination of his/her regular shift and after he/she has left the Facility's premises, he/she shall receive time and one-half for all hours actually worked during such call in. The provisions of this section shall not apply in the event of strikes, slowdowns, work stoppages, picketing, failure of utilities or any other interruption of operations beyond the Facility's control.

Section 7.07

Weekend Make-up. Employees who are unable to work on a weekend on which they would normally be required to work shall be required to make-up the unworked weekend, within sixty (60) days. The Facility's scheduler (or supervisor) and the Employee shall meet to discuss mutually agreeable dates.

Section 7.08

Lateness. Employees may be up to seven (7) minutes late without docking, however this does not necessarily excuse the lateness nor prohibit the Facility from disciplining such Employee.

Section 7.09

Weekend Work. Except as otherwise herein provided all Employees will be subject to a requirement to work every other weekend. This shall not include CNA's who have previously been exempt from every other weekend work. Such exempt Employees shall be red circled or grandfathered and are listed on Exhibit E.

ARTICLE VIII- OVERTIME

Section 8.01

Overtime shall be paid at one and one-half times the Employee's current rate of pay for all hours worked in excess of forty (40) hours in any week.

Section 8.02

There shall be no pyramiding of overtime.

ARTICLE IX- PROBATIONARY EMPLOYEES

Section 9.01

Newly hired Employees will be considered probationary for a period of ninety (90) days of work from the date of hire, excluding time lost for sickness and other leaves of absence. The probationary period may be extended, in the Employer's sole discretion, with notice to the Union, for a total of up to thirty (30) days. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge will not be subject to the grievance and arbitration provisions of this Agreement. The Employer will discuss the probationary Employee's performance with him/her prior to such discharge. If such discussion was not held, the Employer will consider extending the probationary period.

ARTICLE X- PART-TIME EMPLOYEES

Section 10.01

Regular part-time employees who are hired to work a regular schedule of hours of at least fifteen (15) hours per week shall be covered by the terms of this Agreement.

Section 10.02

Covered Part-time Employees shall accrue paid time off ("PTO") at a rate of 0.04326 hours per each hour worked, which may be taken as accrued by the Employee. Such PTO is in lieu of sick, vacation, and personal time. Covered Part-time Employees should request to use PTO consistent with Section 19.02 below.

Section 10.03

The maximum amount of PTO that may be accumulated by a Part-time Employee is the amount the Part-time Employee would be eligible to accrue in one year. Such accrued, unused PTO for Part-time Employees may be carried over consistent with Section 19.02 below.

ARTICLE XI- GRIEVANCE PROCEDURE

Section 11.01

Should any grievance arise as to the interpretation of or the alleged violation of this Agreement, the Employee or Employees affected, or the Union shall process the grievance in accordance with the following procedure:

Step One:

The Employee or Employees affected shall take the matter up with his immediate supervisor within five (5) days of its occurrence, either directly or through a representative or delegate of the Union in an attempt to affect a satisfactory settlement. The Supervisor shall have five (5) days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached, the grievant or Union, within five (5) days after the supervisor's answer, may appeal to the administrator or his/her designee.

Step Two:

In step two the grievance shall be reduced to writing and signed by the grievant and the Union representative or delegate and referred to the Administrator or his/her authorized representative. The Administrator or his/her authorized representative shall have five (5) days after receipt of the grievance to have the grievance answered. If no satisfactory settlement is reached, the grievance may be appealed to arbitration by the Union upon written notice to the Facility and the American Arbitration Association by registered mail within thirty (30) days. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

Section 11.02

A grievance which affects a substantial number, or a class of Employees and which the Employer's representative designated in Step One lacks the authority to settle, may initially be presented is Step Two by the Union Representative.

Section 11.03

Effect of Failure to Appeal. Any grievance shall be considered as settled on the basis of the last answer of the Facility if not appealed to the next step or to arbitration within the time limitations set forth herein unless extended in writing by the parties. Time is of the essence.

Section 11.04

Effect of Settlement. The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between the Facility and the Union shall be final and binding upon the Employee, Employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the

Employer and the Union shall be final and binding upon all Employees and upon any person affected thereby.

