

A G R E E M E N T

By and Between

THE CHILDREN'S HOSPITAL  
OF PHILADELPHIA

And

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

April 1, 2016 - July 1, 2021

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## **PREAMBLE**

AGREEMENT made and entered into this 1st day of April, 2016 by and between THE CHILDREN'S HOSPITAL OF PHILADELPHIA, located at One Children's Center, 34th Street and Civic Center Boulevard, Philadelphia, Pennsylvania, its successors and assigns (hereinafter called the "Hospital") and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, and its affiliate District 1199C (hereinafter referred to as the "Union") acting herein on behalf of the Employees of the said Hospital as hereinafter defined now employed and hereinafter to be employed and collectively designated as the "Employees".

## **WITNESSETH**

WHEREAS, the Hospital recognized the Union as the collective bargaining representative for the Employees covered by this agreement as herein provided, and

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

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

## **ARTICLE I**

### **Recognition**

SECTION 1. The Hospital recognizes the Union as the sole and exclusive bargaining representative for all the employees covered by this Agreement. The term "employees" as used in and covered by this Agreement means all full time and regular part time service and maintenance employees (working 7.5 hours or more per week) in the following departments: nursing, central processing, cardiology, anesthesiology, mailroom, nutrition, environmental and linen services, maintenance, pharmacy, radiology, including, in addition, those employees in the residual unit listed on Appendix "B" and excluding all other employees including guards, watchmen, clerical, technical, technologists, licensed practical nurses, professional, temporary, supervisory management and confidential employees.

SECTION 2. A temporary employee is one who is hired for a period of up to six (6) months, is hired for special temporary needs (of which the Union will be advised) or is hired to replace an employee on leave or paid time off. The said six (6) month period may be extended with the consent of the Union, which consent shall not be unreasonably denied; provided, however, a temporary employee employed past six months shall be subject to Article 2 and Article 3.

SECTION 3. It is agreed that this contract shall apply and continue in full force and effect at any location to which the Hospital may move.

SECTION 4. Part time employees hired on or after January 1, 1994 and who are scheduled to work less than twenty (20) hours per week are not eligible for health, welfare, and disability benefits. Part time employees scheduled to work 7.5 hours or more per week shall be eligible for other benefits on a pro-rata basis of scheduled hours of work, as more fully described in the specific benefit provisions. However, matters pertaining to seniority shall be governed on the basis of date of hire except the seniority for employees hired on or before April 15, 1986 and scheduled to work seven and one-half (7.5) hours or more but less than twenty (20) hours per week shall have April 15, 1986, as their seniority date for layoff and recall purposes only. In the event of ties, date of hire shall govern.

SECTION 5. Work regularly and customarily performed by bargaining unit employees shall not be performed by unpaid student employees or volunteers to the extent that it results in the layoff, or during the period of layoff, of employees within that department and job classification in which such student employees or volunteers are working.

SECTION 6. The Employer shall provide to the Union updated seniority lists in March and September of each year.

## **ARTICLE II**

### **Union Security**

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

SECTION 2. All employees on the active payroll as of the effective date of this Agreement, who are not members of the Union, shall become members of the Union thirty (30) days after the effective date of this Agreement.

SECTION 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.

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

SECTION 5. Subject to the Grievance Procedure provision of this Agreement, an employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his discharge be discharged if, during such period, the required dues and initiation fee have not been tendered.

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

## **ARTICLE III**

### **Checkoff**

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

SECTION 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 either The American Cancer Society, The Lupus Foundation, or The Sickle Cell Anemia Foundation, so long as they are recognized as valid charities 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 sums shall be checked-off by the Hospital from the employee's pay at the same time and in the same amount as initiation fees and dues are and shall be remitted by the Hospital to the charity designated by the employee from the above list. Such designation shall be made in the form of a written authorization in the form annexed hereto.

SECTION 3. Upon receipt of written authorization from an employee in the form annexed hereto the Hospital shall, pursuant to such authorization, deduct from the wages due said employee each pay period, starting not earlier than the first period following the completion of the employee's first sixty (60) calendar days of employment, the sum specified in said authorization and remit same to the District 1199C Credit Union to the credit or account of said employee. It is understood that such check-off and remittance shall be made by the Hospital each pay period.

SECTION 4. The Union shall indemnify and save the Hospital harmless against any and all claims, demands, suits or other forms of liability, including legal fees and other expenses and costs of defense, that may arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirement of remission of dues, initiation fees and political action funds delivered to the Union, any requirements of membership in the Union, or obligations of the Union members or by reason of the Hospital'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.

SECTION 5. The Hospital shall be relieved from making such check-off deductions from an employee upon (a) termination of employment, (b) layoff from work, (c) an excused leave of

absence or (d) revocation of the check-off authorization in accordance with the Article on Union Security.

SECTION 6. The Hospital shall not be obligated to make dues deduction of any kind from any employee who, during any dues period involved, shall have failed to receive sufficient wages to equal the dues deductions.

SECTION 7. A member of the Union who does not sign a written authorization for dues deduction may adhere to the same payment procedure by making payments directly to the Union.

SECTION 8. The Hospital agrees to furnish the Union by the tenth of each month with a list of the name, position, Social Security number, date of hire of employees hired during the previous month, and also a list of the names of employees terminated, including transfers in and out of the bargaining unit, employees returning from leaves of absence, and employees commencing leaves of absence during the previous month.

SECTION 9. The Hospital agrees to make a payroll deduction from employee's pay for the District 1199C Political Action Fund upon written authorization of any employee covered under this agreement and remit same to the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto. This deduction shall be made on a monthly basis and shall continue for a minimum of one year for each active bargaining-unit employee. The Hospital shall remit to the Union all deductions made from the wages of employees for the preceding month together with a list of all employees from whom deductions have been made.



## **ARTICLE IV**

### **No Discrimination**

Neither the Hospital nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, sexual orientation, age, membership, or non-membership in the Union or disability.

## **ARTICLE V**

### **Probationary Employees**

SECTION 1. Newly hired employees shall be considered probationary for a period of 90 calendar days from the date of employment, excluding all time lost for any reason whatsoever.

SECTION 2. During or at the end of the probationary period, the Hospital may discharge, discipline, or layoff such employee at will, and such action shall not be subject to the grievance or arbitration provisions of this Agreement. In the event the employee is discharged, disciplined or laid off because of poor performance, the Hospital will make reasonable efforts to discuss the probationary employee's performance with him prior to such discharge, provided that the probationary employee's performance is not regarded by the Hospital as to be so unsatisfactory as to require immediate action. If such a discussion is not held in those circumstances prior to discharge, discipline, or layoff, the Hospital will consider extending the probationary period, with the consent of the Union, it being understood that the Hospital does not have to extend the probationary period.

SECTION 3. An employee shall remain in the job classification into which the employee was hired and shall not be eligible to bid on 1) any other position during the probationary period and 2) any position outside of his/her department for the first six months of employment.

## **ARTICLE VI**

### **Management Rights**

Except as otherwise abridged by the specific provisions of this Agreement, it is recognized that in addition to other functions and responsibilities which are not otherwise specifically mentioned in this Article, the Hospital has and will retain the sole right and responsibility to direct the operations of the Hospital which shall include but are not limited to the following: to determine the number of shifts, the shift schedules and the hours of work and the number of hours and shifts to be worked and the number of hours per day or per week operations shall be carried on; to select and determine the number and types of employees required, to hire, promote, transfer, assign, layoff, recall or terminate employees or otherwise relieve employees from duty for lack of work or other legitimate reasons; to discharge or otherwise discipline any employee for cause, to discontinue or reorganize or combine any department or branch of operations with any consequent reduction or other changes in the working force; to promulgate rules and regulations and to introduce new or improved methods or facilities regardless of whether the same causes a reduction in the working force. In addition, matters of inherent managerial policy are reserved exclusively to the Hospital. These include, but shall not be limited to, such areas of discretion or policy as to functions and programs of the Hospital standards of service, the over-all budget, utilization of technology, the organizational structure,, and selection and direction of personnel.

The Hospital retains the exclusive right to subcontract any work, service or function whenever in the Hospital's sole judgment, it deems it economic or efficient to do so.

## **ARTICLE VII**

### **Grievance Procedure**

**SECTION 1.** A grievance is a difference between the Hospital and the Union and/or the employees concerning the interpretation or application of a specific provision of this Agreement, and such grievance shall be processed and disposed of in the following manner:

Step 1. An employee having a grievance or his Union delegate or other Union representative shall take it up with his immediate supervisor within seven (7) calendar days of the occurrence. The Hospital shall give its answer to the employee or his Union delegate or other representative within seven (7) calendar days after the presentation of the grievance in Step 1.

Step 2. If the grievance is not settled in Step 1, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his Union representative and presented by the grievant to the department head or his designee, after which a meeting to discuss the merits of the grievance shall be held within seven (7) calendar days. The grievance in Step 2 shall be answered by the Hospital in writing within fourteen (14) calendar days after the meeting to discuss the grievance.

Step 3. If the grievance is not settled in Step 2, the grievance may, within seven (7) calendar days after the answer in Step 2, be presented by the Union representative or Union delegate in Step 3. The grievance shall be presented in this step to the Director of Human Resources Administration or his or her designee. The Union may, upon submission of a grievance in Step 3, request a hearing for the purpose of presenting information in resolution or pursuit of the grievance. A hearing shall be granted as of right. The Hospital will use its best efforts to have staff witnesses present at the hearing. The hearing shall be held within fourteen (14) calendar days of submission of the grievance at Step 3. The Hospital shall answer in writing within fourteen (14) calendar days after the date of the hearing or submission, if no hearing is requested. The fourteen (14) calendar day limit for the hearing and for the Hospital's answer may be extended by mutual agreement in writing for no more than an additional fourteen (14) calendar days at each of these phases.

**SECTION 2.** Any grievance shall be void which is not presented for disposition through the grievance procedure described herein within seven (7) calendar days of the occurrence or condition which it is claimed gave rise to the grievance. An arbitrator shall have no authority to award retroactive compensation for any period prior to the date on which the grievance was first presented in Step 1 of the Grievance Procedure except if the grievance is a grievance of an error in calculation of pay.

