



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TEMPLE UNIVERSITY HOSPITAL**

**AND**

**THE GUILD OF PROFESSIONAL, TECHNICAL AND  
CLERICAL EMPLOYEES, A DIVISION OF NATIONAL  
UNION OF HOSPITAL AND HEALTHCARE  
EMPLOYEES, AFSCME, AFL-CIO AND ITS  
AFFILIATE DISTRICT 1199C**

**JULY 1, 2012 – JUNE 30, 2018**

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## **A G R E E M E N T**

AGREEMENT made and entered into this 27<sup>TH</sup> day of June, 2012 by and between Temple University Hospital (hereinafter referred to as Temple) and The Guild of Professional, Technical and Clerical Employees, A Division of National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its affiliate District 1199C, (hereinafter referred to as the "Union"), with its offices at 1319 Locust Street, Philadelphia, Pennsylvania, acting herein on behalf of the employees of Temple, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "employees."

## **W I T N E S S E T H**

WHEREAS, Temple recognizes the Union as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided, and

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

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

### **ARTICLE 1 RECOGNITION**

#### **Section 1.**

a. Temple recognizes the Union as the sole and exclusive collective bargaining representative of the employees in the bargaining unit certified by the Pennsylvania Labor Relations Board in Case Numbers PERA-C 2243-E, PERA-R 5406-E and PERA-R-05-498-E.

b. This Agreement shall not apply to (i) temporary employees, and (ii) students. A temporary employee is defined as one who is hired for a period of up to four (4) months and is so informed at the time of hire, or who is hired for a special project, or to replace an employee on leave or vacation. The said four (4) months period may be extended up to an additional four (4) months or for the length of maternity leave of the employee being replaced, with the consent of the Union, which shall not be unreasonably withheld. Students excluded by the Agreement shall include those working through the Student Help Program and the College Work-Study Program.

c. Consolidated Business Office. TUHS will recognize the Union as the sole and exclusive collective bargaining representative of the employees in the bargaining unit certified by the Pennsylvania Labor Relations Board in Case Numbers PERA-R-06-589-E and PERA-R-2119-E. This agreement shall apply to all full-time and regular part-time clerical employees working at Temple Administrative Services Building (TASB) in the bargaining unit certified by the Pennsylvania Labor Relations Board in Case Number PERA-R-589-E; and excluding all other employees and management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act. This agreement shall not apply to temporary employees and students.

Section 2.

This Agreement shall apply to and continue in full force and effect at any location to which Temple may move in the Delaware Valley. Further, this Agreement shall apply to any new or additional facilities constructed as a part of Temple in the Delaware Valley.

Section 3.

Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Section 1.

Section 4.

At the time a new employee subject to this Agreement completes his probationary period, Temple shall deliver to said employee a copy of this Collective Bargaining Agreement. The cost of publishing such copies of this Agreement shall be borne equally by Temple and the Union.

Section 5.

Part-time employees covered by this Agreement shall receive pro-rata the wages and benefits contained in this Agreement. Part-time employees are defined as those employees who regularly work more than twenty (20) hours per week but less than thirty-five (35) hours per week.

Section 6.

Employees hired for less than a twelve (12) month schedule shall receive pay and benefits equal to full-time employees during their term of actual work.

**ARTICLE 2  
MAINTENANCE OF MEMBERSHIP**

Section 1.

All employees who are or shall become members in the Union, shall remain members over the full duration of this Agreement, except an employee who has joined the Union may resign his membership therein during the period of fifteen (15) days prior to the expiration of this Agreement. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if the member timely tenders his or her periodic dues. In the event the tender of initiation fees becomes a valid condition of membership in good standing under an applicable law or court decision, then such tender of initiation fees shall become valid for the purpose of this Article.

**ARTICLE 3**  
**CHECK-OFF**

**A. Union Membership**

**Section 1.**

Upon receipt of a written authorization from an employee in the form annexed hereto as in Appendix A, Temple 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 as fixed by the Union. Any initiation fees valid under Article 2 shall be deducted under this Section.

**Section 2.**

Upon receipt of a written authorization in the form annexed hereto from an employee applicable to Credit Union deductions, Temple shall, pursuant to such authorization, deduct from the wages due said employee each pay period starting not earlier than the first period following the completion of the employee's probationary period, the sum specified in said authorization and remit the same to District 1199 Credit Union to the credit or account or accounts of said employee.

**Section 3.**

Temple shall be relieved from making such "check-off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an approved leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. This provision, however, shall not relieve any Union members of the obligation to make the required dues payment pursuant to the Union constitution in order to remain in good standing.

**Section 4.**

Temple shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions. Employees returning from Leave of Absence or transferring from a different classification within this bargaining unit on Temple payroll shall have their check-off continued or resumed immediately.

**Section 5.**

Each month, Temple shall remit to the Union deductions made from the wages of employees for the preceding month, together with a list of all employees from whom deductions have been made and their social security numbers. In the event Temple's monthly contribution shall be in arrears by more than forty-five (45) days the matter may be referred to the grievance and arbitration procedure for disposition including the possibility of penalty.

#### Section 6.

Temple will furnish the union each month with the names of newly hired employees, their addresses, social security numbers, pay grades, classifications of work, department, their dates of hire, and the names of terminated employees, their departments, pay grades, together with their dates of termination and the names of employees on leave of absence and returning from leave of absence, their departments, pay grades, and the names of employees transferred into and out of bargaining unit positions, their departments and pay grades. Employees shall promptly notify Temple of changes in their addresses or names. Temple shall provide to the Union, once yearly, an updated seniority list by January 31st of each year.

#### Section 7.

The Union shall indemnify and save Temple harmless from any claims, suits, judgments, expenses (including attorney's fees), attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

#### B. Agency Fee

##### Section 1.

All present employees who are not union members, and who do not become and remain members in the future, plus all new employees who do not become union members upon the expiration of their probationary period, shall, as a condition of employment, effective the date of this Agreement, pay to the Union each month a service charge in the amount equal to the regular monthly dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union, less the cost for the previous Union fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Union as exclusive bargaining representative.

##### Section 2.

The Union shall provide Temple with the name of each non-member who is obligated to pay a fair share fee, the amount of the fee that he or she is obligated to pay, and a reasonable schedule for deducting the fair share fee from the salary or wages of each nonmember. Upon receipt of said notice, Temple shall deduct the fair share fee in accordance with the schedule, and promptly transmit the amount deducted to the Union.

##### Section 3.

As a precondition to the collection of fair share fees, the Union shall establish and maintain a full and fair procedure, consistent with constitutional requirements, that provides nonmembers, by way of annual notice, with sufficient information to gauge the propriety of the fee and that responds to challenges by nonmembers to the amount of the fee. The procedure shall provide for an impartial hearing before an arbitrator to resolve disputes regarding the amount of the chargeable fee.

Section 4.

Temple shall be relieved from making such "check-off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an approved leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 5.

Temple shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions. Employees returning from Leave of Absence or transferring from a different classification within this bargaining unit on Temple payroll shall have their check-off continued or resumed immediately.

Section 6.

