

COLLECTIVE BARGAINING AGREEMENT

Between

MAPLEWOOD MANOR CONVALESCENT CENTER

And

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

(LPNs)

July 1, 2009- June 30, 2014

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1 RECOGNITION - THE COLLECTIVE BARGAINING UNIT	2
ARTICLE 2 UNION SECURITY	3
ARTICLE 3 CHECK-OFF	4
ARTICLE 4 NO DISCRIMINATION	7
ARTICLE 5 UNION ACTIVITY, VISITATION & BULLETIN BOARDS	8
ARTICLE 6 PROBATIONARY EMPLOYEES	9
ARTICLE 7 SENIORITY	10
ARTICLE 8 WAGES	13
ARTICLE 9 RETIREMENT PLAN	14
ARTICLE 10 HOURS	15
ARTICLE 11 OVERTIME	17
ARTICLE 12 SHIFTS	18
ARTICLE 13 HOLIDAYS	19
ARTICLE 14 VACATIONS	21
ARTICLE 15 SICK LEAVE	23
ARTICLE 16 PAID LEAVE	24
ARTICLE 17 UNPAID LEAVE	25
ARTICLE 18 PAST PRACTICES	27
ARTICLE 19 HEALTH AND WELFARE	28
ARTICLE 20 MANAGEMENT RIGHTS	29
ARTICLE 21 DISCHARGE AND PENALTIES	30
ARTICLE 22 NO STRIKE OR LOCK OUT	31
ARTICLE 23 GRIEVANCE PROCEDURE	32
ARTICLE 24 ARBITRATION	34
ARTICLE 25 EFFECT OF LEGISLATION - SEPARABILITY	35
ARTICLE 26 HIRING	36
ARTICLE 27 MISCELLANEOUS	37
ARTICLE 28 TRAINING AND UPGRADING FUND	38
ARTICLE 29 DURATION OF AGREEMENT	39
SIDE LETTER	40
EXHIBIT A Dues Checkoff	41
EXHIBIT B Conscientious Objector	42
EXHIBIT C Credit Union Checkoff	43
EXHIBIT D Political Action	44

PREAMBLE

AGREEMENT made and entered into this ____ day of _____, 2009, by and between MAPLEWOOD MANOR CONVALESCENT CENTER, INC. (hereafter called the "Employer"), and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, AND ITS AFFILIATE DISTRICT 1199C, with its office at 9-25 Alling Street, Fourth Floor, Newark NJ 07108, (hereinafter referred to as "Union"), acting herein on behalf of the Employees of the said institution, as hereinafter defined, now employed and hereinafter to be employed and collectively defined as the "Employees".

WITNESSETH

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

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

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

ARTICLE 1

RECOGNITION - THE COLLECTIVE BARGAINING UNIT

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

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

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

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

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

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

1.5 Part-time Employees covered by this Agreement shall receive fringe benefits, wage rates and wage increases hereunder on a pro rata basis.

ARTICLE 2

UNION SECURITY

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

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

2.3 All Employees hired after the effective date of this Agreement shall become members of the Union no later than the ninetieth (90th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

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

2.5 Subject to Article 25, an Employee who has failed to maintain membership in good standing as required by this Article, shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not be tendered.

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

ARTICLE 3

CHECK-OFF

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

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

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

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

3.5 Such Employees shall be required, as a condition of continued employment, to remit monthly, to either The Lupus Foundation, The Sickle Cell Anemia Foundation, or The American Cancer Society, recognized and valid charities under Section 501C(3) of Title 26 of the Internal Revenue Code, a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such shall be checked-off by the Employer from the Employee's pay at the same time and in the same amount as initiation fees and dues are, and remitted by the Employer to the charity designated by the Employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B".

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

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

(i) The Employee shall not have the right, authority, or ability to designate, engage or otherwise hire his/her own attorney to prosecute his/her grievance if

arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employee shall be taken to arbitration.

(b) If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the Employee's pay in accordance with Exhibit "B", attached hereto, remitted to the Union on a monthly basis, and shall be completely paid in a period of twelve (12) months from the month of billing.

