

COLLECTIVE BARGAINING AGREEMENT

by and between

**THE FOUNTAINS
at
LOGAN SQUARE EAST**

and

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

November 16, 2004 to November 15, 2007

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THIS AGREEMENT, made and entered into this 16th day of November, 2004, by and between THE FOUNTAINS at LOGAN SQUARE EAST (hereinafter called the "Employer" or "Community") and DISTRICT 1199C, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO (hereinafter called the "Union"), with its offices at 1319 Locust Street, Philadelphia, PA 19107, acting herein on behalf of the Employees of the said Community, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

WITNESSETH

WHEREAS, the Community recognizes the Union as the exclusive collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

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

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

ARTICLE I RECOGNITION

Section 1. (a) The Fountains at Logan Square East hereby recognizes the Union as the sole and exclusive collective bargaining agent during the life of this Agreement for the full-time and regular part-time non-professional employees employed by The Fountains at Logan Square East at its facility located at Two Franklin Town Boulevard, Philadelphia, Pennsylvania, including Nurses' Aides, Food Service Employees, Housekeeping/Laundry Employees, Maintenance Employees, Unit Clerks, Activity Aides, Inventory Clerks and excluding all professional employees, office clerical employees, management employees, guards and supervisors as defined in the National Labor Relations Act.

(b) A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The three (3) month period may be extended with the Union's consent. Such a consent will not be unreasonably withheld. All temporary employees shall be required to become a member of the Union after three (3) months and shall thereafter be entitled to the job rate under the contract, as well as holidays. No other benefits shall be paid until a temporary employee has worked for six (6) months when the employee shall be entitled to all contractual benefits.

Section 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 I, Section 1 hereof.

Section 3. At the time a new employee subject to this Agreement is hired, the Community shall deliver to such Employee a written notice that the Community recognizes and is in contractual relations with the Union.

ARTICLE II UNION SECURITY

Section 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.

Section 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.

Section 3. All Employees hired after the effective date of this Agreement shall become members of the Union after completion of the probationary period and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 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.

Section 5. An Employee who has failed to maintain membership in the Union in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

Section 6. The Union agrees that it will indemnify and hold the Community harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE III CHECK-OFF

Section 1. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A", the Community shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's probationary period, and remit to the Union, regular monthly dues, initiation fees and/or assessments, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Community agrees to make the revised deduction from the Employee's pay upon thirty (30) days' written notice from the Union.

Section 2. Upon thirty (30) days' written notice from the Union, the Community agrees to remit said dues and initiation fees to the Philadelphia office of the Union, as designated in said notice.

Section 3. Employees who do not sign written authorization for deductions must adhere to the same payment procedure by making payments directly to the Union.

Section 4. The Community shall not be obliged to make dues deductions of any kind from any Employee who, during the pay period in which dues are deducted, shall have failed to have received sufficient wages to equal the dues deduction.

Section 5. Each month, the Community shall remit to the Union all deductions for dues and initiation fees made from the wages of Employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.

Section 6. The Community agrees to furnish the Union each month with the names of newly-hired Employees, their addresses, social security numbers, classifications of work, dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.

Section 7. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "B", the Community shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's probationary period, the sum specified in said authorization and remit same to the District 1199C Credit Union to the credit or account of said Employee. It is understood that such check-off remittance shall be made by the Community whenever feasible.

Section 8. The Community 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 "C". This deduction shall be made only once per year for those Employees in the bargaining unit authorizing the deduction. The Community shall remit the lump sum of all deductions to District 1199C by separate check.

Section 9. It is specifically agreed that the Community assumes no obligation, financial or otherwise, arising out of any of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Community harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Community hereunder. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE IV MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Community shall have the right to manage and operate its business in such manner as it sees fit except to the extent restricted or prohibited by the express and specific terms of this Agreement. The rights enumerated below are

illustrative only and are not meant to limit the effectiveness of this general statement of management's rights.

Section 2. The management of the Community and the direction of the working force are vested exclusively with the Community. Except where expressly abridged by a specific provision of this Agreement, the Community retains the sole right to hire, discipline, discharge for just cause, layoff and promote; to determine or change the starting and quitting time and the number of hours worked; to promulgate rules and regulations; to assign duties to the work force; to assign or transfer, temporarily or permanently, Employees to other departments or classifications as operations may require; to introduce new or improved methods or facilities; and in all respects to carry out ordinary and customary functions of management. Matters of inherent managerial policy are reserved exclusively to the Community. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Community, standards of service, budget, utilization of technology, organizational structure, and selection and direction of personnel. The Community reserves the right to discontinue operations in whole or in part, to subcontract, to transfer, to sell or otherwise to dispose of its business in whole or in part, to determine the number and types of Employees required, and to otherwise take such measures as management may determine to be necessary, to the orderly or economical operation of the business. The above set forth management rights are by way of example, but not by way of limitation.

