

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**STC OpCo, LLC D/B/A**

**ST. CHRISTOPHER'S HOSPITAL FOR CHILDREN  
and**

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

**July \_\_\_\_ 2020 – September 30, 2023**



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## ARTICLE 1: RECOGNITION

1.1 a) STC OpCo, LLC, doing business as St. Christopher's Hospital ("Hospital") recognizes the Union as the sole and exclusive collective bargaining representative of all the Employees in the following bargaining unit: all regular full-time and part-time nonprofessional Employees as certified by the National Labor Relations Board in Case No. 4-RC-1768 except as otherwise herein provided.

b) The Bargaining Unit shall consist of all regular full-time and part-time non-professional Employees in the following classifications: Administrative Coordinator, Administrative Assistant, Certified Medical Assistant, Certified Nursing Assistant/Nursing Assistants, Materials Management Clerk, Receptionist, Typist, Sterile Processing Technician, Environmental Technician, File Clerk, Food Service Worker, Distribution Technician, Laundry Worker, Medical Records Clerk, Medical Secretary, Scheduler, Unit Secretary, Department Secretary, Distribution Clerk, Service Technician, Environmental Service Worker, Groundskeeper, Central Service Technician, Diener, Mailroom Employees.

c) Excluded from the aforesaid Bargaining Unit are all other Employees, managerial Employees, guards and supervisors as defined in the Act.

d) 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 month 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 unreasonably withheld; however, such Employee shall become a member of the Union after the expiration of the initial three (3) month period.

1.2 Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the Bargaining Unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

## ARTICLE 2: MANAGEMENT RIGHTS

2.1 The management of the Hospital's Operations and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the Bargaining Unit herein involved, the right to hire, discipline or discharge Employees for just cause, to transfer, promote or relieve Employees from duty because of lack of work or other reasons, the maintenance of discipline, order and efficiency, the right to establish, revise, maintain and enforce reasonable work standards and schedules, to make from time to time and enforce reasonable work rules, to introduce new work methods and facilities, and to change or eliminate existing methods whether or not the same causes any reduction in the working force, or reorganize or combine operations with any consequent reduction in the working force, is vested exclusively in the Hospital; provided that this section will not be used for the purpose of discriminating against any Employee on account of membership in the Union. The rights of management are limited only as expressly limited by the language of the Agreement.

## **ARTICLE 3: NO STRIKES, LOCKOUTS, AND WORK STOPPAGES**

### **3.1    *No Strikes, Work Stoppages, Etc.***

Employees shall not engage in any strike, sympathy strike, slowdown, sit-down, work stoppage, or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the cause therefor. Neither the Employees, the Union, nor any officers, agents or other representatives 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, or any other concerted activities which interrupt or tend to interrupt or tend to interrupt the full performance of work during the life of this Agreement. The burden of proof shall be on the Employer to factually establish such Employee's involvement and any discipline or discharge action shall be subject to the grievance and arbitration procedures of this contract.

### **3.2    *No Lockouts***

The Employer agrees not to engage in any lockout during the term of this Agreement.

### **3.3    *Additional Procedure***

In the event of a violation of this Section, No Strikes, Lockouts, and Work Stoppages, and in addition to any other remedy, the Employer may file a grievance regarding such violation by notice thereof to the Union and to the American Arbitration Association which shall within twenty-four (24) 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 appointment upon notice to the Employer and the Union, and shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he may deem appropriate to terminate such violation, of paragraph 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 Employer. The same procedure shall be applicable in the event of a violation of paragraph No Lockouts by the Employer.

3.4    Employees participating in any unauthorized strike, slowdown or concerted work stoppage shall be subject to discharge.

## **ARTICLE 4: UNION SECURITY**

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

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

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

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

4.5 Subject to Article 4, an Employee who has failed to maintain membership in the Union in good standing as required by this Article shall within twenty (20) calendar days following receipt of written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

4.6 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 5: CHECK – OFF

5.1 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 (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days' written notice from the Union.

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

5.3 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 collective 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 Section 1). These provisions, however, shall not relieve any Employees of the obligation 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.

5.4 Upon receipt of a written authorization from the Employee, the Employer agrees to deduct from the wages of Employees from 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. In addition, each quarter, the Employer shall forward to the Union a list of all Employees with the Employee's address, telephone number, email address, dues status, FTE, PTE or temporary status, date of hire and seniority date.

5.5 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 social security numbers, and name of Employees on leave of absence.

