



ENROLLMENT CHECKLIST

Employers

- Employer Application
- Signed Collective Bargaining Agreement MOU
- Signed Labor Association Membership Form and \$99 Fee

I am submitting ALL forms:

- Faxed to 559-314-6060
- Emailed to support@atlashealthcare.org

M.A. Name: _____ Date _____

M.A. # _____



EMPLOYER ENROLLMENT FORM FOR ATLAS HEALTH CARE PLANS

P.O. Box 3257, Clovis, California 93613
1-855-42-ATLAS (855-422-8527)
support@atlashealthcare.org

Atlas Health Care is NOT an insurance

A. EMPLOYER INFORMATION							
Legal Company Name:			Date Business Started:			Federal Tax ID #:	
DBA Name (Doing Business As):			Exact Nature Of Business:			Owner Name:	
Company Structure:	C-Corporation S-Corporation		Sole Proprietorship Partnership		LLC Other: _____	Contact Name:	
Contact Title:		Contact Phone:		Contact Fax:		Contact Email:	
Billing Address:		Suite Unit:	City:		State:	Country:	Zip Code:
Check if Residence:	Does your group currently have Yes/No Group medical coverage?	Carrier Name:		Policy #:		Termination Date:	
Total number of employees on payroll regardless of hours worked: _____ (including seasonal, etc.)							
B. BENEFIT COVERAGE OPTIONS							
Select ONE option to offer your employees:							
<input type="checkbox"/> MEC 1		<input type="checkbox"/> MEC 2		<input type="checkbox"/> MEC 3		<input type="checkbox"/> MEC 4	
Choose: Enter the percentage amount you will contribute toward: Employee Premium: _____ % (50% minimum) Dependent Premium: _____ % (write "0" if none) OR							
Choose: Enter the dollar amount(s) you will contribute toward any plan selected by the employee: \$ _____ for Employee OR \$ _____ combined amount(s) for employee and dependent(s) \$ _____ for dependent(s) (write "0" if none)							
DELIVERY							
Mail benefit to (if different than owner's address)							
EFFECTIVE DATE:							
C. STATEMENT OF COMPLIANCE							
<p>I understand that Atlas Health Care will not consider my group approved until the funds have been received for our first month's contribution payment. If such funds are not received or cannot be processed, my group will NOT be considered approved and will be terminated as of the original requested effective date. If such a termination is made, any expenses that may have been incurred due to utilization by our employees of health care services offered by an Atlas plan will not be the responsibility of Atlas Health Care.</p> <p>I understand that no alterations can be made to this section and that it must be signed exactly as stated.</p> <p>I understand that once Atlas coverage is approved, group policy changes cannot be implemented until the next billing cycle. These changes shall include, but not be limited to COBRA provisions, minimum hours worked per week and contribution amounts.</p> <p>I understand that once membership information is transmitted to the elected health plans, our group coverage effective date cannot be changed, nor can our coverage be terminated until after the first month of coverage.</p> <p>I understand that contributions are to be received by Atlas by the statement due date and if payment is not received by the due date, my coverage will be cancelled .</p> <p>I understand Atlas is the brand name for the ERISA-based benefits provided by the participating labor organizations pursuant to the executed bona fide Collective Bargaining Agreement.</p>							
Atlas Health Care is NOT an insurance							
Member Associate's Name		Member Associate's Email		Member Associate's ID Number			
Member Associate's Signature		Owner's Signature		Date			



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FORM FOR ATLAS HEALTH
CARE PLANS**