The Union shall indemnify and save Temple harmless from any claims, suits, judgments, expenses (including attorney's fees), attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

**ARTICLE 4  
UNION ACTIVITY, VISITATION, BULLETIN BOARDS  
AND DELEGATE MEETINGS**

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 at any time.

Section 2.

Representatives of the Union, after receiving permission of the Department of Human Resources, or its designee, shall have reasonable access to Temple premises for the purpose of administering this Agreement.

Section 3.

Temple will provide three (3) specific bulletin boards at TUH and one (1) at TASB which may be used by the Union for the purpose of posting only Union notices. Such bulletin boards shall be conspicuously located and at places readily accessible to the employee's place of work.

Section 4.

The work schedules of employees elected as Union delegates shall be adjusted so far as practical to permit attendance at regularly scheduled delegate assembly meetings after normal working hours, provided that Temple's operations shall not be impaired. The Union

shall give reasonable notice to the Department of Human Resources of such regularly scheduled meetings and the names of the delegates.

#### Section 5.

Delegates shall be given reasonable opportunity from time to time to investigate grievances and otherwise carry out Union business pertaining to their departments. However, this is a privilege and must not be abused. Any abuse such as roaming, taking excessive time or not limiting activities to Union matters shall be grounds for discipline. In every instance a delegate shall first secure the permission of his or her immediate supervisor before temporarily leaving his or her work station. In the event a delegate must go into another department because no delegate is available in that department, the delegate must also secure the permission of the supervisor in the second department.

#### Section 6.

The Union may request up to three (3) unpaid days in each contract year for Union delegate attendance at training, seminars and conferences. Such request must be made in advance in writing and agreed to by management.

#### Section 7. Negotiation Pay

Temple agrees to pay up to seven (7) members for participation in up to seven (7) negotiating sessions.

### **ARTICLE 5 NO DISCRIMINATION**

Neither Temple nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, sexual orientation, Union membership or non-membership or disabled employees provided such disability does not interfere with the performance of work responsibilities or duties. Temple and the Union will cooperate in the effectuation of Temple University Health System Affirmative Action Program.

### **ARTICLE 6 PROBATIONARY EMPLOYEES**

Newly hired employees in Grades C2-C6 for a period of sixty (60) days, and newly hired employees in Grades C7-C14 for a period ninety (90) days, shall be considered probationary from the date of employment, excluding time lost for sickness and other leaves of absence. An employee who has been in temporary status in the same job for six (6) consecutive months and is hired as a permanent employee in the same job shall serve thirty (30) days as the probationary period. Temple, with the mutual consent of the Union, may extend the probationary period of any employee for an additional thirty (30) days. Such



consent shall not be unreasonably withheld by the Union. The discipline, termination or suspension of any probationary employee, with or without cause, by Temple shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 7**

### **SENIORITY, LAY-OFFS, PROMOTIONS AND TRANSFERS**

#### **Section 1. Definition**

Seniority is defined as an employee's length of continuous, regular, full-time service, Temple-wide, since his last date of hire by Temple. Employees who were hired on the same date will be carried on the seniority list alphabetically by last name.

#### **Section 2. Accrual of Seniority**

a. An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the start of his probationary period.

b. Temporary employees as defined by Article 1, Section 1(b) and Article 6, shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee become a permanent employee, his seniority shall be retroactive to the date of employment subject to the provisions of Section (a) above.

c. Seniority shall accrue:

1. During an authorized leave-of-absence with pay.
2. During an authorized leave-of-absence without pay because of personal illness or accident for a period of time not to exceed the lesser of six (6) months or an employee's length of service, except for maternity leave which is covered in Article 17 of this Agreement.

3. During military service as provided by Federal Law.

d. An employee will not accrue, but will not lose seniority:

1. During an authorized leave-of-absence without pay.
2. During a lay-off not in excess of the lesser of twelve (12) months or the length of employee's service with Temple.

#### **Section 3. Loss of Seniority**

An employee shall suffer loss of seniority when he:

a. Voluntarily terminates his regular, full-time employment.

b. Is discharged for cause.

c. Willfully exceeds the length, or violates the purpose, of an authorized leave-of-absence.

d. Is laid off for a period of twelve (12) months or the length of an employee's service with Temple, whichever is less.

e. Fails to report in accordance with a notice for recall from lay-off within seventy-two (72) hours of the time specified in the notice sent by certified mail to the last address furnished to Temple by the employee. Temple shall send a copy of the notification to the Union.

f. Fails to report for recall to the assigned job.

g. An absence from work for three (3) consecutive work days without notice or permission shall be deemed a voluntary resignation.

#### Section 4. Lay-off

a. In the event of a lay-off in a department, temporary employees shall be laid-off first, then probationary employees, then regular part-time employees, and then regular full-time employees on the basis of their Temple seniority.

b. In the event a full-time or part-time permanent, non-probationary employee is scheduled to be laid off from a department, he/she may either bid for a posted vacant position in accordance with Section 6 below or displace another employee within the same job title of equal or lesser grade who holds the same full-time or part-time status on the basis of Temple seniority, provided he has the ability to perform said job within thirty (30) days. The immediate supervisor shall determine the employee's acceptability.

c. In the event a full-time or part-time permanent employee is laid off, he or she will be placed in an open position, if available of equal or lesser grade who holds the same full-time or part-time status provided said employee has the requisite skill and ability to perform said job. Full-time employees may however accept a part-time position. The employee shall serve regular probationary period for the job and the immediate supervisor shall determine the employee's acceptability. If said employee does not successfully complete the probationary period, then he or she will be placed on recall.

d. Posted vacant positions shall include those occupied by probationary employees in the bargaining unit except for those probationary employees in a training program.

e. Temple agrees to meet and discuss layoffs. Employees scheduled to be laid off shall be entitled to two (2) weeks notice or pay in lieu thereof. The Union shall also be given two (2) weeks notice of any layoff.

#### Section 5. Recall from lay-off

a. Employees on lay-off shall be recalled as follows:

1. To a position, if open, previously held successfully in department by the employee regardless of place on recall list.

2. In reverse order of lay-off on a Temple-wide basis to other open positions with the following provisions:

a. Employees may not upgrade from the recall list.

- b. The employee must be acceptable to the hiring supervisor.
- c. The employee must have the ability to perform the open position. The hiring supervisor shall determine the employee's acceptability for the position during the applicable probationary period for a newly hired employee in that grade level.

- b. When probationary employees are laid off they shall have no recall rights.

#### Section 6. Promotional/Transfer Opportunities

- a. Posting

1. Openings for bargaining unit positions shall be posted for seven (7) days at selected bulletin boards throughout Temple simultaneously with the posting in the department in which an opening exists.

2. All bids must be submitted in person, and in writing, to the Human Resources Department within the seven (7) day period.

3. A vacancy created by a successful bidder for an initial posting shall also be posted. Additional vacancies created by bidding shall not be posted. Temple may fill such positions under "d" below.

4. An open position shall be defined as a position which has been posted for which no acceptable bidders have been found under this Article or a position which need not be posted in accordance with Section "a" 3 above.