5.6 Upon receipt of a voluntary written authorization form from the Employee, the Employer agrees to make a payroll deduction from an Employee's pay for the District 1199C Political Action Fund. The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

5.7 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of this implementation of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Employer hereunder. Once the funds are

remitted to the Union, or to the charity of the Employee's designated choice as the case may be, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union, or the charity as the case may be.



## **ARTICLE 6: UNION ACTIVITY, VISITATION AND BULLETIN BOARDS**

6.1 An authorized representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. Such visit shall not in any way interfere with patient care or efficient operation of the Hospital. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit. The union representative shall contact HR 24 hours before such visit. Request for weekend visits shall be made no later than 12 noon on Friday.

6.2 Whenever a Union delegate finds it necessary to investigate a grievance, he/she must receive the permission of his/her supervisor. Such investigations shall occur during non-work time. Permission shall not be unreasonably denied. In no event shall the investigation of grievances interfere with the orderly operation of the Hospital.

6.3 The Employer shall provide three (3) bulletin boards for the exclusive use of the Union for the purpose of posting of proper Union notices. Any items deemed inappropriate by the hospital shall be removed.

6.4 Employees elected as Union delegates shall be permitted to attend delegate assembly meeting without pay, provided such Employees give the Employer advance notice of same prior to the posting of the schedule and provided that Employer operations shall not be impaired.

## **ARTICLE 7: HIRING**

7.1 It being the desire of the parties to provide for an orderly system of recruitment and placement of workers on jobs in the institution, it is therefore agreed:

a) All open Bargaining Unit positions can be found internally on the Organizational Intranet site and posted on the bulletin board by the cafeteria.

b) The Union may utilize one (1) of the three (3) designated bulletin boards to post internal position openings.

## **ARTICLE 8: PROBATIONARY EMPLOYEES**

8.1 A newly hired full-time Employee shall complete his/her probationary period after he/she has been employed ninety (90) calendar days. A part-time Employee's probationary period shall be five hundred (500) work hours or 120 calendar days, whichever is earlier.

8.2 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 of this agreement.

## **RTICLE 9: PART-TIME EMPLOYEES**

9.1 Part-time Employees working twenty (20) or more hours per week shall receive fringe benefits on a pro-rata basis.

9.2 Part-time Employees who are a .5 FTE or higher shall be entitled to Life Insurance on a pro rata basis. Employees must work one thousand (1,000) hours or more in a calendar year to be eligible for Employer contributions or Employer match into the Hospital 403(b) plan. Part-time employees are eligible to purchase Short-Term Disability as per the terms of the Plan.

## **ARTICLE 10: HOURS OF WORK**

10.1 The regular work week for Employees shall consist of the number of hours per week regularly worked by such Employees up to a maximum of forty (40) hours per week. The regular work day for all full-time Employees shall consist of the number of hours normally worked in a day.

10.2 Nothing in this Agreement shall constitute a guarantee of hours of work per day or of days of work per week. However, any Employee who reports to work at his scheduled time not having been notified not to report shall be provided with work or be paid for a minimum of four (4) hours. Notification means a call/text to Employee's number on file. It is the Employee's obligation to advise the Hospital of changes in his/her number.

10.3 The Employer shall determine the starting and terminating time of each Employee consistent with the needs of Practice. The Employer will post schedules every two (2) weeks in a convenient area for Employees in each department.

10.4 In an eight (8) hour shift, Employees shall be entitled to two (2) fifteen (15) minute rest periods and an unpaid meal break of 30 minutes.

10.5 Employees who are late by seven (7) minutes or less will not be docked in pay but shall be counted as late under an attendance program.