Section 3. The Union recognizes that the Community may introduce a revision in the method or methods of operation, which will produce a revision in job duties and reduction of personnel in any department. The Union agrees that nothing contained in this Agreement shall prevent the implementation of any program and or work force reductions on any program to be hereafter undertaken by the Community.

Section 4. Nothing contained herein is to be construed to mean that a worker or group of workers have inherent rights to a particular task or job; however, wherever practical, any assignments or task should fall within the responsibilities of the job for which the Employee was hired.

Section 5. The Community retains the exclusive right to subcontract any work, service or functions whenever, in the Community's sole judgment, it deems it economic or efficient to do so. In addition, the Employer agrees to advise the Union of such decision, and to meet and discuss the effects of the subcontracting decision on members of the bargaining unit.

Section 6. The Union, on behalf of the Employees, recognizes that the primary obligation of the Community is to insure the safety and comfort of the residents. The Community agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE V
NO STRIKE OR LOCKOUT

Section 1. No Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Community.

Section 2. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Community, or ratify, condone or lend support to any such conduct or action.

Section 3. The Union agrees that in the event an unauthorized strike or work stoppage of any kind occurs it will immediately notify the Employees involved of the violation of this Article and advise them to return to work immediately. The Union will also promptly notify the Community of its actions and that the Employees' action is unauthorized. After notification to the Community by the Union, those members who continue the unauthorized activity may be discharged or otherwise disciplined subject to the grievance and arbitration Articles of this Agreement.

Section 4. The Community agrees that it will not lock out Employees during the terms of this Agreement.

ARTICLE VI
UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

Section 1. An authorized representative of the Union shall have reasonable access to the Community's premises for the purpose of conferring with the Community, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. When the Union representative enters the Community's premises, he/she shall notify the Executive Director or person in charge of his/her visit so that his/her activities do not interfere with resident activities or resident care or the efficient operation of the facility. The Community will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit.

Section 2. A Union delegate who must visit a department other than his/her own for purposes of investigating a grievance must first obtain the permission of his/her supervisor and must obtain the permission of any other department head before speaking to an Employee in another department. Such permission shall not be unreasonably denied.

Section 3. The Community shall provide an enclosed bulletin board. The location of the bulletin board will be determined by a Committee of Union and Community members. The bulletin board shall be for routine Union business and shall not be used for controversial or political purposes.

Section 4. The work schedule of Employees elected as Union delegates shall be adjusted to permit their attendance at delegate assembly meetings provided that the Community's

operation shall not be impaired and provided further that the Union gives the Community fourteen (14) calendar days' advance notice in writing to the Executive Director or his/her designate. An employee who serves as a union delegate shall be granted two (2) days off per year without loss of wages or benefits to attend union seminars or conferences that require delegates' attendance.

ARTICLE VII DISCHARGE AND PENALTIES

Section 1. The Community shall have the right to discharge, suspend or discipline any Employee for just cause.

Section 2. The Community will notify the Union in writing of any discharge or suspension within three (3) working days from the time of discharge or suspension. Notification to the Union's office by facsimile shall constitute notification pursuant to this provision. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Community within five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 3 of the grievance procedure.

Section 3. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays as defined in the Agreement.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1. An Employee and/or the Employee's union delegate/representative must first verbally discuss a grievance with the Employee's supervisor within seven (7) working days of the occurrence giving rise to the grievance.

Step 2. If the matter is not settled in Step 1, within ten (10) working days (except as provided in Article VII entitled "Discharge and Penalties") of the completion of Step 1, an Employee having a grievance and/or his/her Union delegate or other representative shall present it in writing to his/her department supervisor or department head. The Community shall give a written response to the Employee and/or Union delegate or other representative within five (5) working days after the presentation of the grievance. A hearing on the grievance shall be convened if requested by either party.

Step 3. If the grievance is not settled in Step 2, the grievance may, within ten (10) working days after the answer in Step 2, be presented in Step 3. The grievance shall be reduced to writing, signed by the grievant and his/her Union representative, and presented to the Executive Director or his designee. A grievance so presented in Step 3 shall be answered by the Community in writing within ten (10) working days after its presentation. If the grievance is not settled within thirty (30) days of Community's written answer, it may be referred to arbitration. A hearing on the grievance shall be convened if requested by either party.

Section 2. Anything to the contrary notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified above.

Section 3. Without waiving its statutory rights, a grievance on behalf of the Community may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

Section 4. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays as defined in this Agreement.