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PARTICIPANT INFORMATION- <i>Party Covered by Benefit</i>					
Name	Number Enrolled	Initial Payment	Monthly Payment	Employer Contribution	Employee Contribution
Setup Fee		\$99.00			
TOTALS					
<p>Our company/group chooses to participate in the ATLAS HEALTH CARE employee benefit group health plan as maintained pursuant to a collective bargaining agreement which recognizes the participating labor organizations to be the exclusive representatives for collective bargaining regarding wages, hours, benefits and working conditions. We understand this health plan is not insurance, but rather a federal ERISA-based benefit health plan offered by the participating labor organizations exclusively to its members, as per ERISA ECE Section 3 (40)(A), and may be subject to change without prior notice. We understand our company/group must first become a member of the participating labor organizations to access benefits and there is an annual membership fee of \$99. I give authorization in the amount of a one-time initial payment, the annual membership fee, and monthly recurring charge for the employees/members in the Summary Form. We understand this summary can be amended as required to add or withdraw participants.</p>					
Member Associate's Name		Member Associate's Email		Member Associate's ID Number	
Member Associate's Signature		Owner's Signature		Date	



**ENROLLMENT FOR ATLAS
HEALTH CARE PLANS**

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support@atlashealthcare.org

Checking or Savings Account				Payment Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings			
Authorized Payor				2nd Authorized Payor			
First Name		M.I.		First Name		M.I.	
Last Name				Last Name			
Routing Number		Financial Institution			Telephone Number		
Account Number				City		State	
Credit Card				Payment Type: <input type="checkbox"/> Debit <input type="checkbox"/> Credit			
				Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover			
Name as it Appears on the Card							
First Name		M.I.		Sequence Number			CVV Number
Last Name				Expiration Date			
Billing Address			Apt #	City		State	Zip
Your initial payment will be due immediately upon receipt at home office. However, your coverage begins on the 1 st of the following month.							

I authorize Affirmative Benefits LLC on behalf of Atlas Health Care to collect the initial contribution and any future payments for this benefit by electronic or other means from the account identified above. I agree that the treatment of such payment, and all rights with respect to it, will be the same as if it were signed and initiated by me. I further agree that if any check, draft or debit is dishonored for any reason, you will not be under any liability, even though dishonor results in the forfeiture or lapse of coverage. This authorization is to remain in effect until you receive written notice from me of its revocation unless you end it earlier. I understand that no coverage will go into effect until Atlas Health Care has (a) received and approved the enrolment form for the health care benefit, (b) issued a plan based on the enrollment form, (c) withdrawn the first contribution from the designated account. The participant(s) must be alive at the time the payment is honored.

Authorized Signature _____ Date _____

Signature of Sales Representative _____ Date _____

TERMS AND CONDITIONS

ENTIRE CONTRACT

The entire contract between Atlas and the participant consists of these benefit pages, and your attached enrollment form. Your coverage is active the 1st of the following month from when you sign your contract by the 25th of the previous month. Our preference would be that all applicants would remain in the in the plan for 12 months upon enrollment. If for some reason the participant desires to cancel without meeting one of the disqualifying events (loss of job or new employment), then the patient becomes responsible of all unpaid claims. Please note, the plan administrator reserves the right to cancel a participant's plan at any time, and for any reason with a 30 days' notice. In addition, if a participant violates the misrepresentation clause; thereby the plan would be terminated immediately, and all unpaid claims will be the responsibility of the patient/responsible party. For any questions regarding coverage, please contact Atlas Health Care at 1-855-422-8527.

MODIFICATION OF CONTRACT

No change or waiver of any of the terms and provisions of this benefit will be valid unless made in writing by us and signed by an Officer of our Company. No Atlas Advocate or any other person has the authority to change or waive any provision of this benefit.

PARTICIPATION IN LABOR UNION

When enrolling in an Atlas Health Plan, you the owner must also sign up with one of our participating labor unions. Atlas Health Plan participants do not have to sign up with the union.

PAYMENTS

The participant of the benefit is responsible for payment. The payment is due on the 25th of every month. Automatic withdraw by ACH or credit/debit card will take place the 25th of each month. Payment via paper check must be received prior to the 25th of the respective month. There is a 15-day grace period for missed payments. After the 15-day grace period and no payment has been made to bring the account up-to-date, the benefit will expire, and no refunds will be given. A new contract must be executed if the owner desires to reinstate the benefit, along with a \$35 reinstatement fee.