## ARTICLE 11: WAGES

11.1 Effective the first full pay period in October, 2020, the following wage scale shall go into effect:

Job Title	Years of Experience									
	0	1	2	3	5	8	10	12	15	20
Administrative Coordinator/Office Coordinator	\$17.86	\$18.22	\$18.58	\$18.95	\$19.71	\$20.89	\$21.73	\$22.47	\$23.20	\$24.50
Materials Management/ Materials Supply Coordinator/Transport Tech	\$13.34	\$13.67	\$13.95	\$14.23	\$14.79	\$15.68	\$16.31	\$16.95	\$17.80	\$19.10
Receptionist	\$14.29	\$14.65	\$14.94	\$15.24	\$15.85	\$16.80	\$17.47	\$18.15	\$19.00	\$20.00
File Clerk	\$12.08	\$12.38	\$12.63	\$12.88	\$13.40	\$14.20	\$14.77	\$16.95	\$16.20	\$17.25
Food Service Worker	\$14.60	\$14.97	\$15.26	\$15.57	\$16.19	\$17.16	\$17.85	\$18.55	\$19.25	\$20.25
Distribution Tech/Supply and Distribution Clerk/ Mail/Duplicating Clerk	\$13.00	\$13.33	\$13.59	\$13.86	\$14.42	\$15.28	\$15.89	\$16.55	\$17.40	\$18.50
Medical Records Clerk	\$14.71	\$15.08	\$15.38	\$15.69	\$16.31	\$17.29	\$17.98	\$18.74	\$19.50	\$20.50
Medical Secretary/ Medical Secretary II/ Lead Administrative Assistant	\$14.29	\$14.65	\$14.94	\$15.24	\$15.85	\$16.80	\$17.47	\$18.15	\$19.00	\$20.00
Medical Scheduler	\$14.29	\$14.65	\$14.94	\$15.24	\$15.85	\$16.80	\$17.47	\$18.15	\$19.00	\$20.00
Unit Secretary	\$14.50	\$14.86	\$15.16	\$15.46	\$16.08	\$17.05	\$17.73	\$18.44	\$20.00	\$21.00
Department Secretary	\$14.29	\$14.65	\$14.94	\$15.24	\$15.85	\$16.80	\$17.47	\$18.15	\$19.00	\$20.00
Distribution Clerk	\$14.29	\$14.65	\$14.94	\$15.24	\$15.85	\$16.80	\$17.47	\$18.15	\$19.00	\$20.00
Service Technician	\$13.34	\$13.67	\$13.95	\$14.23	\$14.79	\$15.68	\$16.31	\$16.95	\$17.80	\$18.50
Central Services Technician	\$17.39	\$17.82	\$18.18	\$18.54	\$19.29	\$20.44	\$21.26	\$22.05	\$22.75	\$23.50
Diener	\$16.28	\$16.69	\$17.02	\$17.36	\$18.06	\$19.14	\$19.90	\$20.65	\$21.40	\$22.50
SPD Tech	\$18.00	\$18.45	\$18.91	\$19.38	\$19.86	\$20.36	\$20.87	\$21.10	\$21.40	\$21.93
Nursing Asst. CNA/ ER Tech	\$16.00	\$16.40	\$16.73	\$17.06	\$17.75	\$18.81	\$19.56	\$20.31	\$21.06	\$22.25

Medical Assistant

Certified	\$16.00	\$16.40	\$16.73	\$17.06	\$17.75	\$18.81	\$19.56	\$20.31	\$21.06	\$22.25
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Effective the first full pay in October, 2020, employees would be placed onto the correct seniority steps or receive 2%, whichever is greater.

11.2 Effective the first full pay in October, 2021, employees, where applicable, will move to the appropriate step or receive 2%, whichever is greater.

11.3 Effective the first full pay in October, 2022, employees, where applicable, will move to the next step or receive 2%, whichever is greater.

## ARTICLE 12: OVERTIME

12.1 Employees shall be paid one and one half (1 ½) times their hourly rate for all hours worked in excess of forty (40) hours in one (1) week. Paid leave will not count as hours worked for the purpose of calculating overtime. There shall be no pyramiding of overtime.

## ARTICLE 13: SHIFT DIFFERENTIALS; WEEKEND DIFFERENTIALS; LEAD WORKER; ON CALL; PRECEPTOR PAY

13.1 Employees shall work on the shift, shifts, or shift arrangements for which they were hired. Whenever the Employee requests a change of shift, he shall request same of his department head. Approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he is then working, and if more than one Employee applies, such change shall apply to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, the Employee shall have preference in filling vacancies on another shift in the classification in which he is then working over new Employees.

13.2 Employees within the same job classification may trade days off provided they do so within the same work week provided it does not cost the Employer any additional money as overtime. Approval of the department head shall be required upon advance written notice of the Employee initiating the request. Such approval shall not be unreasonably withheld.

13.3 In the event a new shift is established, the Employer will request volunteers. If no Employee volunteers, individuals may be selected for the shift assignment based on job classification in reverse order of seniority.