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

3.7 The Employer shall be relieved from making such "Check-Off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining agreement, or (c) layoff from work, or (d) agreed leave of absence, or (e) revocation of the "Check-Off" authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Sections 1, 4 and 5 hereof. These provisions, however, shall not relieve any Employees of the obligations to make the required dues and initiation fee payments pursuant to the Union Constitution in order to remain in good standing, except as provided in Sections 4 and 5.

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

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

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

3.11 Upon receipt of written authorization from an Employee in the form annexed hereto as Exhibit "C", the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's probationary period, the sum specified in said authorization and remit same to the District H99C Credit Union or a credit Union designated by the Union to

the credit or account of said Employee. It is understood that such "Check-Off" remittance shall be made by the Employer whenever feasible.

3.12 The Employer agrees to make a payroll deduction once each calendar year from an Employee's pay for the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "D". This deduction shall be made only once per year for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

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

ARTICLE 4

NO DISCRIMINATION

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

ARTICLE 5

UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

5.1 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. When a Union representative enters the Employer's premises, he/she shall notify the administrator or person in charge of his/her visit prior to entering the facility so that his/her activities do not interfere with patient care or efficient operation of the nursing home. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit.

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

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

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

ARTICLE 6

PROBATIONARY EMPLOYEES

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

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

ARTICLE 7

SENIORITY

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

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

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

(b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of maternity leave; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of six (6) months or the length of an Employee's continuous employment; if the Employee is recalled into employment.

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

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

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

(a) Terminates voluntarily;

(b) Is discharged for cause;

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

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

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

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

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

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

7.4 Application. (a) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement; and

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

7.5 Layoff. (a) In the event a layoff becomes necessary within a job classification, the first to be laid off shall be those Employees working in bargaining unit classifications and not covered by the contract without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their classification seniority;

(b) In the event an Employee is scheduled to be laid off in one Department, and there exists a vacant position in another Department, which the Employee has the ability and qualifications to perform, then bargaining unit seniority shall prevail in assigning such Employees scheduled to be laid off to such vacant jobs. This provision is not intended to circumvent paragraph 8 of this Article. When an Employee fills such a vacant position, he/she shall be paid the wage rate of said vacancy; and

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

7.6 (a) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification, shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he/she has the ability and qualifications to do the work and, if not, the next senior qualified Employee will be recalled, and so on. When an Employee is recalled to a job other than his/her regular job, and to which he/she is qualified to perform, he/she shall receive the rate for the job which he/she is performing; and

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

7.7 Promotions. (a) Where a promotional vacancy in a bargaining unit job occurs, the Employer shall promote the Employee with the greatest seniority unless, as between

or among the Employees who bid for the vacancy, there is an appreciable difference in their ability to do the job. Disputes under this provision shall be subject to the grievance and arbitration provisions of the contract; and

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

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

ARTICLE 8

WAGES

8.1 The wage rates for LPNs in the Bargaining Unit shall be as follows:

Job Title	7/1/09	7/1/10	7/1/11	7/1/12	7/1/13
LPN					
<i>0-3 years experience</i>	\$24.33	\$25.06	\$25.81	\$26.58	\$27.38
<i>3 or more years experience</i>	\$25.56	\$26.33	\$27.12	\$27.93	\$28.77
<i>7 or more years experience</i>	\$26.79	\$27.59	\$28.42	\$29.27	\$30.15

ARTICLE 9

RETIREMENT PLAN

9.1 Effective July 1, 2004 for each employee who has completed at least one continuous year of service or 2,080 hours, the Employer shall contribute 4% of the employee's straight-time wages to the Union's Nursing Home and Health Care Employees Pension Plan. Such payments by the Employer to the Pension Fund shall be made monthly based upon the previous month's payroll.

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

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

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

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

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

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

9.8 Where contributions are not made when due, the Employer and its successors and assigns shall be obligated, from the due date on, to pay interest and liquidated damages on all past due contributions in an amount as determined by the Trustees, any costs, including legal fees, incurred by the Pension Fund in connection with collection of delinquent contributions and payments for the cost of payroll audits when such audits disclose deficiency of payments.

