

COLLECTIVE BARGAINING AGREEMENT

Between

MAPLEWOOD OPERATING, LLC

And

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

(LPNs)

May 1, 2017, to June 30, 2022

PREAMBLE

AGREEMENT made and entered into this 1st day of July , 2017, by and between MAPLEWOOD OPERATING, LLC, (“Employer” or “Company”) and NATIONAL UNION OF HOSPITAL AND HEALTHCARE EMPLOYEES, AFSCME, AFL-CIO, AND ITS AFFILIATE DISTRICT 1199C (“Union”), with its office at 1319 Locust Street, Philadelphia, Pennsylvania 19107, acting herein on behalf of the Employees of the said institution, as hereinafter defined, now employed and herein after to be employed and collectively defined as the “Employees.”

WITNESSETH

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

WHEREAS, it is the intent and purpose of the parties that this Agreement promote and improve the mutual interests of the patients of the Employer as well as of its Employees and to avoid interruptions and interferences with services to patients and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

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

ARTICLE 1 RECOGNITION – THE COLLECTIVE BARAGINING UNIT

1.1 (a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all of the Employees in the following bargaining unit(s): all full-time and regular part-time (including those who have worked an average of four (4) hours per week during the fourteen (14) week period preceding October 23, 1997 LPN's employed at Maplewood Manor Convalescent Center.

(b) Excluded from the aforesaid bargaining unit(s) are all other Employees, including RNs, occupational therapists, office clerical Employees, confidential Employees, executive Employees, managerial Employees, guards and supervisors as defined in the act.

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 maternity leave of the Employee being replaced, with the consent of the Union, which shall not be reasonably withheld, however, such Employee shall become a member of the Union after the expiration of the initial three (3) month period.

1.2 The Employer agrees that there shall be no interchange or temporary transfer of bargaining unit Employees to a non-Union home owned by the Employer or one of its affiliates.

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

1.4 At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to said Employee a written notice that the Employer recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Articles 2 and 3 of this Agreement.

1.5 A part-time employee shall be one who is regularly scheduled to work at least fifteen (15) hours per week or thirty (30) hours per pay period or actually works those hours for three (3) months. Part-time employees hired on or after the date of the Employer's takeover who are regularly scheduled to work twenty (20) hours or more per week or forty (40) hours per pay period will be benefit eligible. Incumbent Part time Employees will remain benefit eligible as outlined in this Agreement.

ARTICLE 2 UNION SECURITY

2.1 All non-probationary 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 non-probationary 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 no later than the ninetieth (90th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

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 Subject to Article 25, an employee who has failed to maintain membership in good standing as required by this Article shall within 20 calendar days following receipt of a written demand from the Union requesting his or 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 Employer 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 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 employee's probationary period, and remit to the Union regular monthly dues and initiation fees as fixed by the Union. The initiation fee shall be paid in two consecutive monthly installments beginning the month following completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the employee's pay upon 30 days' written notice from the Union.

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

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 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 the Employer, shall not be required to join and remain a member of the Union as a condition of employment.

3.5 Such employees shall be required, as a condition of continued employment, to remit monthly, to either the Lupus Foundation, the Sickle Cell Anemia Foundation, or the American Cancer Society, recognized and valid charities under Section 501(c)(3) of Title 26 of the Internal Revenue code, a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be checked-off by the Employer from the employee's pay at the same time and in the same amount as initiation fees and dues are, and remitted by the 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 "B."

3.6 If any such employee who holds conscientious objections requests the Union to utilize the grievance/arbitration procedure, as provided for in this Agreement, on the employee's behalf, the Union is authorized to charge the employee the reasonable cost of using such procedure.

(a) Such costs shall include, but not be limited to, the expense of the Union Representative at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney.

(i) The employee shall not have the right, authority, or ability to designate, engage or otherwise hire his/her own attorney to prosecute his/her grievance if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such employee shall be taken to arbitration.

(b) If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the employee's pay in accordance with Exhibit "B,"

attached hereto, remitted to the Union on a monthly basis, and shall be completely paid in a period of 12 months from the month of billing.

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

3.7 The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining 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, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by Sections 1, 4 and 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 Sections 4 and 5.

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

3.9 Each month the Employer shall remit to the Union all deductions for dues and initiation fees or deductions for the grievance and arbitration procedure in accordance with Section 6 hereof, made from the wages of employees for the preceding month, and forward said payment to the Union on or before the 15th day of each month, together with a list of all employees, and their social security numbers, from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted. In addition, each month the Employer shall forward to the Union a list of all employees from whom charitable contributions have been deducted in accordance with the provisions of Section 6 thereof, together with the amount deducted for each employee.