### 1. Shift Differential

	2020-21	2021-22	2022-23
Medical Asst. (CMA)	\$1 evening/\$1 night	\$1.25/\$1.80	\$1.50/\$2.25
MedicalAsst. (CMA/USC)	\$1/\$1	\$1.25/\$1.80	\$1.50/\$2.25
CSR/SPD Tech	\$1/\$1.80	\$1.25/\$1.80	\$1.50/\$2.25
Diener	\$1.25/\$2.25	\$1.25/\$2.25	\$1.50/\$2.25
Nursing Asst. On Payroll at Ratification	10%/15%	10%/15%	10%/15%
Nursing Asst. Hired After Ratification	\$1.50/\$2.25	\$1.50/\$2.25	\$1.50/\$2.25

**Should either party believe that a classification was inadvertently omitted from shift differential, it shall be discussed in Labor-Management.**

Individuals may be selected for shift assignment based on job classification in reverse order of seniority.

### 2. Weekend Differential



\$1.00/hour for life of the contract covering: SPD Tech; Central Supply Techs; Unit Secretaries; CNAs

3. Lead Worker Stipend

2020-21	2021-22	2022-23
\$.75/hour	\$.75/hour	\$1.00/hour

4. Preceptor

CNAs acting as preceptor shall receive \$250 per preceptee at the end of orientation and completion of paperwork and \$250 at the end of the year.

5. On Call

No change from prior contract

Admin. Assistant - \$2.50/hour

Clerk – Material Mgt - \$2.00/hour

## ARTICLE 14: SENIORITY

### 14.1 *Definition*

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

### 14.2 *Accrual*

- a) An Employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the date of his 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 periods specified in (b) above and during the time an Employee works in a specific job classification.
- d) Temporary Employees, as defined in this Agreement, shall have no seniority during the time they occupy the status of temporary Employees, but should temporary Employees become permanent Employees, their seniority will begin on the date of permanent employment with the Hospital.

### 14.3 *Loss of Seniority*

An Employee's seniority shall be lost when he:

- a) Quits, resigns, or takes a job elsewhere, when his regular work is available with the Employer.
- b) Is discharged for just cause;
- c) Is laid off or absent due to disability for a period of twelve (12) months or a period exceeding the length of the Employee's continuous service, whichever is less; or is absent on worker's compensation for a period of twenty-four (24) months or length of service, 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 seven (7) working days after being notified

by telegram or certified mail at the last address in Employer's records. Employer shall also send a copy of the notification to the Union.

- e) Fails to return following the end of a leave-of-absence, vacation or sick leave.
- f) While on leave of absence, takes another job during his normal working hours without written permission of the Hospital.
- g) Falsifies the reason for a leave of absence whether such leave is paid or unpaid.
- h) Fails to return following a disciplinary suspension.
- i) Is absent for twenty-four (24) consecutive hours without notifying Employer unless the Employee presents a reasonable excuse acceptable to the Employer.

#### 14.4 *Application*

- a) Bargaining Unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- b) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.

#### 14.5 *Layoff*

- a) In the event a layoff becomes necessary within a job classification, temps, probationary Employees, and per diems within that job classification shall be laid off first, 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 in inverse order of 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 present ability and qualifications to perform, then Bargaining Unit seniority shall prevail in assigning such Employees scheduled to be laid off to such position. This provision is not intended to circumvent the "Promotion" provision of this Agreement. When an Employee fills a vacant position, he shall be paid the wage rate of said position.
- c) Super-Seniority for Union Delegates. All delegates of the Union under this Agreement shall head the Bargaining Unit, departmental and classification seniority lists for the duration of their terms of office. At the expiration of their terms of office, or removal or resignation, they shall return to their regular seniority standing. Such super-seniority rights shall apply only in cases of layoff and recall provided the Employee can perform the work available.

14.6 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 has the present skill and ability 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 regular job and which he is qualified to perform, he shall receive the rate for the job which he is performing.

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

#### **14.7 *Promotion or Transfer***

a) Bargaining Unit seniority shall govern where skill and present ability to perform the new job are considered to be equal.

b) An Employee who is promoted shall serve a probationary period on the new job of ninety (90) days. If he is removed from the new job during the probationary period, he may be returned to his former job at his former rate of pay, without loss of seniority or other benefits, if that position is available. If his position is no longer available, he may return to a comparable position in which he is qualified at the rate of said position.