**SECTION 3.** Upon being submitted to Step 2 of the Grievance Procedure, the grievance shall be reduced to writing. The written grievance must set forth all of the following:

- (a) The date and time when the grievance arose;

- (b) A statement of the grievance and facts;
- (c) The remedy requested;
- (d) The violation of the specific provision of the agreement which is claimed;  
and
- (e) Signature of the aggrieved employee and his/her Union representative  
and/or Union delegate.

SECTION 4. Failure on the part of the Hospital to answer a grievance at any step shall be deemed a denial thereof, and the Union may proceed to the next step.

SECTION 5. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

SECTION 6. Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in Section 2 of this Article.

SECTION 7. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and stated holidays as provided under Article XV, and any other holidays officially recognized by the Hospital for Human Resources Department employees.

SECTION 8. A grievance which affects a substantial number or class of employees, and which the Hospital representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

## **ARTICLE VIII**

### **Arbitration**

SECTION 1. A grievance, as defined in the grievance procedure provision, which has not been resolved thereunder, may, within thirty (30) calendar days following the Hospital's answer at Step 3 of the grievance procedure, be referred by the Union to the American Arbitration Association for arbitration under the Association's Voluntary Labor Arbitration Rules. In the event that the Union fails to submit the grievance to the Association within the required thirty (30) calendar days, then the Hospital's answer in Step 3 of the grievance procedure shall be final and binding upon the employees, the Hospital and the Union.

SECTION 2. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties. Each party shall bear the expense of its own witnesses.

SECTION 3. The award of the Arbitrator hereunder shall be final, conclusive, and binding upon the Hospital, the Union, and the employees.

SECTION 4. In the event that two or more grievances become ready for arbitration at the same time in the grievance procedure, there shall be a separate arbitrator selected and assigned to each case and a separate date fixed for each hearing. The parties, however, by mutual consent, can agree to have two or more cases heard on the same date by the same arbitrator.

SECTION 5. The arbitrator shall have the authority only to interpret and apply the provisions of the Agreement, and shall have no authority to add to, detract from or alter its terms, and shall have no authority to rule upon management prerogatives including, without limitation thereto, standards of service, matters involving the over-all budget of the Hospital, utilization of technology, organization structure, selection and direction of personnel, or other matters of inherent managerial policy.

SECTION 6. The Hospital shall have no right to invoke the grievance or arbitration procedures of this Agreement.

SECTION 7. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, or holidays.

## **ARTICLE IX**

### **Discharge and Penalties**

SECTION 1. The Hospital shall have the right to discharge, suspend, or discipline any employee for just cause.

SECTION 2. The Hospital will notify the Union at its Philadelphia office in writing of any discharge or suspension within three (3) calendar days from the time of discharge or suspension. Notice shall be complete upon confirmation of Union's receipt of a fax sent to its designated fax number or upon deposit of the written notice with an overnight or hand delivery service. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Hospital within five (5) calendar days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures set forth in this Agreement, however, commencing at Step 3 of the grievance procedure. Calendar days shall be in accordance with Section 4 hereof.

SECTION 3. If the discharge or suspension of an employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

The term "patient" for the purposes of this Agreement shall include those seeking admission and those seeking care or treatment in clinics or emergency rooms, as well as those already admitted. Patient shall also include the patient's parents, immediate family, and guardian.

SECTION 4. All time limits specified herein shall be exclusive of Saturdays, Sundays, and holidays.

## **ARTICLE X**

### **No Strike or Lock Out**

SECTION 1. The Union, its officers, agents, representatives, and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, sit-ins, slow-downs, cessation or stoppage or interruption of work, boycotts or other interference with the operations of the Hospital.

SECTION 2. Employees participating in any of the acts specified in Section 1 of this Article, shall be subject to discharge by the Hospital without recourse to the grievance and arbitration procedures. However, a dispute between the parties hereto as to whether an employee actually participated in any of the acts specified in Section 1 shall be subject to the grievance and arbitration procedures.

SECTION 3. The Union, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, assist, encourage, participate in or sanction any strikes, sit-downs, sit-ins, slow-downs, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital, or ratify, condone or lend support to any such conduct or action.

SECTION 4. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, or cessation, interruption, or stoppage of work, boycott or other interference with the operation of the Hospital occur, the Union within twenty-four (24) hours, if requested by the Hospital shall:

- (a) Publicly disavow such action by the employees;
- (b) Advise the Hospital in writing that, such action by employees has not been called or sanctioned by the Union;
- (c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately; and
- (d) Post notices at Union Bulletin Boards advising that it disapproves such action and instructing employees to return to work immediately.

SECTION 5. The Hospital agrees that it will not lock out employees during the term of this Agreement.



## ARTICLE XI

### Seniority

SECTION 1. For those employees hired into bargaining unit positions prior to July 1, 2006, bargaining unit seniority is defined as the length of time an employee has been continuously employed in any capacity in the Hospital computed from the employee's starting date following his most recent date of hire, except as noted in Article I, Section 4. For those Employees hired into bargaining unit positions on or after July 1, 2006, bargaining unit seniority shall be defined as the length of time an Employee has been continuously employed in any bargaining unit capacity in the Hospital. Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits when length of continuous service is a factor pursuant to this Agreement provided that employees with previous service in non-bargaining unit positions shall be entitled to continue their Hospital service date for all benefit entitlements except layoff, promotion, transfers and selection of scheduled PPL.

- (a) An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to his starting date following his most recent date of hire; except as noted in Article I, Section 4.
- (b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay provided that the employee returns to work immediately following the expiration of such leave of absence, during an authorized leave with pay, or during a period of continuous layoff not to exceed the lesser of one year or for the unexpired term of this agreement.
- (c) Temporary employees as defined in Article I hereof shall have no seniority during the time they occupy the status of temporary employees. If a temporary employee is employed beyond ninety (90) days, such time shall count towards his probationary period if retained as a regular employee in the same position.
- (d) Part time employees who are regularly scheduled to work seven and one-half (7.5) hours or more per week but less than twenty (20) hours shall accrue seniority as set forth in Article I, Section 4.

SECTION 2. An employee's seniority shall be lost for any of the following reasons:

- (a) If the employee quits or resigns;
- (b) If the employee is discharged for cause;
- (c) If an employee exceeds an official leave of absence unless the employee presents a reason satisfactory to the Hospital;
- (d) If an employee is laid off for a period of one (1) year or a period exceeding the length of the employee's continuous service, whichever is less;

- (e) If an employee who has been laid off fails to return to work on the job to which he is recalled within five (5) working days from the date of the letter sent by registered mail, or by overnight or hand delivery with a receipt to the employee's last address as shown by Hospital records. A copy of such letter sent by registered mail or by overnight or hand delivery, will be sent to the Union. This period may be extended by the Hospital if the employee gives a reason satisfactory to the Hospital;
- (f) If an employee is absent for more than three (3) consecutive work days without appropriately notifying the Hospital, unless such employee presents a reason, which is satisfactory to the Hospital.

### SECTION 3. Layoff

- (a) In the event of a layoff within a job classification, all non-bargaining unit employees in the classification affected shall be the first to be laid off. Temporary employees, followed by probationary employees, shall be next to be laid off.
- (b) An employee scheduled to be laid off, may either bid for a posted vacant position or bump on the basis of bargaining unit seniority the least senior employee in a job classification that the employee previously held and successfully performed beyond the probationary period. In the event that the employee is unable to secure a position through the exercise of either of the above two options, the employee may bump on the basis of bargaining unit seniority the least senior employee in any job classification in equal or lower pay grades in which the employee has the present ability to perform the job. There shall be only one subsequent bump; that is, in the event of a layoff there shall occur only two bumps in the Hospital.
- (c) Posted 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.
- (d) All delegates of the Union under this Agreement shall head the bargaining unit 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.
- (e) In the event of a layoff, the Hospital agrees to give two (2) weeks' notice or two (2) weeks pay in lieu of notice, at the Hospital's discretion.
- (f) Full time employees may only bump other full time employees. Part time employees may only bump other part time employees scheduled to work an equal or lesser number of weekly hours.

- (g) As agreed by the parties, employees formerly employed by the Philadelphia Child Guidance Center, incorporated into the bargaining unit as a result of the memorandum of agreement dated April 30, 1998, shall have a seniority date for purposes of layoff as noted in the agreement.
- (h) As agreed by the parties, employees formerly employed by the Children's Seashore House, incorporated into the bargaining unit as a result of the memorandum of agreement dated August 31, 1999, shall have a seniority date for purposes of layoff of July 26, 1999.

#### SECTION 4. Recall from Layoff

- (a) When a position is open for recall, employees who are on layoff from that position shall be recalled in inverse order of their layoff;
- (b) When a position opens where no laid-off employee has recall rights as stated above, the position shall be posted first for currently employed employees bidding for a promotion to a higher pay grade vacancy. If the position is not awarded, or a position is vacated because of an award, the open position shall not be posted and an employee on layoff shall then be recalled to the open position in the inverse order of layoff and on the basis of present ability to perform the work.
- (c) It is the intent of this provision that should an employee be recalled into a temporary position, the employee shall immediately be entitled to all benefits under this Agreement, with the exception of accrual of seniority, which shall be treated the same as any temporary employee.
- (d) In the event a temporary position becomes available, employees on layoff with recall rights shall be recalled to such temporary position. Recall to a temporary job shall not jeopardize employees' recall rights to permanent positions as provided in this Agreement.
- (e) If an employee is recalled into a job classification other than the one he was laid off from, he shall be immediately entitled to all benefits under this Agreement.
- (f) Persons on layoff status due to medical reasons shall upon medical clearance, if no positions are immediately available, displace persons in temporary positions based on seniority, probationary employees and agency workers until a permanent position becomes available and, while in the temporary position, would be eligible for all benefits.
- (g) As agreed by the parties, employees formerly employed by the Philadelphia Child Guidance Center, incorporated into the bargaining unit as a result of the memorandum of agreement dated April 30, 1998, shall have a seniority date for purposes of recall as noted in the agreement.

- (h) As agreed by the parties, employees formerly employed by the Children's Seashore House, incorporated into the bargaining unit as a result of the memorandum of agreement dated August 31, 1999, shall have a seniority date for purposes of recall of July 26, 1999.

