

**AGREEMENT**

**By and Between  
Crothall Services**

**And**

**NATIONAL UNION OF HOSPITAL AND HEALTH CARE**

**EMPLOYEES, AFSCME, AFL-CIO**

**and its affiliate DISTRICT 1199C**

**SERVICE AND MAINTENANCE UNIT  
At**

**HAHNEMANN HOSPITAL**

**June 1, 2006**

**through**

**June 30, 2010**

***great* people  
*great* service  
*great* results**

1548  
dm

ORIGINAL

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**WITNESSETH:**

WHEREAS, the parties hereto recognize that the enlightened participation of the public, management and labor is needed if The Company is to make its maximum contribution to the community, and recognizing that complete and uninterrupted patient care is of vital importance to the health, welfare and safety of the community, and desiring to establish a standard of wages and other conditions of employment under which members of the Union shall work for The Company during the term of this Agreement, and

WHEREAS, the parties hereto desire to regulate relations between the parties with a view to securing harmonious cooperation thereby averting interruptions and interferences with services to patients and building occupants,

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

**ARTICLE I- RECOGNITION**

1. The Company hereby recognizes the Union as the sole and exclusive bargaining representative of the employees of Crothall Services as defined in Section 1.1. below pursuant to certifications of the Pennsylvania Labor Relations Board Case No. PERA-R-28-E, Case No. PERA-R-1633-E and Case No. PERA-R-4189-E and this Agreement shall apply only to such employees.

1.1 The bargaining unit shall consist of all full-time and regular part-time service employees who regularly work eight (8) or more hours per week, who work for Crothall Services.

1.2 A temporary employee is one who is hired for a period of up to three (3) months, and who is so informed at the time s/he is hired, or a person who is hired to fill a temporary job, a special project or to replace any employee on leave of absence or vacation. The Company shall notify the Union prior to the implementation of special projects. Upon the expiration of the aforesaid three (3) month period, The Company may request an extension of another three (3) month period which extension shall not be denied by the Union. A temporary employee must become a member of the Union after his/her first three (3) month period in accordance with Article III. The Company agrees to identify temporary employees on monthly report.

## **ARTICLE I- RECOGNITION continued**

1.3 Effective July 1, 1983, work regularly and customarily performed by a bargaining unit employee shall not be performed by a student employee to the extent that it results in the layoff of the bargaining unit employee. A position filled by a full-time bargaining unit employee which becomes open will not be split into two or more part-time positions in order to provide employment for a student employee and no such position shall be filled by student employees unless it cannot be filled on a full-time basis. However, none of the foregoing restrictions shall apply where such work is part of a student's curriculum.

1.4 Supervisors shall not do work normally performed by employees, except for the purpose of instruction, supervision, experimentation, 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 Company to maintain safety or health, to prevent damage to equipment, facilities, property, and/or materials, to aid in correcting or repairing malfunctions, inadequate staffing due to absenteeism of department employees and unforeseen increases in workload.

## **ARTICLE II - CHECK-OFF**

1. Upon receipt of a written authorization from an employee in the form annexed hereto and marked Appendix "A", The Company agrees to check off from the first pay period of each month the employee's Union dues and to forward said payment to the Union or on before the 15th day of each month.

1.1 Employees who are required by the provisions of Article III, Union Security, to maintain their membership in the Union and do not sign check-off authorizations, shall adhere to the same payment procedure by making payments directly to the Union.

## **ARTICLE II - CHECK-OFF continued**

1.2 An employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join and remain a member of the Union as a condition of employment. Such employee shall be required as a condition of continued employment, to remit to the Sickle Cell Anemia Foundation, the Lupus Foundation or the American Cancer Society, each a recognized and valid charity under Section 501(c) (3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union, as provided for herein. Such sum shall be checked off by The Company from the employee's pay at the same time and in the same amount as initiation fees and dues are and should be remitted by The Company to the charity designated by the employee from the above list. Such designation shall be in the form of a written authorization.

1.3 Upon receipt of a written authorization from any employee in the form annexed hereto and marked Appendix "B", The Company agrees to check off once each month the sum specified in said authorization and remit the same to the Union for District 1199C Political Action Fund.

2. Upon receipt of a written authorization from an employee in the form annexed hereto and marked Appendix "C", The Company agrees to check off from each pay period the sum specified in said authorization and remit the same monthly to the District 1199C Credit Union.

3. There shall be no check off until an employee has satisfactorily completed his/her probationary period.

## **ARTICLE II - CHECK-OFF continued**

4. The Union shall indemnify and save The Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by The Company for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of Union members or by reason of The Company's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.

5. The Company shall be relieved from making such check off deductions from an employee upon his/her (a) termination of employment, (b) transfer to a job outside the bargaining unit, (c) layoff from work, (d) an excused leave of absence or (e) revocation of the check off authorization in accordance with the Article Union Security.

6. The Company agrees to furnish the Union monthly or as soon as thereafter practical the names of newly hired employees, their addresses, Social Security numbers, classifications and date of hire. The Company also agrees to furnish the Union with the names of terminated employees together with the date of their termination, job title, department and social security number. The Company also agrees to furnish the Union the names of employees who are on a leave of absence for more than one (1) month.

7. On written notice from the Union, The Company agrees to remit dues and initiation fees to the Union's Philadelphia Office if so designated beginning with the following month.

## **ARTICLE III - UNION SECURITY**

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

2. All employees on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this Agreement. The Company agrees to provide quarterly reports of part-time and per diem employees to the Union.

### **ARTICLE III - UNION SECURITY continued**

3. All employees hired after the effective date of this Agreement shall become members of the Union no later than the sixtieth (60th) 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.

4. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if s/he tenders his/her periodic dues and initiation fee uniformly required as a condition of continued employment.

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/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

The Union shall indemnify and save The Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by The Company for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of Union members or by reason of The Company's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.

### **ARTICLE IV -PROBATIONARY EMPLOYEES**

An employee shall complete his/her probationary period after s/he has worked at The Company for sixty (60) calendar days. The Company, with the consent of the Union, may extend the probationary period of any employee for an additional thirty (30) calendar days. If an employee is absent for any reason during his/her probationary period the number of days s/he was absent shall be added to the sixty (60) calendar days eligibility period and s/he shall not complete his/her probationary period until an equivalent amount of days have been worked. Any time during an employee's probationary period, s/he may be suspended, or discharged by The Company for any reason and such suspension or discharge shall not be subject to the Grievance or Arbitration Provisions of this Agreement.

## **ARTICLE V - WAGES**

1. Effective July 1, 2006, each employee covered by this Agreement shall receive an increase in his/her base weekly rate of three percent (3%). The job rate will not be increased and will remain the same.

2. Effective July 1, 2007, each employee covered by this Agreement shall receive an increase in his/her base weekly rate of three percent (3%). The job rate will not be increased and remain the same.

3. Prior to June 30, 2008 The Company shall meet with the Union for the purpose of negotiating wage increases, if any, for the years 2008 and 2009. It is understood that the subject of wage increases is the only subject, except as otherwise provided herein, that may be discussed during such negotiations and in all other respects, except as noted below, all other terms and conditions of the Agreement shall remain in effect for the term of the Agreement.

The exception as to the contract remaining in effect during the wage re-opener is Article XXI, No Strikes, Article XXVIII, Group Legal Fund Services, and Article XIX, Welfare. In the event that The Company and the Union are unable to agree upon a wage increase, if any, the Union shall be free to strike and The Company shall be free to lockout.

4. The across the board increases set forth in paragraph (1) through (2) shall apply to the minimum rates.

5. (a) In the event a new classification is established or an existing classification is substantially changed, The Company shall assign it to an existing pay grade in the wage schedule and advise the Union of a proposed rate for the new job.

(b) The Company shall provide the Union with a written job description of the new changed classification which shall describe the job contents sufficiently to identify the new duties.



## **ARTICLE V – WAGES continued**

(c) Upon receipt of the job description, the Union shall be given an opportunity to meet with The Company, if the Union wishes to meet, to discuss the new or changed classification and the assignment of a pay rate. If the parties are unable agree to a rate for the job, the rate for the job may be submitted through the grievance procedure.

(d) Classification titles deleted from Appendices of previous agreements because they were not in use will be restored to the former pay grade if an employee is assigned the full range of duties characteristic of the former classification.

(e) Maintenance Department employees who work in the capacity of Acting Forepersons shall receive an additional 5% over their existing rates of pay while acting in this capacity.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

**Procedure.** Should any grievance arise as to the interpretation of or alleged violation of this Agreement, the employee or employees affected or the Union shall process the grievance in accordance with the following procedure:

**STEP ONE.** The employee or employees affected shall take the matter up with his/her supervisor within ten (10) days of its occurrence, either directly or through a Union Delegate in an attempt to effect a satisfactory settlement. The supervisor shall have five (5) days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached, the grievant or Union may within five (5) days after the supervisor's answer appeal to-

**ARTICLE VI - GRIEVANCE PROCEDURE continued**

**STEP TWO.** The grievance shall be reduced to writing by the grievant or the Union and referred to the grievant's Department Head or his/her authorized representative. A hearing on the grievance shall be convened if requested by either party. The Department Head or his/her authorized representative shall have five (5) days after receipt of the grievance to give his/her answer. If no satisfactory settlement is reached within five (5) days after the Department Head's answer the grievant or the Union may appeal the matter to-

**STEP THREE.** The grievant or the Union will submit the written grievance to the Personnel Director who shall have ten (10) days in which to give his/her answer. A hearing on the grievance shall be convened if requested by either party.

If no satisfactory settlement is reached, the grievance may be appealed to arbitration by the Union upon written notice to The Company and the American Arbitration Association by registered mail within ten (10) days of the answer of the Personnel Director, except in cases of discharge, in which the time period shall be thirty (30) calendar days. The Arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

**Effect of Failure to Appeal.** Any grievance shall be considered as settled on the basis of the last answer of The Company if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence.