5. Confidential positions may be posted but shall be filled at the discretion of Temple.

6. Confidential employees may bid and be awarded bargaining unit jobs on an equal basis with bargaining unit employees; the foregoing shall be limited by the provisions of Section 5 of this Article. Bargaining unit employees may bid and be awarded jobs in a confidential status, subject to subparagraph 5 above.

7. All bidders shall be notified of the determination of their bid in writing in a timely manner and the reasons for it.

- 8. Temple will send postings of vacant positions to all locations.

- b. Bidding

When a vacancy occurs within the bargaining unit, the position shall be posted exclusively to the bargaining unit for a period of seven (7) calendar days. During this period, only members of the bargaining unit may bid for the job. For the purpose of this Article, bargaining unit members who have successfully completed training courses that have been agreed upon by Temple and the Union, with respect to particular positions, shall be considered to have met the minimum qualifications for such position.

In the event that one or more members of the bargaining unit bid for the vacancy who currently work in the same job title, or, assuming the employee has the skill and ability to perform the position, have previously worked in the same job title, the employee with the most seniority among these bidders shall be awarded the job.

c. In the event that one or more members of the bargaining unit, none of whom work in the same job title, or have never previously worked in the same job title, but for whom the posted job represents a transfer or promotion opportunity, the employer shall transfer or promote the employee with the greatest bargaining unit seniority, unless Temple can demonstrate an appreciable difference in the present skill and ability among employee bidders for the vacancy.

For the purpose of this Article, a transfer shall be understood to mean any change of position from shift to shift, full time to part time or part time to full time, or from one position to another that is within the same labor grade or to a lower grade. A promotion shall be understood to mean any change of position to a position in a higher labor grade.

d. Where positions are not filled as stated in Section 6 above, Temple shall have the right to fill such positions from the outside or from whatever other sources Temple may deem suitable, including Temple employees without regard to seniority.

e. When an employee is awarded a promotional/transfer opportunity in pay grade "C2" through "C6", he/she shall not be eligible for promotional/transfer for six (6) months thereafter. When an employee is awarded a promotional/transfer opportunity in pay grade "C7" through "C14" he/she shall not be eligible for promotion/transfer for twelve (12) months thereafter.

f. Probationary Period

1. An employee who has accepted promotional/transfer opportunity shall have thirty (30) calendar days to prove that he can perform in the new position satisfactorily.

2. The hiring supervisor shall determine the employee's acceptability at the end of thirty (30) days.

3. An employee who has accepted a promotional/transfer opportunity and is disqualified under "f, 1 and 2" above:

a. Shall be returned to position held prior to bidding, provided that position has not been filled.

b. If such position has been filled, the employee may be offered an open position equivalent in grade or below provided that the employee:

- i. Can perform that position.
- ii. Has approval of the hiring supervisor.
- iii. Serves a thirty (30) calendar day probationary period in accordance with "f,1" above.

c. Should there be no suitable openings available in accordance with "f, 3b" the disqualified employee shall be laid off subject to recall in accordance with Section 5 above.

g. Compensation

An employee not on the salary scale shall be compensated for a promotional opportunity by being paid the hiring rate for that grade level during the probationary period.

h. Grade C1

1. Grade C1 shall be used as a training grade.
2. New hires of Grade C1 shall be promoted to Grade C2 upon the successful completion of six (6) months continuous service.

Section 7. Unit and Departmental Postings

Shift openings within a position will be offered to the effected departments' employees and the shift will be awarded to the individual with the most bargaining unit seniority. This does not include an increase in hours. Employees who have active formal disciplines (written warning or above) may be denied shift transfer at the discretion of their manager. Open positions as a result of the above will be posted in accordance with Temple policy.

**ARTICLE 8  
HOURS OF WORK**

Section 1.

Temple will pay overtime at a rate of one and one-half (1 ½) the straight time rate for work performed in excess of forty (40) hours per workweek. Opportunities for work outside regularly scheduled shifts shall be afforded to bargaining unit members first, to the extent feasible without guaranteeing overtime. Nothing in this Agreement shall be construed as a guarantee of hours of work.

Section 2.

All paid leave with the exception of sick time shall be considered as time worked for the purpose of calculating overtime.

Section 3.

a. Employees shall be required to work overtime when assigned for the proper administration of Temple's operations.

b. The assignment of overtime will be equitably distributed within a department between employees of the same classification.

Section 4.

There shall be no pyramiding of overtime and/or premium pay.

Section 5.

a. If an employee reports for work on his normal shift and no work is available for him, he shall receive four (4) hours of pay at his regular rate of pay; provided, however, that if the employee has been notified not to report at least one (1) hour in advance of his scheduled starting time the employee shall not receive said reporting pay.

b. For the purposes of the foregoing, an employee shall be deemed to have been notified by Temple, if Temple, by the designated advance time, telephoned to and left a message not to report at, the telephone number supplied to Temple by the employee for this purpose.

c. In the event of strikes, stoppages in connection with labor disputes, breakdowns of equipment, fire, flood or acts of God shall interfere with work being provided, the above provisions shall not apply.

Section 6

Temple will continue its practice of scheduling its Unit Clerks off every other weekend. Weekend shifts not worked due to illness or requested time off may be rescheduled.

**ARTICLE 9  
RATES OF PAY**

Section 1.

a. Effective the first full pay period in April 2013, all employees shall receive a two percent (2%) across the board increase and the clerical wage structure shall reflect a two percent (2%) across the board increase, as in Appendix C.

b. Effective the first full pay period in April 2014, all employees shall receive a two and a quarter percent (2.25%) across the board increase and the clerical wage structure shall reflect a two and a quarter percent (2.25%) across the board increase, as in Appendix B.

c. Effective the first full pay period in April 2015, all employees shall receive a two and a half percent (2.5%) across the board increase and the clerical wage structure shall reflect a two and a half percent (2.5%) across the board increase, as in Appendix C.

d. Effective the first full pay period in April 2016, all employees shall receive a two and three quarter percent (2.75%) across the board increase and the clerical wage structure shall reflect a two and three quarter percent (2.75%) across the board increase, as in Appendix C.

e. Effective the first full pay period in April 2017, all employees shall receive a three percent (3%) across the board increase and the clerical wage structure shall reflect a three

percent (3%) across the board increase, as in Appendix C

f. Effective the first full pay period in January 2018, all employees shall receive an one and a half percent (1.5%) across the board increase and the clerical wage structure shall reflect a one and one-half percent (1.5%) across the board increase, as in Appendix C.

**ARTICLE 10**  
**SHIFT DIFFERENTIAL**

Section 1.

Full-time employees working on a shift which begins at or after 12:00 noon and before 4:00 a.m. shall be paid a shift differential of fifty cents (\$.50) per hour. An employee who is entitled to a shift differential for work on his regular shift shall receive the shift differential for overtime hours that are an extension of his regular shift. A shift differential shall not be paid when employees are authorized to exchange shifts temporarily for personal reasons.

Section 2.

A shift differential shall not be gained or lost as a result of an extension of shift caused by overtime.

Section 3.