3.10 The Employer 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 the names of employees on leave of absence.

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

3.12 The Employer agrees to make a payroll deduction once each calendar year from an employee's pay for the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "D." This deduction shall be made only once per year 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.

3.13 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of this implementation of the provision of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, or to the charity of the employee's designated choice, as the case may be, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union or the charity, as the case may be.

ARTICLE 4 NON-DISCRIMINATION

4.1 The parties agree to continue their present practice of non-discrimination against or in favor of any Employee on account of race, color, creed, national origin, political or religious belief, sex, sexual orientation or age. Neither the Union nor the Employer shall discriminate against any disabled Employee provided such disability does not interfere with the performance of work responsibilities or duties.

ARTICLE 5 UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

5.1 With twenty-four (24) hours' notice to the Administrator or his/her designee, an authorized representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, or delegates of the Union and/or employees, for the purpose of administering this Agreement, provided the representative does not interfere with the operations of the Home or with resident care. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his or her visit. Union Representatives shall meet with employees in one location designated by the Employer and in non-resident care related areas during non-work hours.

5.2 When a delegate finds it necessary to enter a department of the nursing home other than his or her own department, he or she shall first secure the permission of his or her own department head. When he arrives in the other department, he will also secure the permission of that department head. Such visit shall not interfere with the operation of the nursing home.

5.3 Delegate Assembly Meetings. If the present date or time for delegate assembly meetings is changed, the work schedules of employees elected as Union delegates shall be adjusted to permit their attendance at these delegate assembly meetings, provided that the Employer's operations shall not be impaired and provided further the Union gives the Employer fourteen (14) calendar days advance notice in writing to the administrator of such change.

5.4 Bulletin Board. The Employer shall provide an enclosed bulletin board for the exclusive use of the Union for the purpose of posting proper Union notices. Notices shall not be posted in any other place. Such bulletin boards shall be placed in the employee's dining room.

ARTICLE 6 PROBATIONARY EMPLOYEES

6.1 Newly hired Employees shall be considered probationary for a period of ninety (90) days from the date of employment, excluding time lost for sickness and other leaves of absence.

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

ARTICLE 7 SENIORITY

7.1 Definition. (a) Bargaining Unit seniority is defined as the length of time an Employee has been continuously employed in any capacity in the institution.

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

7.2 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 up to six (6) months or for the period of maternity leave; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of six (6) months or the length of an Employee's continuous employment; if the employee is recalled into employment.

(c) Classification seniority shall accrue during the time periods specified in (b) above and during the time an employee works in a specific job classification.

(d) Temporary employees, as defined in Article 9, paragraph 1(b), shall have no seniority during the time they occupy the status of temporary employee, but should temporary employees become a permanent employee, then their seniority shall be retroactive to the date of employment.

7.3 Loss of Seniority. An employee's seniority shall be lost when he/she:

(a) Terminates voluntarily.

(b) Is discharged for just cause.

(c) Is laid off for a period of one (1) year or a period exceeding the length of the employee's continuous service, whichever is less;

(d) Fails to return from an authorized leave of absence at the specified time when physically able to do so.

Employee to notify Employer if unable to report on expiration of leave of absence;

(e) Employee fails to return from layoff within seven (7) days after receipt of a letter with a documented delivery date from the Employer offering reinstatement. Copy of the letter will be sent to the local Union.

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

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

7.4 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; and

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

7.5 Layoff. (a) In the event a layoff becomes necessary within a job classification, the first to be laid off shall be those Employees working in bargaining unit classifications and not covered by the contract 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 in another Department, which the Employee has the ability and qualifications to perform, then bargaining unit seniority shall prevail in assigning such Employees scheduled to be laid off to such vacant jobs. This provision is not intended to circumvent paragraph 8 of this Article. When an Employee fills such a vacant position, he/she shall be paid the wage rate of said vacancy; and

(c) **Super-Seniority Of Delegates:** All delegates of the Union under this Agreement shall head the bargaining unit, departmental and classification seniority lists for the duration of their term of office. At the expiration of their term of office, or removal or resignation, they shall return to their regular seniority standing. Super-seniority rights shall apply only in cases of layoff and recall. There shall be one delegate for every twenty-five (25) members, but no less than one (1) per each shift.

7.6 (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 the ability and qualifications to do the work and, if not, the next senior qualified Employee will be recalled, and so on. When an Employee is recalled to a job other than his/her regular job, and to which he/she is qualified to perform, he/she shall receive the rate for the job which he/she is performing; and

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

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

(b) An Employee who is promoted shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job at his/her former rate of pay without loss of seniority or other benefits, except that if he/she is discharged, his/her rights shall be subject to Article 22 of this Agreement.

