

**COLLECTIVE BARGAINING AGREEMENT**

**By and between**

**SPECTRUM HEALTH SERVICES, INC.**

**and**

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

**July 1, 2018 –June 30, 2020**

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## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of June, 2018 by and between **SPECTRUM HEALTH SERVICES, INC.** (hereinafter referred to as "Employer"), and **NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO AND ITS AFFILIATE, DISTRICT 1199C**, with its office at 1319 Locust Street, Philadelphia, Pennsylvania 19107 (hereinafter referred to as the "Union"), acting herein on behalf of Employees of the Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employer".

## **WITNESSETH**

WHEREAS, the Employer 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 the Employer as well as of its Employees and to avoid interruptions and interferences with the Employer'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 I RECOGNITION**

### **Section 1.**

- a. Spectrum Health Services, Inc. recognizes District 1199C as the sole and exclusive collective bargaining representative of the Employees in the bargaining unit certified by the National Labor Relations Board Case No. 4-RC-19681
- b. The bargaining unit shall consist of all full time and regular part-time Team Leaders, Medical Assistants, Appointment Clerks, Family Planning Counselors, Registrars, Billing/Data Specialists, Patient Account Counselors, Referral Clerks, Medical Records Clerks, Medical Records Referral Clerks, Messengers and Home Visitors and Phlebotomist employed at the Employer's Broad Street Health Center Spectrum Community Health Center - Haverford Avenue location, and Reed Street location.
- c. Part-Time Employees shall be entitled to vacation and sick leave benefits on a pro-rated basis.
- d. This Agreement shall not apply to a temporary Employee or to students. A temporary Employee is defined as one who is hired for a period of up to three (3) months and is so informed at the time of hire. The said three (3) month period may be extended an additional three (3) months by mutual agreement between the Employer and the Union.

Section 2.

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 1b.b

At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to said Employee a copy of this Collective Bargaining Agreement. The cost of publishing this Agreement shall be borne equally by the Employer and the Union.

**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 if they have completed the probationary period of 90 days of employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3.

All Employees hired after the effective date of this Agreement shall become members of the Union no later than the first of the month following the ninetieth (90<sup>th</sup>) day of such employment and shall thereafter maintain their membership in the Union as a condition of continued employment.

Section 4.

For the purposes of this Article Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fees uniformly required as a condition of membership

Section 5.

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.

Section 6.

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/or initiation fees have not been tendered.

### **ARTICLE III CHECK-OFF**

#### **Section 1.**

Upon receipt of a written authorization from an Employee in form annexed hereto as in Appendix A, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's probationary period, and remit to the Union regular dues, initiation fees and standard assessments 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 the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days written notice from the Union.

#### **Section 2.**

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

#### **Section 3.**

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

#### **Section 4.**

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

#### **Section 5.**

Such Employees shall be required, as a condition of continued employment, to remit either the Lupus Foundation, the Sickle Cell Anemia Foundation, or the American Cancer Society, recognized and 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 Employer from the Employee's pay at the same time and the same amount as initiation fees and dues are, and remitted by the employer to the charity designated by the Employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Appendix A- Check Off Authorization.

#### Section 6.

- a. If any such Employee who holds conscientious objections requests the Union to utilize the grievance/arbitration procedure, as provided for in this Agreement, on the Employee's behalf, the Union is authorized to charge the Employee the reasonable cost of using such procedure.
- b. Such costs shall include, but not limited to, the expense of the Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney.
- c. The Employee shall not have the right, authority or ability to designate, engage or otherwise hire his/her own attorney to prosecute his/her grievance if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employee shall be taken to arbitration.
- d. If fees are due and owed to the Union under this provision, such fees, if not paid when billed, shall be deducted from the Employee's pay in accordance with Appendix A attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.
- e. Any disputes arising between the Union and the Employee regarding the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.