Section 5. A grievance which affects a substantial number, i.e., three (3) or more, or class of employees, and which the Community representative designated in Step 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

Section 6. The time limits and procedure provided in this Article for the presentation and appeal of a grievance at any step are absolute, and the failure of the Union or the aggrieved Employee to proceed at any step within the time prescribed or in the manner prescribed shall constitute the Union's acceptance of the Community's position. Failure on the part of the Community to answer a grievance at any step allows the grievance to proceed to the next step. The time limits and procedure provided in this Article for the presentation and appeal of a grievance at any step may be extended by mutual agreement of the Union and the Community.

ARTICLE IX ARBITRATION

Section 1. A Grievance which has not been resolved may, within thirty (30) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the Community or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the voluntary Labor Arbitration rules then prevailing of the American Arbitration Association.

Section 2. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 3. If the discharge of an Employee results from conduct relating to a resident and the resident does not appear at the Arbitration, the arbitrator shall not view this as detrimental to the Community's case.

Section 4. The arbitrator shall have no power to add to, subtract from, nullify, ignore or modify any of the terms of this Agreement. He shall consider and decide only the particular issue presented to him/her in writing by the Community and the Union, and his/her decision and award shall be based solely upon his/her interpretation or application of the terms of this Agreement. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall render no award. No award rendered shall be retroactive beyond the date the grievance was originally filed with the Community, the Union and the Employee or Employees involved.

Section 5. Each arbitration hearing shall deal with not more than one (1) grievance except by mutual written agreement of the Community and the Union.

ARTICLE X PROBATIONARY EMPLOYEES

Section 1. Newly hired Employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence.

Section 2. During or at the end of the probationary period, the Community may suspend, demote, discipline or discharge any such Employee and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XI SENIORITY

Section 1. Definition.

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

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

Section 2. Accrual.

(a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

(b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay for a period of up to six (6) months for Employees with more than one (1) year of seniority. Benefits will not be accrued or paid during such a leave, except for payment of earned vacation.

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

(d) Temporary Employees, as defined in this Agreement, shall have no seniority during the time they occupy the status of temporary Employees, but should temporary Employees become permanent Employees, then their seniority shall be retroactive to their date of employment.

Section 3. Loss of Seniority.

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

- (a) The Employee is discharged for just cause.
- (b) The Employee quits or retires.
- (c) The Employee is absent from work for two (2) consecutive working days without prior and proper notification to the Community, unless the Employee presents an excuse acceptable to the Community, provided that this provision shall not be construed as authorizing absence for any period.
- (d) The Employee, when recalled from layoff, fails to inform the Community of his/her intent to return to work within five (5) calendar days after the date on which the notice of recall is received at the Employee's address as shown on the records of the Community or he/she fails to report to work when scheduled to report by the Community. Employee notice will be sent by certified mail, a copy of which will be sent to the Union.
- (e) The Employee fails to return to work on the day following the expiration of a leave of absence or vacation, unless the Employee presents an excuse acceptable to the Community, provided that this provision shall not be construed as authorizing absence for any period.
- (f) While on a leave absence, the Employee takes another job during his/her normal working hours without written permission of the Administrator.
- (g) Layoff of one (1) year or more.
- (h) The Employee falsifies the reason for a leave of absence whether such leave is paid or unpaid.

Section 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.

Section 5. Layoff.

(a) In the event a layoff becomes necessary within a job classification, Employees not covered by this Agreement in the job classification will be laid off first, then probationary Employees within that job classification shall be laid off next, without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their classification seniority.

(b) In the event an Employee is scheduled to be laid off in one department and there exists a vacant position or a less senior Employee in another classification in another department and the Employee scheduled for layoff has worked in the job classification within the Community and has the seniority and ability, then job classification seniority shall prevail in determining who shall be laid off. This provision is not intended to circumvent the job posting provisions of this Agreement. When an employee fills a vacant position or exercises his/her bumping rights, he/she shall be paid the wage rate of said position. When an Employee exercises such bumping rights, he/she will bump the least senior Employee in that classification.

(c) Superseniority shall be provided to delegates only for purposes of layoff and recall.

Section 6. Job Posting.

(a) When the Community creates a permanent new full-time position or regular part-time position or seeks to fill a permanent vacancy occurring in an existing full-time position or regular part-time position, the Community agrees to post a notice of such opening for seven (7) consecutive business days (to include at least one (1) weekend day) on a bulletin board in the facility. The Community's selection of an applicant for such opening shall be based upon a consideration of the following factors among the applicants:

- (i) Seniority.
- (ii) Ability (including knowledge, skill, aptitude and experience) - seniority shall be controlling where the factors listed in (b) are equal.