ARTICLE 10

HOURS

10.1 The hours of work shall be eight (8) paid hours per day and a unpaid half-hour lunch. The regular paid work week for all full-time Employees shall consist of forty (40) hours per week. The regular work week for part-time Employees shall not exceed ten (10) days in a two (2) week period. Employees shall receive four (4) days off in each two (2) full calendar weeks except in the event of overtime.

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

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

10.4 There shall be two (2) fifteen (15) minute scheduled rest periods for regular full-time Employees per eight and one-half (8½) hour shift. Such breaks must not interfere with required patient care. Scheduling of breaks shall be at Management's direction.

Employees who wish to use their fifteen (15) minute break to extend their lunch period may do so provided they obtain permission from their immediate supervisor.

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

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

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

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

10.9 Employees who work on the Sunday in May known as "Mothers Day" shall be paid two times their regular hourly rate for all hours actually worked on that day.

ARTICLE 11

OVERTIME

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

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

11.3 There shall be no pyramiding of overtime.

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

ARTICLE 12

SHIFTS

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

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

ARTICLE 13

HOLIDAYS

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

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

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

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

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

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

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

13.6 In order to be eligible for the foregoing holidays, and holiday pay benefits, a regular full-time Employee must have worked the last full scheduled work day before and the first full scheduled work day after the holiday (or the day selected in lieu of the holiday), except

in the case of illness or accident which prevents the Employee from working as evidenced by written certification of a physician or other acceptable proof if requested by Employer. An Employee who fails to report for work on the holiday when scheduled to do so shall not receive holiday pay for the unworked holiday.

13.7 Regular part-time Employees who have completed their probationary period shall be entitled to holiday pay on a pro rata basis on the number of hours worked each week during the prior calendar year or, if employed for less than a full calendar year, their average number of hours worked during their total employment prior to the holiday.

ARTICLE 14

VACATIONS

14.1 Eligible Employees shall be entitled to accrue vacations each year with pay as follows: An employee may carry over any unused vacation to the following year provided the total vacation does not exceed two times the employee's annual accrual.

One (1) year of service:	Two (2) weeks
Five (5) years of service:	Three (3) weeks
Ten (10) years of service:	Four (4) weeks

14.2 The Employer shall post a vacation schedule showing the number of vacation slots available in each classification by March 31st of each year.

Employees may list their vacation preferences on the schedule by April 30th of that year, and shall be notified in writing by May 15th of that year, as to whether their requests have been granted.

The Employer will make every reasonable attempt to grant Employee vacation requests as submitted. If more Employees than can be reasonably accommodated by the facility have submitted a request for the same vacation time, the available vacation shall be allotted on the basis of bargaining unit seniority within their respective departments.

After March 31, requests for vacation shall be granted on a first come, first serve basis. The Employer agrees to continue to make every reasonable effort to grant scheduled vacation requests.

Vacation requests shall be made at least 4 weeks in advance of desired vacation, whenever possible, and bargaining unit seniority shall be considered only when Employees have submitted conflicting requests on the same date.

All vacation requests must be submitted in writing and the Employer shall respond in writing within seven (7) working days after receipt of such written request.

14.3 The vacation eligibility year and/or the vacation eligibility dates shall be as on an anniversary year basis.

14.4 No part of an Employee's scheduled vacation may be charged to sick leave. Employees will not be compensated for vacation time not taken.

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

14.6 An Employee shall be paid vacation pay before starting vacation provided two (2) weeks notification has been given and the vacation is for an entire week.

14.7 Absences due to established illness, maternity leave or injury not exceeding five (5) weeks shall be considered as time worked in determining the amount of vacation pay for Employees with more than one (1) year, but not exceeding five (5) years of service. For Employees with service in excess of five (5) years, the period shall be thirteen (13) weeks. If such absence extends into an Employee's scheduled vacation period, the vacation shall be postponed and another period assigned. If disability due to illness, maternity or injury begins after an Employee commences his/her vacation, the original vacation shall remain in effect.

All involuntary absences as herein limited which exceed the aforesaid five (5) or thirteen (13) week period shall not be deemed nor considered as time worked in computing vacation pay, and vacation pay for such Employees shall be pro rated by relating the number of weeks actually worked during the vacation eligibility year with the number of vacation days or weeks to which such Employee would have been contractually entitled had he/she worked the entire vacation eligibility year.