14.8 The Employer shall provide to the Union with a seniority list.

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

## **ARTICLE 15: RESIGNATION**

15.1 Resignations must be submitted in writing to the department head with a two (2) weeks' notice.

15.2 Employees with one (1) year or more seniority who resigns in accordance with the schedule in Section 1 shall be paid all accrued unused ETO. Any Employee who resigns without giving the proper notice shall not be entitled to any ETO pay, except in the case of a bona fide emergency. If any department is subcontracted out during the life of this agreement, ETO will be paid out to the Employees or transferred to the new employer. This would only apply to subcontracting. Proper notice shall be two (2) weeks which must be worked unless excused by the Hospital.

## **ARTICLE 16: DISCHARGE AND PENALTIES**

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

16.2 The Employer will notify the Union in writing of any discharge or suspension within seventy-two (72) hours from the time of discharge or suspension excluding holidays and weekends. The Union must provide the Employer an email contact for all discharges. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within ten (10) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 2 of the grievance procedure.

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

## **ARTICLE 17: GRIEVANCE PROCEDURES**

### **17.1 *Definition***

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

Step 1 The Employee or Employees affected and/or their Union Delegate shall take the matter up with his immediate supervisor within five (5) days of its occurrence, either directly or through a representative of the Union in an attempt to effect a satisfactory settlement. The immediate supervisor shall have ten (10) days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached, the grievant or Union may within five (5) days after the immediate supervisor answer appeal to –

Step 2 The grievance shall be reduced to writing and signed by the grievant and the Union and referred to the department's manager or his designee. The manager or his designee shall have ten (10) days after receipt of the grievance to give his answer. If no satisfactory settlement is reached within five (5) days after the manager's answer, the grievant or the union may appeal to-

Step 3 The grievance shall be reduced to writing and signed by the grievant and the Union and referred to the Hospital Human Resource Director or designee. The Hospital Human Resources Director or designee shall have ten (10) days after receipt of the grievance to give his answer. If no satisfactory settlement is reached within ten (10) days after the answer, the Union may appeal the matter to arbitration upon written notice to the Employer and the American Arbitration Association within thirty (30) days of the answer of the Hospital. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

### **17.2 *Effect of Failure to Appeal***

Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or to arbitration within the time limitations set forth herein.

### **17.3 *Effect of Settlement***

The disposition of any grievance at any step of the grievance procedure by agreement between the Employer 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.

### **17.4 *Computing Time Limitations***

Saturdays, Sundays, and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

### **17.5    *Discharge/Suspension***

An Employee who has been discharged or suspended shall bypass Step One & Step Two of the Grievance Procedure and file his grievance directly with the Human Resources Department within five (5) days of the discharge or suspension. The grievance shall then be processed in accordance with Step Three of the Grievance Procedure.

An Employee who is to be suspended or discharged shall have the right if he desires to have a Union delegate represent him.

The Union (which shall mean a union employed agent and not an employee delegate) will be notified by the Hospital of any discharge of an Employee within seventy-two (72) hours of the discharge excluding weekends and holidays.

### **17.6    *Class Grievance***

A grievance which affects a majority of the Bargaining Unit which the Employer's representative designated in Step One & Step Two lacks the authority to settle may initially be presented at Step Three by the Union representative.

17.7    All time limits specified herein shall exclude weekends and holidays.



## **ARTICLE 18: ARBITRATION**

### **18.1 *Authority of Arbitrator***

The arbitrator will make his findings and render his decision to resolve the disagreement. The arbitrator shall not have the jurisdiction to add to, modify, change or remove any terms of this Agreement.

### **18.2 *Effects of Decision***

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

### **18.3 *Expenses***

The expenses of the arbitration and the arbitrator's fee shall be borne equally by the parties.

### **18.4 *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 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. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved Employee(s) may have received from any source during the period for which back pay is claimed.

### **18.5 *Time Limits***

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the written agreement of the Union and the Hospital.

If the Hospital fails to respond to a grievance within the time limits set forth in this Article, the grievance may be moved immediately to the next step. In the event of a failure by the Employee or the Union to adhere to any of these requirements, the grievance shall be resolved on the basis of the Hospital's last response. In the event of a dispute over whether the parties failed to adhere to any of the requirements, the arbitrator shall make that determination.

## **ARTICLE 19: PERSONNEL FILES**

19.1 An Employee, and his Union representative and /or delegate, upon request of the Employee, may inspect the contents of his personnel file at a reasonable times during normal business hours under the following terms and conditions:

- a) He must make an appointment with the Human Resources Department
- b) He will not be paid for the time inspecting his file
- c) Nothing may be removed from the file; and
- d) Nothing may be written by the Employee or his representative or delegate on any papers in the file.