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

(c) Disputes under this provision shall be subject to the grievance and arbitration provisions of this Agreement.

(d) An Employee must remain in a job classification for at least three (3) months before he or she can laterally transfer into another position.

Section 7. Temporary Transfer

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

Section 8. Seniority List.

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

Section 9. Recall.

(a) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he/she has worked in the classification at the Community. When an Employee is recalled to a job other than his/her regular job and which he/she is qualified to perform, he/she shall receive the rate for the job which he/she is performing.

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

ARTICLE XII SHIFTS

Section 1. Regular full-time Employees shall work on shift arrangements for which they were hired. This shall not be construed as conflicting with the needs of a particular department.

This should not be construed as restricting voluntary acceptance of work. Whenever the Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working, and if more than one Employee applies, such change shall apply to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, the Employee shall have preference in filling vacancies on another shift in the classification in which he/she is then working over new Employees.

Section 2. Employees may trade days off provided they do so within the same work week and provided it does not cost the Community any additional money as overtime. The change request must be in writing and submitted to the immediate supervisor or designee for his/her approval prior to the change. Both Employees must sign the request before the change will be considered.

ARTICLE XIII HOURS OF WORK

Section 1. The regular work day for all full-time Employees shall consist of the number of hours normally worked in a day, excluding an unpaid lunch period of one-half (½) hour. Employees shall be entitled to combine their lunch and two fifteen minute breaks with the permission of their immediate supervisor, which shall not be unreasonably withheld.

Section 2. The Community will post work schedules at least seven (7) days in advance of the work week. If the Community does not post the work schedules in accordance with this paragraph and an employee is disciplined for not reporting to work at the assigned time, the Union may file its grievance initially in Step 3 of the Grievance Procedure.

Section 3. Regular part-time Employees shall be defined as those employees who are normally scheduled twenty (20) hours or more per week but less than thirty-two (32) hours per week.

Section 4. Part-time Employees who work twenty (20) or more hours per week shall receive vacation, holidays, sick days, jury duty pay and funeral leave. Eligible part-time Employees will receive a pro rata share of the benefits listed above based on the average number of hours worked per week in the prior anniversary year.

Section 5. All regular full-time Employees shall have every other weekend off. Those Employees with any greater benefit shall maintain said benefit. This restriction shall not preclude the Community from offering flexible schedules to Employees who wish to work weekends on a more regular basis, nor will it preclude the Community from advertising for and hiring Employees to work flexible schedules requiring additional weekend work. The weekend restrictions in this section will not apply to Employees hired after November 16, 2000 during their first year of employment.

Section 6. The Community shall first offer additional available hours to part-time Employees in the classification on the basis of seniority.

Section 7. Employees who are not scheduled for work and who are asked to come in and who report within one (1) hour of the start of the shift for which they are called in, will be paid for the full shift, it being understood that employees will report to work as soon after being called as possible.

**ARTICLE XIV
OVERTIME**

Section 1. Overtime pay shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. All Employees whose normal scheduled work day is seven and one-half (7-1/2) hours per day shall be paid overtime for all hours worked over seven and one-half hours per day or over seventy-five (75) hours per pay period. All other Employees shall be paid overtime pay for all hours worked over eight (8) hours a day or eighty (80) hours per pay period. Overtime shall not be pyramided.

Section 2. When overtime is necessary within a department, the department shall first attempt to secure volunteers from within the classification on the shift where the overtime is needed. If the Community cannot secure sufficient volunteers on the shift, employees within that classification on that shift shall be required to perform the overtime work on a rotating basis, with part-timers first, then full-timers in accordance with reverse job classification seniority. Where practical, required pre-scheduled overtime shall be distributed equally among Employees within the job classification as long as they have the skill and ability to perform the work. If an Employee has been overlooked by the Community in the assigning of overtime, the Employee's only remedy shall be a preference for working overtime in the future until he/she has worked or be offered his/her share of overtime opportunities.

**ARTICLE XV
GENERAL PROVISIONS**

Section 1. The Community will continue its past practice with respect to providing a break room, correcting payroll errors, providing in-service training and parking in designated spots.

Section 2. In the Nursing Department, the past practice of "pulling" will continue, but the Community shall reserve the right to assign employees in case of an emergency.

Section 3. The Community will provide uniforms to employees as follows:

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

New hires shall receive the number of uniforms set forth above within thirty (30) days of their hire, except for nursing employees. Nursing employees shall receive the number of

uniforms set forth above within ten (10) calendar days after successful completion of the probationary period.