All voluntary absences shall not be deemed nor considered as time worked in the computation of vacation pay. Where an Employee has been voluntarily absent, his/her vacation pay shall be pro rated on a percentage basis, i.e., the period of time actually worked as that period relates to the period of vacation pay due him/her.

An Employee who has quit or who has been discharged or who has lost his/her seniority pursuant to the terms of Article 7 and vacation earned but not taken as of the last anniversary date of hire of the Employee.

Regular part-time Employees who are otherwise eligible for vacation pay shall have their vacation benefits pro rated on the basis of the average number of days worked during the anniversary year.

ARTICLE 15

SICK LEAVE

15.1 Sick leave is defined as an absence of an Employee from work by reason of illness or non-work related accident and is not compensable under the Worker's Compensation laws of Pennsylvania.

15.2 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 retroactive to date of hire. Sick leave shall be cumulative to twenty (20) days. After one (1) or more years of employment, the Employer shall permit each Employee to use up to eight (8) days sick leave in advance of the time such leave would have been earned. Employees who resign or are terminated for any reason after receiving a sick leave advance, and who have used more sick leave they have actually earned as of the date of termination shall have the advanced sick leave deducted from his/her final check.

15.3 Notification And Proof Of Illness. To be eligible for benefits under this Article, an Employee who is absent must notify Employer two (2) hours prior to the start of their regularly scheduled shift. Employer may require written clarification of a physician or other acceptable proof of illness or injury hereunder for those Employees absent two (2) or more consecutive days. Employees who have been on sick leave also may be required to be examined by the nursing home's doctor or his/her designee before permitted to return to duty.

15.4 On-the-Job-Injury. If an Employee is injured during the course of any work day and reports the injury to the Employer, the Employer agrees to pay the Employee for time lost from work while receiving treatment in a clinic or in a hospital, if required. If, on the orders of a physician, an Employee is kept in the hospital or sent home, the Employee shall be paid for the balance of the work day at his/her appropriate rate of pay.

15.5 The Employer shall furnish to the Union the name of its Worker's Compensation insurance carrier and the policy number upon execution of Agreement.

15.6 Use of Accrued Sick Leave for Family Illness. Employees may be permitted to use accrued sick leave for an illness in the Employee's immediate family, as that term is defined in Article 17, Section 1.

15.7 Buy Back of Unused Sick Leave. The Employer agrees to buy back all unused sick leave prior to Christmas of each calendar year. Any sick leave currently accumulated shall be carried over and not bought back. The buy back shall be on an annual basis.

ARTICLE 16

PAID LEAVE

16.1 Funeral Leave. A regular full-time and part-time Employee who has completed his/her probationary period shall be entitled to a leave of absence with pay at his/her regular straight-time hourly rate for a maximum of three (3) regular scheduled work days due to death in his/her immediate family: namely, spouse, child, brother or sister, grandchild, grandparent, parent, mother-in-law, or father-in-law; provided the leave of absence is taken during the period between the date of death and the day following burial, both inclusive, and provided further that the Employee is prepared to offer upon request valid proof of death and relationship to the deceased. In the event of the death of a sister-in-law, brother-in-law, aunt, uncle or cousin, regular full-time and part-time Employees shall be given one (1) day off with pay to attend the funeral if the Employee was scheduled to work that day.

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

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

16.3 Military Leave. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law. Employee shall be compensated by Employer for the difference between his/her regular straight-time hourly pay for each regularly scheduled work day lost and the amount received as military pay provided Employee offers valid proof for up to two weeks of such military leave and proof of military pay received within thirty (30) days of the leave.

ARTICLE 17

UNPAID LEAVE

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

(a) Maternity Leave

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

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

(b) Medical Leave Of Absence

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

(c) Other Leave Of Absence

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

(d) Union Business

A leave of absence not to exceed one (1) year shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of Employer. The parties agree that an employee who is granted a leave of absence to accept a full-time position with the Union may request up to two extensions of the leave for a total of three years. The terms and conditions of any extension shall be handled on a case by case basis between the Employer and the Union.