19.2 All written warnings on an Employee's records shall be cleared after twelve (12) months, provided that the twelve (12) months' period shall be free of similar infractions. This section shall not apply to final written warning/suspensions.

## **ARTICLE 20: HEALTH AND WELFARE**

20.1 Eligible Employees will be covered by the Hospital Health Care Plans under the same terms and conditions as unrepresented Employees.

20.2 The Plans in place at ratification will remain in place through December 31, 2020. The subsidy for those who had Bronze or Silver coverage under the AAHS plan shall remain in effect through December 31, 2020.

20.3 The parties agree to a reopener regarding health care coverage for 2021, 2022, and 2023. The parties agree to begin negotiations at the beginning of October, 2020. If agreement is not reached by November 15, 2020, the Union shall have the right to strike and the Hospital shall have the right to implement its last proposal.

## **ARTICLE 21: PENSION**

21.1 Bargaining Unit Employees can elect to participate in the Hospital's 403(b) program as any other hourly non-Bargaining Unit Employees. Employees must work one thousand (1,000) hours or more in a calendar year to be eligible for an Employer contribution in the following year.

## ARTICLE 22: PAID TIME OFF

22.1 All full time and regular part time Employees (.5 and above) shall begin accruing earned time off (ETO) and Income Protection Time (IPT) on the first (1st) day of the pay period on which they were hired. Employees shall accrue ETO hours each pay period based on length of service and scheduled hours. Scheduled hours shall be defined as the number of hours an Employee is regularly scheduled to work. Biweekly and annual accruals for Employees shall be:

Length of Service	ETO		IPT	IPT
	Bi-Weekly Accrual	Annual Accrual	Bi-Weekly Accrual	Annual Accrual
0-4Years	5.54 hours	144.04 hours	3.70	96
4 Years to 10 Years	7.08 hours	184.08hours	3.70	96
10+ years	8.62 hours	224.12 hours	3.70	96

The bi-weekly and annual accrual shown above applies to an eligible Employee who is in a position with eighty (80) or more regularly scheduled hours pay period. An Employee who is in a position that is regularly scheduled less than eighty (80) hours per pay period but at least forty (40) hours per pay period will receive a bi-weekly accrual that is pro-rated based on eighty (80) hours.

22.2 The hours in an Employee's ETO accrual shall not exceed one hundred and fifty percent (150%) of the Employee's Annual Accrual. At the point the limit is reached, accruals will cease until the hours balance reduced below the limit. ETO hours do not accrue in any pay period in which the Employee's hours balance, as of the beginning of pay period, is at the cap. In the pay period in which an Employee reaches the cap, the amount of accrual is determined based on the ETO balance as of the beginning of the pay period and does not take into account PTO used during the current pay period, if any. Accruals shall begin in the pay period immediately following the pay period in which the hours balance is reduced below the cap.

22.3 Employees may use ETO during paid or unpaid leaves of absence, but no ETO shall accrue during an unpaid leave of absence as defined in Article 30.

22.4 Employees will request the use of ETO by submitting a request to their supervisor. The request of the use of the ETO shall not be unreasonably denied.

22.5 Employees may utilize ETO in four (4) hour increments, and ETO may be utilized to supplement Workers' Compensation payments or other disability payments.

22.6 Employees may sell back ETO in an amount of up to eighty (80) hours per calendar year at seventy-five percent (75%) of pay. Employees who sell their ETO must have forty (40) hours remaining in their ETO bank.

22.7 If an Employee is absent due to extended illness or medical emergency for themselves or a parent, spouse or child, and does not have the hours available in their ETO account, then other Employees may voluntarily donate any ETO time they have accrued on the Employee's behalf. The hours donated will be transferred to the recipient's ETO account shall be converted to a representative number of hours based on the dollar value of the donated time divided by the recipient's rate of pay.

22.8 Accrued and unused ETO shall be paid out at the time of termination, except termination for cause, less withholding of applicable payroll taxes.

22.9 Full-time Employees shall earn Income Protection Time (IPT) in accordance with the schedule set forth in Section 22.1 above.

22.10 IPT shall be used to reimburse an employee for time missed due to an employee's serious medical condition as defined under FMLA and provided the employee provides the required documentation.