**Effect of Settlement.** The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between The Company and the Union shall be final and binding upon the employee, employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by The Company and the Union shall be final and binding upon all employees and upon any person affected thereby.

## **ARTICLE VI - GRIEVANCE PROCEDURE continued**

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

**Discharge.** An employee who has been discharged shall by-pass Steps One and Two of the Grievance Procedure and file his/her grievance directly with the Personnel Director within five (5) days of the discharge. The grievance shall then be processed in accordance with Step Three of the Grievance Procedure.

The Union will be informed of an employee's discharge or suspension within seventy-two (72) hours of the discharge or suspension.

An employee who is to be suspended or discharged shall have the right if s/he desires to have a Union Delegate represent him.

An employee who leaves work for disciplinary reasons may consult with his/her Union Delegate for a reasonable amount of time, not to exceed fifteen (15) minutes, before leaving the premises.

**Class Grievance.** A grievance which affects a substantial number or class of employees, and where the facts of the case are identical to all employees involved may initially be presented by the Union at Step III of the Grievance procedure so long as the grievance is filed within ten (10) days of its initial occurrence.

An employee shall have the right to have a union representative present at all disciplinary hearings if they so desire.

## **ARTICLE VII- ARBITRATION**

**Authority of Arbitrator.** The arbitrator will make his/her findings and render his/her decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement or to determine that any provision of this Agreement established an implied limitation upon The Company which is not herein specifically set forth. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

## **ARTICLE VII- ARBITRATION continued**

**Effect of Decision.** The decision of the arbitrator shall be final and binding upon The Company, the Union and the employees covered by this Agreement.

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

**Retroactivity.** Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the Grievance Procedure except if the grievance concerns an error in the employee's rate of pay, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by The Company and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved employees may have received from any source during the period for which back pay is claimed.

## **ARTICLE VIII - SENIORITY**

### **1. Definition**

(a) Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any capacity at The Company.

(b) Departmental seniority is defined as the length of time an employee has been continuously employed in a department.

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

### **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 most recent hiring.

**ARTICLE VIII – SENIORITY continued**

(b) Bargaining unit seniority, departmental seniority and classification seniority shall accrue during a continuous authorized leave of absence without pay for no more than six (6) months or for the period of maternity leave or leave for Union business provided that the employee returns to work immediately following the expiration of such unpaid leave of absence; 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; and during a sick leave up to six (6) months. The Company may in particular circumstances grant an extension in leaves of absence.

(c) A temporary employee shall have no seniority during the time s/he occupies this status of temporary employee. Should any temporary employee become a permanent employee, seniority shall be retroactive to the date of the employee's most recent hiring.

(d) Part-time employees who are regularly scheduled to work eight (8) hours per week or more shall accrue seniority as set forth in (a), (b) and (c) above on a pro-rata basis of actual hours worked. If a part-time employee has accumulated more full time equivalent seniority than a full-time employee, the part-time employee shall be considered to have greater seniority as it applies to the terms of this Agreement.

3. **Loss Seniority.** Seniority shall be broken when an employee:

(a) Quits, resigns or takes a job elsewhere when his/her regular work is available at The Company.

(b) Is discharged for cause.

(c) Is laid off for a period of twelve (12) consecutive months or a period exceeding the length of the employee's continuous service, whichever is less. Seniority shall not accrue after a layoff of six (6) consecutive months or more.

(d) Fails to report for work following recall from layoff or a decision of an arbitrator reinstating an employee who was discharged within two (2) working days after being notified by telegram or mail at the last address in The Company's records. The Company shall also send a copy of the notification to the Union.

**ARTICLE VIII – SENIORITY continued**

(e) Fails to return following the end of a leave of absence, vacation or sick leave unless the employee presents a reasonable excuse acceptable to The Company.

(f) Is employed by another employer during a leave of absence except for military duty.

(g) Fails to return following a disciplinary suspension.

(h) Is absent for forty-eight (48) consecutive hours without notifying The Company unless the employee presents an excuse acceptable to The Company.

**4. Seniority Lists**

(a) Seniority lists by bargaining units and classification shall be posted once during each contract year. Such lists will be subject to correction upon protest, but if no complaint is made by an employee within thirty (30) calendar days after posting, the date of hire and departmental classification for that employee, as published, will be assumed to be correct and shall be the basis, thereafter, for all seniority, subject, however, to any revisions that may result from settlement of any grievances which arose within the thirty (30) calendar day posting period.

(b) An employee who is continuously absent during said thirty (30) day period, including but not limited to leaves of absence, sick leave, vacation or disability, shall have ten (10) working days upon his/her return to work to inspect the seniority lists and advise the Personnel Office of any discrepancies.

(c) After the lists have been posted for thirty (30) calendar days, the Personnel Department shall make all appropriate changes and submit corrected copies to the Union, which will make them available to all bargaining unit employees.

**ARTICLE IX - LAYOFF**

If it becomes necessary to reduce The Company's work force because of lack of work, funding or an emergency that curtails normal operation, the following shall apply:

## **ARTICLE IX – LAYOFF continued**

1. In the event of a layoff within a job classification or group, all non-bargaining unit employees in the classification affected shall be laid off first. Probationary employees within the job classification shall be laid off next, followed by temporary employees, without regard to their individual periods of employment. Non-probationary part-time employees in the classification or group within the department shall be the next to be laid off on the basis of their bargaining unit seniority, provided the remaining employees have, in The Company's opinion, the present ability to perform the required work. Full-time, non-probationary employees shall be the next to be laid off based on bargaining unit seniority.

2. In the event an employee is scheduled to be laid off in one department and there exists a vacant position or a position filled by a probationary employee in another department which the employee has the present ability to perform, then bargaining unit seniority shall prevail in assigning such employee scheduled to be laid off to such vacant position or position filled by the probationary employee. This provision is not intended to circumvent Article XI, Promotion and Transfer, of this Agreement.

3. Employees to be laid off shall be given at least two (2) weeks' notice except in emergency situations. Probationary employees need not be given notice prior to layoff.

4. 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. Such super-seniority rights shall apply only in cases of layoff and recall.

5. Vacant positions shall be deemed to include those occupied by newly hired probationary and temporary employees in the bargaining unit for purposes of layoff and bumping.

6. In the event of a layoff within a department, like classifications shall be grouped together for the purpose of such layoff within the department.

## **ARTICLE X - RECALL**

1. Employees laid off shall be recalled by job classification or group in the inverse order of their layoff. If a vacancy occurs in a job classification or group where no laid-off employee has recall rights in that classification or group, laid-off employees within that department shall be given next consideration, provided in the opinion of The Company, they have the present ability to perform the work. Bargaining unit seniority shall govern where present ability to perform the job is considered equal. Whether an employee has the skill and present ability to perform the work when recalled to a classification different from the one s/he held at the time of his/her layoff shall not be subject to the grievance and arbitration provision of this Agreement.

2. Probationary employees laid off have no recall privileges.

## **ARTICLE XI - PROMOTION OR TRANSFER**

1. When a promotional opening occurs in a department, preference shall be given to the employee with the greatest skill and present ability to perform the new job. Departmental seniority shall govern where skill and present ability to perform the new job are considered to be equal.

In the event there is no one in the department with the skill and present ability to perform the new job, employees bidding for the position shall be considered on the basis of their bargaining unit seniority and on the basis of their ability to perform the work.

2. The Company has the right to determine the qualifications of employees for promotional purposes.

3. If any time within two (2) months The Company determines that any transferred or promoted employee is not qualified for the job or is not performing the work satisfactorily, after being counseled by The Company, the employee shall be returned to the job from which s/he transferred or was promoted without loss of seniority. An employee shall not exercise his/her promotional opportunity more than once in twelve (12) months, except with the approval of his/her department head and the department head of the department into which the employee is to be promoted or transferred.



#### **ARTICLE XI - PROMOTION OR TRANSFER continued**

4. When an employee is permanently transferred or promoted, such employee shall be paid the rate of the job to which s/he has been transferred or promoted. An employee who is promoted to a higher grade will receive an increase of at least twenty-five (\$.25) per hour, except when such increase will result in the promoted employee receiving a higher rate of pay than the highest paid incumbent in that grade, in which case the promoted employee's rate of pay will be the same as the highest paid incumbent.

5. When an employee is temporarily transferred or promoted to a higher-rated job and works in that job for an entire shift, s/he shall receive the rate for that job.

#### **ARTICLE XII - OVERTIME**

1. For all employees except those working in the Nursing Department, Dietary Department, Central Supply Room, Operating Room and General Services employees in the Hospital, time and one-half shall be paid for all hours or parts of hours actually worked in excess of forty (40) hours in any one (1) week.

2. Employees working in the Nursing Department, Dietary Department, Central Supply Room, Operating Room and General Services employees in the Hospital, shall be paid time and one-half for all hours or parts of hours actually worked in excess of eight (8) hours in any one day and in excess of eighty (80) hours in a two-week period. There shall be no pyramiding of overtime.

3. Paid leaves, except sick leave, shall be considered as time worked for overtime purposes.

4. Whenever overtime or additional hours are available, they shall be distributed equally within the affected classification; Scheduled hours available for overtime will be posted in a central location so that employees may sign up to work such additional hours. Part time employees will be offered additional hours before full-time employees.

### **ARTICLE XIII - SHIFT DIFFERENTIAL AND SHIFT ASSIGNMENTS**

1. A shift differential of ten (10%) percent per hour of an employee's regular straight-time rate shall be paid to all employees assigned whose straight-time hours start at or after 2:00 P.M. and before 6:00 A.M.

Shift differential shall be included when calculating an employee's holiday pay, sick pay or vacation pay only, and shall not be included for any other benefit whatsoever.