CONTRACT LENGTH

The participant agrees to a contract length of one (1) calendar year beginning the month of enrollment. For example, if a participant enrolls in the program May 1st, the participant agrees that their benefits will expire April 30th of the next year. Benefits will automatically renew until such time as Atlas Health care is notified in writing of the participant's desire to cancel.

THIS SPACE IS INTENTIONALLY LEFT BLANK

CANCELLATION

Cancellation requests must be made in writing via email to support@atlashealthcare.org 30 days prior to the desired effective date of cancellation. This is required. Failure to provide timely notification may result in the participant being charged for the upcoming month of coverage. If the participant of the benefit cancels, at any time, there will be no refund.

MISSTATEMENT OF FACTS

Any misrepresentation on any of our application's demographics, for example, age, sex, and tobacco use, etc, will lead to immediate termination of health plan and forfeiture of premiums. In the case of plan termination due to misstatement, any and all invoices accumulated are returned to the participant and will be the responsibility of the participant. Any changes in client information must be requested in writing and approved by the Plan Administrator, who in turn will make the decision if misrepresentation has occurred. Medical claims denied due to incorrect demographics will not be Covered. Any claims processed using the incorrect demographics will become the responsibility of the member. Should you notice an error or omission in your application after submission, notify the plan administrator's office in writing as soon as possible. Your notification should not be construed as a guarantee that your plan will not be cancelled. The plan administrator will review errors and omissions on a case by case basis. You will be notified of the administrator's decision.

OWNER

The enrollment names the participant. You, the participant, may use all rights and privileges granted in this benefit.

PROPER IDENTIFICATION

Participants must provide their Social Security Number (SSN) or their Individual Tax Identification Number (ITIN) on their application. Undocumented Immigrants are not allowed to participate until citizenship is established.

ATLAS HEALTH CARE ASSOCIATION

This arrangement is maintained pursuant to a collective bargaining agreement between the Association of Employee Participants for Affordable Benefits (AEPFAB), OASIS LABOR ALLIANCE, and Affirmative Employers Labor Benefit Union (AFFIRMATIVE EMPLOYERS LABOR BENEFIT UNION, a 501.c.5 labor union). AEPFAB, OASIS LABOR ALLIANCE, and AFFIRMATIVE EMPLOYERS LABOR BENEFIT UNION are proud sponsors of the ATLAS AHP (Association Health Plan). By signing and submitting an application to ATLAS, the applicant acknowledges that he/she has joined the AEPFAB. This benefit is not an insurance product, but an Association Health Plan that complies under ERISA rules.

1. By stating that you are not a tobacco user, you are certifying that you have not used any tobacco products during the previous 12 months
 2. (AEPFAB ~ https://opencorporates.com/companies/us_ca/C4131625).
-

MEMORANDUM OF UNDERSTANDING

By and Between

(NAME OF EMPLOYER)

and

(NAME OF LABOR ORGANIZATION)

Duration:

through

TABLE OF CONTENTS

ARTICLE NUMBER	ARTICLE DESCRIPTION	PAGE NUMBER
	PREAMBLE	3
1.	RECOGNITION & SECURITY	3
2.	WAGES & PAY DAYS	4
3.	HOURS, HOLIDAYS, VACATION & SENIORITY	5
4.	WORKING CONDITIONS & DISCHARGE	6
5.	BENEFITS	8
6.	NEUTRALITY & NO-STRIKE-NO LOCKOUT	10
7.	GRIEVANCE & ARBITRATION PROCEDURE	10
8.	LIMITATION OF CONTRACT	11

PREAMBLE

This Memorandum of Understanding ("MOU" or "AGREEMENT") is entered into by and between _____ (the "EMPLOYER") and _____ (NAME OF LABOR ORGANIZATION, hereafter the "ORGANIZATION"), a 501(c)(5) national labor organization, (collectively the "PARTIES").