ARTICLE XII- ARBITRATION

Section 12.01

Authority of Arbitrators. The arbitrator will make his/her findings and render his/her decision to resolve the disagreement. The arbitrator shall not have the jurisdiction to add to, modify, vary, change or remove any terms of the Agreement or to determine that any provisions of this Agreement establishes an implied limitation upon the Facility which is not herein specifically set forth. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

Section 12.02

Effects of Decision. The decision of the arbitrator shall be final and binding upon the Facility, Union, and the Employees covered by this Agreement.

Section 12.03

Expenses. The expenses of the arbitration and the arbitrators' fee shall be borne equally by the parties.

Section 12.04

Time Units. All time limits specified in the grievance procedure and arbitration clause will be deemed to be exclusive of Saturdays, Sundays, and Holidays, unless extended in writing by the parties. Time is of the essence.

Section 12.05

Retroactivity. Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the Grievance Procedure except that, if the grievance concerns an error in the Employee's rate of pay, the proper rate shall be applied retroactively to the date the error occurred, but in no event prior to the term of the collective bargaining agreement then in force. All claims for back wages shall be limited to the amount agreed to by the Facility and the Union or ordered by the arbitrator as the case may be, less any unemployment compensation or other compensation that the aggrieved Employees may have received from any source during the period for which back pay is claimed. This shall not apply in the case where a grievant held a second job prior to the filing of the subject grievance.

ARTICLE XIII- SENIORITY

Section 13.01

Definition.

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

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

(c) Bargaining unit seniority and classification seniority shall accrue during (i) a continuous authorized leave of absence without pay for no more than ninety (90) days, provided that the Employee returns to work immediately following the expiration of such unpaid leave of absence, and (ii) during a period of continuous layoff, not to exceed twelve (12) months or the length of an Employees continuous employment at the time of layoff, whichever is less, if the Employee is recalled into employment. The Facility, in its sole discretion, may grant an extension of a leave of absence. Such discretion shall not be exercised in a manner so as to unreasonably deny such request for an extension.

Section 13.02

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 most recent hire.

(b) Bargaining unit seniority and classification seniority shall accrue during a continuous authorized leave of absence without pay for no more than twelve (12) months as provided in Article XXIII provided that the Employee returns to work immediately following the expiration of such unpaid leave of absence.

(c) A temporary Employee shall accrue no seniority during the time he/she occupies the status of temporary Employee.

Section 13.03

Loss of Seniority. Seniority shall be broken when an Employee:

(a) Quits, resigns, or takes a job elsewhere, when his/her regular work is available at the Facility.

(b) Is discharged for just cause.

(c) Is laid off for a period of twelve (12) consecutive months or a period exceeding the length of Employee's continuous service as of the time of the layoff, whichever is less.

(d) Fails to report for work following recall from/layoff or a decision of an arbitrator reinstating an Employee who was discharged, within two (2) days (excluding Sunday) of being notified by certified or overnight mail (signature required) at the last address in the Facility's records.

(e) Fails to return following the end of a leave-of-absence or other approved leave or PTO, unless the Employee presents a reasonable excuse acceptable to the Facility.

(f) Is employed by another employer during a leave of absence except for military duty: This shall not apply to an Employee who has held a second job while on the active payroll of the Facility, provided the number of hours worked while the Employee is on leave and working the second job does not exceed the number of hours worked previously by the Employee taking such leave and provided further that the Employee has notified the Facility of his/her second job before such Employee commences the leave of absence.

(g) Fails to return following a disciplinary suspension.

(h) Is absent for seventy-two (72) consecutive hours without notifying Facility, unless the Employee presents an excuse acceptable to the Facility.

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

ARTICLE XIV- PROMOTION OR TRANSFER

Section 14.01

When a promotional opening occurs, preference shall be given to the Employee with the greatest skill and present ability to perform the new job. Bargaining unit seniority shall govern where skill and present ability to perform the new job are considered to be equal.

Disputes under this provision will be subject to the grievance and arbitration procedure of the contract.

Section 14.02

The Facility has the right to determine the qualifications of Employees for promotional purposes. Upon the request of the Union, the Employer will explain its decision.

Section 14.03

If anytime within ninety (90) days after the promotion, the Facility determines that any transferred or promoted Employee is not qualified for the job or is not performing the work satisfactorily, he/she may be returned to his former position without loss of seniority. An Employee shall not exercise his/her promotional opportunity more than once in twelve (12) months.