After ratification of this Agreement, all bargaining-unit employees who have successfully completed their probationary period shall, within thirty (30) days, be made whole with regard to the number of uniforms they are entitled to above. Thereafter, bargaining-unit employees shall receive uniforms on or before the anniversary of each contract year. In no event shall the application of this language result in an employee receiving more than the number of uniforms set forth above in any contract year.

If the Employer does not adhere to the above schedule for distribution of uniforms, the Union may file its grievance initially in Step 3 of the Grievance Procedure.

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

Section 4. An Employee who is late for work shall not have his or her pay docked for the first five (5) minutes of lateness, but shall be subject to discipline.

ARTICLE XVI PERSONNEL FILES

Section 1. An Employee, and his/her Union representative and/or delegate, upon written consent of the Employee, may inspect the contents of his/her personnel file under the following terms and conditions:

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

Section 2. All minor infractions on an Employee's record shall be inactive after twelve (12) months, provided that the twelve (12) months' period shall be free of related infractions. This provision shall apply to absenteeism and tardiness only.

Section 3. Any Employee whose job performance or conduct becomes subject to an official evaluation shall have the right to participate in a review of such evaluation. An Employee who disagrees with the evaluation shall have the right to express his/her written opinion of the evaluation and the written opinion will be attached to the evaluation form and placed in his/her personnel file.

**ARTICLE XVII
MISCELLANEOUS**

Section 1. Correct Home Address and Phone Number.

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

Section 2. Bargaining Unit Work.

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

Section 3. Change of Starting Time.

In the event that the Community wishes to permanently change an Employee's starting time, the Community shall notify the Employee in writing of such change two (2) weeks in advance. In the event that the Community wishes to temporarily change an Employee's starting time due to some emergency or other condition beyond the Employer's control, no advance written notice is necessary, but the Employer will attempt to notify the Employee as far in advance as possible. This provision shall not apply to probationary Employees.

Section 4. Reporting Pay.

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

Section 5. Unclassified Jobs.

If the Community should establish a new position or change the duties of any Employee to such an extent that the Employee's work does not fall within any classification covered by this Agreement and yet involves duties which render the Employee subject to the Agreement, the wage rate of such Employee shall be determined by the Community subject to the grievance and arbitration procedure.

Section 6. Call Out.

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

**ARTICLE XVIII
RESIGNATION**

Section 1. An Employee who resigns shall give the Community ten (10) calendar days' written notice.

Section 2. An Employee who gives written notice of resignation, as provided above, shall be entitled to receive payment for earned vacation time unused and one-half (½) of earned sick leave unused on the effective date of the resignation or termination. If notice is not given as provided above, an Employee shall not be entitled to terminal benefits.

**ARTICLE XIX
UNPAID LEAVES**

Section 1. Leaves of Absence.

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

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

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

Section 2. Disability Leave.

Leaves of absence due to injury, illness or maternity may be granted to an Employee who has completed the probationary period. A leave of absence may be granted on a month-to-month basis. Requests for extensions must be in writing. Such extensions shall not be unreasonably denied and the total length of a leave and any extensions may not exceed one (1) year. In requesting a leave of absence, the Employee must give prompt written notice of disability to the Community.

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

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

Upon return to work from a leave of absence, an Employee will be restored to the job previously held, or a comparable job with regard to work and rate of pay. (i.e., an Employee on the first shift who goes on a leave of absence shall upon return to work be returned to the first shift). The replaced Employee will be transferred or laid off in accordance with the provisions of this Agreement.

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

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

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

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

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

Section 3. Military Leave.

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

Section 4. Union Business Leave.

A leave of absence for a period not to exceed two (2) years shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Community.

Section 5. Family And Medical Leave Act.

The Community shall comply with the provisions of the Family and Medical Leave Act. Those Employees with a greater benefit shall maintain said benefit.

**ARTICLE XX
PAID LEAVES**

Section 1. Funeral Leave.

(a) In the event of the death of an Employee's parent, spouse, child, brother, sister, legal guardian, grandparent or grandchild, any Employee who has completed his/her probationary period will be allowed up to three (3) regular scheduled days off with pay at his/her regular straight-time rate between the date of death and the day after the funeral. In the event of the death of an Employee's parent-in-law, brother-in-law or sister-in-law an Employee who has completed his/her probationary period will be allowed one (1) day off with pay at his/her regular straight-time rate between the date of death and the day after the funeral.

(b) If an employee is required to travel one hundred (100) miles or more to attend the funeral, the employee may take off an additional three (3) days without pay with the permission of his/her supervisor, which shall not be unreasonably withheld.

(c) There shall be no duplication of payment that the Employee may otherwise receive under this Agreement. Proof of death and verification of relationship may be required.