#### SECTION 5. Promotion and Transfer

Vacancies in the bargaining unit shall be posted for one (1) week. Employees who bid on an open position shall be selected for promotion or transfer based on their present ability and qualifications to perform the job. Should two or more employees have the same relative present ability and qualifications to perform the job and if there is not one employee who is better able and more qualified, then the bidder with the greatest bargaining unit seniority within the Hospital shall be selected. An employee who successfully bids or is transferred into a vacant position shall be ineligible to bid on other positions outside of his/her department until the employee has been in the new position for a period of six (6) months. Employees who are interviewed for promotional or transfer vacancies may request to be notified in writing if not selected. Non-probationary part-time employees who are free of discipline shall have first right to full-time positions in their job classifications on the basis of seniority.

SECTION 6. Only disputes as to whether the employee selected has the present ability and qualifications to perform the job shall be subject to the grievance and arbitration provisions of the contract. If the Hospital determines that any employee who is promoted or transferred or who exercises a bumping right is not qualified for the job or is not performing the work satisfactorily, the employee shall have the right to bid on open positions. Employees shall have the right to bump back to their prior position only if there are no open positions for which they are qualified. If the employee is unable to return to the prior position, the layoff provisions of the contract shall apply. The Hospital's decision shall not be subject to the grievance and arbitration provisions of the contract unless the employee has been in the new job for a period of sixty (60) calendar days. Employees who have been moved from part time to full time positions are also subject to the ninety (90) day probation period and their disqualification for unsatisfactory work performance during this period is not grievable. Such employee shall have the same bidding and bumping rights as stated above.

SECTION 7. The Hospital will make every effort to transfer or promote successful bidders to their new positions within four weeks of the selection. Such period may be extended for an additional two weeks upon notification by the Hospital to the Union.

## **ARTICLE XII**

### **Hours of Work**

SECTION 1. The normal work week for regular full time employees shall be thirty-seven and one-half (37½) or forty (40) hours as assigned by the department and applicable to all full time employees in the classification within the department. Time used for meals shall not be counted as time worked. The foregoing provisions of this section shall not be construed as guaranteeing any number of hours of work per day, or per week, or days of work per week. Any reduction in scheduled hours shall be by seniority, provided the employee has the present ability to perform the work. If an employee's scheduled hours are reduced by 50% or more it shall be deemed a layoff.

SECTION 2. Time and one-half an employee's regular straight time hourly rate will be paid for all time worked in excess of forty (40) hours in any one week and in no other circumstances. The work week is defined as 12am Sunday through 11:59pm Saturday. In computing overtime, the following paid absences will be counted as time worked: absences covered by scheduled PPL time, bereavement leave, jury duty, holidays, and military training leave.

SECTION 3. Full time employees shall be entitled to one rest period of twenty (20) minutes in each working day as assigned by the Hospital to each employee. Part time employees working more than five (5) hours in a working day shall get one-half (½) hour unpaid lunch break, and part time employees working a full scheduled day shall be entitled to the unpaid lunch break plus one twenty (20) minute rest period, all as assigned by the Hospital to each employee.

SECTION 4. Employees shall be required to work overtime when requested. The Hospital will endeavor insofar as it may be practicable to distribute overtime relatively equally among the available qualified employees who are regularly employed in such work within the classification and within the department where the overtime occurs. When more than one employee volunteers to work an overtime assignment, the employee with the greatest seniority, within the classification and within the department, shall be granted the overtime assignment. An employee shall be considered to have worked the overtime if he is offered and declines overtime work, is absent from work when he would have been offered overtime work or is not available when called for overtime work.

SECTION 5. When an employee is requested to return to the Hospital to perform work within seven (7) hours after the termination of his regular shift and after he has left the Hospital premises, he shall receive four (4) hours work or four (4) hours pay at time and one-half his regular straight time hourly rate. The provisions of this section shall not apply in the event of strikes, slow downs, work stoppages, picketing, failure of utilities, or any other interruption of operations beyond the Hospital's control.

SECTION 6. When two or more types of overtime or premium compensation are applicable to the same hours of work, only the higher rate of compensation shall be paid. In no event shall overtime or premium compensation be duplicated or pyramided.

SECTION 7. An employee reporting for work who has not been notified not to report for work shall be given four (4) hours work or four (4) hours pay at his regular straight time hourly rate. The provisions of this Section shall not apply in the event of strikes, slow-downs, work stoppages, picketing, failure of utilities, or any other interruption of operation beyond the Hospital's control.

SECTION 8. There shall be a five (5) minute grace period at the beginning of each shift. In the event of inclement weather, employee lateness shall not be counted toward disciplinary action if in the Hospital's opinion the lateness is caused by inclement weather.

SECTION 9. No employee shall be required to work more than sixteen (16) consecutive hours.

SECTION 10. In the event that the Hospital wishes to change the length of a full time employee's work week, the Hospital shall notify the employee in writing of such change at least two (2) weeks in advance. Except in an emergency, in the event the Hospital wishes to change an employee's starting time, the Hospital shall notify the employee in writing of such change at least two (2) weeks in advance. The Hospital agrees to post employees' schedules at least one (1) week in advance. This provision shall not apply to probationary employees.

## **ARTICLE XIII**

### **Shift Differential**

All employees working on shifts where the starting time is between 12:00 PM and 3:00 AM will receive a shift differential of one dollar (\$1.00) per hour, which shall be included for holiday, PPL, and ESL time.

## **ARTICLE XIV**

### **Union Activity, Visitation and Bulletin Boards**

SECTION 1. No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his working time or in working areas of the Hospital at any time, except as provided in the grievance procedure article of this Agreement.

SECTION 2. The Hospital shall provide an office space to the Union in the Hospital, which shall be scheduled in advance through the Human Resources Department to meet with members of the bargaining unit. Scheduled hours will be available 24 hours per day, seven days per week. Access to Department Management will be available by scheduling appointments through Human Resources.

SECTION 3. The Hospital shall provide at least four bulletin boards at various locations throughout the Hospital which are accessible to employees and which shall be used for the purpose of posting proper official Union notices.

In the event that the Hospital expands its facilities it will meet with the Union to discuss additional bulletin boards.

SECTION 4. The work schedules of employees elected as Union Delegates shall be adjusted to permit attendance at regular delegate assembly meetings held in the evening provided that Hospital operations shall not be impaired and provided further that said delegate gives his supervisor fourteen (14) days advance notice of the meeting.

SECTION 5. A Union Delegate who wishes to handle proper union business in another department must first have prior permission of the department head in whose area he will be entering or the supervisor in charge of that area. Such permission will not be unreasonably withheld.

SECTION 6. The Hospital agrees that the Union may continue its past practice of having its bi-annual election of delegates at the Hospital at a mutually agreed time, place, and date. In addition, the Hospital agrees that once a year the Union and the Hospital will agree on a mutual time, date and place for the Union to explain the contract benefits to bargaining unit employees who are not supposed to be working at that time and on that date.



## **ARTICLE XV**

### **Holidays**

SECTION 1. With respect to regular full time employees, the Hospital will recognize eight (8) stated holidays (New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Norman Rayford Day, Labor Day, Thanksgiving Day and Christmas). Part time employees (working 7.5 hours or more per week) will be entitled to the stated holidays on a pro-rata basis. The holiday for Martin Luther King's Birthday will be observed on the date of the national holiday. Employee free parking on the Norman Rayford holiday shall be limited to only off-site parking facilities.

SECTION 2. Subject to the following provisions of this Article depending on an employee's normal work week, an employee shall receive his/her regular day's pay at his/her regular straight time hourly rate for each holiday not worked including shift differentials but excluding all other premiums.

SECTION 3. Employees shall not be entitled to any paid holidays until they have completed their probationary period.

SECTION 4. In order to be eligible for holiday pay an employee must have worked his scheduled hours on the work day immediately preceding and immediately following each holiday. However, a scheduled PPL day will be deemed a day worked for purposes of this section.

SECTION 5. Recognizing that the Hospital works every day of the year and that it is not possible for all employees to be off the same day, the Hospital shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. The Hospital shall, however, take seniority into account on a rotating basis in determining which employee shall not be required to work on a holiday. If an employee is scheduled to work on a holiday but fails to report for and perform such work, the employee shall not receive any holiday pay under Section 3 hereof or a compensatory day off. The provision of this section shall be waived by the Hospital in case of an employee who is prevented from reporting to work because (a) illness or injury provided that the Hospital may require evidence of such illness or injury; and (b) of a death in the immediate family as defined in Article XVIII Section 1 hereof.

SECTION 6. Subject to the provision of Section 8 hereof, employees required to work on a holiday shall be paid at their regular straight time hourly rate plus shift differential, if applicable, and in addition, shall be scheduled one day off with pay of the employee's preference, provided it does not conflict with the department's staffing needs, but such employees shall not be entitled to any pay under Section 3 hereof. The prescheduled compensatory day off must be scheduled in the pay period, which precedes, occurs within, or immediately follows the holiday pay period. The compensatory day off for part-time employees shall be based on the number of hours worked on the holiday, not to exceed eight (8) hours.

SECTION 7. Employees required to work on the eight stated holidays listed in Section 1 of this Article shall be paid at time and one-half (1½) their regular rate plus shift differential, if

applicable and, in addition, shall be scheduled one day off with pay of the employee's preference, provided it does not conflict with the department's staffing needs, but such employees shall not be entitled to any pay under Section 3 hereof. The prescheduled compensatory day off must be scheduled in the pay period, which precedes, occurs within, or immediately follows the holiday pay period. The compensatory day off for part-time employees shall be based on the number of hours worked on the holiday, not to exceed eight (8) hours.

SECTION 8. Stated holidays which fall on a Saturday will be observed on the preceding Friday and stated holidays which fall on Sunday will be observed on the Monday following.

SECTION 9. If a stated holiday falls during an employee's Paid Personal Leave, at the option of the Hospital, the time off shall be extended by one day or the employee shall receive an extra day's pay at his regular straight time hourly rate. In making the determination, the Hospital will take into consideration the employee's express preference.