Section 14.04

When an Employee is involuntary and temporarily (30 days or less) transferred, he/she shall be paid at the rate of the job to which he/she is transferred or his/her regular rate, whichever is higher.

Section 14.05

When an Employee is permanently transferred or promoted, such Employee shall be paid the rate of the job to which he/she has been transferred or promoted.

ARTICLE XV- LAYOFF

Section 15.01

If it becomes necessary to reduce the Facility's work force because of a lack of work or an emergency that curtails normal operation, the following shall apply:

- (a) Reduction in force shall be by job classification.
- (b) Temporary employees working in a bargaining unit classification not covered by the Agreement shall be first to be laid off.
- (c) Probationary Employees within the classification shall be laid off next after temporary employees in the classification.
- (d) After non-covered employees, temporary and probationary Employees classification seniority shall apply.
- (e) Union Delegates shall be eligible for super seniority the application of which shall be limited to layoffs and recalls.

Section 15.02

In the event an Employee is scheduled to be laid off in one department and there exists a vacant position or a position filled by a probationary Employee in another department which the regular Employee has the present skill and 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, he/she shall be paid the wage rate of said position.

Section 15.03

Employees may also bump into a job occupied by an Employee in another department with less bargaining unit seniority, if the bumping Employee has previously worked in the job for a period of three (3) months in a satisfactory manner or to a job of a similar type and the job requires similar skills, including dietary aides and housekeeping aides. When an Employee fills a vacant position or exercises his/her bumping rights, he/she shall be paid the wage rate of said position.

Section 15.04

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

ARTICLE XVI- RECALL

Section 16.01

Employees laid-off shall be recalled by job classification in inverse order of their layoff. If a vacancy occurs in a job classification where no laid-off Employee has recall rights in that classification, laid-off Employees, based upon their bargaining unit seniority, shall be given next consideration, provided that, in the opinion of the Facility, they have the skill and present ability to perform the work.

Section 16.02

It is agreed in principle that for the purpose of applying seniority to layoffs and recalls to vacant positions, Employees in job classifications of similar types and requiring similar skills shall be grouped together, the groups shall be:

Activities Aides
Dietary Employees
Housekeeping Employees

Section 16.03

Probationary Employees laid off have no recall privileges.

ARTICLE XVII- HEALTH AND WELFARE

Section 17.01

For the Term of this Agreement, the Facility agrees to continue to provide regular full-time Employees who work thirty-seven and one-half (37^{1/2}) or more hours per week in the prior quarter and who are covered by this Agreement with Health Insurance. Work shall include anytime Employee is in a compensable status. The Facility shall contribute only to the Employee-only insurance rate. All increased costs associated with other coverage (e.g., spouse or family coverage) shall be borne by the Employee.

Section 17.02

Bi-weekly contribution toward the Employee-only insurance premium shall be as follows:

Employees who smoke:

July 1, 2019 40%

July 1, 2020 40%

July 1, 2021 40%

Employees who do not smoke:

July 1, 2019 30%

July 1, 2020 30%

July 1, 2021 30%

Section 17.03

Employees covered by this Agreement who work less than thirty-seven and one-half (37^{1/2}) hours per week in the prior quarter may opt into the Facility's Health and Welfare plan at the Employee's expense. Compensated time shall count as time worked under this provision. Provided further, when and if required by the Affordable Care Act, Employees working at least 30 hours on average during the past twelve (12) months (or such other measuring period provided under the Facility's Health and Welfare Plan) may be eligible to opt into the Facility's Health and Welfare Plan.

Section 17.04

The parties agree that the Affordable Care Act, or other legislation, may impact Employer's provision of Health Care benefits provided to the Employees at some time in the future. In the event the Affordable Care Act affects the present and/or future health care benefits provided to the Employees, and/or may result in the potential for penalties to be assessed against the Employer, the Employer shall retain the right to take such action as it determines is advisable to make the health care benefits provided pursuant to this Agreement compliant with the Affordable Care Act or any other similar future legislation in order to avoid any potential penalties on the Employer or other adverse consequences.