Section 2. Jury Duty Pay.

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

Section 3. Short-Term Disability.

The Employer shall provide the same short-term disability coverage to full-time bargaining unit Employees and regular part-time Employees who are scheduled to work 20 or more hours per week as is provided to non-bargaining unit employees of the Community.

**ARTICLE XXI
HEALTH INSURANCE**

Section 1. Eligibility for Benefits. All regular full-time Employees (those scheduled for 32 hours or more per week) who have completed the probationary period will be eligible to enroll in the Community's health insurance plan (the "Plan"), which shall be the same health insurance plan offered to non-bargaining unit employees of the Community. Coverage for employees shall begin on the first day of the month following completion of the applicable waiting period as provided in the Plan.

Section 2. Employee Contributions. Eligible Employees who elect coverage under the Plan will be required to make the following contributions, which will be deducted from the Employee's paycheck on a bi-weekly basis.

- (a) Individual coverage - no cost to Employee.
- (b) Additional coverage (spouse, child, or family) - the total difference between the monthly premium for individual coverage and monthly premium for the additional coverage selected.

Section 3. With regard to medical insurance, the parties agree that during the term of this Agreement, the Community may change carriers, eligibility, enrollment, coverage, contributions to premiums for coverage levels other than single, and co-pays for services, so long as the Community meets with the Union to discuss the changes at least 30-days in advance of the effective date. The Union is, however, not waiving its right to bargain collectively concerning these matters upon expiration of the current Collective Bargaining Agreement. In exchange, the Fountains agrees that bargaining unit employees shall continue to receive single coverage without having to contribute to the premium cost, for the life of the contract.

**ARTICLE XXII
LIFE INSURANCE**

All active full-time Employees who have completed the probationary period shall receive ten thousand dollars (\$10,000.00) of life insurance. Bargaining Unit Members shall be given the opportunity to purchase supplemental life insurance on the same terms and conditions as it is available to Non-Bargaining Unit Employees. If Non-Bargaining Unit Employees are provided additional life insurance at no cost, it will also be provided to Bargaining Unit Employees.

**ARTICLE XXIII
SICK LEAVE**

Section 1. Sick leave is defined as an absence of an Employee from work by reason of illness or non-work connected accident which is not compensable under the Worker's Compensation laws of the Commonwealth of Pennsylvania.

Section 2. Sick leave shall be earned by regular full-time Employees at the rate of one (1) day per month of employment after the Employee has completed his/her probationary period

to a maximum of twelve (12) days per anniversary year. On his/her anniversary date, an Employee shall be advanced two (2) sick days. If the Employee leaves the Community, the Community shall have the right to deduct from his/her final pay all sick days utilized but not yet earned. Sick leave shall be cumulative to thirty (30) days.

Section 3. To be eligible for benefits under this Article, Employees who are absent must notify their supervisor one (1) hour prior to the start of their regularly scheduled shift. The Community may require written clarification of a physician or other proof of illness or injury hereunder for those Employees absent more than two (2) consecutive days. Employees who have been on sick leave also may be required to be examined by the Community's doctor or his/her designee before being permitted to return to duty.

ARTICLE XXIV VACATIONS

Section 1. Upon completion of Employee's probationary period, vacation shall be accumulated at the rate of one (1) day per month each year. After the Employee reaches his/her first anniversary date, he/she shall receive one (1) additional day of vacation. Commencing with the second year, the Employee shall be entitled to twelve (12) days of vacation. Commencing with the sixth year, the Employee shall be entitled to fifteen (15) days of vacation. For ten (10) years and above, the Employee shall be entitled to twenty (20) days of vacation.

Section 2. The right to schedule an Employee's vacation is reserved by the Community in order to ensure proper and adequate care for the residents. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Community. It is understood that the Employer's needs may be greater during holiday periods. However, no Employee shall have his/her vacation request unreasonably denied. An Employee shall not be required to makeup a weekend for which he/she is scheduled to work to the extent he/she uses approved vacation days that weekend.

Section 3. Vacations shall be granted on a job classification per department basis and all vacation requests must be in by March 15. Vacation selected after March 15 shall be on a first come first served basis provided that at least three (3) weeks' advance written notice of a desired vacation time is submitted for approval.

Section 4. No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each anniversary year and may not be accrued from year to year, and Employees will not be compensated for vacation time not taken.

Section 5. Vacation pay shall be based upon the Employee's regular rate of pay in effect on the first day of his/her scheduled vacation.

Section 6. An Employee shall be paid his/her vacation pay before starting his/her vacation provided three (3) weeks' written notification has been given.