7.8 The Employer shall post each January and July a classification and bargaining unit seniority list showing each of the employee's length of continuous service under this Agreement. A copy of each list shall be furnished to the Union.

ARTICLE 8 WAGES

8.1 (a) The following starting rates shall remain in effect for the duration of the Agreement:

Job Title	Starting Rate
LPN	
0-3 years' experience	\$27.38
3 or more years' experience	\$28.77
7 or more years' experience	\$30.15

Employees shall receive the following wage increases:

- July 1, 2017: 2% increase
- July 1, 2018: 2% one-time bonus
- July 1, 2019: 2% increase
- July 1, 2020: 2% one-time bonus

July 1, 2021: 2% increase

Employees shall be eligible for the lump sum bonus, only if the employee was employed for the entire 12 month period preceding the effective date of the bonus.

ARTICLE 9 RETIREMENT PLAN

9.1 The Employer shall contribute 2% of the employee's straight-time wages to the Union's Nursing Home and Health Care Employees Pension Plan. Such payments by the Employer to the Pension Fund shall be made monthly based upon the previous month's payroll.

9.2 Such payments shall be used by the Trustees of the Pension Fund for the purpose of providing pension and retirement benefits for employees as the Trustees may from time to time determine.

9.3 The Pension Fund shall be held and administered under the terms and provision of the Agreement and Declaration of Trust of the Pension Fund and any amendments thereof, which provide for equal representation by the Union and Employers contributing to said Pension Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding. The Employer hereby adopts and agrees to be bound by the terms and conditions of the Agreement and declaration of Trust, and any amendments thereof.

9.4 An independent audit of the Pension Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

9.5 Such Pension Fund at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.

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

9.7 The Employer agrees to make available to the Pension Fund any such records of employees such as names, classifications, social security numbers, dates of hire, hours of work, accounts of payroll and/or wages paid, and dates of termination or leave which the Pension Fund may require in connection with the sound and efficient operation of the Pension Fund or that may be so required by ERISA in order to determine the eligibility of employees for Pension Fund benefits and to permit an accountant for the Pension Fund to audit such records.

9.8 Where contributions are not made when due, the Employer and its successors and assigns shall be obligated, from the due date on, to pay interest and liquidated damages on all past due contributions in an amount as determined by the Trustees, any costs, including legal fees,

incurred by the Pension Fund in connection with collection of delinquent contributions and payments for the cost of payroll audits when such audits disclose deficiency of payments.

ARTICLE 10 HOURS OF WORK

10.1 The regular work day and work week for employees shall consist of seven and one-half hour per day with an unpaid thirty minute lunch period or 37.5 hours per week. At the outset of this agreement, employees shall receive a 6.625% wage increase. LPNs shall work seven and three quarter hours (7 ³/₄) per day with an unpaid 30 minute lunch. LPNs shall receive a 3.3% wage increase at the outset of this agreement. Nothing in this Agreement shall be construed as a guarantee by the Employer of hours worked per day, per week, or per year.

10.2 The regular work day for all full-time Employees covered by this Agreement shall consist of the number of hours in the regular paid work week as defined above, divided by five (5), except for those Employees who receive a paid lunch period as of the date of this Agreement.

10.3 Employees shall be given every other weekend off provided that operations are not impaired and staffing requirements are fulfilled.

10.4 There shall be two (2) fifteen (15) minute scheduled rest periods for regular full-time Employees per seven and one-half (7 ¹/₂) hour shift. Such breaks must not interfere with required patient care. Scheduling of breaks shall be at Management's direction. Employees who wish to use their fifteen (15) minute break to extend their lunch period may do so provided they obtain permission from their immediate supervisor.

10.5 Change of Starting Time. In the event the Employer wishes to permanently change an Employee's starting time, the Employer shall notify the Employee in writing of such change two (2) weeks in advance. In the event the Employer 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 as far in advance as possible. This provision shall not apply to probationary Employees.

10.6 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 the regular hourly rate of pay or he/she may be assigned to 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 cause beyond the control of the Employer.

10.7 Exchanging Scheduled Days. Any Employee may be permitted to change or exchange days with another Employee provided they receive prior permission from the scheduling coordinator or supervisor and such change does not result in overtime.

10.8 Pay for Emergency Call-Ins. In the event a person is called in to work a shift and he/she reports to work within two (2) hours of the start of the shift he/she shall be paid for the

entire shift. In the event the Employee reports after the above, he/she shall only be paid for time worked.

ARTICLE 11 OVERTIME

11.1 Overtime shall be paid at time and one-half for all hours worked after an Employee completes his/her normal work week. For Employees working an eight (8) hours day, overtime shall be calculated at 8/80 hours biweekly.

11.2 The Employer will assign, on an equitable basis, required prescheduled overtime among qualified Employees, whenever possible.