2. When the operations of a department permit, an employee shall have preference over new employees in filling vacancies on another shift in the classification in which s/he is then working. In the event management deems it necessary to assign a newly hired employee to a vacancy instead of a senior employee who has requested a transfer, in order to train the newly hired employee, after the newly hired employee has been trained sufficiently and has demonstrated his/her ability to perform the work required on the senior employee's shift, management will not unreasonably withhold its approval of such senior employee's request for transfer. Training of employees shall be no longer than six (6) months except where such cases are documented and information is provided to the Union. If such transfer is approved, the newly hired employee will be transferred to the senior employee's former shift. In the event the senior employee's request for transfer is denied, it will be subject to the Grievance and Arbitration Provisions of this Agreement.

3. In the event a new shift is established, The Company will request volunteers. If no employee volunteers, individuals will be selected for the shift assignment based on job classification in inverse order of seniority.

#### **ARTICLE XIV - DEATH IN FAMILY**

In the event of the death of an employee's parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent or grandchild, sister-in-law, brother-in-law, stepparent, stepbrother, stepsister and stepchildren an employee who has completed his/her probationary period will be allowed up to three (3) regular scheduled days off with pay at his/her regular straight-time rate provided time off is taken between the date of death and the day following the funeral. In the event the funeral is scheduled on a day that is not a regularly scheduled work day for the employee, s/he shall not receive any pay for that day under this provision. Advance notice must be given to the employee's supervisor before any time off can be taken.

An employee shall be able to use vacation, personal or unpaid days to extend bereavement leave with the approval of the Department Head.

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

#### **ARTICLE XV - JURY DUTY**

The Company agrees to compensate all regular full-time employees and all regular part-time employees who work eight (8) hours a week or more and who have completed their probationary period, the difference between the wages they would have received at their regular straight-time rate and the compensation they actually receive while serving as a juror for all time lost from their regular working hours. This provision shall not apply if an employee volunteers for jury duty. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Personnel Office and The Company may request that the employee be excused from such jury duty.

#### **ARTICLE XVI - SICK LEAVE**

1. Sick leave is defined as the absence of an employee from his/her regularly scheduled work because of illness or an injury which is non-work connected and not compensable under the Pennsylvania Worker's Compensation Laws. An employee may use up to two (2) sick days or partial sick days per year to cover time lost from work for visits to the doctor or dentist, provided such time is requested at least five (5) working days in advance and approved.

## **ARTICLE XVI - SICK LEAVE continued**

Such approval shall not be unreasonably denied. An employee may use up to two (2) sick days or partial sick days per year to cover time lost from work for care of an employee's parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent or grandchild who are ill.

2. Upon the completion of a regular full-time employee's probationary period, s/he shall earn paid sick leave at the rate of one (1) day for each month of continuous employment up to a maximum of one hundred-thirty (130) days.

3. Unused sick leave shall not be paid upon an employee's termination of employment. However, effective July 1, 2005 employees retiring at age sixty-four (64) shall be paid for accumulated sick leave up to a maximum of thirty-six (36) days. Effective July 1, 2006 employees retiring at age sixty-three (63) shall be paid for accumulated sick leave up to a maximum of thirty-six (36) days. Effective July 1, 2007, employees retiring at age sixty-two (62) shall be paid for accumulated sick leave up to a maximum of thirty-six (36) days.

4. The Company reserves the right to require a doctor's certificate in order for an employee to receive sick leave for absences of more than two (2) days. In order to qualify for sick leave, an employee or member of his/her family must notify his/her supervisor of his/her absence in accordance with departmental procedure, which shall be no more than two (2) hours prior to the start of the shift, except that the Nursing Department may require up to three (3) hours notice prior to the start of the evening and night shifts.

5. Employees will continue to earn vacation and holiday benefits while out on paid sick leave. However, holidays falling within an employee's paid sick leave will be granted only after the employee has returned and has worked for two (2) weeks.

6. An employee on a leave of absence shall not earn sick leave under the provisions of this Article.

7. Part-time employees shall receive pro-rata sick leave benefits.

## **ARTICLE XVI - SICK LEAVE continued**

8. In the event that an employee becomes eligible for benefits under the Pennsylvania Worker's Compensation Laws due to sickness or injury as a result of employment, the employee shall be paid at his/her regular rate of pay for the first seven (7) calendar days in which the employee loses time due to such illness or injury. If the employee remains eligible for Worker's Compensation for at least fourteen (14) calendar days, the employee shall reimburse The Company for the seven (7) calendar days' pay as aforesaid.

9. Pay for any day of sick leave shall be at the employee's regular pay. However, in the event that an employee's illness extends beyond seven (7) consecutive days, The Company will pay the employee to the extent of his/her entitlement and for each day during which an employee collects disability benefits, one-third (1/3) of a day's pay per diem (to be charged to employee's accumulated sick leave) to supplement disability benefits paid under the Union's welfare plan which amounts to two-thirds (2/3) of a day's pay to make a total of one (1) full day's pay for each such day of sickness.

10. In the event an employee is injured while on the job and is sent home or admitted to the hospital by the Employee/Student Health Clinic, or when that is closed, by the Emergency Room, before the end of his/her shift, s/he shall be paid for the entire shift.

In the event an employee becomes ill and is sent home, the employee shall be paid for the hours actually worked and the hours remaining in the employee's shift shall be charged to the employee's accumulated sick leave. An employee will not be charged for services rendered by the Employee/Student Health Clinic or the Emergency Room during working time.

## **ARTICLE XVII - HOLIDAYS**

1. New Year's Day, Martin Luther King, Jr. Day, Norman Rayford Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day shall be paid holidays. Each regular full-time employee not scheduled to work on any such holiday shall be paid the number of hours s/he is regularly scheduled to work at his/her regular straight-time rate of pay, and each part-time employee not scheduled to work on any such holiday shall be paid the number of hours s/he is regularly scheduled to work at his/her regular rate of pay on a pro-rata basis based upon the average number of hours per day s/he worked during the thirty (30) day period immediately preceding the holiday, provided that:

(a) such employee has satisfactorily completed his/her probationary period preceding the holiday involved; and

(b) such employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the holiday, except for absence approved by The Company.

2. In addition, an employee may request and be granted three (3) personal holidays of their choice provided fifteen (15) days advance notice is given and there is no conflict with the work schedule of the Department. In the event of an emergency, an employee may request the use of his/her three (3) personal holidays without giving fifteen (15) days advance notice provided, that advance approval is sought and obtained, with as much notice as possible and provided further that such approval shall not be unreasonably denied. Each regular full-time employee shall be paid the number of hours s/he is regularly scheduled to work at his/her regular straight-time rate, and each part-time employee shall be paid the number of hours s/he is regularly scheduled to work at his/her regular rate of pay on a pro-rata basis based upon the average hours per day s/he worked during the thirty (30) day period immediately preceding the holiday, provided that:

(a) such employee has satisfactorily completed his/her probationary period preceding the taking of such holiday; and

(b) such employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the holiday, except for absence approved by The Company.

## **ARTICLE XVII – HOLIDAYS continued**

3. When a scheduled holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a scheduled holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

4. Employees who work on Christmas Day, New Years Day, Martin Luther King, Jr. Day, Norman Rayford Day, Memorial Day, July 4, Labor Day and Thanksgiving Day shall receive time and one-half for all hours actually worked. The employee shall be given another day off with pay within thirty (30) days prior to or after the holiday or pay in lieu thereof, subject to approval of the Department Head or supervisor. The employee may indicate a preference for another day off or pay in lieu thereof, but the final decision shall be at the discretion of the Department Head or supervisor.

5. If a holiday falls on an employee's scheduled day off, s/he shall be given another day off with pay within thirty (30) days prior to or after the holiday or pay in lieu thereof at the option of The Company.

6. If a holiday falls during an employee's vacation, at the option of The Company the vacation may be extended by one (1) day or the employee may be granted another vacation day mutually agreed upon by The Company and the employee.

7. An employee who is scheduled to work on any holiday and does not work shall receive no holiday pay unless s/he presents an excuse acceptable to The Company.

**ARTICLE XVIII - VACATIONS**

1. Each regular full-time employee and each regular part-time employee who works eight (8) hours per week or more and is on The Company's active payroll shall be entitled to a vacation as set forth below on the basis of the number of hours s/he is regularly scheduled to work per day at his/her regular straight-time rate.

<u>Continuous Service</u>	<u>Paid Vacation</u>
One to Eight Years	10 Work Days
Eight to Fifteen Years	15 Work Days
Over Fifteen Years	20 Work Days

(An employee who has worked for six (6) months but less than less than one (1) year may take five (5) work days of their first year's vacation at that time).

3. Vacation benefits shall be earned as follows:

(a) Employees entitled to ten (10) work days vacation shall earn 5/13's of a day per bi-weekly pay period:

(b) Employees entitled to fifteen (15) work days vacation shall earn 15/26's of a day per bi-weekly pay period; and

(c) Employees entitled to twenty (20) work days vacation shall earn 10/13's of a day per bi-weekly pay period.

An employee who does not take all of his/her earned vacation during his/her vacation year may carry over into the following vacation year, a maximum of one-half (1/2) of his/her earned vacation days. These carried-over days must be taken in the vacation year immediately following the year they were earned or the days shall be forfeited and the employees shall not receive pay in lieu thereof.

4. Employees are required to give advance notice to their Department Heads of their vacation request in accordance with Departmental procedure. In no instance shall the advance notice be less than three (3) weeks. The number of employees on vacation at one time shall be at the discretion of The Company. Where there is a conflict in choice of vacation time among employees covered by this Agreement, departmental seniority shall prevail.



## **ARTICLE XVIII – VACATIONS continued**

5. Vacation may be granted in full hours or work days. Consistent with Department staffing requirements, there shall be no limit on the amount of vacation an employee may take at any one time. Vacation pay may be received in advance provided that two weeks prior notice is given requesting pay.