Section 7. Vacation pay shall be pro-rated for regular part-time Employees based on the average number of hours worked per week in the prior anniversary year.

Section 8. If a holiday as set forth in Article XXV occurs during an Employee's vacation period, he/she may have his/her vacation period extended an additional day, or he/she may have an additional day scheduled off at the convenience of the Community and the Employee.

ARTICLE XXV HOLIDAYS

Section 1. Eligible Employee shall be entitled to the following paid holidays during each calendar year. New Year's Day, Martin Luther King's Birthday, (the third Monday in January) Memorial Day, Independence Day, Labor Day, Norman Rayford Day (August 28), Thanksgiving Day, Christmas Day. Eligible Employees shall be entitled to three (3) personal days per year.

Section 2. Employees must advise the Community at least ten (10) working days in advance of the date they wish to take as a personal holiday. Once scheduled, a personal holiday shall not be canceled except in an emergency.

Section 3. Regular part-time Employees shall receive holiday pay at the rate of five (5) hours per holiday. Full-time Employees shall receive holiday pay equivalent to their normal hours worked.

Section 4. An Employee required to work on any paid holiday other than a personal holiday shall receive one and one-half (1-1/2) times his/her regular pay for hours worked on the holiday and an additional day's regular pay or another day off, at the Employee's preference.

Section 5. If the holiday falls on an Employee's day off, the Employee will receive the holiday pay.

Section 6. Employees must work their scheduled day prior to and after the holiday to qualify for holiday pay. Employees scheduled to work must work the holiday to qualify for holiday pay. An Employee on a paid leave of absence shall be entitled to the holiday pay.

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

Section 7. Recognizing that the Community operates every day of the year and that it is not possible for all Employees to be off on the same day, the Community shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis.

ARTICLE XXVI WAGES

Section 1. All Employees shall receive the wages outlined in Exhibit "E".

Section 2. In cases where an Employee is hired at a rate above the job rates, the Union will be notified in advance.

Section 3. The Lead CNA shall receive One Dollar (\$1.00) per hour above the applicable CNA rate for her level of experience.

Section 4. Medication Technician. An employee who is assigned medication technician duties must be qualified under state law to pass out medication to the residents. Employees assigned these duties shall receive fifty-five (55¢) cents per hour above their regular CNA rate for all hours or parts of an hour spent passing out medication. When not assigned medication technician duties, they shall perform the duties of the regular CNA position and shall receive the applicable CNA hourly rate of pay. If any medication technician is currently receiving a higher rate, he/she shall maintain the higher rate.

Section 5. The Employer agrees not to hire any bargaining-unit employee at a rate below Ten Dollars (\$10.00) per hour.

ARTICLE XXVII PENSION FUND

The Community agrees to contribute a sum equal to three percent (3%) of the previous month's gross payroll for non-probationary bargaining unit Employees to the Pension Plan for Nursing Home and Health Care Employees - Philadelphia and Vicinity ("Pension Plan") each month during the term of this Agreement. The Community's total cost for the Pension Plan is limited to the amount set forth above, and the Pension Plan Trustees shall not have the right to increase the Community's cost during the term of this Agreement.

ARTICLE XXVIII SAFETY

Section 1. The Community will make all reasonable provisions for the safety and health of its Employees in accordance with applicable laws. The Union agrees to cooperate with the Community in assuring conformance to all established safety regulations.

ARTICLE XXIX NON-DISCRIMINATION

Section 1. The parties agree not to discriminate against or in favor of any Employee on account of race, color, creed, national origin, political or religious belief, sex, sexual preference, age, or veteran status. Neither the Union nor the Community shall discriminate against any disabled Employee, provided such disability does not interfere with the performance of work responsibilities or duties.

ARTICLE XXX SEPARABILITY

Section 1. If any provision in this Agreement, or the application of any provision to any person or circumstances, shall be held invalid or is in conflict with any present or future federal,

state or local law, the remainder of the Agreement or application of such provision to persons or circumstances other than those as to which it is invalid shall not be affected thereby.

**ARTICLE XXXI
SUCCESSORSHIP**

Section 1. Before the Community sells, leases, transfers, or assigns the business covered hereby or any part, portion, of classification thereof to any purchaser, transfer, assignee or successor, the Community agrees that such a purchaser, transfer, assignee or successor shall be advised in writing of the existence of this collective bargaining Agreement. The Community further agrees that a copy of said notice shall be sent to all parties to this Agreement.

**ARTICLE XXXII
ENTIRE AGREEMENT**

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

**ARTICLE XXXIII
DURATION**

Section 1. This Agreement shall be in full force and effect for the period commencing November 16, 2004, and ending at midnight, November 15, 2007. The Community and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2004.