11.3 There shall be no pyramiding of overtime.

11.4 Premium holidays shall count as time worked for purposes of overtime.

ARTICLE 12 SHIFTS

12.1 Employees shall work on the shift, shifts, or shift arrangements for which they were hired.

Whenever the Employee requests a change of shift, approval of such request shall not be reasonably withheld if a vacancy exists in the classification in which he/she is then working. 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, an Employee shall have preference over new Employees in filling vacancies on another shift in the classification in which he/she is then working.

ARTICLE 13 HOLIDAYS

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

- New Year's Day
- Dr. Martin Luther King's Birthday
- Memorial Day
- July 4th
- Norman Rayford Day (August 28)
- Labor Day
- Thanksgiving Day
- Christmas Day
- Good Friday
- Personal Day

13.2 Employees are eligible upon completion of their probationary period for a personal holiday. The personal holiday is taken at a mutually agreeable time. Employees must advise the Company at least seven (7) days in advance of the date they wish to take their personal holiday. Once scheduled, personal holidays shall not be cancelled except in an emergency.

13.3 Recognizing that the Employer works every day of the year and that it is not possible for all Employees to be off on the same day, the Employer 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.

13.4 An Employee who works on any of the legal holidays specified above shall be paid time and one-half their regular straight-time rate for all hours worked on the holiday and shall, in addition, receive an additional day off with regular straight time pay within thirty (30) days of the holiday or an extra day's pay in lieu thereof, as determined by the Employer. The Employer will take into account the Employee's expressed preference.

If an Employee works a double shift on a holiday, the second shift shall be paid at double time.

13.5 If a legal holiday as specified in Section 13.1 above, falls during an Employee's vacation, at the option of the Employer, the vacation shall be extended by one (1) day, or the Employee shall receive an extra day's regular pay or a day off with regular pay. In making the determination, the Employer will take into consideration the Employee's expressed preference.

13.6 In order to be eligible for the foregoing holidays, and holiday pay benefits, a regular full-time Employee must have worked the last full scheduled work day before and the first full scheduled work day after the holiday (or the day selected in lieu of the holiday), except in the case of illness or accident which prevents the Employee from working as evidenced by written certification of a physician or other acceptable proof if requested by Employer. An Employee who fails to report for work on the holiday when scheduled to do so shall not receive holiday pay for the unworked holiday. Employees who work on a Holiday shall not receive holiday pay if the Employee is more than an hour late and does not provide notice, or if the Employee leaves more than 15 minutes early without notice. If an Employee is more than thirty minutes late on the day before or after the holiday their holiday pay shall be reduced by the amount of time they are late.

13.7 Regular part-time Employees who have completed their probationary period shall be entitled to holiday pay for four (4) hours, if the Employee works on the Holiday they will be paid one and one half time their hourly rate.

ARTICLE 14 PAID TIME OFF

14.1 Full-time and part-time employees within the bargaining unit shall be granted paid time off (PTO) annually. PTO will replace sick days, personal days, and vacation. Employees

can cash in PTO at any time at 50% of their value. The maximum accrual time will be the maximum number of PTO days that the employee accrues annually.

14.2 The amount of PTO awarded and accrued is based on the following years of service schedule, based on paid non-overtime hours:

PTO Days for Employees hired before July 1, 2014

	<u>Maximum Annual Accrual</u>	<u>Bi-Weekly Accrual</u>
After 1 yr of service	25 PTO Days	7.21 hours
After 5 yrs of service	30 PTO Days	8.65 hours
After 12 yrs of service	35 PTO Days	10.10 hours

PTO Days for Employees hired before May 1, 2017:

	<u>Maximum Annual Accrual</u>	<u>Bi-Weekly Accrual</u>
After 1 yr of service	21 PTO Days	6.06 hours
After 5 yrs of service	24 PTO Days	6.92 hours
After 15 yrs of service	26 PTO Days	7.5 hours

PTO Days for Employees hired after May 1, 2017:

	<u>Maximum Annual Accrual</u>	<u>Bi-Weekly Accrual</u>
After Probation	14 PTO Days	4.04 hours
After 5 yrs of service	19 PTO Days	5.48 hours
After 15 yrs of service	24 PTO Days	6.92 hours

Part-Time employees shall accrue PTO on a pro-rata basis, and consistent with eligibility requirements set forth in this agreement.

No employee shall accrue PTO while on an unpaid leave of absence or during any other unpaid status.

14.3 In the event the employee is unable to return to work due to a medically certified work related disability, the employee will receive all unused accrued PTO earned as of the date of the occurrence leading to the disability.