#### Section 7.

The Employer shall be relieved from making such "check-off" deductions upon (a) Employee termination of employment, or (b) Employee transfer to a job other than one covered by the bargaining unit, or (c) Employee lay-off from work, or (d) an approved leave of absence for employee or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making such deductions, except that deductions for terminated Employees shall be governed by Sections 1, 4 and 5 above. These provisions, however, shall not relieve any Employees of the obligation to make the required dues payment pursuant to the Union constitution in order to remain in good standing, except as provided in Sections 4 and 5.

#### Section 8.

The Employer 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 dues or charitable deductions.

#### Section 9.

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

forward to the Union a list of all Employees from whom charitable contributions have been deducted in accordance with the provisions of Section 6 hereof, together with the amount deducted for each Employee.

Section 10.

The Employer will furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, rates of pay, classifications of work, their dates of hire, and the names of terminated Employees, together with their dates of termination, their rates of pay, and names of Employees on leave of absence, and those returning from leaves of absence, their rates of pay, and the names of Employees transferred into and out of bargaining unit positions and their rates of pay. Employees shall promptly (within two weeks of any change) notify the Employer of changes in their addresses and names. The Employer shall provide to the Union, once yearly, (January 31<sup>st</sup>) an updated seniority list.

Section 11.

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

Section 12.

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

Section 13.

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

## **ARTICLE IV NON-DISCRIMINATION**

Neither the Employer 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 in accordance with applicable law.



## **ARTICLE V UNION ACTIVITY AND BULLETIN BOARDS**

### **Section 1.**

No Employee shall engage in any Union activity, including the distribution of literature, during his/her working time or in working areas at any time.

### **Section 2.**

Representatives of the Union, after receiving permission from the Spectrum Director of Human Resources, shall have reasonable access to the Employer's premises for the purposes of Administering this Agreement, from 12:00 pm to 1:00 pm, one day every week, per location; each location must be visited by the Union on different days. These visits must not interfere at any time with the work of any Employee or the operation of the Employer, and the visit will not be conducted in any work area.

### **Section 3.**

A bulletin board at the Broad Street and Haverford Avenue locations 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 place of work. The bulletin boards will be for informational purposes only and will not contain any material that is of a disparaging nature. Spectrum must provide a bulletin board at the Haverford site. The bulletin board should be enclosed and keys should be provided to the Delegate and Union Representative.

### **Section 4.**

The work schedule of the elected Union Delegate(s) shall be adjusted so far as practical and reasonable to permit attendance at delegate assembly meetings, provided that the Employer's operations shall not be impaired. The Union shall give two (2) weeks notice to the Department of Human Resources of such meetings and the names of the delegates.

**Section 5:** The Union may request up to three (3) unpaid days in each contract year for Union Delegate attendance at training, seminars, and conferences. Such a request must be made in advance in writing and agreed to by management.

**Section 6:** Delegates shall be given reasonable opportunity to investigate grievances 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 investigation of grievances shall be grounds for discipline. In every instance, a delegate shall first secure the permission of his or her immediate supervisor and the Director of Human Resources or his/her designee before temporarily leaving his or her work station. In the event a delegate must go into another department, the delegate must also secure the permission of the Director of Human Resources or her designee and the supervisor in the second department.

## **ARTICLE VI**

### **PROBATIONARY EMPLOYEES**

Newly hired Employees shall be considered for a period ninety (90) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence. At the conclusion of this initial probationary period, the Employee will be covered by the provisions of this Agreement. The Employer, at its sole discretion may extend the probationary period of any Employee for an additional thirty (30) calendar days, and with agreement of the Union, beyond that. The termination or suspension of any Employee by the Employer shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE VII**

### **SENIORITY, LAYOFFS AND PROMOTIONS**

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

Bargaining unit seniority shall be defined as the total length of time an Employee has been employed by the Employer since his/her last date of hire. Employees who are hired on the same date will be carried on the seniority list alphabetically, by last name, at the time of hire.