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

By: _____


**THE FOUNTAINS at
LOGAN SQUARE EAST**

By: _____


By: _____

Exhibit E: Wage Rates

	<u>11/16/04</u>	<u>11/16/05</u>	<u>11/16/06</u>
<u>Maintenance</u>	3%	3%	3%
Bus Driver	\$13.57	\$13.98	\$14.40
Lead Bus Driver	\$15.94	\$16.42	\$16.91
Maintenance Helper	\$14.41	\$14.84	\$15.29
Maintenance Mechanic	\$16.38	\$16.87	\$17.38
Licensed Mechanic	\$18.36	\$18.91	\$19.48
HVAC Mechanic/Senior Engineer	\$19.22	\$19.80	\$20.39
Painter	\$16.38	\$16.87	\$17.38
<u>Housekeeping</u>			
Light Housekeeper Residential/Care Center	\$10.17	\$10.48	\$10.79
Heavy Housekeeper Residential/Care Center	\$10.84	\$11.17	\$11.51
Laundry Worker	\$10.17	\$10.48	\$10.79
Night Cleaner	\$11.18	\$11.52	\$11.87
<u>Dining</u>			
Diet Aide	\$10.39	\$10.70	\$11.02
Cook	\$14.70	\$15.14	\$15.59
Cook's Helper	\$11.69	\$12.04	\$12.40
Steward	\$11.69	\$12.04	\$12.40
Utility	\$10.17	\$10.48	\$10.79
Waiter/Waitress	\$10.17	\$10.48	\$10.79
Head Waiter	\$13.57	\$13.98	\$14.40
<u>Nursing</u>			
Unit Clerk	\$10.69	\$11.01	\$11.34

Activity Aide	\$10.50	\$10.82	\$11.14
Nursing Asst.	\$10.50	\$10.82	\$11.14
Certified Nursing Assistant			
start	\$10.73	\$11.05	\$11.38
2+ years	\$11.30	\$11.64	\$11.99
5+ years	\$11.86	\$12.22	\$12.59
AIL Nursing Assistant	\$10.50	\$10.82	\$11.14
AIL Companion	\$10.50	\$10.82	\$11.14
LPN (non-supervisory)	\$19.52	\$20.11	\$20.71
Restorative Aide	\$12.42	\$12.79	\$13.17
Inventory Clerk	\$11.12	\$11.45	\$11.79

LETTER OF UNDERSTANDING

The parties agree that the following practices will be continued for the life of the Agreement effective November 16, 2004 through November 15, 2007:

1. The Community will continue to maintain Employee break rooms for bargaining unit members.
2. The Community will continue to provide meals for Employees working on Christmas Day, Thanksgiving Day and July 4th.
3. Employees who agree to work overtime on the same day on which overtime is requested (to stay over and work a double shift) will be provided a meal voucher.
4. The Community will arrange for transportation to a medical treatment facility from the Community for any employee injured on the job at the Community's expense.
5. The Community will arrange for transportation back to the Community for any employee accompanying a resident on a trip away from the Community (as part of their job assignment) at the Community's expense.
6. The Community will provide available lockers to employees at no charge.
7. The Community shall continue to host employee appreciation days and provide service awards to employees.

District 1199C

The Fountains at Logan Square East

Dated: _____

Dated: _____

DUES CHECK-OFF

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

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

APPLICATION FOR MEMBERSHIP

Please print

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

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

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____, 20____

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

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

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

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

Print Name _____ Soc. Sec. No. _____

Dept. _____ Signature _____

Address _____



POLITICAL ACTION CHECKOFF

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 _____



**CONSCIENTIOUS OBJECTOR
CHECK-OFF AUTHORIZATION**

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 of such termination, at least fifteen (15) days prior to any termination date of the revocation of this authorization.

Name _____

Social Security Number _____

Clock Number _____

Department _____

Signature _____

Address _____

CREDIT UNION CHECK-OFF

PLEASE PRINT

NAME _____ SOC. SEC. NO. _____

ADDRESS _____ PHONE _____

CITY/STATE _____ ZIP CODE _____

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 authorized and directed to deduct from my wages or salary the sum of \$ _____ each pay period not to exceed ten percent (10%) of my wages of each pay period and to remit such deductions to the Credit Union, or to any other credit union in which the Employer 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 Credit Union, unless this authorization is executed as security for or as a manner or method of the repayment of a loan from the Credit Union doing business in _____ and in such latter event the same will be in full force and in effect until the loan from the Credit Union has been paid in full.

Name _____ Address _____
(Print)

Signature _____

Social Security Number _____ Job Title _____