AGREEMENT

In entering into this agreement, the PARTIES express a shared belief in and commitment to the right to work, the free flow of capital and labor, and the intent to advance the cause of workers represented by the ORGANIZATION. The PARTIES agree to promote a harmonious and collaborative relationship between EMPLOYER and its employees in the workplace, and they agree that it is their mutual aim to act at all times in such a manner as to treat all employees of the EMPLOYER with the utmost respect and dignity.

Nothing in this document shall be construed to contradict applicable state or federal law.

NOW THEREFORE, the PARTIES hereby mutually agree as follows:

ARTICLE 1 RECOGNITION & SECURITY

Section 1. The EMPLOYER recognizes, now and during the whole term of the contract and all renewals thereof, the ORGANIZATION as the exclusive bargaining representative regarding wages (Article 2), hours (Article 3), and working conditions (Article 4) for all its employees excluding supervisors, managerial and confidential employees, as defined by the National Labor Relations Act.

Section 2. The PARTIES recognize all employees coming under this Agreement shall become members in good standing of the ORGANIZATION within thirty (30) days of initial employment and shall remain members in good standing for the term of this Agreement.

Section 3. Employees in the bargaining unit shall pay the annual ORGANIZATION membership fee. The PARTIES furthermore agree that the ORGANIZATION reserves the right to audit and confirm EMPLOYER's compliance to local and federal requirements such as Workers' Comp and/or Health Care, that require audit reports for compliance purposes. Such audits will be performed at no charge to the EMPLOYER provided the EMPLOYER submits its payroll to, or enlists the payroll services of the ORGANIZATION.

Section 4. The ORGANIZATION recognizes that it, or its Member Associate representative/s, may be given access to or acquire information that is proprietary to or confidential to the EMPLOYER or its affiliated companies or their employees. The PARTIES agree that all information obtained by the ORGANIZATION shall be deemed to be confidential and proprietary information, and not to be shared, conveyed or sold to any third party.

Section 5. This AGREEMENT shall endure from _____ until _____.

Section 6. This AGREEMENT shall _____ or shall not _____ apply to temporary or independently contracted workers.

Section 7. The Agreement shall be subject to change or supplement any time by mutual consent of the PARTIES hereto. Any such change or supplement agreed upon shall be reduced to writing.

ARTICLE 2 WAGES & PAY DAYS

Section 1. The EMPLOYER agrees to pay the employees covered by this AGREEMENT a monetary payment on a _____ (weekly, monthly, semi-monthly, bi-weekly etc.) basis on a designated day at the _____ hour (time of day), as prescribed below:

Sub-section 1a: All employees hired on or after _____ shall never be paid less than the state regulated minimum wage, and shall receive a minimum of _____% increase on the anniversary date of his or her employment. The employee, the EMPLOYER and upon employee's authorization, an ORGANIZATION Member Associate representative, shall negotiate for an hourly or salaried pay rate based on individual performance and/or responsibilities.

Section 2. When an employee is called out for work outside of his regularly scheduled working hours, the employee will be paid as required by state or federal law.

Section 3. Employees who leave the employment of the EMPLOYER for any reason shall receive their wages and personal property in full on the day of termination, or as permitted by law.

**ARTICLE 3
HOURS, HOLIDAYS, VACATION & SENIORITY**

Section 1. _____ hours shall constitute a normal day's work and _____ hours shall constitute a normal week's work for a full-time employee.

Section 2. All hours worked more than eight (8) hours in a work day and forty (40) hours in a regular work week, Monday through Friday, shall be paid for at the rate required by state or federal law.

Section 3. Any employee who reports for work by order of the EMPLOYER or reports for work on his regular shift without prior notice from the EMPLOYER not to do so, or who is not put to work or who works less than two (2) hours shall be paid as required by state or federal law.

Section 4. All regular employees shall receive _____ straight time hours pay for the following holidays not worked:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Section 5. Overtime payment shall not be duplicated for the same hours worked under any terms of this AGREEMENT, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under any other provision.