If an employee is regularly assigned to a shift receiving a shift differential, the differential shall be included in calculating the employee's vacation, holiday and sick leave pay.



## **ARTICLE 11 HOLIDAYS**

### **Section 1.**

Full-time employees who have completed their first thirty (30) calendar days of full-time employment shall be entitled to eleven (11) holidays. These eleven (11) holidays shall be distributed throughout the year as follows:

- New Year's Day
- Dr. Martin Luther King's nationally observed holiday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Day before Christmas
- Christmas Day

Two (2) additional days, which may be scheduled in accordance with an employee's personal preference.

### **Section 2.**

The additional days shall be taken at a mutually agreeable time and shall be requested at least seven (7) days in advance. Once scheduled these days shall not be canceled by an employee without the consent of Temple.

The Hospital will consider, on a case by case basis, whether to waive this notice requirement in the event of an emergency for which documentation is provided.

### **Section 3.**

Employees will receive their regular rate of pay for each holiday observed, provided that they are on active pay status when the holiday is observed. Active pay status shall be defined as all paid leave, worker's compensation, paid sick leave, annual field training, and civil disturbance duty not to exceed fifteen (15) calendar days.

### **Section 4.**

In order to be eligible for holiday benefits, an employee must have worked the last scheduled work day before and the first scheduled work day after the holiday (or day selected in lieu of the holiday), except in the case of an illness or accident preventing the employee from working as evidenced by written certificate of a physician or other proof if requested by Temple. An employee who fails to report for work on a holiday when scheduled to work shall not receive pay for the unworked holiday.

### **Section 5.**

a. In the event it is necessary to require an employee to work on a holiday, the employee shall be compensated at two and one-half (2 ½) times his/her regular rate of pay for

time worked or shall be given one and one-half (1 ½) times his/her regular rate of pay for time worked plus one (1) paid compensatory day within thirty (30) calendar days of the holiday, as determined by Temple. In making the determination, Temple will take into consideration the employee's expressed preference. An employee shall not be considered as working on a holiday if the shift upon which he/she is working started prior to the holiday.

b. An employee who works the day before Christmas shall be paid his/her regular rate of pay for all hours worked on the holiday, and shall, in addition, receive an additional day off with pay within thirty (30) days of the holiday or an extra day's pay at the same rate in lieu thereof, as determined by Temple.

#### Section 6.

If a holiday falls during an employee's vacation, at the option of Temple, the vacation shall be extended by one (1) day or the employee shall receive a compensatory day off at his regular rate of pay within thirty (30) days. In exercising its option, Temple will take into consideration the employee's expressed preference.

### ARTICLE 12 VACATIONS

#### Section 1.

a. Full-time employees shall be eligible for vacations with pay and shall accrue vacation on a pay period basis in accordance with the following schedule:

<u>Length of Full-time Service as of July 1</u>	<u>Annual Accrual</u>
Date of hire but less than 2 ½ years	Two (2) weeks
2 ½ years to 11 ½ years	Three (3) weeks
11 ½ years or more	Four (4) weeks

b. Accrual will be prorated for employees hired to work less than forty (40) hours per week.

#### Section 2.

An employee may accumulate a maximum of one and one half times the employee's annual entitlement.

#### Section 3.

Vacation schedules shall be established by Temple taking into account the wishes of eligible employees and the staffing needs of Temple. Employees shall submit their vacation requests in writing by April 15. Where there is a conflict in choice of vacation time among employees within a department, length of service within the department will govern.

Employees who do not submit a vacation request by April 15<sup>th</sup> may request vacation on a first come, first serve basis. If two or more employees submit their requests on the same day, for the same days off, seniority shall control. Such requests shall be approved or denied, consistent with operational needs, within seven (7) days of request.

Vacation requested for emergency use may be granted at the discretion of the Hospital. Such emergency requests shall not be unreasonably denied.

Section 4.

Vacation pay shall be based upon an employee's regular rate of pay.

Section 5.

No part of an employee's scheduled vacation may be charged to sick leave. However, an employee's scheduled vacation may be changed to sick leave, only if the employee can provide proof of inpatient hospitalization.

Section 6.

Employees terminated involuntarily and employees who give two (2) weeks notice of voluntary termination shall be entitled to accrued vacation pay.

Section 7.

Upon the employee's written request, the employee will be paid his vacation pay the pay day before starting his vacation, provided such vacation is scheduled at least four (4) weeks in advance.

**ARTICLE 13  
PAID SICK LEAVE**

Section 1.

"Sick Leave" is defined as an absence of an employee from work by reason of illness or accident, which is nonwork connected or is not compensable under the Workers' Compensation Laws of Pennsylvania. Sick leave days with pay are granted solely for the individual employee's illness, and are not intended to cover absences due to illness or accident to members of the family.

Section 2.

a. An employee who has completed his probationary period is eligible for a total of ten (10) days annually, accrued on a pay period basis.

b. Sick accrual will be prorated for employees hired to work less than forty (40) hours per week.

Section 3.

Sick leave days accrued may be accumulated without a maximum.

Section 4.

No sick leave will be paid to an employee who is absent as a result of injury or illness while working for another employer.

Section 5.

Pay for any day of approved sick leave shall be paid at the employee's base rate of pay.

Section 6.

a. Subject to the provisions of Article 15 employees requesting an unpaid medical or maternity leave of absence may elect to "freeze" any unused sick leave.

b. Unused sick leave retained by (a) above may be used only after an employee returns to active employment.

Section 7. Notification and Proof of Illness

An employee who is absent must notify his/her supervisor before the start of his/her regularly scheduled workday or in accordance with departmental policy, unless proper excuse is presented for the employee's inability to call. Temple may require written certification by a physician or other proof of illness or injury hereunder. Employees who have been on sick leave also may be required to be examined by the Temple Employee Health Service physician or his/her designee, before being permitted to return to work.

**ARTICLE 14  
PAID LEAVE**

Section 1. Funeral Leave

An employee will be granted up to four (4) days (up to and including day after burial) funeral leave with pay for absence necessary to attend the funeral of a member of the employee's immediate family. The following are considered members of an employee's immediate family: spouse, domestic partner, father, mother, child, sister, brother. Employees shall be granted up to three (3) days (up to and including day after burial) with pay to attend the funeral of a grandparent, father-in-law or mother-in-law. Employees shall be granted an absence of one (1) day with pay to attend the funeral of a sister-in-law, brother-in-law or grandchild. An employee shall make every effort to notify his or her supervisor prior to taking such leaves. Temple reserves the right to demand proof of any death and relationship for which leave is taken.

Section 2. Jury Duty

An employee who is called to jury duty shall be entitled to leave. Said employee shall be paid the difference between his regular pay and the compensation for jury duty received from a court. Any employee called to jury duty shall be required to present a

statement issued and signed by the clerk of court stating the number of days the employee was on jury duty and the compensation paid.