6. Regular full-time and part-time employees with at least one (1) year of continuous service and who resign shall receive pay in lieu of unused earned vacation, provided advance notice equal to the earned paid vacation days is given.

Full-time or part-time employees who are laid off due to lack of work or are terminated shall be paid all earned vacation time up to the day of layoff or termination.

7. Licensed Graduate Practical Nurses shall be governed by Section 2 of this Article, except that they shall be entitled to receive fifteen (15) work days of vacation after one (1) year of service.

8. Part-time regular employees shall be entitled to vacation on a pro-rated basis.

9. In the event that an employee, while on vacation, incurs a bona fide medical emergency and is admitted to a hospital as a patient for at least one (1) overnight stay, the employee's leave status will be changed from vacation leave to sick time. Proper documentation for the period of hospitalization must be furnished to the employee's immediate supervisor for approval action.

## **ARTICLE XIX - WELFARE**

1. Effective July 1, 2006, The Company shall contribute to the Benefit Fund for Hospital and Health Care Employees - Philadelphia and Vicinity (hereinafter called the "Fund") a monthly sum equal to twenty-nine point eight percent (29.8%) of gross payroll for all employees in the bargaining unit covered by this Agreement, including part-time employees, but excluding employees who have not completed their probationary period.

## **ARTICLE XIX – WELFARE continued**

Prior to June 30, 2008 The Company shall meet with the Union for the purpose of negotiating contribution increases, if any, for the years 2008 and 2009. It is understood that the subject of contribution increases is the only subject, except otherwise provided herein, that may be discussed during such negotiations and in all other respects, except as noted below, all other terms and conditions of the Agreement shall remain in effect for the term of the Agreement.

The exception as to the contract remaining in effect during the welfare contribution re-opener are Article V, Wages, Article XXI, No Strikes and Article XXVII, Group Legal Fund Services. In the event that The Company and the Union are unable to agree upon a wage increase, if any, the Union shall be free to strike and The Company shall be free to lockout.

2. The Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust and any amendments thereof, which provide for equal representation by the Union and the Employer contribution to said Fund and that any dispute whatsoever that may arise or deadlock that may develop shall be submitted in arbitration except as may be otherwise provided for in said Agreement and Declaration of Trust and his/her decision shall be final and binding.

3. An independent audit of the Fund shall be made annually and a statement of the results thereof shall be furnished to The Company.

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

5. The Company agrees to make available to the Fund such records of employees as classifications, names, social security numbers, dates of hire, hours of work or wages paid, date of termination or leave, and such other information as may be required by law or by the Union's Benefit Fund in order to determine the eligibility of employees for the Plan benefits. The Employer agrees to permit an accountant for the Plan to audit such records to verify the accuracy of its payment.

## **ARTICLE XIX – WELFARE continued**

6. Effective January 1, 2006, each employee for whom The Company makes a contribution to the Health and Welfare Fund shall pay \$15.00 per week by way of payroll deduction as a contribution towards benefits. Effective the first full pay period of January 1, 2007, each employee shall pay a total of \$20.00 per week by way of payroll deduction as a contribution towards benefits. Prior to June 30, 2008 The Company shall meet with the union for the purpose of negotiating contribution increases, if any, for the years 2008 and 2009. It is understood that the subject of contribution increases is the only subject, except otherwise provided herein, that may be discussed during such negotiations and in all other respects, except as noted above. All other terms and conditions of the Agreement shall remain in effect for the term of the Agreement. Such amounts shall be added to the percentage contributions set forth in sub-paragraph (1).

## **ARTICLE XX - NON-DISCRIMINATION**

Neither The Company nor the Union shall discriminate against any employee covered by this Agreement, on account of race, color, religious creed, national origin, sex, age or political affiliation.

## **ARTICLE XXI - NO STRIKES, LOCKOUTS AND WORK STOPPAGES**

1. **No Strikes, Work Stoppages, etc.** Employees shall not engage in any strike, slowdown, sit-down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the cause therefore. Neither the employees, the Union, nor any officers, agents or other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate in any strike, slowdown, sit-down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement.

2. **No Lockouts.** The Company agrees not to engage in any lockout during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.

**ARTICLE XXI - NO STRIKES, LOCKOUTS AND WORK STOPPAGES continued**

3. **Additional Procedure.** In the event of a violation of this Section No Strikes, Lockouts and Work Stoppages, and in addition to any other remedy, The Company may file a grievance regarding such violation by notice thereof to the Union and to the American Arbitration Association which shall within twenty-four (24) hours upon receipt of the grievance, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twelve (12) hours of his/her appointment upon telegraphic notice to The Company and the Union, and shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as s/he may deem appropriate to terminate such violation, of paragraph No Strikes, Work Stoppages, etc. No opinion shall be required, but only a written award and order by the arbitrator. It is agreed that such award and order may be immediately confirmed without notice to any other interested party by any court of competent jurisdiction upon the motion, application or petition of The Company. The same procedure shall be applicable in the event of a violation of paragraph No Lockouts by The Company.

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

**ARTICLE XXII - UNION ACTIVITY, ACCESS TO HOSPITAL AND BULLETIN  
BOARDS**

1. Representatives of the Union after first reporting and receiving permission of the Director of Personnel or his/her duly authorized representative shall have reasonable access to Hahnemann for purposes of administering this Agreement. Where a representative of the National Union finds it necessary to enter a department of Hahnemann, she/he must also receive the permission of the Department Head and Crothall Manager.

**ARTICLE XXII - UNION ACTIVITY, ACCESS TO HOSPITAL AND BULLETIN  
BOARDS continued**

2. Whenever a Union Delegate finds it necessary to leave his/her department (or in the case of Stiles Hall, one apartment building) and go into another department of Hahnemann to investigate a grievance, s/he must receive the permission of his/her Department Head to leave the department in which s/he works and the permission of the Department Head of the department in which s/he wishes to enter. A Union Delegate can investigate a grievance within his/her own department after receiving the permission of his/her Department Head to leave his/her work station. Such visits shall not interfere with the operation of The Company.

3. The Company will provide six (6) enclosed bulletin boards for exclusive use of the Union for the purpose of posting proper Union notices, at the following locations: Maintenance, Environmental Services, First Floor South Tower, Dietary, New Hospital Building Basement, and the College. There shall be no other general distribution, posting by employees of pamphlets, advertising or political matters, notices or other kind of literature upon The Company's premises.

4. A Labor Management Committee consisting of representative members of both Union and The Company will meet at least once every three (3) months to discuss issues of mutual concern. Mutually agreed upon items will be established before each meeting. This Committee and its actions will not be used to replace the Grievance Procedure.

5. A Union Delegate who wishes to attend the regular delegate assembly must notify his/her Department Head at least fifteen (15) days prior to the meeting. Union delegates will be given, upon written notification and request, two (2) days off in each contract year with pay for training and conferences. Upon receiving the aforesaid fifteen (15) days notice, the Department Head shall adjust the delegate's work hours in order that the delegate may attend the meeting; provided however, that the rescheduling of hours does not impair the operation of the Department.

**ARTICLE XXII - UNION ACTIVITY, ACCESS TO HOSPITAL AND BULLETIN BOARDS continued**

6. No solicitation of whatever nature on behalf of the Union shall be conducted on The Company's premises without first obtaining the permission of the Director of Human Resources.

**ARTICLE XXIII - SAFETY**

1. The Company will make all reasonable provisions for the safety and health of its employees in accordance with the applicable laws. The union agrees to cooperate with The Company in assuring conformance to all established safety regulations.

2. The Company shall provide such medical services and tests as it deems necessary for assessment of possible exposure to hazards and toxic substances at no cost to the employee. The Company agrees to provide each employee's physician, upon written request by the physician, with a complete report of the results of any test or examinations given to him/her.

3. The Company will provide protective clothing as required by OSHA regulations for the Chemical, Hygiene, and Blood Borne Pathogen Act.

4. One (1) representative of this bargaining unit shall serve on the Company Safety Committee, and shall not lose wages for time spent participating on the Committee.

5. Employees shall be responsible for the purchase of their own safety shoes.

**ARTICLE XXIV - MAINTENANCE UNIFORMS AND CALL BACK**

1. Each maintenance employee shall receive eight (8) total pieces of clothing, pants and shirts per year.

#### **ARTICLE XXIV - MAINTENANCE UNIFORMS AND CALL BACK continued**

2. Any maintenance employee who is called back to work after finishing his/her regular day's work shall receive time-and-one-half (1-1/2) his/her straight-time hourly rate for all hours actually worked during the call-back or four (4) times his/her straight time hourly rate whichever is greater.

3. The Company will make adequate provisions for tool security in the shop area.

4. In the event a uniform is lost due to job hazards, The Company shall replace the uniform or reimburse the employee the cost of the uniform, at the option of The Company.

#### **ARTICLE XXV - PENSION FUND**

1. The Company shall pay a monthly contribution to the Pension Fund for Hospital and Health Care Employees - Philadelphia and Vicinity (hereinafter called the "Fund") of 7.56% of the gross payroll for the employees within the bargaining unit of the Hospital, exclusive of those employee who have not complete the probationary period.

Such payments will be used by the Trustees of the Philadelphia and Vicinity Pension Fund for Hospital and Health Care Employees for the purpose of providing pension or retirement benefits for the employees within the bargaining unit, as the Trustees may from time to time determine.

2. Such payments by The Company shall be made monthly based upon the previous month's payroll.

**ARTICLE XXV - PENSION FUND continued**

3. The Fund shall be administered under the terms and provisions of the Agreement and Declaration of Trust and any amendments thereof which provide for equal representation by the Union and the Employer contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop between such Trustees shall be submitted in arbitration before an arbitrator or umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding.