## **ARTICLE XVI**

### **Paid Leaves**

SECTION 1. In the event of a death in the immediate family of a regular full time or part time (seven and one-half (7.5) hours or more per week) employee, who has completed his probationary period, such employee, upon request, shall be granted a maximum of three (3) days off with pay and shall receive pay at his regular straight time hourly rate excluding shift differential provided that the absences occur on the employee's regularly scheduled work days. An employee may elect to take earned PPL days at the time of a funeral leave as provided herein. Immediate family means spouse, child, parent, sister, brother, grandparent of any generation and grandchild, mother-in-law or father-in-law, stepparent, stepchild, stepsister, stepbrother, guardian, foster child and foster parent.

SECTION 2. All regular full time and part time (working seven and one-half (7.5) hours or more per week) employees who have completed their probationary period and who are called, not volunteered, to serve as jurors shall receive their regular pay, less their pay as jurors, for each work day, up to a maximum of twelve (12) weeks, while on jury duty but which shall not include "on-call" jury time when an employee is able to be at work. The receipt of a subpoena or a notice to report for jury duty must be reported immediately to the Human Resources Department of the Hospital and the Hospital may request that an employee be excused or exempted from such jury duty if, in the opinion of the Hospital, the employee's services are essential at the time of the proposed jury service. Regular pay as used herein means the employee's basic daily rate exclusive of shift differential, overtime, and any other premiums, but includes pay for any stated holiday under Article XV.

SECTION 3. All regular full time and part time (working seven and one-half (7.5) hours or more per week) employees who have completed their probationary period and who are members of a reserve component in the United States Armed Forces and as such are required to attend a two week military training period shall receive their regular pay, less their pay from the military for such duty, for a period not to exceed ten (10) working days per year. Regular pay used herein means the employee's basic daily rate exclusive of shift differentials, overtime, and any other premiums.

## **ARTICLE XVII**

### **Unpaid Leaves of Absence**

**SECTION 1.** An employee who is absent due to a verifiable, serious health condition caused by illness, injury or other disability (whether it be for work or non-work related reasons, and regardless of whether it is covered by workers' compensation) which prevents the employee from performing the essential functions of his/her job, will be granted a medical leave of absence not to exceed the applicable period set forth below:

- For an employee with less than fifteen (15) years of seniority -- not to exceed three (3) months, based on need as certified through a functional capabilities assessment by the employee's health care provider.
- For an employee with fifteen (15) years or more of seniority -- not to exceed six (6) months, based on need as certified through a functional capabilities assessment by the employee's health care provider.

For purposes of determining the commencement of leave under this section, it begins on the day following exhaustion of ESL for all non-work related disabilities. For work related disabilities, the leave commences on the date Workers' Compensation benefits begin.

For purposes of the Family and Medical Leave Act, the federally mandated leave period for a serious personal health condition shall start on the first day of absence after the last day worked caused by the serious health condition.

**SECTION 2. MILITARY LEAVE.** Leave of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof, shall be granted in accordance with applicable law. If leave is for performance of duty with a reserve component, the Hospital shall pay the Employee's total health care cost for period up to six (6) months.

**SECTION 3. UNION BUSINESS.** A leave of absence for a period not to exceed one (1) year shall be granted to employees with one (1) or more years of bargaining unit seniority in order to accept a full time position with the Union, provided that such leaves will not interfere with the operations of the Hospital or provided further that not more than two (2) employees can be on any such leave at any one time.

**SECTION 4. OTHER LEAVES.** Leaves of absence (ten (10) days or more) without pay for other legitimate reasons will be considered by the Hospital. Such leaves of absence may be granted for a period of up to twelve (12) months. After the first six (6) months of such absence, application must be made by the employee to the Hospital before the remaining six (6) months leave can be granted.

**SECTION 5. EDUCATIONAL LEAVE.** This is an unpaid Leave of up to one year granted to allow an employee to attend an accredited educational facility approved by the Hospital for courses directly related to his/her job and/or which enhance the employee's skills and/or

knowledge with respect to assigned duties to which he/she can be promoted or transferred. To be eligible for an Educational Leave, an employee must have at least one full year of continuous employment with the Hospital. The training that is received must be provided by an approved, accredited institution. An employee's job or a comparable job will be held open during an Educational Leave as operations permit. The period during which an employee's job will be held open will be communicated to the employee prior to the commencement of the Leave. When an employee's position cannot be held open for the entire period of the Leave, he/she will be given preferential consideration for available positions, which the employee is able to perform at the end of the Leave. If there are no available positions, the employee shall be placed on layoff. Issues related to union proposals relating to educational leave shall be referred to the Advisory Training Council for study in accordance with Article XXI.

**SECTION 6. CHILD/DEPENDENT/ELDER CARE LEAVE.** An employee who needs time off for the purpose of providing care for an immediate family member will be granted an unpaid leave of absence for a period not to exceed six (6) months.

**SECTION 7. REQUEST FOR LEAVE OF ABSENCE AND RETURN TO WORK.** Except for the employee's own medical reasons, a leave of absence shall not be granted if, in the opinion of the Hospital, it would interfere with the operations of the Hospital.

Except as provided in Section 5, an employee with less than fifteen years of service shall have the right to return to his/her original job or a comparable position on the same shift if the employee returns by the end of any authorized leave which does not exceed three (3) months. After three months of any authorized leave, the employee shall be placed on layoff. An employee with fifteen years of service or more shall have the right to return to his/her original job or a comparable position on the same shift if the employee returns at the end of any authorized leave, which does not exceed six (6) months. After six months of any authorized leave, the employee shall be placed on layoff. If the employee is not able to return to work at the end of the authorized leave period as a result of a verified medical inability to perform the essential functions of the job, the employee shall be placed on layoff effective with the termination date of the leave. If an employee exceeds the authorized leave period without having submitted medical verification of inability to perform the essential functions of the job, the employee's employment will be terminated. An employee who is receiving either short term disability or long term disability benefits is entitled to return to his original job or a comparable position on the same shift at the sooner of the conclusion of the benefit period or nine months from the date of disability.

**SECTION 8. EMPLOYMENT DURING LEAVE OF ABSENCE.** An employee on leave of absence who, without the specific written consent of the Director of Employee Relations, engages in paid employment of any kind during the period of absence, shall be terminated as having abandoned his/her position. Date of termination will be the last day worked.

**SECTION 9. FREQUENCY OF UNPAID LEAVE OF ABSENCE.** With the exception of leaves under Section 4, an employee will not be eligible for an additional unpaid leave of absence until one year has elapsed since he/she returned from an unpaid leave of absence, unless such leave is legally required under the Family and Medical Leave Act.

SECTION 10. MEDICAL COVERAGE DURING LEAVE OF ABSENCE. The Hospital will continue medical coverage for an employee who is on an unpaid leave of absence under Section 1, Article XVII, from the date they are deemed disabled and for as long as they continue to be deemed disabled, for a period not to exceed 39 weeks, provided the employee continues to pay his/her share of the cost of the medical benefit.

## ARTICLE XVIII

### Wages

#### SECTION 1.

- (a) Effective as of April 1, 2016, each employee on the payroll of the Employer on that date and covered by this Agreement shall receive an increase in his/her base hourly rate of three percent (3%).
- (b) Effective as of April 1, 2017, each employee on the payroll of the Employer on that date and covered by this Agreement shall receive an increase in his/her base hourly rate of three percent (3%).
- (c) Effective as of April 1, 2018, each employee on the payroll of the Employer on that date and covered by this Agreement shall receive an increase in his/her base hourly rate of two percent (2%).
- (d) Effective as of April 1, 2019, each employee on the payroll of the Employer on that date and covered by this Agreement shall receive an increase in his/her base hourly rate of two and a half percent (2.5%) .
- (e) Effective as of April 1, 2020, each employee on the payroll of the Employer on that date and covered by this Agreement shall receive an increase in his/her base hourly rate of two and a half percent (2.5%) .
- (f) Subject to Section 2, the foregoing increases shall be applied to all entry rates and job rates.
- (g) Each full time employee on the payroll on the date of ratification shall receive a ratification bonus of \$300. Part-time employees shall receive a ratification bonus of \$150.
- (h) Each employee with ten years or more of seniority as of the date of ratification shall receive a cash bonus equal to one week's straight time pay.
- (i) Lead CPD Tech shall be reclassified from pay grade UN10 to newly created pay grade UN10A, effective April 1, 2016, at the job rate of \$27.08.

SECTION 2. Job titles, labor grades, entry rates and job rates for employees hired on or before March 31, 2018 are set forth in Appendices A and B annexed hereto. For employees hired on or after April 1, 2018 the 1<sup>st</sup> Year rate shall be 80% of the applicable job rate, and shall be increased to 90% of the applicable Job Rate after 1 year of employment (2<sup>nd</sup> Year rate). The employee shall be paid the Job Rate on his/her second anniversary of employment. The 1<sup>st</sup> Year

rates, 2<sup>nd</sup> Year rates and Job rates for employees hired on or after April 1, 2018 are set forth in Appendix C.

SECTION 3. If an employee is required to work one full shift or more at a higher rated job, then he shall be paid at his rate or the job rate for the other job, whichever is higher.

If an employee is temporarily transferred to a job in the same grade or into a lower-rated job, the employee will receive his current rate of pay for the temporary hours worked in these situations.

SECTION 4. All employees may request a copy of their job description when hired and job descriptions shall be available in each department.

SECTION 5. In the event a new classification is added or an existing classification is substantially changed, the Hospital shall assign it to a pay grade and advise the Union of the rate for the new job. The Hospital shall provide the Union with a written job description of the new or changed classification, which shall describe the job contents sufficiently to identify the new duties. Upon the receipt of the job description, the Union shall be given the opportunity to meet with the Hospital to discuss the assigned pay rate. If the Union disagrees with the assigned rate for the job, the rate for the job may be submitted through the grievance procedure.



## **ARTICLE XIX**

### **Medical and Insurance Benefits**

SECTION 1. Eligible employees shall have the option of participating in the Hospital Employee Health Benefit Plans, on the same terms and conditions as unrepresented employees of the Hospital. The employee bi-weekly contributions for the managed care plan for the period July 1, 2016 to June 30, 2021 are set forth in Exhibit A. The participating employee's share shall be paid through payroll deduction.