## **ARTICLE 15 UNPAID LEAVE**

### **Section 1.**

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

#### **a. Maternity Leave**

Whenever any employee becomes pregnant, she will furnish Temple with a certificate from her physician stating the expected date of delivery. She shall be permitted to continue to work through the term of her pregnancy, or she may leave at any time during her pregnancy if her physician and/or the Temple employee health physician certifies that she is unable to continue working. Maternity leave shall be granted for up to six (6) months after delivery or termination of pregnancy, and such leave may be extended for an additional six (6) months upon application to, and approval by, Temple. Seniority shall accrue during the first six (6) months of maternity leave. Employees who are granted maternity leave under this Agreement, shall be entitled to return to employment at the end of said leave on the following basis:

1. In the event that the position previously held is vacant, then the employee shall return immediately to that position. The said position shall be deemed "vacant" if it is in fact vacant or if it is then being filled by any person other than a regular full-time (non-probationary) employee under this Agreement.

2. In the event that the former position is not "vacant" as heretofore defined, then the said employee shall be returned to either a comparable job (in which case she shall no longer have any special maternity leave rights) or, if no such job is available, then to a lower rated job, provided, however, that the returning employee shall be paid at the rate of the job held by her prior to the commencement of maternity leave. If, within the probationary period for that job, her former position becomes vacant, the returned employee must return to that position or else forego all privileges and options under the Maternity Leave subsection of this Article.

3. In the event that the returned employee successfully completes the probationary period for the lower rated job to which she has been assigned, she shall then be entitled to continue in the lower rated job at her former pay until such time as Temple has available for her a job in her former grade level. The employee must then either accept the available job or continue in her lower rated job at the regular rate for such job.

4. While an employee who has returned from maternity leave is working in an assigned job other than the position held by her prior to maternity leave, she shall be eligible to bid on job vacancies on the same basis as any other employee.

5. It is understood that an employee who has returned from maternity leave and is assigned to a job other than the job held by her prior to maternity leave, the assigned job shall carry a probationary period as to the said employee.

6. When and if the returned employee who is temporarily assigned to a job other than the job left by her prior to maternity leave, leaves the said job for either her former job classification or bids on a new job classification, the vacancy created by her will be posted as a job vacancy under this Agreement.

b. Medical Leave

An employee on medical leave of absence shall have return rights for up to twelve (12) months or length of service, whichever is less..

An employee returning from such leave of absence shall be returned to their former position provided the employee returns within ninety (90) days or thereafter, if such position is vacant. If the position is not vacant, the employee will be placed in an open comparable position for which he or she is qualified. If no position is available, said employee shall be entitled to exercise his or her bumping rights under the layoff provisions of this Agreement. For purposes of this section, "comparable position" shall mean a position with the same rate of pay, shift and weekly hours.

c. Military Leave

Employees will be granted military leaves of absence in accordance with applicable laws. In addition, employees will be granted leaves of absence without pay to attend National Guard, U.S. Reserve training camps, and other similar involuntary military obligations.

d. Union Business

A leave of absence for a period not to exceed one (1) year shall be granted to employees with at least one (1) year of Temple seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of Temple or a particular department or division. In no event shall the number of employees on this leave exceed three (3) at any one time. Upon return to work an employee shall be entitled to return to his former position if it is vacant or filled by a temporary or probationary employee. Otherwise, an employee shall be able to exercise the recall rights specified in Article 7.

e. Other Leaves

A leave of absence for any employee may be approved by the department head and the Human Resources Department for a period not in excess of thirty (30) days, and may be renewed upon application to, and approval by Temple. An employee returning from an unpaid leave of absence shall be returned to their former position provided that position has not been filled. If the position had been filled, the employee shall be considered laid off subject to Article 7, Section 4, unless he/she returns within 120 days from the start of the leave, in which case he/she will be returned to his/her former position.

Section 2.

While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. An employee shall accrue seniority subject to the provisions of Article 7. During such leaves of absence all benefits shall cease, unless the employee is able to make arrangements to pay the full cost of such benefits.

As a condition of reinstatement following a leave of absence for illness, Temple may require the employee to receive the approval of the employee health service physician.

Section 3.

Except as provided above, employees on leave of absence shall not be permitted to accept other employment during such leave. Violators shall be terminated.

Section 4.

The provisions of the Family Medical Leave Act (FMLA) of 1993 shall apply to all members of the bargaining unit, except where a greater benefit exists under the Collective Bargaining Agreement.

**ARTICLE 16  
PAST PRACTICES**

Section 1.

All past practices are hereby eliminated, except as specifically retained by this Agreement and those listed below:

- a. Employee's Blood Donor Club
- b. Library privileges
- c. 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 infractions.

**ARTICLE 17  
WELFARE**

Section 1

a. Full-Time employees

- 1. Temple will allow each full-time bargaining unit employee to have the option to participate in the Benefit Fund for Hospital and Health Care Employees – Philadelphia and Vicinity (Benefit Fund) or in Temple's plan (currently Hospitalization, Life Insurance, Dental, Prescription, Vision and LTD plans.)
- 2. During November and December, every other year, Temple shall hold an open enrollment in which all eligible employees may opt to switch between the Benefit Fund and the Temple administered plan. The exact dates are subject to mutual agreement by Temple and the Benefit Fund. The selected coverage will be effective on January 1 of each following year. A reopener shall occur in October 2014 for purposes of applying the rates established by the Trustees.

3. Each enrolled employee shall pay forty dollars (\$40)/week which shall be paid by payroll deduction (on a pre-tax basis). This copayment shall be retained by Temple. This employee copayment shall apply to full-time employees electing coverage under either the Benefit Fund or the Temple administered plan.
  4. Temple shall bear the full cost of the Temple administered plan for full-time employees less the employee's weekly co-pay of forty dollars (\$40)/week, consistent with past practice.
- b. Part-time employees:
1. As referenced in #2 above, Temple will allow each part-time bargaining unit employee to have the option to elect the Temple administered plan (currently Hospitalization, Life Insurance, Dental, Prescription, Vision and LTD plans) or the Benefit Fund.
  2. The employee contribution for part-time employees selecting Temple's plan for single coverage shall be forty dollars (\$40)/week. For family coverage, part-time employees shall pay the difference between the single and family premium. Part-time employees electing the Benefit Fund shall contribute forty dollars (\$40) per week and shall receive benefits as defined by the plan.

Section 2.

- a. Temple shall continue to contribute to the Benefit Fund at a rate of thirty-three and two tenths percent (33.2%) of gross payroll of those employees enrolled in the Benefit Fund. This rate shall remain in effect through June 30, 2014. Thereafter, until June 30, 2018, Temple will contribute the sum requested by the Trustees to maintain the level of benefits determined by the Trustees of the Fund, for the duration of the contract. It is understood that the rate may be reduced however, during the term as determined by the Trustees. Such contributions shall be used by the Trustees of the Benefit Fund for the purpose of providing the employees with a health and welfare program of benefits, as the Trustees of the Fund may from time to time determine. A reopener shall occur in October 2014 for the purposes of applying the rates set by the Trustees.
- b. For employees enrolled in the Benefit Fund, Temple agrees to withhold on a pre-tax basis any additional amount required as a result of plan design features e.g. an additional \$20/week for employees not completing a biometric screening and health risk assessment. Such deductions shall be forwarded monthly to the fund during the month following the deduction.