(e) Training and Upgrading Leave

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

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

ARTICLE 18

PAST PRACTICES

18.1 (a) Employee Discount. Specified relatives of Maplewood Manor Convalescent Center Employees are eligible for a ten (10%) percent discount on room and board rates only when patients are in the nursing home. No ancillary charges are included. Relatives for whom the discount would apply after the Employee completes his/her probationary period are parents, children, spouse, mother-in-law, father-in-law, grandparents and grandparents-in-law. To maintain the discount the patient's account must be current within thirty (30) days.

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

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

(d) Christmas and Spring parties shall be continued.

ARTICLE 19

HEALTH AND WELFARE

19.1 (a) The Employer shall provide all LPN Employees with the same health and insurance benefit plans provided to non-bargaining unit Employees of the same facility.

Specific benefits of the health plan are occasionally changed or improved, including the amount contributed by the facility. In the event of any such changes or improvements during the life of this Agreement, the facility need not seek the Union's prior agreement, but the facility will promptly notify the Union of the changes or improvements and the effective date thereof.

(b) Employer agrees to provide short term disability benefits.

ARTICLE 20

MANAGEMENT RIGHTS

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

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

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

ARTICLE 21

DISCHARGE AND PENALTIES

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

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

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

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

ARTICLE 22

NO STRIKE OR LOCK OUT

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

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

ARTICLE 23

GRIEVANCE PROCEDURE

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

Step 1

Within fifteen (15) calendar days (except as provided in Article 20), an Employee having a grievance and/or his/her Union delegate or other representative shall take it up with his/her immediate supervisor. The Employer shall give an answer to the Employee and/or his Union delegate or other representative within five (5) working days after the investigation of the grievance in Step 1.

Step 2

If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative and presented to the Department Head. A grievance as presented in Step 1 shall be answered by the Employer in writing within five (5) working days after its presentation.

Step 3

If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the Employer's Nursing Home Administrator or representative designated by Management, or his/her designee, and he/she or his/her designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this step.

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

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

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

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

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

ARTICLE 24

ARBITRATION

24.1 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 Employer or the Union to an arbitrator selected in accordance with the procedure of the American Arbitration Association. The arbitration shall be conducted under the then prevailing Voluntary Labor Arbitration Rules of the American Arbitration Association.

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

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

24.4 The arbitrator shall have jurisdiction only over disputes arising out of grievance, as defined in Section 22.1 of Article 22, and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

24.5 Expedited Arbitration For Discharge Cases Only. The parties agree that discharge cases may be handled under the expedited arbitration procedure of the American Arbitration Association in accordance with the following rules:

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

(i) The Union shall initially notify the Administrator by telephone that it desires to proceed to arbitration in a particular case. Within forty-eight (48) hours of such notification, the parties shall agree on a hearing date within thirty (30) calendar days of such notification by the Union.

(ii) The Union will then confirm in writing to the Employer's Director of Personnel or his/her designee that it is proceeding to submit a discharge case grievance to the American Arbitration Association and will set forth the agreed-upon hearing date.

(iii) The Union shall notify the American Arbitration Association which shall submit to the parties a list of arbitrators who are available to hear the case on the agreed-upon hearing date.

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

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

ARTICLE 25

EFFECT OF LEGISLATION - SEPARABILITY

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

ARTICLE 26

HIRING

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

(a) The Employer shall utilize the Union's Employment Service for the recruitment and referral of qualified personnel for bargaining unit job vacancies and training positions;

(b) The Employer shall notify the Union's Employment Service of all bargaining unit job and training position vacancies and shall afford the Service forty-eight (48) hours from the time of notification and to refer an applicant for the vacancy before hiring from any other source;

(c) The Employment Service shall be administered by the Union and the costs of operating the Service shall be borne by the Union;

(d) Notwithstanding the foregoing, the Nursing Home retains the right to hire such applicants referred by the Employment Service as it deems qualified in its sole discretion; the Nursing Home also retains the right to hire applicants from other sources in the event the Employment Service does not refer qualified applicants within such forty-eight (48) hour period;

(e) The Employer shall not be required to notify the Employment Service of any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the health, safety and well-being of patients.