4. An independent audit of the Philadelphia and Vicinity Pension Fund for Hospital and Health Care Employees shall be made annually and a statement of the results thereof shall be furnished to The Company.

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

6. Such 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.

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

8. The Company's obligation with respect to contributions to existing pension plans to March 10, 1975, shall be the present cost of such existing plans to the Hospital per employee. The Company agrees that all employees whose rights have vested in the existing pension plan shall be entitled to those rights either in the form of a deferred benefit, or in the form of a present actuarially determined value of such benefit.



## **ARTICLE XXVI - UNPAID LEAVE**

Employees with at least six (6) months of service shall be eligible for unpaid leave in accordance with the following:

1. **Maternity Leave.** Whenever an employee shall become pregnant, she shall furnish The Company with a certificate from her physician stating the expected date of delivery. Unless medically unable to do so, the employee shall be permitted to continue to work through the term of her pregnancy, or she may leave earlier if her physician and/or The Company's Employee Health Clinic certifies that she is unable to continue working. Maternity leave shall be granted for up to six (6) months after delivery or the termination of pregnancy, and such leave may be extended for an additional six (6) months upon application to, and approval of The Company. An employee who wishes to return to work within the initial six (6) months period stated above, must so notify The Company in writing at the time her maternity leave commences.

2. **Military Leave.** Employees will be granted military leave of absence in accordance with applicable laws. In addition, employees will be granted leave of absence to attend National Guard, U.S. Reserve Training Camps and other similar involuntary military obligations, as required by law. The Company will pay the differential between the employee's regular pay and the pay received from ordered military duty not to exceed twenty-one (21) calendar days annually, upon presentation of his/her military pay voucher and orders.

3. **Union Business.** A leave of absence for a period not to exceed three (3) years shall be granted to employees with one (1) or more years of bargaining unit seniority in order to accept a full time position with the Union. An Employee must reapply each year for continuation of leave each year, provided such leaves will not interfere with the operation of The Company.

## **ARTICLE XXVI - UNPAID LEAVE continued**

4. **Medical Leave.** The Company agrees to continue its policy of granting unpaid medical leaves of absence up to six (6) months; provided, however, that such leaves may be extended upon good cause shown for up to six (6) additional months. The Company has the right to verify the reason for the employee's absence and prior to returning to work, The Company may require the employee to be examined by the Employee Health Clinic to determine whether the employee is able to return to work.

5. **Other Leaves.** Leaves of absence without pay, including paternity leaves, will not be unreasonably denied by The Company.

6. An employee who has been accepted for training under the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund shall be given an unpaid leave up to and including the final day of training.

7. While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay nor to accrue sick leave time or seniority, except as provided under Article VIII, Seniority of this Agreement. When an employee returns to work following a leave of absence, the employee shall be reinstated to his/her former position or to a comparable position, with seniority. Persons with less than one (1) year, but with at least six (6) months of seniority, upon return from leave of absence shall, if no position is available, fill a position occupied by a probationary or temporary employee in any bargaining unit classification in any department provided in the opinion of The Company they have the present ability to perform the work. If no such position exists, the employee shall be placed on lay off status with recall rights per Article X. As a condition of reinstatement following a leave of absence for illness, The Company may require the employee to receive the approval of the Employee Health Clinic.

8. The employer shall required updates on the status of an employee upon expiration of a valid physician certification.

## **ARTICLE XXVII - TRAINING AND UPGRADING**

1. Effective July 1, 2006, The Company shall contribute to the Trustees of the Philadelphia Hospital and Health Care- District 1199C Training and Upgrading Fund a maximum contribution of one and one-half percent (1.5%) of the gross payroll for all employees covered by this Agreement who have satisfactorily completed their probationary period.

Contributions so received by the Trustees shall be used to study hospital manpower needs, including shortages in entry-level jobs, upgraded 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 hospitals, 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 of representatives designated by the Union and by the Hospitals. 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.

The Company agrees to make available to the Fund such records of employees as classifications, names, social security numbers, and accounts of 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 the eligibility of employees for Fund benefits, and to permit an Accountant for the Fund to audit such records.

2. In the event The Company introduces new or revised job standards, new equipment or new processes that substantially alter or substantially change the work of an employee, The Company shall establish a training program to afford the affected employees an opportunity to be re-trained for the position.

## **ARTICLE XXVII - TRAINING AND UPGRADING continued**

Those employees who are not able to perform their job at the end of the re-training period shall be laid off in accordance with Article IX Layoff, and the new job shall be posted.

### **3. Job Security Program of District 1199C Employment, Training and Job Security Fund.**

(a) Under the Job Security Program described hereinafter, a laid off employee who loses his job as a result of restructuring will be eligible for up to eighty percent (80%) of his/her salary inclusive of unemployment compensation and health coverage for themselves and their families under the Benefit Fund under the same conditions that prevail in the present Agreement, as may be determined by the Contract Interpretation and Policy Committee in accordance with the procedures set forth in Section 9 herein, provided that the maximum period of time for which any covered employee may receive Job Security payments and benefits is one(1) year, but no employee may receive benefits for longer than the period the covered employee has been employed.

The training and placement process will apply to these laid off employees as determined by the Job Security Program.

Mandatory re-hiring of laid-off employees will apply to vacancies within the same classification or grouping before hiring of non-bargaining unit employees, subject only to probationary period for evaluating performance and providing on-the-job training as reasonable.

An employee is not covered in the event the institution is faced with a severe economic downturn placing that institution in jeopardy of closing and requiring reduction of its staff; the issue of the appropriateness and the number of layoffs may be determined by the Contract Interpretation and Policy Committee named in this agreement. In such event, the laid-off employee shall be covered by all provisions of the Job Security Program.

## **ARTICLE XXVII - TRAINING AND UPGRADING continued**

(b) The Job Security Program will have full access to all relevant information and cooperation from Human Resources Departments and District 1199C chapter job committees for maximum placement of laid-off employees.

(c) Henceforth, all layoffs will be by bargaining unit seniority within classifications or groups. A chapter job committee shall be appointed to review and recommend the appropriate possibilities for dealing with seniority issues arising from the impact of bargaining unit seniority on layoffs and job assignments. The recommendation of this committee shall be submitted by July 1, 1995, to the parties.

(d) The following two (2) institution-wide job classification groupings shall apply to all employees for Job Security Program purposes:

- (1) All entry-level non-skilled jobs
  - (2) Uniform clerical entry jobs, i.e., clerk, clerk typist, mail room clerk, admitting clerk, receptionist, ward clerk, accounting clerk, etc., except those requiring specialized skills.
  - (3) The parties agree to meet to prepare appropriate modifications to the above list(s).

### **4. The District 1199C Employment, Training and Job Security Fund.**

(a) The provisions of this section are subject to applicable law. If any provision is found to be illegal, the parties agree that an alternate solution will be found to accomplish the agreed-upon objectives.

(b) The parties will establish the District 1199C Employment, Training and Job Security Fund consistent with Section 302 of the LMRA to provide for a Joint Employment Placement Service, and combine the Training and Upgrading Fund and the new Job Security Program and the Labor-Management Planning Program. The joint Employment Placement Service will replace the District 1199C Employment Service.

(c) The District 1199 C Employment, Training and Job Security Fund will be administered by a Board of Trustees whose number and authority will be determined by the Hospital Employers and District 1199C. On the Labor Management Committee and the Trustees Board, the majority of the management trustees shall be appointed by the Hospital Employers.

(d) The funding for the District 1199C Employment, Training and Job Security Fund shall be as follows:

**ARTICLE XXVII - TRAINING AND UPGRADING continued**

(1) a continuance of the 1.5% contribution to the Training and Upgrading Fund

(2) a one-time sum equal to one and one-half percent (1.5%) of the gross annual wages for bargaining unit employees, as follows:

(i) a continuance of the 1.5% monthly contribution of gross payroll of Bargaining Unit Employees to the Training and Upgrading Fund.

(e) Trustees of the District 1199C Employment, Training and Job Security Fund shall be authorized to merge other Training and Upgrading and Job Security Funds into the new District 1199C Employment, Training and Job Security Fund.

(f) If employees in the Job Security Program are required to take an available position on a shift which presents a serious hardship, they may appeal such requirement to the Trustees of the Employment, Training and Job Security Fund. An employee in training through the Job Security Program who is required to take a vacant position in the industry may seek approval to continue training from the Fund Director, with the approval of the Trustees.

(g) The new Labor-Management Planning Program shall perform the following functions:

(1) Collect information on job trends and emerging skills, including new job classifications.

(2) Provide funding for training and facilitation to members on the Union-wide and local Institution-based Labor-Management Committees and Subcommittees.

(3) Provide information and support to the Union-wide Labor-Management Committee for its deliberations.

(h) The District 1199C Employment, Training and Job Security Fund will provide the entire range of employment services necessary to meet industry work force needs, including recruitment of employees, counseling and testing, placement, training and upgrading and work force research. In addition, it will provide funding for training and facilitation to assist the parties in accomplishing the Fund's objectives.

**ARTICLE XXVII - TRAINING AND UPGRADING continued**

(i) The Contract Interpretation and Policy Committee will recommend to the Trustees of the District 1199C Employment, Training and Job Security Fund the apportionment of funds necessary to establish and operate:

- (1) The Job Security Program
- (2) The Training and Upgrading Fund
- (3) The Joint Employment Placement Service
- (4) The Labor-Management Planning Program

The parties agree to work together to seek funding for training and upgrading from the Private Industry Council, the Commonwealth of Pennsylvania, and the federal government.

(j) Disputes may be subject to review by the Contract Interpretation and Policy Committee (process).

**5. Part-timers**

(a) The parties agree that it is a desirable objective to have full-time jobs in the industry, but recognize that there may be a continuing need for part-time employees.