14.4 Unused, accrued PTO will be paid at 50% to employees who are laid off.

14.5 By January 3rd of each year, the Employer shall post a schedule showing the number of PTO slots in each department and shift throughout the following twelve (12) consecutive months. PTO may be scheduled for any time during the year. If an employee has requested PTO on 3 separate occasions and has been denied, the Employer will pay out that time at 100%.

Each employee shall submit a signed, written PTO preference request to his/her department head or that department head's designee, by January 31 of each year, listing three (3) preferences

for all PTO time available to that employee. Such requests shall be for increments of not less than five (5) days.

PTO will be approved in accordance with the Employer's need to maintain efficient operations. PTO shall then be granted according to the employee's bargaining unit seniority within their respective departments. The Employer shall give each employee written notice of his/her approved PTO schedule by March 31 of each year. The employee shall sign a receipt acknowledging receipt of this notice of his/her approval PTO schedule.

PTO requests submitted after March 31 will be granted on a "first come, first serve" basis subject to the remaining availability of slots on the PTO schedule. Such requests may be for single or multiple days. Such requests must be submitted in writing at least two (2) weeks prior to the posting of the work schedule covering the desired PTO period and shall be subject to the written approval of the Employer. The department head or that department head's designee shall sign and date the employee's written request for PTO and return a copy of the approved or denied request to the employee within two weeks of submission. Requests for PTO shall be submitted in writing to the employee's respective department head no later than two (2) weeks in advance of the time the leave is requested. In emergencies, notification must be provided two (2) hours prior to the commencement of the day shift, and three hours prior to the commencement of the afternoon and evening shifts.

A Request for PTO shall not be unreasonably denied.

14.6 PTO pay shall be based on the employee's rate of pay in effect at the time PTO is taken. Requests to receive PTO pay in advance must be submitted to the employee's immediate supervisor two (2) weeks in advance of the PTO time.

14.7 Employees are requested to give two (2) calendar weeks' notice of their resignation. Employees must work all scheduled days during the notice period. PTO days cannot be taken during the notice period. Unused, accrued PTO for the calendar year will be paid to those employees who work all scheduled days during their two-week notice period.

Unused, accrued PTO will not be paid upon resignation for those employees who fail to provide the required two-week notice or who fail to work all scheduled days during the two-week notice period. Unused, accrued Paid Time Off benefits will not be payable to employees who are terminated for just cause.

ARTICLE 15 PAID LEAVE

15.1 Funeral Leave. A regular full-time and part-time Employee who has completed his/her probationary period shall be entitled to a leave of absence with pay at his/her regular straight-time hourly rate for a maximum of three (3) regular scheduled work days due to death in his/her immediate family: namely, spouse, child, brother or sister, grandchild, grandparent, parent, mother-in-law, or, father-in-law; provided the leave of absence is taken during the period between the date of death and the day following burial, both inclusive, and provided further that the

Employee is prepared to offer upon request valid proof of death and relationship to the deceased. In the event of the death of a sister-in-law, brother-in-law, aunt, uncle or cousin, regular full-time and part-time Employees shall be given one (1) day off with pay to attend the funeral if the Employee was scheduled to work that day.

15.2 Jury Duty. A regular full-time Employee who has completed his/her probationary period and who is called to serve on jury duty, shall be compensated by Employer for the difference between his/her regular straight-time hourly pay for each regularly scheduled work day lost up to ten working days and the amount received as a juror's fee, provided the Employee offers valid proof of such jury duty and proof of the amount received as juror's fee upon request of Employer. Whenever an Employee on jury duty is temporarily excused from duty by the Court on a scheduled work day, he/she shall advise his/her supervisor as promptly as possible and stand ready to report for work if requested to do so by Employer.

The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Administrator, and Employer may request that the Employee be excused or exempt from such jury duty, if, in the opinion of the Employer, the Employee's services are essential to Employer at the time of the proposed jury service.

15.3 Military Leave. Leaves of absence 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. Employee shall be compensated by Employer for the difference between his/her regular straight-time hourly pay for each regularly scheduled work day lost and the amount received as military pay provided Employee offers valid proof for up to two weeks of such military leave and proof of military pay received within thirty (30) days of the leave.

ARTICLE 16 UNPAID LEAVE

17.1 Employee shall be eligible for unpaid leave in accordance with the following:

(a) **Maternity Leave**

Whenever an Employee shall become pregnant, she shall furnish Employer with a certificate from her physician stating the expected date of delivery. She shall be permitted to continue to work provided her physician certifies that she is physically able to continue working and provided further that she is able to perform all of the duties of her job.

Maternity leave will be granted for a period not to exceed twelve (12) months, provided in each case that the Employee has been continuously employed for at least nine (9) months. An Employee who wishes to return to work must so notify the Employer in writing at the time her maternity leave commences. An Employee will be entitled to return to her former position, or to a comparable position, upon two (2) weeks written notice to Employer. Failure to return to work within the time limits set forth above, shall result in termination unless the Employee has requested and received in writing an extension of her maternity leave from Employer for good and sufficient reasons. Requests for such extensions will not be reasonably denied.