Section 17.05

The Employer shall advise the Union within two (2) weeks from the date it receives notice from the insurance carrier of a planned premium increase or decrease and arrange for a mutually agreeable time thereafter to commence meeting in accordance with Section 17.04 above.

Section 17.06

If a Taft-Hartley Multi-Employer Health and Welfare Plan is created by the Union during the life of this Agreement, the parties agree to meet and discuss the Employer's participation in the Plan. Nothing herein requires the Employer to in fact participate and/or accept its terms.

ARTICLE XVIII- HOLIDAYS

Section 18.01

New Year's Day, Martin Luther King's Birthday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day and Norman Rayford Day (August 28) shall be recognized Employer holidays (the "Holidays"). Each Employee who works on a Holiday shall be paid the number of hours he/she works at an overtime (time and one-half) rate. Such Holiday pay shall be paid only if:

- (a) Such Employee has satisfactorily completed his/her probationary period prior to the Holiday; and
- (b) Such Employee works his/her entire scheduled workday immediately preceding and his/her entire scheduled workday immediately following the Holiday.

Section 18.02

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 Facility shall have the right at its sole discretion to require any Employee to work on any Holiday; provided, however, that the Facility agrees to make a reasonable effort to distribute Holidays off on a relative equitable basis within a department, taking into account any Employee requests to work on the Holiday.

Section 18.03

An Employee who works on any Premium Holiday (as defined below) shall receive a substitute holiday with regular pay, provided the Employee works the day before and after the substitute holiday. Alternatively, in lieu thereof and at the Employer's option, the Employer shall pay the Employee who works on a Premium Holiday a day's regular pay. Employees who fail to schedule a substitute holiday (*i.e.*, makeup day off) before the next June 30th shall lose the substitute holiday.

Section 18.04

The day on which a Holiday is legally celebrated will be the day for which Holiday pay is paid to those who work on that day.

Section 18.05

The following shall be considered Premium Holidays: New Year's Day, 4th of July, Thanksgiving and Christmas.

ARTICLE XIX - PAID TIME OFF

Section 19.01

Effective on the first day of the month following ratification (the "Effective Date"), Full-time Employees shall accrue PTO based on regular hours paid, for each contract year during the Term, in accordance with the following schedule. Regular hours paid include regular hours worked (but not overtime), PTO, paid bereavement leave, and paid jury leave. PTO shall be paid at the Employee's base rate of pay. (Prior to the Effective Date, Full-time Employees shall receive paid time off consistent with the expiring CBA.)

<u>Length of Service</u> (as of July 1)	<u>Hourly Accrual</u>	<u>Maximum Annual Accrual</u>
Start – end of 1st Year	.0808	21 Days (157.5 hours)
2nd – 4th Year	.0962	25 Days (187.5 hours)
Five Years or more	.1192	31 Days (232.5 hours)

Section 19.02

The maximum amount of PTO that may be accumulated by an Employee is the amount the Employee would be eligible to accrue in one year. Upon reaching the maximum set forth in the above schedule, Employees will be ineligible to accrue additional PTO. Employees may roll over accrued, unused PTO time from year to year up to a maximum of one year's allotment.

Section 19.03

PTO is in lieu of paid vacation, sick or personal time and may be taken in weekly, daily or hourly intervals so long as prior departmental approval is secured. Requests for PTO should be made, in writing, as early as possible. A determination regarding the grant or denial of a request for PTO shall be based upon the operational needs of the department and subject to management approval. Employees must use PTO for any vacation or sick time, absence on holidays, or other absence that reduces their regularly scheduled hours.

Section 19.04

An Employee who resigns or is terminated with less than six (6) months' service is not entitled to be paid out for accrued, unused PTO. An Employee with more than six (6) months' service who terminates shall be paid his/her accrued, unused PTO, except that any Employee discharged for good cause, or who fails to give two (2) weeks' notice of resignation, shall not be entitled to any payout for accrued, unused PTO time.

Section 19.05

Employees who have accrued and unused Sick Time pursuant to the immediately preceding collective bargaining agreement shall retain such time ("Retained Sick Time"). Such Retained Sick Time may be used at any time during the Term of this Agreement based on the Employee's last hourly rate before the beginning of the Term.