Section 6. Vacation will begin to accrue after an employee has completed a _____ day probationary period, at which time the employee shall be provided a specified paid vacation as indicated below:

Sub-section 6a. Employee with less than _____ years of service will be provided a minimum of _____ hours of paid vacation per year.

Sub-section 6b. Employee with _____ years of service, but less than _____ years of service will be provided a maximum of _____ hours of paid vacation per year.

Sub-section 6c. Employee with _____ or more years of service will be provided a maximum of _____ hours paid vacation per year.

Sub-section 6d. The EMPLOYER shall have the exclusive right to determine and approve employee vacation schedules. In the event that there are employee conflicts in request for vacation, the EMPLOYER may employ employee seniority in the approval and scheduling.

Sub-section 6e. Nothing in this section is intended to supersede applicable state regulations for Vacation.

The EMPLOYER may choose to attach a copy of their Vacation Policy to this AGREEMENT, so long as the Vacation Policy is agreeable with state regulations.

Section 7. Employees required to take time off from their employment during any one working day to secure treatment because of injury or sickness arising out of and in the course of their employment shall receive pay for such time not exceeding the balance of the current day. Exception: If this day would be included in time covered by Workers' Compensation.

Section 8. An employee summoned for Jury Duty shall be allowed the necessary time off for such service as required by state law. However, the EMPLOYER reserves the right to attempt to obtain a release from the Jury Duty for any employee so summoned. Jury Duty requiring more than three (3) days shall be reviewed on a case by case basis

The following states require by law that an employer pay employees while serving jury duty: Alabama, Colorado, Connecticut, Louisiana, Massachusetts, Nebraska, New York and Tennessee.

Section 9. The EMPLOYER recognizes the principle of seniority in connection with layoffs and re-employment after layoffs, to the extent that where, in the judgment of the management, the qualifications of the employees involved to perform the work are substantially the same, the employee having the longer term of continuous service will be given the preference. For the purpose of determining the date of seniority of employees, it is understood that employee's seniority shall date from the commencement of their last continuous service with the EMPLOYER.

Section 10. Employees shall lose their seniority rights and status as employees of the EMPLOYER by voluntarily quitting the job; or by failure to report for work for _____ consecutive days without excuse; or by termination.

Section 11. Employees who are eligible voters shall receive time off to vote on election days as required by state and federal law.

ARTICLE 4 WORKING CONDITIONS, SAFETY & DISCHARGE

Section 1. The ORGANIZATION may, at any time during the life of this contract, call to the attention of the EMPLOYER any conditions under which employees are working that are by state or federal regulations considered grossly unlawful, unhealthy, unsafe, or unsanitary.

Section 2. Because EMPLOYER controls the facilities in which an assigned employee works, it is agreed that EMPLOYER is primarily responsible for compliance with the

Occupational Safety and Health Act (OSHA) and comparable state laws and regulations there under.

Section 3. It is the EMPLOYER's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards, and to promote employee safety and accident prevention in and around all operations and premises. The EMPLOYER shall maintain safe, sanitary and healthful conditions and shall provide first aid equipment to take care of employees in case of an accident or illness. It shall be the responsibility of each employee to maintain his place of work in a clean and orderly condition. Employees shall be required to observe safety rules, including the use of prescribed safety equipment or clothing. As a condition of continued employment, all employees shall be required to conform to all reasonable work rules and regulations that may be issued by the EMPLOYER from time to time pertaining to the operations, health and safety. All employees must adhere to and follow all EMPLOYER safety policies and procedures. Adequate personnel protective devices, safety equipment and the like shall be supplied by the EMPLOYER and employees shall be required to use them as instructed by the EMPLOYER and in accordance with all Federal, State, Local or Governing Agency rules and regulations.