(b) All employees who have worked for an average of the regular full-time work week for any consecutive four (4) months will become full-timers effective upon ratification of this Agreement.

(c) As of the execution of this Agreement, all part-timers will be eligible to be covered by the Job Security Program in the event of layoff on the same terms as full-time employees, provided the following:

(1) A part-timer must be eligible to receive unemployment insurance. Any part-timer who is laid off and is not eligible to receive Job Security payments will be entitled to participate in the hiring process.

## **ARTICLE XXVII - TRAINING AND UPGRADING continued**

(2) All part-time employees eligible to receive unemployment insurance who are laid off for reasons covered by the Job Security Program are eligible for Job Security funding provided they have served for a minimum of ninety(90) days and have worked a minimum of seven (7) hours per week (35-hour work week) or seven and one-half (7.5) hours (37.5 hour work week). Eligibility for Job Security payments shall not exceed the length of time any such laid off employee has worked, but in no event to exceed one (1) year.

(d) An institution-based Labor-Management Committee may undertake an analysis of why part-time employment exists and measure which can be instituted to create more full-time employment.

(e) All relevant information regarding part-timers will be provided to the Union and to the Labor-Management Committees.

(f) All disputes involving interpretation or the application of this Agreement regarding part-timers may be referred to the Contract Interpretation and Policy Committee (process).

### **6. Joint Employment Placement Service**

The Employment Placement Service will be the sole source of referrals for all District 1199C bargaining unit jobs for a seven (7) day period. This service will include referrals of agency and per diem workers. First Priority Consideration for employment will be given to qualified referrals. In emergency situations or cases where qualified agency or per diem workers are not available, The Company may hire without going through the Employment Placement Service. Disputes may be subject to review by the Contract Interpretation and Policy Committee (process).

The Employment Placement Service shall maintain a computerized bank of prospective employees from all sources, and shall maintain a validation process by which Employees' prior work performance, licensure and certification are verified.



## **ARTICLE XXVII - TRAINING AND UPGRADING continued**

### **7. Combining and Restructuring Jobs**

The institution shall give the Union thirty (30) days' notice in writing of its intention to combine jobs, to restructure existing jobs or to create new classifications. The Union may request a meeting to discuss The Company's proposal including the proposed wage rate. If the parties disagree about job content or wage rates, The Company and the Union may invoke a facilitation process (as provided in Article 9). If there is disagreement on the proposed rate, the Union may submit that issue to arbitration. In no event shall this procedure delay implementation of the Employer's proposal. An individual shall have portability of Union membership wherever Union and non-Union jobs are consolidated.

In the event The Company, as a result of restructuring, transfers an employee covered by the Agreement to a lower-rated position or reduces his or her hours, the employee shall have the option to:

- (a) accept a lump sum payment equal to the difference between the employee's old hourly rate and his or her new hourly rate for the new hours scheduled for one (1) year; or
- (b) a guarantee for a period of two (2) years that the employee's hourly rate shall be no lower than eighty-five percent (85%) of his or her old hourly rate for a period of two (2) years from the date of the transfer.

### **8. Labor-Management Committees**

The health care workers of District 1199C and the leadership of the hospital and nursing homes are committed to providing every patient at every institution with the best care we can.

We recognize that this can best be accomplished by the Union and the industry working together in full partnership

Our health care system is changing. While the direction of much of this change is uncharted and unknown, there is certainty that change will come. And with this there will be transformations in the care people receive and the character of the work that is performed.

## **ARTICLE XXVII - TRAINING AND UPGRADING continued**

Taking into consideration the needs for flexibility of a health care industry in transition, the parties agree that the Labor-Management Committee will work within the context of the language of the existing collective bargaining agreement to achieve better working conditions, a qualified and satisfied work force, and maximize the job security of its work force.

It is our goal that the Committees make recommendations to the parties to enable them to reach agreement on all issues by consensus and develop a relationship based on mutual respect and trust.

### **Labor-Management Committee**

In order to maximize the success of this project, the Labor-Management Committee may undertake a process of outside training and facilitation. The Contract Interpretation and Policy Committee will be responsible for setting up such process. Funding will come from the Labor-Management Planning Fund. The Contract Interpretation and Policy Committee may use outside facilitators to help in the process.

### **Union-Institution Labor-Management Committees**

The parties support the establishment of Union-Institution Labor-Management Committees to make recommendations on issues surrounding the employment of District 1199C Employees in that institution. Those issues may include:

1. The creation of new job titles.
2. The creation of institution-based job groupings, job combinations and part-time/full-time jobs.

The Union-Institution Labor-Management Committees may by mutual agreement request funds for support for training and facilitation to the city-wide Labor-Management Committee, which shall review such requests and submit those they approve with their recommendation to the Labor-Management Planning Fund for approval.

## **ARTICLE XXVII - TRAINING AND UPGRADING continued**

### **9. Contract Interpretation and Policy Committee**

The parties shall establish a Contract Interpretation and Policy Committee (CIPC). The CIPC shall consist of the President of District 1199C and the President of the Institution or his or her designee, each of whom shall appoint one (1) other member.

The CIPC's jurisdiction shall be limited to major policy issues which are submitted to it by mutual agreement of the parties. The decision of the CIPC shall be final and binding. The CIPC will have the power to mediate and attempt to resolve those disputes submitted to it and to assist in the successful achievement of the goals of the District 1199C Employment, Training and Job Security Fund.

If the CIPC is unable to resolve an issue, it may be submitted to arbitration in accordance with the collective bargaining agreement.

The CIPC will have the authority to:

(a) Recommend the consolidation of the existing Funds (Training and Upgrading and Job Security Funds) and the development of new resources. Recommendations for consolidation of these Funds will be achieved no later than one year from the signing of the Agreement.

(b) Develop ideas to promote quality of work life, including the use of full-time instead of part-time bargaining unit Employees, improve working conditions, workload issues and increase the skills and value of health care employees and all related issues.

(c) Review arbitration procedures.

The CIPC shall have the authority to consider the following disputes mutually submitted to it by the parties:

## **ARTICLE XXVII - TRAINING AND UPGRADING continued**

(a) Disputes involving the following: compliance with layoff provisions, Job Security Fund and/or Employment Service issues, notice or requirements; implementation of the District 1199C Employment, Training and Job Security Fund, including consolidation of existing Funds, etc.

(b) Disputes arising from employment security provisions and contract provisions regarding Union Security, Hiring, Temporary Employees, Vacancies, Seniority, Job Security, New Job Rates and Titles, except disputes concerning the content of restructured or newly created jobs.

(c) Grievances involving contract interpretation questions with potential Hospital-wide ramifications, provided they have not first been resolved by the Labor-Management Committee established by the Agreement.

(d) Other disputes as determined by the parties.

Penalties may be imposed by the CIPC if Employers fail to call in available positions or fail to provide other required information or notices.

To expedite its assignments and to deal with routine matters, the CIPC may establish procedures to delegate responsibilities as it deems inappropriate.

## **ARTICLE XXVIII - GROUP LEGAL FUND SERVICES**

1. Effective January 1, 2006, The Company shall make monthly contributions of the sum of ten cents (\$.10) for all hours paid for Employees covered by this Agreement who have satisfactorily completed their probationary period to a jointly administered group legal services trust fund to be known as District 1199C National Union of Hospital and Health Care Employees Group Legal Services Fund (hereinafter referred to as the "Fund"). Prior to June 30, 2008 The Company shall meet with the union for the purpose of negotiating contribution increases, if any, for the years of 2008 and 2009. It is understood that the subject, except as otherwise provided herein, of contribution increases is the only subject that may be discussed during such negotiations and in all other aspects, except as noted below, all other terms and conditions of the Agreement shall remain in effect for the term of the Agreement.

## **ARTICLE XXVIII - GROUP LEGAL FUND SERVICES continued**

The exception as the contract remaining in effect during the Group Legal Fund contribution re-opener is Article XXI, No Strikes and Article V, Wages, Article XIX, Welfare. In the event that The Company and the Union are unable to agree upon a Legal Fund increase, if any, the Union shall be free to strike and The Company shall be free to lockout.

2. Such payments by The Company shall be made monthly based on the previous month's payroll. Contributions so received by the Trustees shall be used to provide employees with legal services and related benefits, as the trustees of said Fund may from time to time determine.

3. The Trustees of the Group Legal Services Fund shall be composed of an equal number of representatives designated by the Union and by the hospitals which contribute to the Fund. The 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 in the said Trust Agreement.

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

5. The Company agrees to make available to the Fund such records of employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an Accountant for the Fund to audit such records.

## **ARTICLE XXIX - HOURS OF WORK**

1. The normal work week of regular full-time employees shall consist of not less than thirty-five (35) hours of work, except for those employees who are scheduled to work in a fourteen (14) consecutive day work period.

## **ARTICLE XXIX - HOURS OF WORK continued**

2. Nothing in this Agreement shall be construed as a guarantee by The Company of hours of work per day, per week, or per year. Employees shall report dressed and ready for work at their job location and quit work at the job location at the time designated by The Company as the beginning and end of their regular work day, unless expressly assigned to overtime or work by The Company. Time used for meals shall not be counted as time worked.

3. Employees who report for work at the start of their 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 their regular rate or they may be assigned other employment they can perform at their applicable rate of pay. The above provision shall not be applicable when failure to provide work is due to causes or conditions beyond the control of The Company.

4. Full time employees shall be entitled to two (2) coffee breaks of fifteen (15) minutes each in each working day as determined by The Company. Employees who work a full half shift shall be entitled to one (1) such fifteen (15) minute coffee break.

5. The Company agrees to schedule employees off a minimum of twenty-six (26) weekends per year which includes vacation days and holidays, except in the case of a bona fide emergency.

6. Employees will be docked for lateness for actual time late.

7. If it becomes necessary, reduction in hours will be accomplished on the basis of inverse classification seniority within the department.