Because the Hospital Employee Health Benefit Plans apply to both represented and unrepresented employees, the Hospital reserves the right to change the Health Benefit Plans and the terms and conditions of the Plans, provided any changes shall apply uniformly to represented and unrepresented employees. In the event of any changes, the Hospital will notify the Union of the changes and if requested, meet to explain the changes and in good faith discuss them before they take effect.

SECTION 2.. The Hospital shall provide short term disability benefits fully subsidized by the Hospital to a benefit level in weeks 2-8 of disability of 70% for full-time and 60% for part-time and a benefit level of 60% for full-time and 50% for part-time in weeks 9-26 of disability. (effective 1/1/2013). The Hospital shall continue to provide a long-term disability plan on the same basis as all other hospital employees with coverage levels that provide a benefit of 60% for full-time benefit eligible and 50% for part-time benefit eligible employees and is fully subsidized by CHOP, with a buy-up option available at the employee's cost. (effective 7/1/2012).

## **ARTICLE XX**

### **Pensions**

SECTION 1. Effective July 1, 2012, the Hospital shall contribute to The Pension Fund for Hospital and Health Care Employees of Philadelphia and Vicinity ("Philadelphia Pension Fund") monthly, at a contribution rate of 12.50% of gross payroll for those employees of the Hospital who as of July 1, 2000 have fifteen (15) or more years of service or will be eligible for early retirement under the terms of the Philadelphia Pension Fund (age 55 with ten years of service) or normal retirement prior to July 1, 2001. This rate shall be effective until July 1, 2013 at which time it shall be 14.0% of gross payroll. Effective July 1, 2014, the rate shall be 15.50% of gross payroll. Effective July 1, 2015, the rate shall be 17.25% of gross payroll. Effective July 1, 2016, the rate shall be 18.75% of gross payroll. Effective July 1, 2017, the rate shall be 20.50% of gross payroll. Payments shall be due no later than thirty (30) days following the payroll month on which they are based. The Hospital and the Union will meet after January 1, 2018 and before July 1, 2018 to negotiate and agree upon contribution rates to the Philadelphia Pension Fund for the period of July 1, 2018 – June 30, 2021. All other terms and conditions of the collective bargaining agreement shall remain in full force and effect.

SECTION 2. Should the Fund wish to improve benefits applicable to Hospital employees beyond those improvements described in the Union's proposed Memorandum of Agreement provided to the Hospital on April 4, 1995, the Union and Hospital shall meet and discuss the proposed benefit improvements. No benefit improvement shall be put in effect unless there is mutual agreement between the Hospital and Union regarding the amount and timing of such improvement.

SECTION 3. If a payment or payments are not made in compliance with Section 1 above, the Hospital shall, from and after the due date thereof, and until full payment of arrears is made, pay interest on such arrears at the rate of one and one-half percent (1½%) per month or the maximum permitted by law, whichever is less. The pension benefits provided by this plan will be fully paid by the Hospital and will not require an Employee contribution.

SECTION 4. The Philadelphia Pension 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 employers contributing to said fund and that any dispute whatsoever that may arise or deadlock that may develop among or between the said Trustees shall be submitted to arbitration before an arbitrator or umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.

SECTION 5. 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.

SECTION 6. An independent audit of the Philadelphia Pension Fund shall be made annually and a statement of the results thereof shall be furnished to the Hospital.

SECTION 7. Together with the periodic payments herein provided, the Hospital shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.

SECTION 8. The Hospital 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 required by ERISA or that may be required in order to determine the eligibility of employees for the Fund benefits and to permit an Accountant for the Fund to audit such records.

SECTION 9. All employees with less than fifteen years of service who as of July 1, 2000 are more than one year from being eligible to receive pension benefits under the Philadelphia Pension Fund and who are hired before July 1, 2000 shall be eligible to participate in a Hospital sponsored Pension Plan for bargaining unit employees which will be subject to ERISA, PBGC and other applicable federal law. This Plan will provide substantially equivalent retirement benefits (with a 2.4% multiplier) to those offered by the Philadelphia Pension Fund as was in effect June 1, 2000. The pension benefits provided by this Plan will be fully paid by the Hospital and will not require any employee contribution.

SECTION 10. Employees hired on or after July 1, 2000 and before July 1, 2017 shall be eligible for participation in a Hospital sponsored Defined Pension Plan expressed as an account. The pension benefits provided by this Plan will be fully paid by the Hospital and will not require any employee contribution.

SECTION 11. Effective January 1, 2001, those employees covered by the Plans described in Sections 9 and 10 hereof shall be eligible to participate in a Hospital sponsored Retirement Savings Plan for Union Employees ("Savings Plan"). Effective January 1, 2005 and after one (1) year of service, for each dollar the employee contributes to the Savings Plan (up to a maximum of four (4%) percent of pay), the Hospital will contribute fifty cents (\$.50). These contributions are made on a tax-deferred basis. The employee may choose to save at a rate greater than 4%, however, these deferrals are not subject to match. The Savings Plan will be subject to ERISA and intended to meet the requirements of Section 403(b) of the Internal Revenue Code.

SECTION 12. Employees hired on or after July 1, 2017 shall be eligible to participate in a Hospital funded Defined Contribution Retirement savings Plan, established under section 401(a) of the Internal Revenue Code. After one (1) year of service, the Hospital shall contribute 3% of the employee's compensation to the new Defined Contribution Plan and employees shall be 100% vested in the Plan following 3 years of service (Year of service is 1000 hours in a plan year).

In addition, employees hired on or after July 1, 2017 and covered by the 401(a) Plan shall be eligible to participate in the Hospital sponsored 403(b) Retirement Savings Plan for Union Employees ("Savings Plan"). After one (1) year of service, for each dollar the employee contributes (up to a maximum of 6% of pay) the Hospital will contribute fifty cents (\$.50).

## ARTICLE XXI

### Training and Upgrading

SECTION 1. Advisory Training Council. There shall be established an Advisory Training Council within the Hospital consisting of no more than six (6) members, three (3) to be appointed by the Union and three (3) to be appointed by the Hospital. The three (3) Union members shall consist of two (2) Hospital employees who are in good standing without disciplinary records and one representative from 1199C. This Council shall study training needs as they relate to the changing work environment. Under this training program, the Hospital will:

- (a) Identify opportunities for employee training and skill development in anticipation of future needs at The Children's Hospital of Philadelphia.
- (b) Make available training opportunities for employees to advance themselves within the Hospital.
- (c) Make available testing and other aids to help employees identify their respective abilities and interests.
- (d) Develop a Tuition Assistance Program to provide continuing education including vocational, technical or college courses that will enhance professional and career development at The Children's Hospital of Philadelphia.

The Hospital shall accommodate any bargaining unit employee who applies for the benefit under this program.

SECTION 2. Clinical Scholarship Programs. Clinical scholarship programs generally offered to hospital employees shall be available to bargaining unit employees.

SECTION 3. Effective July 1, 2018 the above sections 1 and 2 shall be deleted and no longer in effect. Effective July 1, 2018 the Employer each month shall contribute 1.5% of straight time payroll to the District 1199C Training and Upgrading Fund.

## **ARTICLE XXII**

### **Fund Payments**

Any disputes, which may arise between the parties as to a claim that any payment to the Pension Fund under Article XX, Section 1 is overdue and interest, if any, due thereon, shall be handled in accordance with the Arbitration Article of this Agreement.

## **ARTICLE XXIII**

### **Hiring**

SECTION 1. The Hospital shall notify the Union's Employment service, once a week via fax of all bargaining unit job postings.

SECTION 2. The Employment Service shall be administered by the Union and the cost of operating the Service shall be borne by the Union.

SECTION 3. Notwithstanding the foregoing, the Hospital retains the right to hire applicants from other sources.

SECTION 4. The Hospital shall not be required to notify the Employment Service of any job vacancy, which must be filled without delay in order to meet an emergency or to safeguard the health, safety, or well-being of patients.

SECTION 5. In any case where the Hospital utilized such Service rather than hiring from other sources, it is agreed that the Service, in referring, and the Hospital, in hiring shall not discriminate against an applicant because of membership or non-membership in the Union or for any other reason set forth in the "No Discrimination" provision of this Agreement. It is also agreed that the Hospital retains the right to hire such applicants referred by the Employment Service as the Hospital deems qualified in its sole discretion.

## **ARTICLE XXIV**

### **Resignation or Termination**

SECTION 1. An employee who resigns shall give the Hospital two weeks' notice.

SECTION 2. An employee who gives notice of resignation, as provided above, or who has been laid off or terminated, shall be entitled to receive payment for unused Paid Personal Leave (PPL) accrued on the effective date of the resignation, termination or layoff. If notice is not given as provided above, an employee shall not be entitled to such payment unless it was not possible for the employee to give notice because of health reasons.

## **ARTICLE XXV**

### **Effect Of Legislation-Separability**

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



## **ARTICLE XXVI**

### **Past Practices**

The specific past practices unless contained in the provisions of this Agreement shall be set forth in a letter between the Hospital and the Union. It being understood that no other past practices or prior understandings shall be the basis of any claim by the Union or an employee against the Hospital.

## **ARTICLE XXVII**

### **Miscellaneous**

SECTION 1. The Hospital shall continue its past practice with respect to furnishing uniforms, but shall provide a minimum of four (4) uniforms to all employees covered by this provision. The EEG technicians shall be reimbursed for up to five (5) uniform sets per year. Employees who are required by the Hospital to wear special (other than uniforms) or safety clothing shall be furnished the same by the Hospital at no cost to the employees. The Hospital shall also provide uniforms to all dental assistants. The Hospital shall also provide work boots as necessary to employees in the Dietary Department, Facilities Management Department, the project team in Environmental Services, and to receiving clerks in Materials Management. Hospital agrees to replace uniforms of Food Service and Environmental employees that are permanently soiled, discolored or torn.

SECTION 2. The Hospital shall provide in every six-month period two (2) hours with pay in order that Union Delegates may participate in a Patient Care Conference to be held at the Hospital and sponsored by the Union. The Hospital shall provide meeting facilities for this conference.

SECTION 3. Employees shall be entitled to use the Hospital's recreational and cultural facilities in accordance with the policies set by the Hospital.