(b) Medical Leave of Absence

Unpaid medical leave of absence may be granted for a period of up to twelve (12) months. The Employer has the right to verify the reason for the Employee's absence and prior to returning to work the Employer may require that the Employee be examined and given clearance to return to work by a physician. Employees are eligible for unpaid medical leaves or absence after they have completed nine (9) months seniority. Employees must notify the nursing home at least fourteen (14) days in advance of their desire to return to work. Failure to return to work within the specified time limits shall result in termination unless the Employee has requested and received in writing an extension of leave from Employer for good and sufficient reasons. Requests for such extension will not be reasonably denied.

(c) Other Leave of Absence

Leaves of absence without pay for other reasons will not be unreasonably denied by the Employer provided further that such leaves will not interfere with the operation of Employer. Such leaves are limited to a maximum of thirty (30) calendar days for good and sufficient reasons. Such requests shall be in writing and submitted at least fourteen (14) calendar days in advance, absent an emergency excusable by Employer. Leave of absence without pay shall not be unreasonably denied by the Employer.

(d) Union Business

A leave of absence not to exceed one (1) year 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 Employer. The parties agree that an employee who is granted a leave of absence to accept a full-time position with the Union may request up to two extensions of the leave for a total of three years. The terms and conditions of any extension shall be handled on a case by case basis between the Employer and the Union.

(e) Training and Upgrading Leave

Employees shall be permitted to take an unpaid leave of absence for the purpose of training under the Union's Training and Upgrading Program. Employer shall not permit more than two (2) Employees to be on such leave at any one time.

It shall be prohibited for an Employee who is on a leave of absence, pursuant to this Agreement, to seek or hold employment of any kind on the same or substantially similar shift. This section shall not apply to employment held prior to the leave, or while on training or upgrading leave.

**ARTICLE 18
PAST PRACTICES**

18.1 (a) Employees who had special scheduling agreements with management at time of hire prior to effective date of this Agreement shall have such scheduling practices continued.

(b) Employees may continue to trade days off provided they do so within the same work week, they seek and obtain the scheduling coordinator's approval and provided it does not cost Employer any additional money as overtime.

(c) Christmas and Spring parties shall be continued.

**ARTICLE 19
HEALTH AND WELFARE**

19.1 The Employer shall make available to full-time employees who regularly work at least thirty (30) hours per week, medical, dental and prescription benefits under the same terms and conditions as provided to non-bargaining unit employees of the Employer, as the plans may be amended from time to time by the Employer. The Employer/employee cost share shall be as follows:

5/1/2017	EE Only	EE/Spouse	EE/Children	Family
Bronze	80/20	80/20	80/20	80/20
Silver	75/25	70/30	75/25	70/30
Gold	75/25	70/30	75/25	70/30
Platinum	70/30	70/30	70/30	70/30
7/1/2018 to 6/30/2022	EE Only	EE/Spouse	EE/Children	Family
Bronze	80/20	70/30	70/30	70/30
Silver	70/30	60/40	65/35	60/40
Gold	60/40	60/40	60/40	60/40
Platinum	60/40	60/40	60/40	60/40

Employees who opt out of health insurance and who can show proof of other coverage, shall receive \$1.00 per hour for all hours paid.

19.2 The Employer shall provide life insurance coverage for each full-time employee equal to one times the employee's annual base salary.

19.3 Employees shall be offered Short Term Disability policies and other individual based AFLAC products through AFLAC at 100% of the employees' cost. All Employees current AFLAC policies will remain in force with continued payroll deductions.

**ARTICLE 20
MANAGEMENT RIGHTS**

20.1 All management functions and responsibilities which Employer has expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively

in the Employer. More specifically, Employer reserves the right to establish and administer policies and procedures related to patient care, research, training, operations, services and maintenance of the Home; to reprimand, suspend, discharge or otherwise discipline Employees for cause; to hire, promote, transfer, layoff and recall Employees to work; to determine the number of Employees and the duties to be performed; to maintain the efficiency of Employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, department, operation or service; to control and regulate the use of facilities, supplies, equipment and other property of the Employer to determine the number, location and operation of divisions, departments and all other units of the nursing home, the assignment of work, the qualifications required and the size and composition of the work force; to make or change nursing home rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the nursing home, attain and maintain full operating efficiency and optimum patient care, and direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

20.2 The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

20.3 Sub-Contracting. Present bargaining unit work may be subcontracted in emergency situations or to fill a vacant position for no longer than a thirty (30) day duration. Employer will not subcontract bargaining unit work for the sole purpose of eliminating bargaining unit positions.