8. When a part-time employee works an average of the regular work week for any consecutive four (4) months, a full-time position shall be declared available, unless such full-time work resulted from covering a leave of absence.

#### **ARTICLE XXIX - HOURS OF WORK continued**

9. Employees on vacation shall not be required to find replacements for weekend vacation shifts. In addition, employees will not be required to make up weekend shifts missed due to a death in his/her family as defined in the Bereavement Policy.

#### **ARTICLE XXX - UNIFORMS**

The Company agrees to continue its uniform policy as heretofore. Those employees who are required to wear uniforms and who are not provided uniforms shall receive a uniform allowance of \$135.00 annually, payable in three (3) payments on August 15, December 15, and April 15 of each contract year. These payments will be received in a separate check.

#### **ARTICLE XXXI - PERSONNEL FILES**

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

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

2. All minor infractions on an employee's records shall be cleared after one year, provided that the one year period shall be free of infractions.

3. Any employee whose job performance or conduct becomes subject to an official evaluation shall have the right to participate in a review of such evaluation. An employee who is aggrieved by the content of such evaluation shall have the right to pursue the validity of the evaluation through the grievance procedure provided herein.

#### **ARTICLE XXXI - PERSONNEL FILES continued**

4. The Company shall inform the Union of any job openings in the bargaining unit. The Employment Placement Services will be the sole source of referrals for all District 1199C bargaining unit jobs for a seven (7) day period. This service will include referrals of agency and per diem workers. First priority consideration will be given to qualified referrals. In emergency situations or cases where qualified agency or per diem workers are not available, The Company may hire without going through the Employment Placement Service. Disputes may be subject to review by the Contract Interpretation Policy Committee (process).

The Employment Placement Service shall maintain a computerized bank of prospective employees from all sources, and shall maintain a validation process by which an employee's prior work performance, licensure and certification are verified.

#### **ARTICLE XXXII - MANAGEMENT RIGHTS**

1. The management of The Company and the direction of the working force is vested exclusively with The Company. Except where expressly abridged by a specific provision of this Agreement, The Company retains the sole right to hire, discipline or discharge for just cause, lay off, promote, transfer and assign its employees; to determine or change the starting and quitting time and number of hours worked; to promulgate working rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer employees to other departments as operations may require; to hire temporary or part-time employees; to introduce new or improved facilities; to carry out the ordinary and customary functions of management whether or not possessed or exercised by The Company prior to the execution of this Agreement.

2. The Company may introduce a change in the method or methods of operation, which will produce a change in job duties and a reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program and of work force reductions on any program to be hereafter undertaken by The Company.



## **ARTICLE XXXII - MANAGEMENT RIGHTS continued**

3. The Union, on behalf of the employees, agrees to cooperate with The Company to attain and maintain patient care and full efficiency.

4. There shall be no individual agreements between employees and The Company.

5. Nothing herewith contained is to be construed to mean that a worker or groups have inherent rights to a particular job.

## **ARTICLE XXXIII - COMMITTEES**

1. The parties to this Collective Bargaining Agreement agree to establish the following committees:

1. Contract Interpretation and Policy Committee (CIPC)
2. Labor-Management Committee

The Contract Interpretation and Policy Committee (CIPC) shall consist of the President of District 1199C and the Vice President of Crothall or his or her designee, each of whom shall appoint one (1) other member.

The CIPC's jurisdiction shall be limited to major policy issues which are submitted to it by mutual agreement for the parties. The decision of the CIPC shall be final and binding. The CIPC will have the power to mediate and attempt to resolve those goals of the District 1199C Employment, Training and Job Security Fund.

If the CIPC is unable to resolve an issue, it may be submitted to arbitration in accordance with the collective bargaining agreement.

The CIPC will have the authority to:

## **ARTICLE XXXIII – COMMITTEES continued**

- Recommend the consolidation of the existing Funds (Training and Upgrading and Job Security Funds) and development of new resources.

- Develop ideas to promote the quality of work life, including the use of full-time instead of part-time bargaining unit employees, improve working conditions, workload issues and increase the skills and value of health care employees and all related issues.

- Review arbitration procedures.

2. The Labor-Management Committee shall consist of equal representation for the Union and The Company as assigned by the parties. The parties agree that the Labor-Management Committee shall work within the context of the language of the existing Collective Bargaining Agreement to achieve better working conditions, a qualified and satisfied work force, and maximize the job security of its work force.

It is the goal of the Labor-Management Committee to make recommendations to the parties to enable them to reach agreement on all issues by consensus and develop a relationship based on mutual respect and trust.

In order to maximize the success of this project, the Labor-Management Committee may undertake a process of outside training and facilitation. The CIPC Committee will be responsible for setting up such process. The CIPC may use outside facilitators to help in the process.

The Labor-Management Committee may make recommendations on issues surrounding the employment of District 1199C employees at The Company I. Those issues may include the following:

1. The creation of new jobs titles
2. The creation of institution-based job groupings, job combinations and part-time/full-time jobs.

#### **ARTICLE XXXIV - GENERAL**

The Company and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, The Company and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement (except as provided for in the Grievance Procedure herein) or with respect to any subject or matter not specifically referred to or covered in this Agreement, whether or not such subject matter was within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE XXXV - TERMINATION**

This Agreement shall go into effect July 1, 2006 and shall continue in full force and effect until midnight June 30, 2010 and thereafter from year to year unless either party gives written notice to the other ninety (90) days prior to the expiration date or of any succeeding yearly expiration date of a desire to negotiate with respect to the terms and conditions of this Agreement.

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

THE COMPANY

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

By: Bill Breslin  
Bill Breslin  
Labor Relations Director

Henry Nicholas  
Henry Nicholas  
President

APPENDIX A

CHECK-OFF AUTHORIZATION

Date \_\_\_\_\_, 19\_\_ 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 fees or assessments in said UNION, or such equivalent or related amounts as may be required to fulfill my contractual and lawful obligation. I authorize you to deduct such amount from one or more of my weekly pay checks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

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

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

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

Print Name \_\_\_\_\_ Soc.Sec.No. \_\_\_\_\_ Dept.  
Signature \_\_\_\_\_ Address \_\_\_\_\_

Revised 11/92

**APPENDIX B**

**DISTRICT 1199C POLITICAL ACTION FUND  
CHECK-OFF AUTHORIZATION**

**DATE:**

**TO: \_\_\_\_\_ (Employer)**

You are hereby authorized to deduct from my wages or salary the sum of \$ \_\_\_\_\_ per \_\_\_\_\_ year \_\_\_\_\_ month, 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.

**SOCIAL SECURITY NUMBER:**

\_\_\_\_\_**DEPARTMENT:**

\_\_\_\_\_**SIGNATURE:**

\_\_\_\_\_**ADDRESS:**

**APPENDIX C**

**DISTRICT 1199C CREDIT UNION  
CHECK-OFF AUTHORIZATION**

**EFFECTIVE DATE:**

**TO:**

**(Employer)**

\_\_\_\_\_

You are hereby authorized and directed to deduct from my wages or salary the sum of \$\_\_\_\_\_ each pay period and to remit such deductions to the District 1199C Credit Union, no later than the 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 of method of repayment of a loan from the District 1199C Credit Union doing business in Philadelphia, Pa. and in such latter event the same shall be in full force and effect until the loan from the District 1199C Credit Union has been paid in full.

**SIGNATURE:**

\_\_\_\_\_

**NAME:**

\_\_\_\_\_

(Print)

**DEPARTMENT:**

**PLACE OF EMPLOYMENT:**

\_\_\_\_\_ **SOCIAL SECURITY NUMBER:**

## **APPENDIX E**

### **DEVELOPMENT OF A MULTI-INSTITUTIONAL PREFERRED PROVIDER NETWORK WITHIN THE NATIONAL BENEFIT FUND**

Both the Employer and the Union see as desirable the development of a Preferred Provider Network to offer substantial cost savings in the provision of high quality health care to beneficiaries of the National Benefit Fund. Both parties believe that their interests will best be served if all National Benefit Fund participants utilize participating Preferred Provider Network hospitals.

In furtherance of this goal, the Union agrees to develop a Master Proposal which will enable the National Benefit Fund to incorporate this Preferred Provider Network into its program.

The Employer agrees to cooperate with the Union in its attempt to develop a Preferred Provider Network and provide such technical assistance as is appropriate in the design of this Preferred Provider Network.

Both the Employer and the Union recognize that a mechanism must be adopted to properly credit the Employer for any discounts it may ultimately agree to.

Part of the objective of the Preferred Provider Network is to eliminate certain out-of-pocket expenses for beneficiaries of the Fund and to provide promotion, marketing and incentive services for the beneficiaries through the Employer.

The Employer agrees, if requested, to meet with the Union within thirty (30) days of this Agreement to begin discussing the above proposal.

This Agreement does not in any way commit the Employer to the Union's proposal in the event that it does not meet with the Employer's satisfaction.



July 1, 1989

National Union of Hospital and  
Health Care Employees  
District 1199C  
1319 Locust Street  
Philadelphia, PA 19107

Gentleman and Ladies:

This letter of understanding is to confirm that if an employee is placed on a leave of absence as a result of an injury or illness which is covered under the Worker's Compensation laws, the leave of absence shall be granted with no loss of seniority for up to two (2) years. There will be no accrual of benefits during the period of time during which the employee receives Worker's Compensation payments.

Please signify your approval of the above by signing, dating, and returning a copy of this letter.

Very truly yours,

THE COMPANY

By: Scott K. Phillips  
Senior Vice President  
Corporate Administration  
and Chief Financial Officer

AGREED TO AND APPROVED:

DISTRICT 1199C

By: Henry Nicholas  
President

Date:

July 1, 1989

National Union of Hospital and  
Health Care Employees  
District 1199C  
1319 Locust Street  
Philadelphia, PA 19107

Gentlemen and Ladies:

This letter of understanding is issued in conjunction with the Collective Bargaining Agreement executed this date.