ARTICLE 27

MISCELLANEOUS

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

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

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

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

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

ARTICLE 28

TRAINING AND UPGRADING FUND

28.1 Maplewood shall contribute to the Trustees of the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund a sum of money equal to one (1%) percent of the gross payroll for all Employees covered by this Agreement who have satisfactorily completed their probationary period. Provided the sale of the facility to AristaCare is completed, the contribution to the Training and Upgrading Fund shall be increased to 1.5%, effective July 1, 2010. In the event the sale is not completed, the contribution shall remain at 1% and the Union reserves the right to discuss the issue and its impact on the employees.

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

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

ARTICLE 29

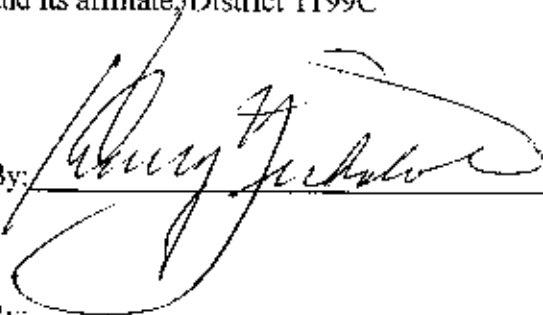
DURATION OF AGREEMENT


29.1 This Agreement shall be in full force and effect for the period commencing July 1, 2009 and ending midnight June 30, 2014. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2009.

Nation Union of Hospital
and Health Care Employees, AFSCME,
and its affiliate, District 1199C

Maplewood Manor Convalescent Center

By: 
By: _____

By: 
By: _____

SIDE LETTER

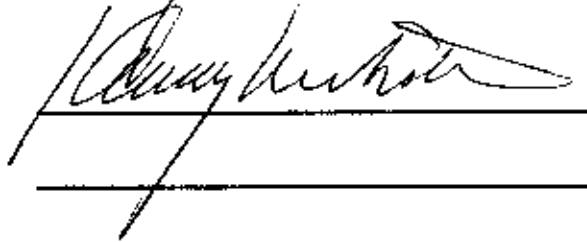
"5/4 or "double/double" Schedule

Employees on a "5/4" or "double/double" schedule shall receive benefits and paid time off as full-time employees. In the event the Employer eliminates the "5/4" and "double/double" schedules, the effected employees shall be given at least six (6) months notice.

MAPLEWOOD MANOR

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





Dated: _____

EXHIBIT "A"
DUES CHECKOFF

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

DO NOT WRITE IN ABOVE SPACE—FOR OFFICE USE ONLY

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

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

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

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____, 20____

To: _____ (the Employer)

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

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

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

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

Print Name _____ Soc. Sec. No. _____

EXHIBIT "B"
CONSCIENTIOUS OBJECTOR

DATE: _____

TO: _____

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

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

at least fifteen (15) days prior to any termination date of the revocation of this authorization. At the same time, notice must be given to the Union at the address of 1319 Locust Street, Philadelphia, 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 Employer to deduct in twelve (12) equal monthly instalments, the sum assessed by the Union against the undersigned, for fees incurred in connection with representation by the Union at all stages of the grievance procedure, including the reasonable customary fees of the Arbitration, arbitration fees, and the fees of the Union's attorney, as well as such other costs which the Union will assess in connection with that procedure.

Social Security Number _____

Clock Number _____

Department _____

Signature _____

Address _____

EXHIBIT "C"
CREDIT UNION CHECKOFF

District 1199C Credit Union

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 District 1199C Credit Union, or to any other credit union in which the Hospital participates (if I so designate), no later than the tenth (10th) day of each month following the month in which the deductions are made. This authorization may be revoked by a 30 day written notice sent to the District 1199C Credit Union, unless this authorization is executed as security for or as a manner or method of the repayment of a loan from the District 1199C Credit Union doing business in New York and in such latter event the same will be in full force and in effect until the loan from the District 1199C Credit Union has been paid in full.

Name _____ Address _____
(print)
Signature _____
Social Security Number _____ Job Title _____

EXHIBIT "D"
POLITICAL ACTION

Political Action – Protection for your future

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name _____

Address _____ Phone _____

City _____ State _____ Zip Code _____

Employed at _____

Department _____ Job Title _____

Amount of Pledge _____ per year Social Security 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 _____