#### **Section 2. Accrual**

- a. An Employee's seniority shall commence after the completion of his/her probation and shall be retroactive to the start of his/her probationary period. Part-time Employees shall earn seniority on a one-half (1/2) basis.
- b. Temporary Employees as defined by Article 1, Section b, shall have no seniority during the time they occupy the status of temporary Employees; but should any temporary Employee become a regular Employee, his/her seniority shall be retroactive to the date of employment subject to the provisions of Section 2(a) above. However, an Employee who has been in temporary status in the same job for six (6) consecutive months and is hired as a regular Employee in said job shall serve a thirty (30) day probationary period."
- 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; (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; during a layoff in excess of the lesser of twelve (12) months, or the length of Employee's service with the Employer.

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

An Employee shall suffer loss of seniority when he/she:

- a. Voluntarily terminates his employment;
- b. Is discharged for just 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 the Employee's service with the Employer, whichever is less.
- e. Fails to report in accordance with a notice for recall from layoff within seventy-two (72) hours of the time specified in the notice sent by certified mail to the last

address furnished to the Employer by the Employee. The Employer 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. Layoff

- a. In the event of a layoff in a department within a job classification, temporary Employees shall be laid off first, then part-time Employees less than thirty (30) hours, then introductory Employees, then regular part-time and regular full-time Employees on the basis of their bargaining unit seniority.
- b. In the event a full-time, non-introductory Employee is scheduled to be laid off from a department within a job classification, he/she may displace another Employee within the department of equal or lesser classification on the basis of bargaining unit seniority, provided he/she has the ability to perform said job and has an equal or better employment record. The Employer, at its sole discretion, shall determine the Employee's acceptability during the introductory period.
- c. It is recognized that an Employee may be retained due to knowledge, ability, performance or overall employment record who has less seniority than one who is to be laid off. If this occurs, the Employer will state the reason therefore in writing to the Union and the affected Employee.
- d. Employees scheduled to be laid off shall be entitled to two (2) weeks notice or pay in lieu thereof.

#### Section 5. Recall from Layoff

- a. In the event an Employee is laid off, he/she shall have recall rights for a period not to exceed twelve (12) consecutive months or for the length of an Employee's service, whichever is less.
- b. Employee on lay-off shall be recalled as follows:
  - (1) to a position, if open, previously held successfully in the department and job classification by the Employee regardless of place on recall list;
  - (2) in reverse order of lay-off to other open positions in the department and job classification with the following provisions:
    - [a] an Employee may not upgrade from the recall list; and the Employee must have the ability to perform the open position. The Employer, at its sole discretion shall determine the Employee's acceptability for the position during the applicable probationary for a newly hired Employee. If the Employee is not acceptable, he/she shall be returned to the recall list;
    - [b] When probationary Employees are laid off they have no recall rights;
- c. In the event a temporary position becomes available, Employees on recall status shall be entitled to fill temporary positions and shall receive all benefits while occupying the status, but will not accrue seniority until they fill a regular position.
- d. Employees scheduled to be laid off shall be entitled to two (2) weeks notice or two (2) weeks pay in lieu of notice.

#### Section 6. Promotion/Transfer

- a. Where a promotional/transfer vacancy in a bargaining unit job occurs, the Employer will post the opening for three (3) days, exclusive of Saturdays, Sundays, and Holidays.
- b. All bids should be submitted via the organizations electronic application system within three (3) business days. A computer KIOSK will be available to Union members in the training room.
- c. When a promotional/transfer opportunity occurs, Employees shall be considered on all of the following bases:
  1. Ability to perform the essential functions of the job.
    - a. All required Qualifications
  2. Approval of the Employer
  3. Satisfactory performance and overall employment record
  4. Bargaining unit seniority

#### Section 7.

- a. If an Employee who is promoted/transferred and is removed from a new job during the first sixty (60) days in that job, the Employee will be returned to his former position, if vacant, or to a comparable bargaining unit position of equal or lesser grade without loss of seniority or other benefits previously earned. If no position is open, the Employee shall be placed on the recall list.
- b. An Employee who is promoted/transferred who is disciplined or discharged during the probationary period for disciplinary reasons may utilize the Grievance and Arbitration provisions.