ARTICLE 21 DISCHARGE AND PENALTIES

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

21.2 The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days, but not later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, commencing at Step 3 of the grievance process.

If the Union notice of contest is given from six (6) to ten (10) working days after receipt of notice of discharge, the days beyond five (5) days shall be deemed waived insofar as back pay is concerned.

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

ARTICLE 22 NO STRIKES OR LOCKOUTS

22.1 No employee shall engage in any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer.

22.2 The Employer will not lock out Employees during the term of this Agreement.

ARTICLE 23 GRIEVANCE PROCEDURE

23.1 A grievance shall be defined as a dispute or complaint arising between the parties of this Agreement concerning its interpretation, application, performance, termination, or any alleged breach thereof, filed by either the Union or the Employer and shall be processed and disposed of in the following manner:

Step 1

Within 10 working days, an employee having a grievance and/or his/her Union delegate or other representative shall take it up with his/her immediate supervisor. The employer shall give an answer to the employee and/or his Union delegate or other representative within 10 working days after the presentation of the grievance in Step 1. The Employer may also file a grievance under this Article.

Step 2

If the grievance is not settled in Step 1, the grievance may, within five working days after the answer in Step 1, be presented in Step 2, reduced to writing, signed by the grievant and his/her Union representative and presented to the department head. A grievance as presented in Step 2 shall be answered by the Employer in writing within ten (10) working days after its presentation.

Step 3

If the grievance is not settled in Step 2, the grievance may, within five working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the employer's nursing home administrator or representative designated by management, or his/her designee, and he/she or his/her designee shall render a decision in writing within ten (10) working days after the presentation of the grievance in this step.

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

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

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

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

ARTICLE 24 ARBITRATION

24.1 Any unresolved grievance concerning the interpretation, application or alleged breach of any specific provision of this Agreement may be referred by the Union to arbitration before the American Arbitration Association for resolution under the voluntary labor association rules then in effect by serving written notice upon the Employer within 30 calendar days after the completion of Step 3 of the grievance procedure. If the Union fails to serve such notice of its intent to arbitrate within this time limitation, the grievance shall be considered resolved. No individual employee shall have the right to invoke this arbitration procedure.

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

24.3 The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employee.

24.4 The arbitrator shall have jurisdiction only over a grievance after the completion of the grievance procedure and he or she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement. The Arbitrator shall draw no adverse inference if a resident or family member fails to testify at an arbitration hearing.

24.5 Arbitration awards or grievance settlements shall in no case be made retroactive more than five days prior to the date on which the grievance was presented in Step 1 of the grievance procedure.

24.6 The parties agree that discharge cases may be handled on an expedited basis in accordance with the following rules:

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

(i) The Union shall initially notify the facility administrator and/or Network Human Resources Coordinator by fax or regular mail that it desires to proceed to arbitration on a particular case. Within 48 hours of the notification, the party shall agree to possible hearing dates within 45 calendar days of the Union's notice.

(ii) The Union shall then notify in writing the Philadelphia office of the American Arbitration Association, which shall submit to the parties a list of arbitrators who are

available to hear the case on one of the agreed upon dates. The parties shall mutually agree to the arbitrator.

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

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

ARTICLE 25 EFFECT OF LEGISLATION – SEPARABILITY

25.1 It is understood and agreed that all Agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, ruling and orders of regulatory commissions or agencies having jurisdiction, If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and affect.

ARTICLE 26 MISCELLANEOUS

26.1 Employee shall be required to maintain their current address on file in the Home Office. All notices to Employees will be considered as to have been properly sent if they are sent to the last address of record.

26.2 Bargaining Unit Work. Supervisors shall not do work normally performed by bargaining unit employees, except for the purpose of instruction, 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.

26.3 Minor infractions: All minor infractions on an Employee's record shall be cleared after one (1) year, provided that the one (1) year is free of any other infractions. A minor infraction is herein defined as a violation of a Nursing Home rule or policy which results in an oral warning or a written warning without the imposition of any disciplinary suspension or other time off.

26.4 Unclassified Jobs: If the Employer should establish a new position or change the duties of any Employee to such an extent that the Employee's work does not fall within any classification covered by this agreement and yet involves duties which render the Employee subject to this agreement, the wage rate of such Employee shall be determined by negotiation

26.3 Minor Infractions. All minor infractions on an Employee's record shall be cleared after one (1) year, provided that the one (1) year is free of any other infractions. A minor infraction

is herein defined as a violation of a Nursing Home rule or policy which results in an oral warning or a written warning without the imposition of any disciplinary suspension or other time off.