Section 4. The management of the EMPLOYER and the direction of the working force, including the right to plan, direct its operations, to hire, suspend, discipline, discharge, transfer, or to relieve employees from duty because of lack of work, or for other legitimate reasons as per Article 4 Section 5, and to make shop rules for the government of the EMPLOYER is vested exclusively in the EMPLOYER, provided, however, that such action by the EMPLOYER does not conflict with the provisions of this AGREEMENT.

Section 5. Employees during their _____day probationary period may be discharged at the sole discretion of the EMPLOYER without the right of appeal. Employees that have already met their probationary period, considered regular employees, shall be discharged for just cause, such as but not limited to: drunkenness, the use of intoxicating liquors on the job, tardiness, gross insubordination, willful disobedience to any reasonable and proper instructions not in conflict with this AGREEMENT, dishonesty, incompetence, excessive or unreasonable absenteeism, or violation of any of the provisions of this contract shall be grounds for discharge, but the enumeration of these grounds shall not preclude the EMPLOYER from discharging, suspending, demoting, or otherwise disciplining employees for other proper causes. It is specifically understood that the EMPLOYER's failure to discipline or discharge an employee for any of the above-mentioned acts or for the violation of EMPLOYER rules or for other conduct meriting discipline or discharge, shall not be considered a waiver of the EMPLOYER 's rights to discipline or discharge such employee for similar future conduct or violations.

Section 6. Where required by law, employees working over five hours shall be allowed a meal period. The _____minute meal period must be provided between the second and fifth working hour. In the event of a longer-than-usual workday (more than 8 hours), the second _____minute meal period must be given within five hours from the end of the first meal period and for each five-hours worked thereafter. Meal periods are not considered hours of work and may always be unpaid as long as employees are

completely relieved from duty and receive an uninterrupted meal period. Meal periods are considered hours of work and must be paid when the EMPLOYER requires employees to remain on duty on the premises or at a prescribed work site and requires the employee to act in the interest of the EMPLOYER.

Section 7. Where required by law, employees shall be allowed a rest period of not less than ten (10) minutes on the EMPLOYER's time in each four hours of working time. The rest break must be allowed no later than the end of the third working hour. Employees may not waive their right to a rest period. The term "rest period" means to stop work duties, exertions, or activities for personal rest and relaxation. Rest periods are considered hours worked. Nothing in this regulation prohibits an EMPLOYER from requiring employees to remain on the premises during their rest periods. The term "on the EMPLOYER's time" is considered to mean that the EMPLOYER is responsible for paying the employee for the time spent on a rest period.

Section 8. There shall be no discrimination against any person based on association membership or activity, race, sex, sexual orientation, gender identification, creed, religion, color, national origin, age, marital or parental status, political belief, or physical or mental handicap.

**ARTICLE 5
BENEFITS**

Section 1. The PARTIES will jointly offer ERISA-based benefits to the employees of the EMPLOYER through a trust fund where EMPLOYER contributions are allocated into their respective plan funds. The ORGANIZATION ensures the compliance and protection of these contributions through a Surety Bond approved by the Federal Department of Treasury. The provisions in the Plan Trust Agreement and documents shall have control as to plan benefits and rights not specifically addressed herein.

The EMPLOYER understands these are ERISA-based benefits provided on condition that the EMPLOYER agrees that the employees of the EMPLOYER are officially Members of the ORGANIZATION. _____(Initial here).

Section 2. ERISA-based benefits EMPLOYER may offer its employees are:

Sub-section 2a. The WORKERS' COMPENSATION BENEFIT PROGRAM of the ORGANIZATION covers the ORGANIZATION members from on-the-job accidents or illnesses and meet the local state 's mandated coverage amounts (example: in CA = \$1million per accident; \$1 million per employee; \$1 million on aggregate), plus annual employee immunizations, annual physical coverage and a burial benefit of up to \$4,000 if the death occurred while on-the-job. (Please see exhibit attached.)