22.11 If an employee is absent due to an employee's illness and the illness is a non-qualifying event under FMLA, IPT shall be used after the first four (4) consecutive days of absence. In the event an employee is absent due to the employee's illness which is a qualifying event under FMLA, IPT shall be applied retroactively to the first day and the employee's ETO bank shall be replenished if eligible.

22.12 If an employee is absent for seven (7) or more consecutive days, the employee must apply for a leave of absence.

22.13 IPT is not earned while an employee is on any leave of absence.

22.14 To qualify for short-term disability, the employee must be out fifteen (15) days or exhaust his/her IPT, whichever is greater.

22.15 The maximum accrual of IPT shall be as follows:

Employees who are regularly scheduled to work 80 hours per bi-weekly pay	70 days
Employees who are regularly scheduled to work 72 hours per bi-weekly pay	63 days
Employees who are regularly scheduled to work 64 hours per bi-weekly pay	47 days

## **ARTICLE 23: HOLIDAYS**

23.1 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas shall be designated holidays. Each regular full time Employee (.8 FTE and above) not scheduled to work on any such holiday shall be paid eight (8) hours holiday pay provided they worked the last scheduled shift before and first scheduled shift after the holiday (and the holiday itself if scheduled.)

23.2 Any Employee who works on a holiday shall be paid for all hours worked at a rate of one and one half (1 ½) times the Employee's regular hourly rate.

23.3 Martin Luther King, Jr. Day of Service.

The parties agree to a reopener regarding whether and under what conditions MLK Birthday would be a holiday or service day. The parties agree to begin negotiations by the beginning of October, 2020. If no agreement is reached by November 15 (unless otherwise extended by the parties), the Union shall have the right to strike and the Hospital shall have the right to implement its last proposal.

## **ARTICLE 24: JURY DUTY**

24.1 Regular full time Employees and regular part time called to jury duty shall receive their regular pay for a period of up to eighty (80) hours for full time and forty (40) hours for part time Employees within a twenty four (24) month period. Employees will be required to turn in any stipends and Employees must provide proof of jury duty service immediately following notification. Any additional time served on jury duty by the Employee during this period shall be without pay.

24.2 All Employee benefit accruals shall continue during jury duty service including the accrual of ETO. The Employee will continue to be responsible for their portion of any health and wellness benefits during service.

24.3 The Employee should continue to report to work on days or part days when excused from jury duty or whenever time spent on jury duty does not match regularly scheduled for work.

24.4 It is the Employee's responsibility to report for employment at the end of an approved leave for jury duty. Failure to do so may result in disciplinary action up to and including termination of employment.



## **ARTICLE 25: BEREAVEMENT LEAVE**

25.1 In the event of a death in the immediate family, all full time Employees (.8 FTE and above) will be allowed for up to three (3) consecutively scheduled shifts (to a maximum of twenty-five (24) hours) off with pay immediately following the death, to arrange or attend the funeral. Bereavement leave must be taken within the seven day period following the death.

25.2 "Immediate family" is defined as spouse, children, parents, siblings, grandparents, grandchildren and corresponding step- and in law relationships or close relative living with the Employee. This definition also includes individuals who are not legally related but who reside with the Employee.

A regular part-time employee is allowed one (1) regularly scheduled shift up to a maximum of eight (8) hours.

25.3 ETO may be used to supplement Bereavement Leave.

## **ARTICLE 26: UNIFORMS**

26.1 Annually Dietary Employees will continue to receive the following:

Full time – Five (5) uniforms

Part time – Three (3) uniforms

Per Diem – One (1) uniform

## **ARTICLE 27: TEMPORARY TRANSFERS**

27.1 Employees may be temporarily transferred to other jobs in order to provide for efficient operation. When an Employee performs work of four (4) hours or more in any day in a higher rated classification than that in which he is normally classified at the request of the Hospital, he shall be paid at his normal rate or the minimum rate of the higher classification, whichever is higher.

## **ARTICLE 28: LEAVE OF ABSENCE**

### **28.1   *Family Medical Leave***

Bargaining Unit Employees will be eligible for Family Medical Leave in accordance with federal, state, and local law.

### **28.2   *General Leave***

General Leave of absence may be granted to eligible Employees, at the discretion of the Hospital, who require extended time off from work for emergencies or other extenuating circumstances in accordance with the Employer's policies. General Leaves will not extend at the discretion of the facility beyond the initial sixty (60) days under special circumstances, as determined on an individual basis by the Department Head/Director and Human Resources Director. During such leave, the Hospital reserves the right to fill the Employee's position. Employees on approved leaves of absences shall have their medical insurance, dental insurance, short and long term disability and life insurance carried, at the full expense and responsibility of the Employee.