ARTICLE XX- [INTENTIONALLY OMITTED]

ARTICLE XXI- BEREAVEMENT TIME

Section 21.01

In the event of the death of a regular full-time Employee's parent, parent-in-law, spouse, child, brother, sister, grandparent or grandchild, an 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; provided he/she attends the funeral.

Section 21.02

There shall be no duplication of payment that the Employee may otherwise receive under this Agreement. Proof of death, attendance of the funeral, and verification of relationship may be required.

ARTICLE XXII- JURY DUTY

Section 22.01

The Facility agrees to compensate regular full-time Employees who have completed their probationary period for time while serving as a juror for all time lost from their regular working hours. This provision shall not apply if an Employee volunteers for jury duty, nor shall it apply for a period in excess of ten (10) court days. Employees must report to work when court is not in session. Employees must endorse their jury duty pay checks to the Employer before the Employer will pay Employee for time serving jury duty.

Section 22.02

The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Administrator of the Facility.

ARTICLE XXIII- UNPAID LEAVE

Section 23.01

Regular full-time Employees with twelve (12) or more months of actual service shall be eligible for unpaid leave in accordance with the following:

(a) **Medical Leave of Absence.** Unpaid medical leave of absence may be granted for a period of up to ninety (90) days per twelve (12) months. The Facility has the right to verify the reason for the Employee's absence and prior to returning to work the Facility may require that the Employee be examined and given clearance to return to work by a physician. Employees must notify the Facility at least fourteen (14) days in advance of their initially scheduled return to work date. Failure to return to work by the scheduled return to work date shall result in termination of employment, unless the Employee has requested and received an extension of leave in writing from the Facility for good and sufficient reasons.

(b) **Parental Leave.** The Employer may grant a Full-time Employee a leave of absence of up to nine (9) months during the first year after the birth or adoption of his or her child ("Parental Leave"), such leave to be granted in the Employer's discretion. Parental Leave shall be unpaid, and except for any portion of such Parental Leave that also qualifies as FMLA Leave (as defined below), the Employer shall not be required to hold the Employee's position during the period of Parental Leave. Such requests shall be in writing and submitted at least thirty (30) calendar days in advance absent an emergency excusable by the Facility.

(c) **Other Leave of Absence.** Leaves of absence without pay may be obtained at the discretion of the Facility for other good reason. Such leaves are limited to a maximum of thirty (30) days and will not interfere with the operation of the Facility. Such requests shall be in writing and submitted at least fourteen (14) calendar days in advance absent an emergency excusable by the Facility.

(d) **Military Leave.** Leave of absence without pay for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

(e) **Union Business.** A leave of absence without pay for a period not to be exceed two (2) years will be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the orderly operation of the Facility.

(f) **Return to Work.** When an Employee returns to work following a voluntary leave of absence he/she will be reinstated to his/her former job or another position with the same classification or a similar job and without loss of bargaining unit seniority held at the commencement of the leave. If the Employee fails to take said opening, he/she will lose both the right to return to said job and his/her seniority and will only be rehired as a probationary Employee.

(g) **FMLA Leave/Worker's Compensation.** Employees shall also be entitled to such leave as is available under the Family and Medical Leave Act ("FMLA Leave"), subject to the FMLA's eligibility requirements. Any leave specified above shall be in addition to, or run concurrent with, and not in any way diminish leave provided in accordance with the FMLA. Further this Article is not intended to affect Employee rights under the Worker Compensation Act.

(h) All requests for medical leave or any extension, or any request to return to work shall be evaluated and determined by the Employer on a case by case basis in accordance with the mandates of the FMLA, the Americans with Disabilities Act ("ADA"), the Pennsylvania Human Relations Act ("PHRA") and applicable Philadelphia Ordinances, each as amended, including any required interactive process as may be applicable or as may be required. In the event of any conflict between applicable law that the terms of this Agreement, applicable law shall control.

ARTICLE XXIV- UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

Section 24.01

An authorized representative of the Union shall have reasonable access to the Facility's premises for the purpose of conferring with the Facility, delegates of the Union and/or bargaining unit Employees, and for the purpose of administering this Agreement. Before a Union representative enters the Facility's premises, he/she shall first notify the Administrator or his designee regarding the Union's desire to enter the premises in order to receive permission for same. Such notification shall be no less than one (1) hour prior to the time of the intended visit. Such visit shall not in any way interfere with resident care or the efficient and orderly operation of the Facility.