EMPLOYER contribution shall be: 100%
Member contribution shall be: 0%

Sub-section 2b. The HEALTH CARE BENEFIT PROGRAM of the ORGANIZATION covers the ORGANIZATION members through any of our jointly administered medical plans through a network of providers that consist of more than 5,000+ hospitals, 70,000 pharmacies, 90,000+ ancillary facilities and 1 million+ health care professionals and specialists throughout the US and Puerto Rico. All plans are compliant with the new health laws of the country. (Please see exhibit attached.)

EMPLOYER contribution shall be: _____ %
Member contribution shall be: _____ %

Sub-Section 2c. The DENTAL CARE BENEFIT PROGRAM of the ORGANIZATION that covers the ORGANIZATION members' dental needs through a large network of dental professionals in the US and Puerto Rico.

EMPLOYER contribution shall be: _____ %
Member contribution shall be: _____ %

Sub-section 2d. The RETIREMENT BENEFIT PROGRAM of the ORGANIZATION that covers the ORGANIZATION members' retirement needs starting at \$___per month.

EMPLOYER contribution shall be: _____ %
Member contribution shall be: _____ %

Section 3. The cost of implementing the funds and trust, including legal fees, bonding, postage, printing, adjudication, bill review, settlements, and claims shall be borne by and from each trust fund. Total EMPLOYER contributions are comprised of operational, organizing costs (49%), program reserves (21%) and plan trust assets (30%) per this Agreement and as described on billing invoices.

Section 4. The Plan Funds, including EMPLOYER contributions, shall be irrevocable except by mutual consent of the PARTIES to this Collective Bargaining Agreement. Mutual consent, as used herein, is defined as: a three-fourths (3/4) majority vote of the total members covered by the Plan, and a like vote of the EMPLOYER, with subsequent conformity to Article I Section 7.

ARTICLE 6 NEUTRALITY & NO-STRIKE-NO LOCKOUT

Section 1. The EMPLOYER agrees to be neutral regarding the efforts the ORGANIZATION performs to organize the association through a certified ORGANIZATION Member Associate representative.

Section 2. The EMPLOYER will provide the ORGANIZATION with a list of all employees, including full name, home address, job titles and department. The EMPLOYER will provide monthly updates of this information. The ORGANIZATION will regard this information as strictly confidential.

Section 3. The EMPLOYER will grant the ORGANIZATION and its Member Associate representative/s reasonable access to its facilities to meet with its employees in well-traveled non-work areas during non-work times (including breaks, lunch periods, and before and after shift changes) for purposes of grievance investigation or for the enrollment of employees in the benefits thereto.

Section 4. The ORGANIZATION agrees that during the existence of this agreement, unless the EMPLOYER refuses to arbitrate a grievance as per Article 7 or comply to Article 7 Section 3, not to strike against, picket, boycott, or perform any work stoppage endeavor against the EMPLOYER for any reason whatsoever, and to order its member-employees to perform their obligations to the EMPLOYER hereunder, and to use its best efforts to get the employees to perform such obligations.

The EMPLOYER agrees not to engage in any lockout unless the ORGANIZATION fails to comply with an arbitration award.

ARTICLE 7 GRIEVANCE & ARBITRATION PROCEDURE

Section 1. In agreeing to promote a harmonious and collaborative relationship between the EMPLOYER and the employees, the PARTIES agree that all grievances involving the interpretation and application of this AGREEMENT that may arise on a job covered by this AGREEMENT shall be handled in the following manner with the understanding that there shall be no suspension of work or strike or lockout.

Section 2. (Step a) The nature of any such grievance must first be reduced to writing prior to the consideration of the grievance between the aggrieved employee and his/her Foreman or Manager or Direct Supervisor (the ORGANIZATION Member Associate representative shall be present upon employee's request). Grievances shall be submitted within at least ten (10) working days of the occurrence. If the grievance is not settled, then (**Step b**) the ORGANIZATION Member Associate representative and the Foreman/Manager/Supervisor shall meet to discuss and settle the grievance.