SECTION 4. All errors in excess of \$50.00, which are brought to the attention of the Payroll Department by 5:00 p.m. on payday, shall be corrected the next day. All other errors, which do not meet the above criteria, will be corrected in the next regular paycheck.

SECTION 5. The Hospital will continue its past practice of providing free parking for employees when working on evening and/or night shift.

SECTION 6. All minor infractions on an employee's record shall be cleared after one (1) year, provided that the one (1) year shall be free of related infractions.

SECTION 7. With respect to Maintenance Employees, the Hospital shall provide, at its cost, to each such employee one (1) set of standard, small hand tools. The employee shall be responsible for replacing such tools, which are lost or damaged.

SECTION 8. The Union agrees to pay one-half (½) the expense of printing the Collective Bargaining Agreement booklets.

SECTION 9. There shall be established a Health and Safety Advisory Committee made up of equal representation from the Union and Management (2 persons from each). The purpose of the Committee shall be to make recommendations to the Hospital Safety Committee on employee health and safety issues. The Union Chair of the Advisory Committee may report the Committee's recommendations either in writing or in person to the Hospital Safety Committee.

SECTION 10. Retraining.

In the event that the Hospital makes any technological or automation changes at the Hospital which will substantially alter or change the work of employees and will result in the layoff of employees, the Hospital will provide affected employees possessing the skills necessary for retraining to perform the new work with the opportunity to be retrained either by the company or contractor supplying the equipment to the hospital, or, if none is provided by the supplier or contractor, then by the Hospital.

Employees who successfully complete the training shall be subject to the ninety (90) day probationary period. Those employees who do not successfully complete their training so as to be able to perform the jobs shall be laid off in accordance with the Collective Bargaining Agreement and the new job shall be posted.

SECTION 11. If Safety Shoes are required by the Hospital, the Hospital will provide each employee required to wear them with one pair each contract year.

SECTION 12. C.P.D. Tech shall receive an additional thirty cents (\$.30) per hour upon satisfactory completion of the CRCST (Certified Registered Central Service Technician) certification course and upon receipt of certification. The CPD Tech will be eligible to receive this increase at the successful completion of their probationary period.

SECTION 13. Employees requested to work an overtime shift will be entitled to a Children's Hospital employee's meal ticket (for use that day in the Hospital cafeteria). A shift will be considered overtime for this purpose when the majority of the hours are paid at premium time. All employees working double shifts will be eligible for a meal ticket. Employees that work stated holidays as provided under Article XV will receive a meal ticket.

SECTION 14. The Hospital shall notify the Union at least six months in advance in the event of a planned permanent closing of the Hospital.

SECTION 15. Effective August 31, 2006, The EEG on-call beeper rate shall be increased to \$20 per shift. Effective August 31, 2008, the EEG on-call beeper rate shall be increased to \$24 per shift.

SECTION 16. A joint committee consisting of no more than six (6) members, three (3) to be appointed by the Union and three (3) to be appointed by the Hospital, shall meet and discuss issues relating to the establishment of an apprenticeship program in the Maintenance Department.

SECTION 17. Employees in EEG shall be reimbursed for telephone calls made for business purposes while on-call.

SECTION 18. The Hospital shall pay all fees for licenses and certificates required by governmental agencies or accrediting boards as a condition for bargaining unit employees to perform their jobs at the Hospital.

SECTION 19. The parties agree to establish a labor-management committee to meet and attempt to resolve employee issues in the Nursing Department.

SECTION 20. The Hospital will restore to all negotiating committee members and PPL time taken when at negotiations.

## **ARTICLE XXVIII**

### **Paid Time Off Program**

SECTION 1. The Paid Time Off (PTO) program is a flexible system of paid time off which eliminates the distinction traditionally made between sick, optional holiday and vacation time. The PTO program encourages the planning and predictability of time off while providing employees with greater flexibility in using earned time to meet their individual needs.

SECTION 2. Under PTO program, regular full time and part time employees scheduled to work 20 or more hours per week are eligible to participate in the program and receive Paid Personal Leave (PPL).

SECTION 3. There are two types of Paid Personal Leave: Scheduled Paid Personal Leave (SPPL) and Unscheduled Paid Personal Leave (UPPL).

- (a) Scheduled Paid Personal Leave (SPPL) is approved, accrued time off to be utilized for elective absences such as vacation, preventative health and dental care, religious observances, personal business, pet care, minor illnesses (absences of 7 consecutive calendar days or less), family emergencies, and other elective absences.
- (b) Unscheduled Paid Personal Leave (UPPL) is time off that has not been communicated and approved by an employee's department head, manager or designee.

SECTION 4. Employees are expected to notify his/her department head, manager or designee of an absence a minimum of 2 hours before the start of their shift. Failure to notify can result in disciplinary action.

SECTION 5. PPL is earned starting with the first day of employment as a regular full or part time employee. Employees are eligible to use earned PPL time following the completion of their probationary period.

- (a) Employees earn PPL credits based on full time or part time equivalent status and length of service as determined by their adjusted hire date. PPL credited hours are deposited into an employee's PPL bank. An employee may accumulate up to two times his/her annual PPL accrual.
- (b) PPL time of less than three (3) days duration must be requested in writing and approved at least 48 hours in advance of the time off requested. It must be approved by the employee's department head, manager, or designee.
- (c) PPL time of three (3) consecutive days or more must be requested in writing and approved a minimum of two (2) weeks in advance. It must be approved by the employee's department head, manager, or designee.

- (d) Any PPL time taken which is not scheduled in advance or which is not approved will be considered an occurrence under the Hospital's Rules of Conduct Policy.
- (e) PPL will be granted after considering the employee's request and seniority, and based on operational needs, at the sole discretion of the Hospital.

SECTION 6. An employee absent from work after exhausting his/her PPL bank shall be subject to progressive discipline, except for absences covered by short-term disability, the Family Medical Leave Act (FMLA), Paid Leave and Unpaid leave provisions of the contract.

- (a) After a first occurrence of absence after exhausting PPL days, an employee shall receive a written warning. After a second occurrence, an employee shall receive a final warning. After a third occurrence, the employee may be terminated.
- (b) An occurrence for purposes of this policy shall be defined as any continuous absence due to a single, verifiable illness or medical condition.
- (c) Discipline for incidents of absence after exhaustion shall expire 18 months after date of issuance. Such employee may also be subject to discipline if he/she has excessive occurrences under the Hospital's Rules of Conduct Policy. This does not preclude the union from challenging the reasonableness of the Hospital's Rules of Conduct Policy.
- (d) Effective January 1, 2013, incidents that do not result in discipline will clear upon the 12 month anniversary of the occurrence.

SECTION 7. Employees shall earn PPL time, which shall be credited to their PPL bank on the following schedule:

Hours Per Week	Years of Service	Annual Accrual	Bi-Weekly Accrual	Maximum Accrual
40	<5 years	200	7.69	400
	5+ years	240	9.23	480
36 – 39.9	<5 years	176	6.76	352
	5+ years	208	8.00	416

32 – 35.9	<5 years	144	5.54	288
	5+ years	168	6.46	336
20 – 31.9	<5 years	104	4.00	208
	5+ years	128	4.92	256

- (a) Regular part time employees scheduled to work 20 or more hours per week earn PPL credit. PPL credit shall not be earned while an employee is on a leave of absence or while on layoff.
- (b) PTO pay is calculated by multiplying the regular hourly rate of the employee by the number of hours of PTO time used. Shift differential is considered part of the regular hourly rate for PTO pay purposes only for employees regularly assigned to the evening or night shift. On-call rates, overtime wages and other premiums are not included in calculating PTO pay.

SECTION 8. An employee who has an extended absence of 7 consecutive calendar days or more (one scheduled work week) for their own personal illness or injury for which the employee is being treated by a health care provider and prevents them from doing his/her job duties will be required to use PPL time to satisfy the short term disability elimination period.

- (a) If the employee does not have enough PPL time available to satisfy the 7 calendar day (one scheduled work week) elimination period, they will go unpaid.
- (b) The Hospital shall maintain a short term disability plan for all benefit eligible employees.
- (c) For purposes of the Unpaid Leave of Absence Article, and specifically the section regarding medical leaves, such leave shall commence for non-work related illnesses or injuries on the day following the last day worked.
- (d) When an employee is required by the Hospital to take therapy during working hours to recover from a work-related injury or illness, such time at therapy shall not be considered an absence for purposes of this Program.

SECTION 9. Benefit eligible employees may elect to cash out unused PPL time. Full time benefit eligible employees (employees scheduled to work 72-80 hours bi-weekly) may not decrease their balance below 80 hours. Part-time benefit eligible employees (scheduled to work 40-71.999 hours bi-weekly) may not decrease their balance below 40 hours.

SECTION 10. An employee who has completed the probationary period and who voluntarily terminates or retires and gives at least two weeks written notice or is terminated after layoff shall receive payment for PPL credits in his/her bank.

SECTION 11. Employees who are absent due to illness or accident covered by workers' compensation may use PPL time to make up for lost pay during any waiting period not compensated by workers' compensation.

SECTION 12. An employee who reports for work and then is sent home because of illness or accident covered by workers' compensation shall receive his regular day's pay for the day he is sent home. The employee shall have the option as to whether or not to use PPL time for doctor and therapy visits related to workers compensation claims.

SECTION 13. An employee who is sick upon arrival to work and then sent home by their manager, will be required to use UPPL. If an employee becomes sick during their shift is sent home by their manager, the Hospital will pay the employee for the remainder of his/her shift at his/her regular rate of pay including shift differential. The employee will not be required to use PPL time for those hours.

SECTION 14. Employees hired on or after July 1, 2012 shall not accrue Extended Sick Leave (ESL). Employees with a hire date prior to 7/1/2012 will have their accrued ESL banks of time frozen, with no further accruals as of 12/31/2012. An employee who has an extended absence of 7 consecutive calendar days (one scheduled work week) or more for their own personal illness or injury for which the employee is being treated by a health care provider and prevents them from doing his/her job duties, as determined by the leave of absence administrator, will be required to use PPL time to satisfy the short term disability elimination period (7 calendar days / one scheduled work week) and then will utilize their ESL bank until exhausted, and then receive their short term disability benefit.

SECTION 15. ESL banks cannot be cashed out. ESL has no cash value and cannot be converted to PPL hours. ESL is not paid out at termination.