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

26.5 Mandatory In-Service. Mandatory in-service education programs will be given either on the Employee's regularly scheduled shift or within 2 hours of the Employee's normally scheduled start or finish time.

26.6 Training Fund. Maplewood shall contribute to the Trustees of the Philadelphia Hospital and Health Care District 1199C Training Fund Upgrading Fund a sum of money equal to one and one-half (1.5%) percent of the gross payroll for all Employees covered by this Agreement who have satisfactorily completed their probationary period.

Contributions so received by the Trustee shall be used to study hospital manpower needs, including shortages in entry-level jobs, upgrading positions and credential jobs, to develop career ladders, and to subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages. Such program shall be administered under an Agreement and Declaration of Trust. The Trustees of such Training Fund Upgrading Fund, in addition to the monies received from institutions, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

The Trustees of the Training and Upgrading Program shall be composed of an equal number or representatives designated by the Union and the Institutions. Such Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided elsewhere in this Agreement. Maplewood agrees to make available to the Fund such records of Employees as classifications, names, social security numbers and account payroll and/or wages paid which the Fund may require in connection with the sound and efficient administration of the Fund or that may be so required in order to determine eligibility of Employees for Fund benefits, and to permit an Accountant for the Fund to audit such records.

26.7 State of Emergency. In Labor-Management meetings, the Union and the Employer will develop a contingency plan to be implemented when a State of Emergency is declared by the President of the United States, The Governor of Pennsylvania or the Mayor of Philadelphia that will ensure the proper care for residents of the facility and consider the safety of the affected employees.

26.8 Successors. Before the Employer sells, leases, transfers, or assigns the business covered hereby or any part, portion, or classification thereof to any purchaser, transferor, assignee

26.7 State of Emergency. In Labor-Management meetings, the Union and the Employer will develop a contingency plan to be implemented when a State of Emergency is declared by the President of the United States, The Governor of Pennsylvania or the Mayor of Philadelphia that will ensure the proper care for residents of the facility and consider the safety of the affected employees.

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

26.9 LPNs who work on a "5/4" or "double/double" between 3pm and 11:00 pm on a weekend will receive a differential of \$2 per hour. Such LPNs who work between 11 pm and 7 am will have a differential of \$.93 per hour.

26.10 Duration of Agreement. This Agreement shall be in full force and effect for the period commencing July 1, 2017 and ending midnight June 30, 2022. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

SIDE LETTER

"5/4" or "double/double" Schedule


Employees on a "5/4" or "double/double" schedule shall receive benefits and paid time off as full-time employees. In the event the Employer eliminates the "5/4" and "double/double" schedules, the affected employees shall be given at least ninety (90) days' notice and the Employer shall provide displaced employees with full-time positions by seniority. If not positions are available, employees may exercise their bumping rights.

MAPLEWOOD OPERATING, LLC

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



VP



President

NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO
330 West 42nd Street, New York, N.Y. 10030
APPLICATION FOR MEMBERSHIP

PLEASE PRINT

Name _____ Date _____

Address _____ Apt. _____

City/State _____ Zip _____

Employed at _____ Dept/Job Title _____

Salary _____ Hrs. per week _____ Date Hired _____

Work Phone _____ Home Phone _____

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

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

To: _____ Date _____

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

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

This assignment, authorization and direction shall be Irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER AND THE UNION, which occurs sooner.

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

Print Name: _____ Soc. Sec. No. _____

EXHIBIT "B"

CONSCIENTIOUS OBJECTOR

Date: _____

TO: _____

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

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

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

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

Social Security Number _____

Clock Number _____

Department _____

Signature _____

Address _____

EXHIBIT "C"

CREDIT UNION CHECKOFF

District 1199C Credit Union

PLEASE PRINT

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

ADDRESS _____ **PHONE** _____

CITY/STATE _____ **ZIP** _____

EMPLOYED AT _____

DEPARTMENT _____ **JOB TITLE** _____

AMOUNT OF DEDUCTION _____ **PER PAY PERIOD**

SIGNED _____

Credit Union Check-Off Authorization

Effective Date: _____

To: _____
(Name of Employer)

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

Name _____ **Address** _____
(print)

Signature _____

Social Security Number _____ **Job Title** _____

EXHIBIT "D"

**POLITICAL ACTION
Political Action - Protection for your future**

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name _____

Address _____ Phone _____

City _____ State _____ Zip Code _____

Employed at _____

Department _____ Job Title _____

Amount of Pledge _____ per year Social Security Number _____

Signature _____ Date _____

Register and Vote!

District 1199C Political Action Fund
Check-Off Authorization

Date _____

To: _____
(Name of Employer)

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

Soc. Sec. No. _____ Signature _____

Dept. _____ Home Address _____