If no settlement is reached in step (a) or (b) above, then (**Step c**) the grievance shall be reduced to writing and submitted to the EMPLOYER's primary Supervisor within ten (10) days of the completion of step (b). The primary Supervisor and a designated the ORGANIZATION Member Associate representative shall then meet within ten (10) days to settle the grievance.

Section 3. Arbitration in the event that the ORGANIZATION or the EMPLOYER elects to arbitrate the grievance, shall be heard by an arbitrator to be designated by mutual agreement of the PARTIES. In the event the PARTIES fail to mutually agree upon an arbitrator, either party may move to arbitration through the rules of arbitration as provided by the Federal Mediation and Conciliation Service.

The arbitrator's decision shall be final and binding on all PARTIES concerned. Any compensation required to be paid to the arbitrator shall be borne equally by the parties. The arbitrator shall have jurisdiction and authority to apply, interpret and determine compliance with the terms of this AGREEMENT but in no case, add to, deviate from, detract from or alter in any way the provisions of this AGREEMENT. The decision of the arbitrator shall be confined to the matter submitted to him for arbitration.

Section 4. The EMPLOYER will _____ or will not _____ pay into an Association-Employer Steward fund the total of \$_____ per year to fund the work of the Association's multi-employer Steward in assisting in settling member grievances.

ARTICLE 8 LIMITATION OF CONTRACT

Section 1. This instrument constitutes the entire contract between the PARTIES hereto, and the EMPLOYER, the ORGANIZATION, and its members will abide by it. Its provisions and the rights of the parties shall in no way be altered by reasons of any by-laws, rules, regulations, or customs of the ORGANIZATION. The EMPLOYER shall not be bound to grant any additional demands which may be made by the ORGANIZATION upon the EMPLOYER, except to comply with the terms hereof.

Section 2. This Agreement shall become effective on the date shown in Article 1 Section 5, and shall remain in full force and effect until midnight of the same and from year to year thereafter unless either Party shall, at least sixty (60) days prior to any anniversary date thereof, notify the other Party to this AGREEMENT in writing, of any proposed changes in this AGREEMENT. In the event, such notice is given, the PARTIES shall meet not later than fifteen (15) days after the receipt of such notice, and shall continue negotiations without necessary delay.

IN WITNESS THEREOF, the PARTIES hereto have executed this AGREEMENT as of the _____ day of _____, 20_____.

Signature & Title
EMPLOYER

Date

Signature & Title
ORGANIZATION

Date



ASSOCIATION OF
EMPLOYEE PARTICIPANTS FOR
AFFORDABLE BENEFITS

ASSOCIATION OF EMPLOYEE PARTICIPANTS FOR AFFORDABLE BENEFITS
MEMBERSHIP ENROLLMENT FORM

Affirmative Employer Labor Benefit Union is the provider of the Atlas Healthcare Association Benefit Plan. This arrangement is maintained pursuant to a collective bargaining agreement between Association of Employee Participants for Affordable Benefit (AEPFAB) and Affirmative Employer Labor Benefit Union. AEPFAB is a joint sponsor of the Atlas Healthcare Association Benefit Plan. By signing and submitting an application into the Atlas Healthcare Association Benefit Plan, you acknowledge voluntarily that he/she has joined AEPFAB.

As an employee I agree that questions or review of my benefit is to be mediated in a grievance procedure and/or hearing or through mediation via an alternative dispute resolution (ADR) in order to adjudicate any complaints or grievances to my benefits.

MEMBER INFORMATION (Please Print Clearly)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone (1): _____ Home Mobile

Phone (2): _____ Home Mobile

Email: _____ Preferred Language: _____

Employer Name: _____

Company Name: _____

I authorize the above listed labor organization to be my exclusive representative for collective bargaining on all jobs or association membership with present and future employers or voluntary benefit associations regarding wages, hours, benefits, and working conditions, beginning May 17, 2017 and continuing until revoked in writing.

Signature: _____ Date: _____