SECTION 16. Employees shall be eligible to participate in the Hospital Paid Personal Leave Donation Policy.

SECTION 17. In the Food Service department, PPL approval and coverage: If the PPL request is approved, the manager will find the replacement for the shift, if the PPL is denied, the employee can still attempt to find a suitable replacement to cover their own shift. The replacement will need to be approved by the manager.



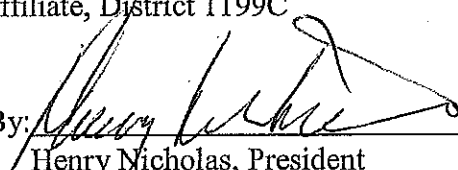
## ARTICLE XXIX

### Duration of Agreement


This Agreement shall be in full force and effect for the period commencing at 7:00 a.m. April 1, 2016 and ending at 7:00 a.m. on July 1, 2021. The Union and the Hospital agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

The Union in consideration of the benefits, privileges, and advantages provided in this Agreement and as a condition of the execution of this Agreement suspends meetings in collective bargaining negotiations with the Hospital during the life of this Agreement with respect to any further demands or with respect to any questions of wages, hours or working conditions except as otherwise may be dealt with as a grievance under Article VII hereof.

NATIONAL UNION OF HOSPITAL AND HEALTH  
CARE EMPLOYEES, AFSCME, AFL-CIO, and its  
affiliate, District 1199C

By:   
Henry Nicholas, President  
District 1199C and National Union

THE CHILDREN'S HOSPITAL OF PHILADELPHIA

By:   
Madeline Bell  
President and CEO  
The Children's Hospital of Philadelphia

## **RESIDUAL UNIT AGREEMENT**

This Residual Unit Agreement is part of the Agreement entered into the 2<sup>nd</sup> day of July, 2000 between THE CHILDREN'S HOSPITAL OF PHILADELPHIA and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, and its affiliate District 1199C.

1. The job grades, job titles and classifications within each grade in the residual unit are set forth on Appendix "B" and "C" attached hereto.
2. Except as indicated above, the provisions of the Agreement dated July 2, 2000 between THE CHILDREN'S HOSPITAL OF PHILADELPHIA and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, and its affiliate District 1199C shall apply to the employees in the residual unit.

THE CHILDREN'S HOSPITAL OF PHILADELPHIA

By: \_\_\_\_\_  
Madeline Bell  
President and CEO  
The Children's Hospital of Philadelphia

NATIONAL UNION OF HOSPITAL AND HEALTH  
CARE EMPLOYEES, AFSCME, AFL-CIO, and its  
affiliate, District 1199C

By: \_\_\_\_\_  
Henry Nicholas, President  
District 1199C and National Union

**Exhibit A –  
Managed Care Plan Benefits Bi-Weekly Contributions**

	July 1, 2016		July 1, 2017		July 1, 2018	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
Employee Only	\$63.09	\$79.47	\$70.37	\$87.85	\$80.35	\$99.34
Employee+ Child(ren)	\$101.95	\$129.16	\$111.84	\$140.89	\$125.41	\$156.97
Employee + Spouse	\$154.29	\$194.15	\$167.71	\$210.25	\$186.11	\$232.33
Family	\$196.64	\$244.97	\$212.90	\$264.48	\$235.21	\$291.25

	July 1, 2019		July 1, 2020	
	Full-Time	Part-Time	Full-Time	Part-Time
Employee Only	\$91.22	\$111.86	\$103.06	\$125.49
Employee+ Child(ren)	\$140.18	\$174.48	\$156.28	\$193.55
Employee + Spouse	\$206.14	\$256.37	\$227.97	\$282.57
Family	\$259.51	\$320.41	\$285.97	\$352.17

\* Bi weekly contribution rates assume the employee has completed both a confidential health assessment and health screening. The participating employee's contributions shall be paid through payroll deduction.

Bi-weekly contributions of part-time employees, who as of July 1, 2012, have selected Employee + Child, Employee + Spouse or Family coverage under the managed care plan, shall be limited to no more than \$10.00 per pay above the contribution rate for full-time employees selecting the same coverage, as long as they maintain the same coverage option. All other part-time employees or part-time employees who on or after July 1, 2012 changed coverage options will pay the bi-weekly contributions set forth above.

**APPENDIX A**  
**MAINTENANCE AND SERVICE GROUP**

<u>GRADE</u>	<u>POSITIONS/TITLES</u>
2	Linen Room QA & Pack
3	GSW III Food Service Worker (FSW)
4	Linen Service Attendant GSW IV Support Services Groundsman, Housekeeping
5	GSW V Support Services Building Maintenance Tech Entry I Sr. Nurse Aide Room Service Representative Formula Technician II Cook
6	Environmental Services Team Leader
7	Building Maintenance Tech Entry II Special Operations Worker
8	Receiving Clerk
9	CPD Tech (sterilization)
10	Building Maintenance Tech Entry III Central Core Processing Coordinator Central Core Processing Coord (Cardiac) CPD Instrument Coordinator Lead Cook
10A	CPD Lead Tech
11	Painter Lighting Maintenance Electrician
11A	Carpenter
12	Building Maintenance Tech

Sr. Painter  
Sr. Service Mechanic  
Electrician  
Plumber

Senior Carpenter

12A

13

Senior Plumber  
Senior Electrician

CONTRACT WAGE SCALES  
MAINTENANCE AND SERVICE CLASSIFICATIONS  
FOR EMPLOYEES HIRED BEFORE APRIL 1, 2018

Effective April 1, 2016

Maintenance and Service Positions		
Grade	Entry Rate	Job Rate
UN 02	\$20.52	\$22.73
UN 03	\$20.89	\$23.09
UN 04	\$21.26	\$23.46
UN 05	\$21.51	\$23.67
UN 06	\$21.73	\$23.90
UN 07	\$21.99	\$24.20
UN 08	\$22.25	\$24.47
UN 09	\$23.01	\$25.31
UN 10	\$23.54	\$25.89
UN 10A	\$24.37	\$27.08
UN 11	\$27.36	\$30.10
UN 11A	\$28.47	\$31.21
UN 12	\$28.56	\$31.41
UN 12A	\$29.67	\$32.52
UN 13	\$29.86	\$32.85

Effective April 1, 2017

Maintenance and Service Positions		
Grade	Entry Rate	Job Rate
UN 02	\$21.14	\$23.41
UN 03	\$21.52	\$23.78
UN 04	\$21.90	\$24.16
UN 05	\$22.16	\$24.38
UN 06	\$22.38	\$24.62
UN 07	\$22.65	\$24.93
UN 08	\$22.92	\$25.20
UN 09	\$23.70	\$26.07
UN 10	\$24.25	\$26.67
UN 10A	\$25.10	\$27.89
UN 11	\$28.18	\$31.00
UN 11A	\$29.32	\$32.15
UN 12	\$29.42	\$32.35
UN 12A	\$30.56	\$33.50
UN 13	\$30.76	\$33.84

Effective April 1, 2018

Maintenance and Service Positions		
Grade	Entry Rate (*for 2017 hires still in Probationary period)	Job Rate
UN 02	\$21.56	\$23.88
UN 03	\$21.95	\$24.26
UN 04	\$22.34	\$24.64
UN 05	\$22.60	\$24.87
UN 06	\$22.83	\$25.11
UN 07	\$23.10	\$25.43
UN 08	\$23.38	\$25.70
UN 09	\$24.17	\$26.59
UN 10	\$24.74	\$27.20
UN 10A	\$25.60	\$28.45
UN 11	\$28.74	\$31.62
UN 11A	\$29.91	\$32.79
UN 12	\$30.01	\$33.00
UN 12A	\$31.17	\$34.17
UN 13	\$31.38	\$34.52



Effective April 1, 2019	
Maintenance and Service Positions	
Grade	Job Rate
UN 02	\$24.48
UN 03	\$24.87
UN 04	\$25.26
UN 05	\$25.49
UN 06	\$25.74
UN 07	\$26.07
UN 08	\$26.34
UN 09	\$27.25
UN 10	\$27.88
UN 10A	\$29.16
UN 11	\$32.41
UN 11A	\$33.61
UN 12	\$33.83
UN 12A	\$35.02
UN 13	\$35.38

Effective April 1, 2020	
Maintenance and Service Positions	
Grade	Job Rate
UN 02	\$25.09
UN 03	\$25.49
UN 04	\$25.89
UN 05	\$26.13
UN 06	\$26.38
UN 07	\$26.72
UN 08	\$27.00
UN 09	\$27.93
UN 10	\$28.58
UN 10A	\$29.89
UN 11	\$33.22
UN 11A	\$34.45
UN 12	\$34.68
UN 12A	\$35.90
UN 13	\$36.26

**APPENDIX B  
RESIDUAL UNIT**

<u>GRADE</u>	<u>POSITIONS/TITLES</u>
R-B	Notification Clerk
R-C	Health Information Clerk Medical Records Receptionist
R-D	File Clerk – Radiology EKG Tech Dietary Cashier Document Compliance Specialist
R-E	Sr. EKG Tech
R-F	Inpatient Clerk Holter Lab Tech
R-G	Mail Room Clerk
R-H	Data Integrity Coordinator Document Compliance Liaison Document Imaging Specialist Patient Information Coordinator
R-I	Junior EEG Tech (non-reg) Coding Technician
R-J	EEG Technician (reg/non-reg)
R-K	Senior EEG Tech (registered)
R-L	Advanced EEG technologist

**CONTRACT WAGE SCALE  
RESIDUAL UNIT  
FOR EMPLOYEES HIRED BEFORE APRIL 1, 2018**

Effective April 1, 2016

Residual Unit Positions		
Grade	Entry Rate	Job Rate
UN-R R-B	\$20.55	\$22.76
UN-R R-C	\$20.74	\$22.94
UN-R R-D	\$20.92	\$23.13
UN-R R-E	\$21.07	\$23.28
UN-R R-F	\$21.55	\$23.71
UN-R R-G	\$21.96	\$24.16
UN-R R-H	\$24.71	\$27.02
UN-R R-I	\$33.26	\$35.94
UN-R R-J	\$34.31	\$37.12
UN-R R-K	\$35.99	\$38.95
UN-R R-L	\$36.85	\$39.90