The parties to this Collective Bargaining Agreement are jointly committed to cost containment, and during the life of the Agreement will do everything possible to effectuate it.

During the term of this Agreement, the parties will meet to discuss the implications of alternative methods of health care delivery and reimbursement methods.

During the term of this Agreement, the parties will review and discuss appropriate aspects of cost containment.

In any event, the parties shall be devoted and committed to addressing the cost of health care delivery.

Please signify your approval of the above by signing, dating and returning a copy of this letter.

Very truly yours,

THE COMPANY

By: Scott K. Phillips  
Senior Vice President  
Corporate Administration  
and Chief Financial Officer

AGREED TO AND APPROVED:  
DISTRICT 1199C

By: Henry Nicholas  
President

Date:

July 1, 1989

National Union of Hospital and  
Health Care Employees  
District 1199C  
1319 Locust Street  
Philadelphia, PA 19107

Gentlemen and Ladies:

This letter of understanding is to confirm that in conjunction with the Collective Bargaining Agreement executed this date, The Company will continue to monitor and evaluate the exposure of all employees with respect to diseases, and will take those precautions which are medically indicated. The Hospital will keep a record of all employees who come in contact with Acquired Immune Deficiency Syndrome.

Please signify your approval of the above by signing, dating and returning a copy of this letter.

Very truly yours,

THE COMPANY

By: Scott K. Phillips  
Senior Vice President  
Corporate Administration  
and Chief Financial Officer

AGREED TO AND APPROVED:

DISTRICT 1199C

By: Henry Nicholas  
President

Date:

July 1, 1989

National Union of Hospital and  
Health Care Employees  
District 1199C  
1319 Locust Street  
Philadelphia, PA 19107

Gentlemen and Ladies:

This letter of understanding is issued in conjunction with the Collective Bargaining Agreement executed this date.

The Company is proud of its historical commitment to the residents of the Philadelphia area to provide a broad scope of high quality health care and health related services to the Community. These services have been provided without consideration of the patient's ability to pay. It is the University's intention to continue the above policies within the limits of available financial resources, and consistent with prudent management. We look forward to working with District 1199C to achieve these goals.

Please signify your approval of the above by signing, dating and returning a copy of this letter.

Very truly yours,

THE COMPANY

By: Scott K. Phillips  
Senior Vice President  
Corporate Administration  
and Chief Financial Officer

AGREED TO AND APPROVED:

DISTRICT 1199C  
By: Henry Nicholas  
President

Date:

July 1, 1989

National Union of Hospital and  
Health Care Employees  
District 1199C  
1319 Locust Street  
Philadelphia, PA 19107

Gentlemen and Ladies:

This letter of understanding is to confirm that in conjunction with the Collective Bargaining Agreement executed this date, under Article XXIX, Hours of Work, Section 5, employees may be scheduled off on consecutive weekends, provided, however, that The Company retains the right to schedule such employees to work twenty-six (26) weekends per year.

Please signify your approval of the above by signing, dating and returning a copy of this letter.

Very truly yours,

THE COMPANY

By: Scott K. Phillips  
Senior Vice President  
Corporate Administration  
and Chief Financial Officer

AGREED TO AND APPROVED:

DISTRICT 1199C

By: Henry Nicholas  
President

Date:

July 1, 1989

National Union of Hospital and  
Health Care Employees  
District 1199C  
1319 Locust Street  
Philadelphia, PA 19107

Gentlemen and Ladies:

This letter of understanding is to confirm that in conjunction with the Collective Bargaining Agreement executed this date, The Company may require that requests for leaves of absence be submitted by the employee to The Company in advance of the start of such leave of absence.

Please signify your approval of the above by signing, dating and returning a copy of this letter.

Very truly yours,

THE COMPANY

By: Scott K. Phillips  
Scott K. Phillips  
Senior Vice President  
Corporate Administration  
and Chief Financial Officer

AGREED TO AND APPROVED:

DISTRICT 1199C

By: Henry Nicholas  
President

Date:

July 1, 1989

National Union of Hospital and  
Health Care Employees  
District 1199C  
1319 Locust Street  
Philadelphia, PA 19107

Gentlemen and Ladies:

This letter of understanding is to confirm that in conjunction with the Collective Bargaining Agreement executed this date, whenever possible The Company will not schedule employees in the Prison Unit to work more than five (5) consecutive days.

Please signify your approval of the above by signing, dating and returning a copy of this letter.

Very truly yours,

THE COMPANY

By: Scott K. Phillips  
Scott K. Phillips  
Senior Vice President  
Corporate Administration  
and Chief Financial Officer

AGREED TO AND APPROVED:

DISTRICT 1199C

By: Henry Nicholas  
President

Date:

July 1, 1989

National Union of Hospital and  
Health Care Employees  
District 1199C  
1319 Locust Street  
Philadelphia, PA 19107

Gentlemen and Ladies:

This letter of understanding is to confirm that in conjunction with the Collective Bargaining Agreement executed this date, those employees who have involuntarily had their hours reduced since July 1, 1981 shall be given preference in filling positions which would restore them to their previous hours, and for which they are qualified. In the event of conflict, this letter shall prevail over Article VIII, Seniority.

Please signify your approval of the above by signing, dating and returning a copy of this letter.

Very truly yours,

THE COMPANY

By: Scott K. Phillips  
Scott K. Phillips  
Senior Vice President  
Corporate Administration  
and Chief Financial Officer

AGREED TO AND APPROVED:

DISTRICT 1199C

By: Henry Nicholas  
President

Date:



July 1, 1989

National Union of Hospital and  
Health Care Employees  
District 1199C  
1319 Locust Street  
Philadelphia, PA 19107

Gentlemen and Ladies:

This letter of understanding is to confirm that in conjunction with the Collective Bargaining Agreement executed this date, it continues to be understood that as defined in Article XVI, Section 1, sick leave includes both physical and mental illness.

Please signify your approval of the above by signing, dating and returning a copy of this letter.

Very truly yours,

THE COMPANY

By: Scott K. Phillips  
Senior Vice President  
Corporate Administration  
and Chief Financial Officer

AGREED TO AND APPROVED:

DISTRICT 1199C

By: Henry Nicholas  
President

Date:

July 1, 1992

National Union of Hospital and  
Health Care Employees  
District 1199C  
1319 Locust Street  
Philadelphia, PA 19107

Gentlemen and Ladies:

This letter of understanding is to confirm that in conjunction with the Collective Bargaining Agreement executed this date, the Union and The Company agree that they will meet within the next sixty (60) days to discuss any other upgrades/rate increases not addressed herein that have been discussed during these negotiations for possible market-rate adjustment. These titles shall include: Monitor Technician, Ward clerk, Receiving Clerk, and Truck Driver/Receiving Clerk. The parties also agree that they will negotiate under separate agreement the terms and agreement of employment any new hires in the title of Parking Attendant. The parties also agree to discuss during this sixty (60) day period, pay practices concerning differential pay and its application under Article XIII Shift Differential and Shift Assignments. The parties also agree to delete the following obsolete titles in the Dietary Department: Nutrition Aide, Cold Storage Worker, Tray Passer and O.R. Orderly. Union and The Company will also review wage scales to assure no adverse impact on incumbents not promoted by effect of \$.25 per hour promotion guarantee for employees promoted. Employees formerly employed as Somat Operators, Grade U04 will maintain their Grade U04 (red circle) unless they apply for a lower graded job outside their department.

Very truly yours,

THE COMPANY

By: Dennis M. Haggerty  
Assistant Vice President,  
Human Resources

AGREED TO AND APPROVED:

DISTRICT 1199C

By: Henry Nicholas  
President

Date:

July 1, 1995

National Union of Hospital and  
Health Care Employee  
District 1199C  
1319 Locust Street  
Philadelphia, PA 19107

Gentlemen and Ladies:

This letter of understanding is to confirm that the Union and The Company agree that the same provision in the majority of 1199C Philadelphia Vicinity Hospital agreements for use of salary and paid leave during the first seven (7) calendar days of a pending Workers' Compensation claim will apply to The Company.

Very truly yours,

THE COMPANY

By: Philip Rivera Jr.  
Director, Human Resources

AGREED TO AND APPROVED:

District 1199C

By: Henry Nicholas  
President

Date \_\_\_\_\_

July 1, 1995

National Union of Hospital and  
Health Care Employees  
District 1199C  
1319 Locust Street  
Philadelphia, PA 19107

Gentlemen and Ladies:

This letter of understanding is to confirm that District 1199C Employment, Training and Job Security Fund will be administered by a Board of Trustees whose number and authority will be determined by the Hospital Employers and District 1199C. The Labor-Management Committee and the Trustees Board, the majority of the management trustees shall be appointed by the Hospital Employers.

The Job Security Program will have full access to all relevant information and cooperation from the Human Resources Department and District 1199C Chapter Job Committee for maximum placement of laid-off employees.

THE COMPANY

By: Philip Rivera Jr.  
Director, Human Resources

AGREED TO AND APPROVED:

District 1199C

By: Henry Nicholas  
President

July 1, 2000

National Union of Hospital  
and Health Care Employees  
District 1199C  
1319 Locust Street  
Philadelphia, PA 19107

Gentleman and Ladies:

The Hospital will agree to pay a one-time bonus of \$500 for any Nursing Assistant that becomes certified by June 30, 2002, provided that the employee is working in the capacity of a Nursing Assistant. This is done in order to encourage the assistants to seek additional training.

Sincerely,

THE COMPANY

AGREED AND APPROVED  
District 1199C

By:

Maria Scenna  
Nicholas  
Director, Human Resources

Henry  
President

Date: \_\_\_\_\_