#### Section 8.

Any Employee selected by the Employer for a promotion outside of the bargaining unit may be returned at the Employee's option within thirty (30) days to his/her former position if vacant or to a comparable bargaining unit position of equal or lesser grade without loss of seniority or other service benefits. At the option of the Employer, in its discretion, an Employee may be returned to his/her former position, if vacant, or to a comparable bargaining unit position of equal or lesser grade without loss of seniority or other benefits previously earned in the bargaining unit. If no position is open, then the Employee shall be placed on the recall list.

#### Section 9.

Nothing in the above shall limit the Employer's right to hire from the outside.

#### Section 10.

If an Employee is awarded, after bidding, a position he/she shall not thereafter be allowed to bid for any position for twelve (12) months without the Employer's permission.

#### Section 11.

Whenever a job within the bargaining unit is posted by the Employer, a copy of the notice shall be provided directly to the Union representative or delegate.

## **ARTICLE VIII HOURS OF WORK**

### **Section 1.**

The regular work week for all full-time Employees shall not exceed forty (40) hours. Nothing herein contained shall be considered a guarantee of work.

### **Section 2.**

- a. If an Employee reports for work and no work is available for him/her, he/she shall receive four (4) hours of pay at his/her 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/her 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 the Employer, if the Employer, by the designated advance time, telephoned to and, if possible left a message not to report by the Employer 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 provision shall not apply.

## **ARTICLE IX OVERTIME**

### **Section 1.**

Employees shall be paid one and one half (1 ½) times their regular rate of pay for all authorized time worked in excess of a forty (40) hour work week.

### **Section 2**

Employees may be required to work a reasonable amount of overtime when assigned by the Employer. Refusal to work overtime, except in the case of a documented emergency, may constitute grounds for discipline. The Employer will give as much advance notice of overtime as is reasonably practical.

### **Section 3.**

The Employer, whenever practical, will assign on an equitable basis the opportunity for prescheduled overtime among qualified Employees.

### **Section 4.**

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

### **Section 5.**

Jury Duty, Funeral Leave, PTO Time, Banked Sick Time, and Holidays shall not be considered as time worked in the computation of overtime.

## **ARTICLE X - 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 with a grievance shall confer with his/her Union Delegate and the Union Delegate shall discuss it in a joint discussion with the Employee's immediate supervisor within five (5) working days after the grievance was submitted or should have been known to the Employee. The Employer shall give its response through Human Resources to the Employee and his/her Union Delegate within five (5) working days after the presentation of the grievance.

Step 2. If the grievance is not settled at Step 1, the grievance may within five (5) working days after the answer in Step 1, be presented in Step 2. A grievance shall be presented at this step to the Director of Human Resources. The Director of Human Resources shall hold a hearing within five (5) working days and shall thereafter render a decision in writing within ten (10) working days.

### **Section 2.**

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

### **Section 3.**

An Employee shall have the right to have a Union representative present at all disciplinary hearings directed at possible discipline of that Employee.

### **Section 4.**

Without waiving its statutory or management rights, a grievance on behalf of the Employer may be presented initially at Step 2 by notice in writing addressed to the Union at its offices.

### **Section 5.**

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 Director of Human Resources or his/her designee at Step 2 of the foregoing Grievance Procedure. Any prior written warnings applicable to the Employee shall be mailed to the Union by the Employer upon request.

### **Section 6.**

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

### **Section 7.**

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 8.**

A grievance which affects a substantial number or class of Employees may initially be presented at Step 1 or Step 2 by the Union. The grievance shall be processed in accordance with the Grievance Procedure.

## **ARTICLE XI MEDIATION AND ARBITRATION PROCEDURE**

### **Section 1:**

If a dispute arises out of or relates to the contract or the breach thereof, and if the dispute cannot be settled through either negotiations or the grievance process, the parties with mutual agreement may first try in good faith to settle the dispute by mediation, administered by the Federal Mediation and Conciliation Services (FMCS) under its Mediation Rules, before resorting to Arbitration.