## **ARTICLE 29: SAFETY**

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

### **ARTICLE 30: NO DISCRIMINATION**

30.1 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, age or sexual preference. 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 31: MISCELLANEOUS**

31.1 Employees shall be required to maintain their current address on file with the Human Resources Department. All notices to Employees will be considered as to have been properly sent if they are sent to the last address of record or, in cases of shift cancellation, to his/her phone number, including texts to cell phones.

### **31.2 *Bargaining Unit Work***

Supervisors shall not do work normally performed by Bargaining Unit Employees, except for the purpose of instruction, training, supervision, filling in for absenteeism, emergencies, or where the normal duties of supervisors overlap the duties of Employees.

An emergency is herein defined as any condition beyond the Employer's control or 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.

### **31.3 *Change of Starting Time***

In the event that 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 that 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.

### **31.4 *Reporting Time***

An Employee who reports for work at the start of his regular assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of four (4) hours pay at the regular hourly rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or other conditions or causes beyond the control of the Employer.

### **31.5 *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. Prior to the negotiation of the wage rate, the Employer, upon request, shall submit to the Union the description of the new position or change in the duties of the existing position.

31.6 The Hospital will review annually at year-end the actual hours worked by part-time employees to insure that their FTE classification is accurate, excluding hours worked to cover employees on leave or to cover call outs. Should an employee believe he/she has been working a

full-time schedule for the first six months of the year, he/she may request a review by the Director of Human Resources in July, which request for review will be honored.

31.7 In order to promote the highest level of patient care, the parties agree to establish a Labor-Management Committee to review practices and make recommendations regarding patient and employee safety, employee training and other issues of material concern within the Hospital. The Committee will meet quarterly and consist of 3 representatives of management and 3 representatives of the Union. The first meeting shall occur within sixty (60) days of ratification and will discuss the Hospital policies on employee call outs.



## **ARTICLE 32: SUCCESSOR**

32.1 Should OpCo sell the Hospital, the sale will require the Buyer to staff bargaining unit positions by offering employment to employees in the affected classifications at their then current wage rate. For such employees hired by the Buyer, the Buyer shall assume their accrued, unused ETO.

32.2 Within 20 days after a definitive Agreement of Sale is executed, OpCo will give the Union notice of the sale and a copy of the provisions in the sale Agreement which mandates the requirements specified in Section 32.1 above.

32.3 Employees not hired by the Buyer or who decline offers of employment by Buyer will be paid their accrued, unused ETO as per Article 22, section 22.8.

### ARTICLE 33: DURATION

33.1 This agreement shall go into effect upon ratification and shall continue in full force and effect until midnight September 30, 2023 and thereafter from year to year unless either party gives written notice to the other ninety (90) days prior to the expiration date or of any succeeding yearly expiration date of a desire to negotiate with respect to the terms and conditions of this Agreement.

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

**STC OpCo, LLC, D/B/A  
SAINT CHRISTOPHER'S HOSPITAL  
FOR CHILDREN**

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

*CM J D'Am*  
Counsel, STC

\_\_\_\_\_

*July 8, 2020*  
DATE

\_\_\_\_\_  
DATE

## APPENDIX A: DUES CHECK-OFF

Hospital	Social Security No.	Init. Res.	Job Cat.	Dues Amt.	Starting Date

DO NOT WRITE IN ABOVE SPACE - FOR OFFICE USE ONLY  
 National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO  
 1319 Locust Street, Philadelphia PA 19107  
 APPLICATION FOR MEMBERSHIP

Please Print

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

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

Signed \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

### CHECK-OFF AUTHORIZATION

Date \_\_\_\_\_, 20\_\_\_\_

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

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

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

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

Print Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

## APPENDIX B: CONSCIENTIOUS OBJECTOR CHECK-OFF AUTHORIZATION

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

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

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

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

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

Social Security Number \_\_\_\_\_

Clock Number \_\_\_\_\_

Department \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

APPENDIX C: POLITICAL ACTION CHECK-OFF

**Political Action-Protection for your future**

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employed at \_\_\_\_\_

Department \_\_\_\_\_ Job Title \_\_\_\_\_

Amount of Pledge \_\_\_\_\_ per yr. \_\_\_\_\_ 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 \_\_\_\_\_