- c. Temple shall apply comparable plan design features to those adopted by the Benefit Fund which involve additional employee payments on premium equal to those described in paragraph 2b above.

Section 3. Temple shall make monthly payments to the Benefit Fund based on the previous month's payroll. Payments shall be made before the end of the month in which they are due.

Section 4.

Temple shall begin contributing to the Benefit Fund on behalf of new employees based on their earnings beginning the first day of the month following their date of hire and employees shall be covered as provided by the plan. Employees electing coverage under Temple's plan shall be covered effective the first day of the month following their date of hire.

Section 5.

The Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the employer(s) contributing to said Fund, and that any dispute whatsoever that may arise or deadlock that may develop among or between 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 6.

An independent audit of the Fund shall be made annually, and a statement of the results thereof shall be furnished to Temple.

Section 7.

Together with the periodic payments herein provided, Temple shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund. Temple will provide social security numbers on benefit reports.

Section 8.

Temple 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 Fund benefits, and to permit an accountant for the Fund to audit such records.

## **ARTICLE 18 PENSIONS**

### **Section 1. Non-Contributory Defined Contribution Retirement Plan**

Temple shall make contributions to the Temple University Health System, Inc., Defined Contribution Plan for all eligible employees.

Temple contributions are computed using base wages. The Plan provides for increased Temple contributions based on employee participation in the plan from January 1, 2007, forward.

b. The contributions schedule shall be as follows:

<b>Years of Participation beginning January 1, 2007</b>	<b>Hospital Contribution (on Base Wages)</b>
Fewer than 3	3.0%
At least 3 less than 5	3.5%
At least 5 less than 7	4.0%
At least 7 less than 9	4.5%
At least 9	5.0%

c. New full-time employees are eligible to participate in this plan on the first of the month following the employee's month of hire. New employees are automatically enrolled in the Plan with investments directed to the Plan's Qualified Default Investment Alternative (QDIA.) The employee maintains the ability to direct contributions to any of the Plan's approved investment line-up.

d. Part-time employees participate in this plan under the same terms and conditions as full time employees, however, the Hospital will make its contribution to part-time employees' accounts the following year as soon as administratively feasible once the Hospital certifies part-time employees worked 1000 hours in the prior year and satisfied all eligibility requirements.

e. Vesting for this plan shall be three (3) years of credited service where the employee has worked at least 1000 hours per plan year. All vesting credit received by employees under the former non-contributory pension plan, the Hospital's former pension plans or Temple University Health System retirement plans will be applied toward this plan for vesting purposes only.

f. **Contributory Defined Contribution Benefit**

Effective January 1, 2013, employees may elect to contribute two percent (2%) of their base wages to the Temple University Health System, Inc. 403(b) Plan, also known as Supplemental Retirement Account (described in Section 2). Temple will provide a corresponding contribution to the Temple University Health System Defined Contribution Plan. These employer contributions shall be subject to the same vesting schedule provided for in section above. Employee's contributions shall be vested immediately.

Section 2. Supplemental Retirement Accounts

Supplemental Retirement Accounts (formerly the voluntary Tax Deferred Annuity program) shall remain in effect. The Union shall have access to all investment options available at Temple University Hospital.

Section 3.

The Hospital reserves the right to change vendors and investments available under the

Temple University Health System, Inc., Defined Contribution Retirement Plan and The Temple University Health System, Inc., 403(b) Plan and (Supplemental Retirement Accounts). The Hospital agrees to meet and discuss any changes with the Union prior to implementation.

## **ARTICLE 19 ADDITIONAL BENEFITS**

### **Section 1.**

Employees will be eligible for tuition remission/reimbursement in accordance with TUHS policy.

### **Section 2. 1199C Training and Upgrading Fund:**

- a. Effective July 1, 2013 and thereafter, Temple shall contribute monthly to the Philadelphia Hospital and Health Care, District 1199C Training and Upgrading Fund, a sum of money equal to one and one-half (1 ½%) percent of the gross payroll of bargaining unit employees, exclusive of employees who have not completed probationary periods. Contributions so received by the Trustees shall be used to study Hospital manpower needs, including shortages in entry level jobs, upgraded positions and credential jobs; to develop career ladders and to subsidize employees in training, and when necessary, the costs of training in areas of manpower shortages. Such program shall be administered under an Agreement and Declaration of Trust. The Trustees of such Training and Upgrading Fund, in addition to the monies received from Temple and the other hospitals, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

The Trustees of the Training and Upgrading Program shall be composed of an equal number of representatives designated by the Union and by the hospitals. Such Trust Agreement shall provide for block voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided in this said Agreement and Declaration of Trust.

- b. An employee who participates in the Training and Upgrading Program shall accrue seniority while in the training program.

- c. Temple 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 Fund benefits, and to permit an accountant for the Fund to audit such records.

### **Section 3**

Between the ratification date of July 1, 2012 and June 30, 2013, Clerical employees will be permitted to use the Temple tuition reimbursement benefit for all courses at the Breslin Center, or offered by or through the Training and Upgrading Fund at other locations. Effective

July 1, 2013 Temple will agree to make payroll deductions from employees' paychecks to reimburse the Fund for tuition for employees who fail to successfully complete any course.

## **ARTICLE 20 ARBITRATION RELATING TO FUNDS**

Any controversy or dispute between the Union and the Hospital arising out of Article 17 and 19 shall be submitted to arbitration before the American Arbitration Association.

## **ARTICLE 21 UNIFORMS**

Temple shall provide uniform maintenance allowance for unit clerks and information desk clerks required to wear uniforms to be paid on a semi-annual basis. The uniform allowance is ten dollars (\$10.00) per month.

## **ARTICLE 22 MISCELLANEOUS**

### **Section 1.**

Temple agrees to meet and discuss to review and update, where necessary, the generic job descriptions, job titles and the criteria for establishing pay grades.

### **Section 2.**

An employee who has successfully passed a typing test shall not be required to be retested within a one (1) year period.

### **Section 3.**

Temple shall continue to provide a safe and secure place of work for its employees.

### **Section 4. Access to Personnel Files**

a. Any employee and/or the Union, with the employee's written consent, shall have the right to review the contents of the employee's personnel file to determine any matter affecting such employee; however, the foregoing shall not apply to any pre-employment materials.

b. Notice to review such files shall be given by the employee or the Union in writing to Temple and the files shall be made available by Temple within four (4) working days after receipt of such notice. The Union agrees not to utilize this right in an abusive or excessive manner.

Section 4.

Employees required by Temple to travel will be reimbursed in accordance with the TUHS travel policy.

Section 5. Direct Deposit

Temple will offer Direct Deposit to all bargaining unit employees.

**ARTICLE 23  
MANAGEMENT RIGHTS**

The management of Temple's operations and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved, the right to hire, discipline or discharge employees for cause, to transfer, promote or relieve employees from duty because of lack of work or other reasons, the maintenance of discipline, order and efficiency, the right to establish, revise, maintain and enforce reasonable work standards and schedules, to make from time to time and enforce reasonable work rules, to introduce new work methods and facilities, and to change or eliminate existing methods whether or not the same causes any reduction in the working force, or reorganize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in Temple, provided that this Section will not be used for the purpose of discriminating against any employee on account of membership in the Union. The rights of management are limited only as expressly limited by the language of this Agreement.