Section 24.02

Whenever a Union delegate finds it necessary to participate in the Union's investigation of an Employee grievance or Union matter, he/she must receive the permission of his/her supervisor to attend such meeting. In the event the grievance involves another Employee, the delegate must receive the permission of the other Employee's supervisor to meet with the Employee. In no event shall the investigation of grievances interfere with the efficient and orderly operation of the Facility. Meetings which involve bargaining unit Employees, including a Union delegate shall not be compensated.

Section 24.03

Bulletin Boards. The Facility shall provide one (1) enclosed bulletin board in any location mutually agreeable to the parties for the exclusive use of the Union for the purpose of posting Union notices. Such notices shall not contain political, or other material which is defamatory.

Section 24.04

Union Delegates. Union Delegates, up to a maximum of three (3), will be granted two (2) days off without loss of wages or benefits to attend Union seminars and other Union functions that require Delegate attendance.

ARTICLE XXV- COMPLIANCE WITH APPLICABLE LAW

Section 25.01

Non-Discrimination. The parties agree not to discriminate against or in favor of any Employee on account of race, disability, color, creed, national origin, political or religious belief, sex, sexual preference, age, veteran status or any other characteristic protected under Federal, Pennsylvania or Philadelphia law.

Section 25.02

Family and Medical Leave Act of 1993. The parties agree to comply with all of the provisions of the FMLA. The parties agree that the applicability of the FMLA shall in no way diminish any greater rights or benefits which Employees presently enjoy.

ARTICLE XXVI- EFFECT OF LEGISLATION — SEPARABILITY

Section 26.01

If any provisions in this Agreement, or the application of any provisions to any person or circumstances, shall be held invalid or is in conflict with any present or future federal, state or local law, (a) 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 and (b) the invalid or conflicting provision shall be deemed modified so as to comply with applicable law while as closely as possible maintaining the original intent.

ARTICLE XXVII- MISCELLANEOUS

Section 27.01

Bargaining Unit Work. Supervisors shall not do work normally performed by bargaining unit Employees exclusively, 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 the safety and health of residents and Employees, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions.

Section 27.02

Personnel Files. 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 during regular business hours 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 or, without permission from an authorized Facility representative, copied or photographed;

(d) Nothing may be written by the Employee or his/her representative or delegate on any paper in the file;

(e) The Facility may have a representative present at the time the file is being reviewed; and

(f) Employees working on the third shift (11 p.m. to 7 a.m.) may inspect their file on pay day when they pick up their check or by giving one (1) week advance notice and making special arrangements with management to inspect their personnel file.

Section 27.03

Posting. When the Facility creates a regular full-time job or regular part-time position or seeks to fill a vacancy occurring in an existing full-time job or regular part-time position, the Facility agrees to post a notice of such opening for seven (7) consecutive calendar days on a bulletin board in the facility.

Section 27.04

All minor infractions on an Employee's record shall be removed after twelve (12) months, provided that the Employee's record shall be free of other minor infractions.

Section 27.05

Except in cases of emergency or due to conditions beyond the Facility's control, Employees who are not regularly scheduled to work weekends shall receive every other weekend off, provided that Employee who fails to work a scheduled weekend shall be required to make-up such weekend.

Section 27.06

Unless it will implicate a tax issue (such as the payment and holiday being in different years), if a holiday falls on a pay day, the Employees will be paid the day before.

Section 27.07

Employees will be entitled to free parking if facilities for same are available.

Section 27.08

The Employer will provide to the Union, once yearly, an updated seniority list.

Section 27.09

If a Full-time Employee is called in at or after the start of a shift when he/she is

not scheduled to work and reports to work within two (2) hours of the start of the shift, he/she will be paid for the full shift.

Section 27.10

Snow Emergency. If an Employee reports to work within two (2) hours of the start of their shift after the City of Philadelphia or the Commonwealth of Pennsylvania certifies a snow emergency, he/she will be paid for the full shift.

Section 27.11

Worker's Compensation. Any Employee on workers' compensation who is required to take time off from work to attend a therapy session may use accrued sick time (if any) or PTO.