Effective April 1, 2017

Residual Unit Positions		
Grade	Entry Rate	Job Rate
UN-R R-B	\$21.17	\$23.44
UN-R R-C	\$21.36	\$23.63
UN-R R-D	\$21.55	\$23.82
UN-R R-E	\$21.70	\$23.98
UN-R R-F	\$22.20	\$24.42
UN-R R-G	\$22.62	\$24.88
UN-R R-H	\$25.45	\$27.83
UN-R R-I	\$34.26	\$37.02
UN-R R-J	\$35.34	\$38.23
UN-R R-K	\$37.07	\$40.12
UN-R R-L	\$37.96	\$41.10

Effective April 1, 2018

Residual Unit Positions		
Grade	Entry Rate (*for 2017 hires still in ORN)	Job Rate
UN-R R-B	\$21.59	\$23.91
UN-R R-C	\$21.79	\$24.10
UN-R R-D	\$21.98	\$24.30
UN-R R-E	\$22.13	\$24.46
UN-R R-F	\$22.64	\$24.91
UN-R R-G	\$23.07	\$25.38
UN-R R-H	\$25.96	\$28.39
UN-R R-I	\$34.95	\$37.76
UN-R R-J	\$36.05	\$38.99
UN-R R-K	\$37.81	\$40.92
UN-R R-L	\$38.72	\$41.92

Effective April 1, 2019	
Residual Unit Positions	
Grade	Job Rate
UN-R R-B	\$24.51
UN-R R-C	\$24.70
UN-R R-D	\$24.91
UN-R R-E	\$25.07
UN-R R-F	\$25.53
UN-R R-G	\$26.01
UN-R R-H	\$29.10
UN-R R-I	\$38.70
UN-R R-J	\$39.96
UN-R R-K	\$41.94
UN-R R-L	\$42.97

Effective April 1, 2020	
Residual Unit Positions	
Grade	Job Rate
UN-R R-B	\$25.12
UN-R R-C	\$25.32
UN-R R-D	\$25.53
UN-R R-E	\$25.70
UN-R R-F	\$26.17
UN-R R-G	\$26.66
UN-R R-H	\$29.83
UN-R R-I	\$39.67
UN-R R-J	\$40.96
UN-R R-K	\$42.99
UN-R R-L	\$44.04

APPENDIX C  
 MAINTENANCE AND SERVICE GROUP  
 CONTRACT WAGE SCALES  
 FOR EMPLOYEES HIRED ON/AFTER APRIL 1, 2018

Effective April 1, 2018

Maintenance and Service Positions		
Grade	1st yr	Job Rate
UN 02	\$19.10	\$23.88
UN 03	\$19.40	\$24.26
UN 04	\$19.71	\$24.64
UN 05	\$19.89	\$24.87
UN 06	\$20.09	\$25.11
UN 07	\$20.34	\$25.43
UN 08	\$20.56	\$25.70
UN 09	\$21.27	\$26.59
UN 10	\$21.76	\$27.20
UN 10A	\$22.76	\$28.45
UN 11	\$25.30	\$31.62
UN 11A	\$26.23	\$32.79
UN 12	\$26.40	\$33.00
UN 12A	\$27.34	\$34.17
UN 13	\$27.61	\$34.52

Effective April 1, 2019

Maintenance and Service Positions			
Grade	1st yr	2nd yr	Job Rate
UN 02	\$19.58	\$22.03	\$24.48
UN 03	\$19.89	\$22.38	\$24.87
UN 04	\$20.20	\$22.73	\$25.26
UN 05	\$20.39	\$22.94	\$25.49
UN 06	\$20.59	\$23.16	\$25.74
UN 07	\$20.85	\$23.46	\$26.07
UN 08	\$21.07	\$23.71	\$26.34
UN 09	\$21.80	\$24.53	\$27.25
UN 10	\$22.30	\$25.09	\$27.88
UN 10A	\$23.33	\$26.25	\$29.16

UN 11	\$25.93	\$29.17	\$32.41
UN 11A	\$26.89	\$30.25	\$33.61
UN 12	\$27.06	\$30.44	\$33.83
UN 12A	\$28.02	\$31.52	\$35.02
UN 13	\$28.30	\$31.84	\$35.38

Effective April 1, 2020

Maintenance and Service Positions			
Grade	1st yr	2nd yr	Job Rate
UN 02	\$20.07	\$22.58	\$25.09
UN 03	\$20.39	\$22.94	\$25.49
UN 04	\$20.71	\$23.30	\$25.89
UN 05	\$20.90	\$23.51	\$26.13
UN 06	\$21.10	\$23.74	\$26.38
UN 07	\$21.37	\$24.05	\$26.72
UN 08	\$21.60	\$24.30	\$27.00
UN 09	\$22.35	\$25.14	\$27.93
UN 10	\$22.86	\$25.72	\$28.58
UN 10A	\$23.91	\$26.91	\$29.89
UN 11	\$26.58	\$29.90	\$33.22
UN 11A	\$27.56	\$31.01	\$34.45
UN 12	\$27.74	\$31.20	\$34.68
UN 12A	\$28.72	\$32.31	\$35.90
UN 13	\$29.01	\$32.64	\$36.26



RESIDUAL UNIT  
CONTRACT WAGE SCALES  
FOR EMPLOYEES HIRED ON/AFTER APRIL 1, 2018

Effective April 1, 2018

Residual Unit Positions		
Grade	1st yr	Job Rate
UN-R R-B	\$19.13	\$23.91
UN-R R-C	\$19.28	\$24.10
UN-R R-D	\$19.44	\$24.30
UN-R R-E	\$19.57	\$24.46
UN-R R-F	\$19.93	\$24.91
UN-R R-G	\$20.30	\$25.38
UN-R R-H	\$22.71	\$28.39
UN-R R-I	\$30.21	\$37.76
UN-R R-J	\$31.20	\$38.99
UN-R R-K	\$32.74	\$40.92
UN-R R-L	\$33.54	\$41.92

Effective April 1, 2019

Residual Unit Positions			
Grade	1st yr	2nd yr	Job Rate
UN-R R-B	\$19.61	\$22.06	\$24.51
UN-R R-C	\$19.76	\$22.23	\$24.70
UN-R R-D	\$19.93	\$22.42	\$24.91
UN-R R-E	\$20.06	\$22.56	\$25.07
UN-R R-F	\$20.43	\$22.98	\$25.53
UN-R R-G	\$20.81	\$23.41	\$26.01
UN-R R-H	\$23.28	\$26.19	\$29.10
UN-R R-I	\$30.97	\$34.83	\$38.70
UN-R R-J	\$31.98	\$35.97	\$39.96
UN-R R-K	\$33.56	\$37.75	\$41.94

UN-R R-L	\$34.38	\$38.67	\$42.97
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Effective April 1, 2020

Residual Unit Positions			
Grade	1st yr	2nd yr	Job Rate
UN-R R-B	\$20.10	\$22.61	\$25.12
UN-R R-C	\$20.25	\$22.79	\$25.32
UN-R R-D	\$20.43	\$22.98	\$25.53
UN-R R-E	\$20.56	\$23.12	\$25.70
UN-R R-F	\$20.94	\$23.55	\$26.17
UN-R R-G	\$21.33	\$24.00	\$26.66
UN-R R-H	\$23.86	\$26.84	\$29.83
UN-R R-I	\$31.74	\$35.70	\$39.67
UN-R R-J	\$32.78	\$36.87	\$40.96
UN-R R-K	\$34.40	\$38.69	\$42.99
UN-R R-L	\$35.24	\$39.64	\$44.04

Hospital	Soc. Sec. No.	Init. Fee	Job Cat.	Dues Amt.	Starting Date
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**PLEASE DO NOT WRITE IN ABOVE SPACE; FOR OFFICE USE ONLY**

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

APPLICATION FOR MEMBERSHIP

(Please Print)

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Employed at \_\_\_\_\_ Dept/Job Title \_\_\_\_\_

Hourly rate: \_\_\_\_\_ Hrs. per week \_\_\_\_\_ Date Hired \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

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

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

## CHECK-OFF AUTHORIZATION

Date \_\_\_\_\_

To: \_\_\_\_\_

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, as a condition of membership and in addition thereto, to deduct each month my monthly membership dues from my wages or salary; and to remit all such deductions so made to the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, no later than the tenth day of each month immediately following the date of deduction or following the date provided in the collective bargaining agreement for such deduction. This authorization shall be irrevocable for a period of one (1) year or until the termination date of the collective bargaining agreement, whichever is sooner, and shall, however renew itself from year to year unless the employee gives written notice addressed to the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107, at least fifteen (15) days prior to any termination date of the revocation of this authorization.

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

Dept. \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_

**District 1199C Political Action Fund  
CHECK-OFF AUTHORIZATION**

Date \_\_\_\_\_

To: \_\_\_\_\_ Employer)

You are hereby authorized to deduct on a monthly basis from my wages or salary the sum of \$ \_\_\_\_\_ 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 to 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. This authorization shall be in effect for one year from the date of the first monthly deduction; after such year, I may cancel this instrument at any time, provided that I do so in writing.

Soc. Sec. No. \_\_\_\_\_ Signature \_\_\_\_\_

Dept. \_\_\_\_\_ Address \_\_\_\_\_

**District 1199C  
Conscientious Objector  
CHECK-OFF AUTHORIZATION**

Date \_\_\_\_\_

To: \_\_\_\_\_

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

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**NAME OF CHARITY**

This contribution shall be deducted from my pay and remitted to the charity no later than the tenth day of each month immediately following the date of deduction or following the date provided in the collection bargaining agreement for such deduction. This authorization shall be irrevocable for a period of one (1) year or until the termination date of the collective bargaining agreement, whichever is sooner, and shall, however, renew itself from year to year unless the employee gives written notice addressed to the Hospital at the following address:

The Children's Hospital of Philadelphia  
One Children's Center  
34th Street and Civic Center Boulevard  
Philadelphia, PA 19104

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

Soc. Sec. No. \_\_\_\_\_ Clock No. \_\_\_\_\_

Signature \_\_\_\_\_ Dept. \_\_\_\_\_

Address \_\_\_\_\_