**ARTICLE 24**  
**CONSOLIDATED BUSINESS OFFICE**

**Section 1. Probationary Employees**

a.) Newly hired employees in the classifications within the Consolidated Business Office (CBO) shall serve a one hundred and twenty (120) day probationary period, excluding time lost for sickness and other leaves of absence. An employee who has been in temporary status in the same job for six (6) consecutive months and is hired as a permanent employee in the same job shall serve thirty (30) days as the probationary period. Temple, with the mutual consent of the Union, may extend the probationary period of any employee for an additional thirty (30) days. Such consent shall not be unreasonably withheld by the Union. The discipline, termination or suspension of any probationary employee, with or without cause, by Temple shall not be subject to the grievance and arbitration provisions of this Agreement.

b.) Promotional/ Transfer Opportunities. An employee who has accepted promotional/transfer opportunity shall have ninety (90) calendar days, excluding time lost for sickness and other leaves of absences, to prove that he/she can perform in the new position satisfactorily. Employees have the right to return to their previous position, if available, within thirty (30) days without loss of seniority.

**Section 2. Lay-off**

In the event of a lay-off in the CBO, temporary employees shall be laid-off first, then probationary employees, then regular part-time employees, and then regular full-time employees on the basis of their earliest job date in any position that was combined to make the current corporate position.

**ARTICLE 25**  
**RESIGNATION**

**Section 1.**

An employee who resigns shall give Temple two (2) weeks advance written notice. No accumulated paid sick time may be used after resignation is submitted.

**Section 2.**

An employee who gives such notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time earned on the effective date of the resignation or termination. If notice is not given as provided above, an employee shall not be entitled to such payment, provided it was physically possible for the employee to have given such notice.

**ARTICLE 26**  
**NO STRIKE OR LOCKOUT**

**Section 1.**

Neither the Union nor any employee shall engage in any strike, sit-down, sit-in,



slow-down, cessation, stoppage or interruption of work, boycott or other interference with the operations of Temple or of any department during the term of this Agreement.

Section 2.

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

Section 3.

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of Temple or of any department occur, the Union, within twenty-four (24) hours of a request by Temple, shall:

- a. Publicly disavow such action by the employees.
- b. Advise the Human Resources Department of Temple 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.
- d. Post notices at Union Bulletin Boards advising that it disapproves such action, and instructing employees to return to work immediately.

Section 4.

Temple will not lock out employees during the term of this Agreement.

## **ARTICLE 27 SEPARABILITY**

This Agreement is 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 this Agreement shall continue in full force and effect.

## **ARTICLE 28 GRIEVANCE PROCEDURE**

Section 1.

Any grievance which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be resolved in the following manner:

**Step 1** An employee having a grievance and his Union delegate shall discuss it with his immediate supervisor within five working days after it arose or should have been known to the employee. Temple shall give its response through the supervisor to the employee and his Union delegate within five (5) working days after the presentation of the grievance.

**Step 2** If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing on grievance forms provided by Temple (which shall then be assigned a number by the Human Resources Department at the Union's request), signed by the grievant and his Union representative, and presented to the Department Head and the Human Resources Department. A grievance so presented in Step 2 shall be answered in writing within five (5) working days after its presentation.

**Step 3** If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the Human Resources Office. The Human Resources Department shall hold a hearing within five (5) days, and shall thereafter render a decision in writing within five (5) days.

#### Section 2.

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

#### Section 3.

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

#### Section 4.

An employee who has been suspended or discharged, or the Union on his or her behalf, may file within five (5) business days of the suspension or discharge a grievance in writing in respect thereof with the Human Resources Department at Step 3 of the foregoing grievance procedure. Any prior written warnings applicable to the employee shall be mailed to the Union by Temple within five (5) days after the employee is notified of his or her discharge.

#### Section 5.

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

#### Section 6.

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 7.

A grievance which affects a substantial number or class of employees may initially be presented at Step 2 or Step 3 by the Union. The grievance shall then be processed in accordance with the Grievance Procedure.

**ARTICLE 29  
ARBITRATION**

Section 1.

A grievance, which has not been resolved may, within thirty (30) working days after completion of Step 3 of the Grievance Procedure, be referred for arbitration by Temple or the Union to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules of the American Arbitration Association then prevailing.

Section 2.

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

Section 3.

The award of an arbitrator hereunder shall be final, conclusive and binding upon Temple, the Union and the employees.

Section 4.

The arbitrator shall have jurisdiction only over grievances after completion of the grievance procedure, and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

Section 5.

Any controversy or dispute between the Union and the Hospital arising out of Articles 20 and 21 shall be submitted to arbitration before the American Arbitration Association.

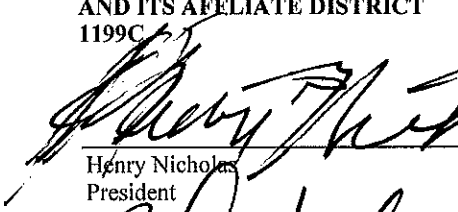
**ARTICLE 30  
DURATION OF AGREEMENT**

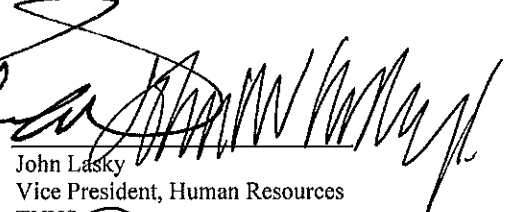
This Agreement shall be in full force and effect from the first day of July, 2012, and shall remain in effect until and including the 30th day of June, 2018, and shall continue in full force and effect thereafter unless and until either of the parties hereto shall give to the other party notice in accordance with the applicable law.

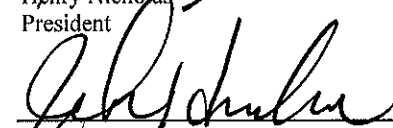
**IN WITNESS WHEREOF**, the parties hereto have duly executed these presents as of the day and year first above written.

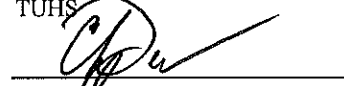
**NATIONAL UNION OF HOSPITAL  
AND HEALTH CARE  
EMPLOYEES, AFSCME, AFL-CIO  
AND ITS AFFILIATE DISTRICT  
1199C**

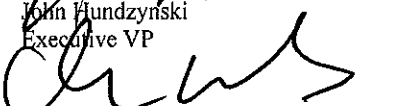
**TEMPLE UNIVERSITY  
HOSPITAL**

  
Henry Nicholas  
President

  
John Lasky  
Vice President, Human Resources  
TUHS

  
John Hundzynski  
Executive VP

  
Cheryl De Vose  
Director, Labor Relations TUHS

  
Chris Woods  
Executive VP

### CHECK-OFF AUTHORIZATION

**TO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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

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

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, whichever shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER and the UNION, whichever occurs sooner. This authorization is made pursuant to the provisions of applicable law including Section 302(c) of the Labor Management Relations Act of 1947.