Section 27.12

The Employer shall, upon request and at reasonable intervals (including during or just before the open enrollment period), invite a representative from its insurance carrier to present to Employees (orally or via handouts) with insurance products available to Employees through the carrier that Employees may purchase at their cost.

ARTICLE XXVIII- RETIREMENT PLAN

Section 28.01

The Facility will continue the 401K Plan presently in effect but will not guarantee to do so for any particular period of time. Provided further that the Facility shall have the right in its sole discretion to modify, change or terminate the current Plan in whole or in part at any time or for any reason. The Employer will meet with the Union prior to making any changes to the Plan.

ARTICLE XXIX- STATE OF EMERGENCY

When a State of Emergency is declared (and defined) by the President of the United States, Governor of Pennsylvania, or the Mayor of Philadelphia and the Employees are unable to get to work, the Employee shall be permitted to access his/her PTO days.

ARTICLE XXX- UNIFORM ALLOWANCE

The Employer will reimburse all non-probationary Employees who are required by Employer to wear a uniform for the cost of such uniform, up to \$100.00 annually for Full-time Employees and \$50.00 annually for Part-time Employees. Employees are required to provide receipts to receive this reimbursement.

ARTICLE XXXI- TERMINATION

This Agreement shall go into effect as of July 1, 2019 and shall continue in full force and effect until midnight June 30, 2022 (the "Term"). The Employer and the Union agree jointly to enter into discussion relative to a renewal of this Agreement no later than the ninetieth


(90th) day immediately preceding the end of the Term.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly.

**LAUREL SQUARE HEALTHCARE AND
REHABILITATION CENTER LLC**

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



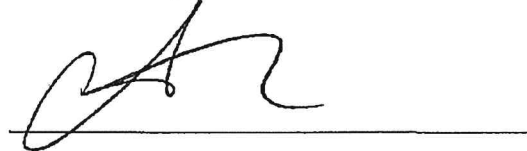


EXHIBIT A

WAGES

<u>Title</u>	<u>Start Rate (per hour)</u>
Dietary Employee	\$11.30
Cook Aide	\$11.85
Cook	\$13.00
Housekeeper	\$11.30
CNA/Rest Aide	\$13.20
Activities Aide	\$11.30
Receptionist	\$11.30
Medical Records Clerk	\$11.30

- All Employees shall be paid at the above rates upon hiring and shall not be paid less or more during probationary, orientation or training periods.
- Any wage rates that are below the above rates shall be increased to the above rates retroactive to the first pay period that starts after July 1, 2019 upon ratification.
- All wage increases shall be applied across the board to eligible Employees.

EXHIBIT B

DUES CHECKOFF

Hospital	Social Security No.	Init. Fee	Job Cat.	Dues Amt.	Starting Date
PLEASE DO NOT WRITE IN ABOVE SPACE—FOR OFFICE USE ONLY					

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

APPLICATION FOR MEMBERSHIP

Please print

Name _____ Date _____
 Address _____ Apt. _____
 City/State _____ Zip _____
 Employed at _____ Dept/Job Title _____
 Salary _____ Hrs. per week _____ Date Hired _____
 Work Phone _____ Home Phone _____

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

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____, 20 _____

To: _____ (the Employer)
 You are directed to deduct from any wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO and become due to it, as my membership dues and/or fees or assessments in said UNION, or such equivalent or related amounts as may be required to fulfill my contractual and lawful obligation. I authorize you to deduct such amount from one or more of my weekly pay checks 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. _____

Dept. _____ Signature _____

Address _____

Revised 9/00



EXHIBIT C
CONSCIENTIOUS OBJECTOR FORM

EXHIBIT D

POLITICAL ACTION

Political Action—Protection for your future

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name _____

Address _____ Phone _____

City _____ State _____ Zip Code _____

Employed at _____

Department _____ Job Title _____

Amount of Pledge _____ per yr. _____ Soc. Sec. No. _____

Signature _____ Date _____

Register and Vote!

District 1199C Political Action Fund
Check-Off Authorization

Date _____

To: _____
(Name of Employer)

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

Soc. Sec. No. _____ Signature _____

Dept. _____ Home Address _____



EXHIBIT E

PEOPLE WHO ARE NOT REQUIRED TO WORK EVERY OTHER WEEKEND

GOOLSBY, SHARON

KNOX, MARILYN