**PRINT NAME:** \_\_\_\_\_

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

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

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

**APPENDIX B**  
**CLERICAL GRADE CLASSIFICATION**  
**Effective July 2012**

<b><u>Job title</u></b>	<b><u>Grade</u></b>
General Clerk	C2
Mail Clerk	C2
Cashier I	C6
CBO Clerk	C6
Data Entry Operator	C6
Med Records Clerk	C6
Radiology Clerk	C6
Unit Clerk	C6
Bed Control Coordinator	C10
Cashier II	C10
Materials Mgmt Clerk	C10
Medical Transcriptionist	C10
Patient Interviewer	C10
Receptionist / Scheduler	C10
Unit Clerk – Registrar	C10
Billing Representative	C12
Cash Posting Rep	C12
Clerical Specialist	C12
Anesthesia Representative	C14
Case Management Rep	C14
Department Secretary	C14
Financial Counselor	C14
Lead Materials Clerk	C14
Lung Center Rep	C14
OR Scheduling Coordinator	C14
Perioperative Support Specialist	C14
Rental Equipment Coordinator	C14
Senior Billing Coordinator	C14

**APPENDIX C**  
**CLERICAL WAGE STRUCTURE**

GRADE	RATE/ TYPE	Effective 7/1/2012	Effective April 2013	Effective April 2014	Effective April 2015	Effective April 2016	Effective April 2017	Effective January 2018
C1	HIRE	\$ 12.96	\$ 13.22	\$ 13.52	\$ 13.86	\$ 14.24	\$ 14.67	\$ 14.89
	JOB	\$ 14.08	\$ 14.36	\$ 14.68	\$ 15.05	\$ 15.46	\$ 15.92	\$ 16.16
C2	HIRE	\$ 14.22	\$ 14.50	\$ 14.83	\$ 15.20	\$ 15.62	\$ 16.09	\$ 16.33
	JOB	\$ 15.31	\$ 15.62	\$ 15.97	\$ 16.37	\$ 16.82	\$ 17.32	\$ 17.58
C4	HIRE	\$ 15.54	\$ 15.85	\$ 16.21	\$ 16.62	\$ 17.08	\$ 17.59	\$ 17.85
	JOB	\$ 16.72	\$ 17.05	\$ 17.43	\$ 17.87	\$ 18.36	\$ 18.91	\$ 19.19
C6	HIRE	\$ 15.93	\$ 16.25	\$ 16.62	\$ 17.04	\$ 17.51	\$ 18.04	\$ 18.31
	JOB	\$ 17.91	\$ 18.27	\$ 18.68	\$ 19.15	\$ 19.68	\$ 20.27	\$ 20.57
C8	HIRE	\$ 17.05	\$ 17.39	\$ 17.78	\$ 18.22	\$ 18.72	\$ 19.28	\$ 19.57
	JOB	\$ 18.85	\$ 19.23	\$ 19.66	\$ 20.15	\$ 20.70	\$ 21.32	\$ 21.64
C10	HIRE	\$ 18.19	\$ 18.55	\$ 18.97	\$ 19.44	\$ 19.97	\$ 20.57	\$ 20.88
	JOB	\$ 19.78	\$ 20.18	\$ 20.63	\$ 21.15	\$ 21.73	\$ 22.38	\$ 22.72
EXPERIENCE								
C12	0 < 3 Months	\$ 16.23	\$ 16.55	\$ 16.92	\$ 17.34	\$ 17.82	\$ 18.35	\$ 18.63
	3 Months < 2 Yrs	\$ 17.97	\$ 18.33	\$ 18.74	\$ 19.21	\$ 19.74	\$ 20.33	\$ 20.63
	2 Yrs < 5 Yrs	\$ 19.14	\$ 19.52	\$ 19.96	\$ 20.46	\$ 21.02	\$ 21.65	\$ 21.97
	5 Yrs +	\$ 20.29	\$ 20.70	\$ 21.17	\$ 21.70	\$ 22.30	\$ 22.97	\$ 23.31
EXPERIENCE								
C14	0 < 3 Months	\$ 17.97	\$ 18.33	\$ 18.74	\$ 19.21	\$ 19.74	\$ 20.33	\$ 20.63
	3 Months < 2 Yrs	\$ 19.71	\$ 20.10	\$ 20.55	\$ 21.06	\$ 21.64	\$ 22.29	\$ 22.62
	2 Yrs < 5 Yrs	\$ 20.87	\$ 21.29	\$ 21.77	\$ 22.31	\$ 22.92	\$ 23.61	\$ 23.96
	5 Yrs +	\$ 22.02	\$ 22.46	\$ 22.97	\$ 23.54	\$ 24.19	\$ 24.92	\$ 25.29

**The Job Rate is effective one year after hire for Grade C1-C10.**

## **SIDE LETTERS OF AGREEMENT**

In accordance with the negotiated Collective Bargaining Agreement the following has been agreed to:

### **1. Job Progression:**

This letter shall acknowledge that the Employer and the Union have recognized during bargaining that it is a priority for both parties to create career paths for employees in the bargaining unit who wish to advance. To that end, the parties agree to work with the Training Fund to develop training courses for bargaining unit positions to enable employees to become qualified for such positions without prior experience. The parties further agree to discuss a process to identify career paths for bargaining unit employees, to permit employees to advance consistent with the requirements of the collective bargaining agreement. The parties acknowledge that it is a priority to allow members of the bargaining unit to advance in this manner, rather than relying on the hiring of new employees or employees of Temple Hospital from outside of the bargaining unit. This process will begin no later than September 1, 2012.

### **2. Clerical Food Cart Cashiers:**

Employees within the Food Cart Cashier classification within the Clerical bargaining unit shall be offered the option within thirty (30) days of the ratification of this Agreement of transferring to a Food Service Attendant I/Cashier position within the Service bargaining unit or remaining within the Clerical bargaining unit at a Food Service Attendant I rate of pay, classified as a Food Service Attendant I/Cashier. As a condition to remaining within the Clerical bargaining unit, the Union agrees that such employees shall be cross-trained and utilized in food service capacities as necessary, while retaining their primary function as Food Cart Cashiers under either option. All future hires shall be placed in the Service bargaining unit.

### **3. Credited Services for University Employees Hired at TUH**

A regular non-probationary full-time or part-time University employee with a University employment date prior to April 21, 2006 accepting a position at TUH after April 21, 2006 shall be given a new employment date at TUH. Those employees, however, shall be credited, after a successful implementation of the probationary period, for their continuous years of service by retaining his/her last employment date of continuous employment at the University for the purpose of certain benefits i.e. vacation/paid time off accruals, and pension contribution.

Employees hired from the University with a University employment date after April 21, 2006 shall be considered a newly hired employee at TUH for all purposes.

Continuous employment reflects no break in employment incurred from earliest employment date. For all Temple employees continuous employment is defined as uninterrupted employment between TUH and/or TU.