### **Section 2:**

A grievance as defined in the Grievance Procedure Provision, which has not been resolved thereunder may within ten (10) working days after receipt of the answer required in the 2<sup>nd</sup> Step Grievance procedure, may be referred for Mediation by the Employer or the Union to Federal Mediation and Conciliation services. The mediation shall be conducted under the voluntary rules then prevailing of the Federal Mediation and Conciliation Services.

### **Section 3:**

If the mediation fails to reach a settlement of any or all of the issues, the parties may within ten (10) working days after the mediation conference submit to binding arbitration under the appropriate rules.

### **Section 4:**

In instances arising from termination of an Employee, a request for arbitration must be filed within thirty (30) working days of the required written answer in step 2 of the grievance procedure.

### **Section 5:**

The fees and expenses of the American Arbitration Association, the Federal Mediation and Conciliation Services and the Arbitrator shall be born equally by the parties.

**Section 6:** The award of the Arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union, and the Employees.

### **Section 7:**

The Arbitrator shall have jurisdiction only over the disputes arising out of grievances, as defined in the grievance procedure provision and shall have no power to add to, subtract from, or modify in any way any terms of this agreement.

**Section 8:** The Employer and the Union agree to cooperate in expediting the arbitration of discharge cases within thirty (30) working days of the date the grievance is answered, provided that the Employer and the Union shall jointly participate in the selection of an Arbitrator to hear and decide the case.

Section 9: No individual shall have the right to invoke Arbitration procedures.

## **ARTICLE XII RESIGNATION**

### **Section 1.**

An Employee who resigns shall give The Employer two (2) weeks advance written notice.

### **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.

### **Section 3.**

- a. Voluntary resignation. An Employee cannot use earned/accrued PTO hours in place of the notice period of resignation. If an Employee fails to provide two weeks' notice before leaving voluntarily, the Employee will forfeit payment of any unused PTO time that equates to two weeks.

## **ARTICLE XIII MANAGEMENT RIGHTS**

The management of the Employer's business and the direction of the work force are vested exclusively with the Employer except where specifically abridged by a specific provision of this agreement. The Employer retains the sole right to, among other things, hire, discipline, discharge for just cause, lay off, promote, transfer and assign its employees, to determine or change the starting and quitting times and number of hours worked; to promulgate reasonable work rules, regulations and job descriptions; to assign job duties to the Employees, to adjust job duties, assign or transfer employees as operations may require, to subcontract work; to introduce new or improved facilities and methods; and to carry out the ordinary and customary functions of the Employer whether or not possessed or exercised by the Employer prior to the execution of this agreement. Notification will be provided to 1199c if the Employer decides to outsource roles for temporary coverage. The failure of the Employer to exercise any of the rights contained herein shall not constitute a waiver of such rights.



**ARTICLE XIV**  
**NO STRIKE OR LOCKOUT**

Section 1.

Neither the Union nor any Employee shall engage in any strike, sit-down, sit-in, cessation, stoppage, slow down, sick out, or interruption of work, boycott or other interference with the operations of the Employer 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 authorized, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, sick out, cessation, stoppage or interruption of work, boycott or other interference with the operations of the Employer or of any department, or ratify, condone or lend support to any such conduct or action.

Section 3.

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

- a. Publicly disavow such action by the Employees;
- b. Advise the Director of Human Resources of the Employer in writing that such action by Employees has not been called or sanctioned by the Union;
- c. Notify Employees of its disapproval or 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 actions and instruct Employees to return to work immediately.

Section 4.

Any Employee who encourages or engages in a strike or other conduct described in Section 1 (above) will be subject to immediate discharge. Such discharge will be subject to the grievance and arbitration procedure.

Section 5.

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

**ARTICLE XV**  
**UNPAID LEAVES OF ABSENCE**

Section 1.

Full-time Employees shall be eligible for unpaid leaves in accordance with the following:

a. FMLA Leaves of Absence

In accordance with the Family Medical Leave Act, the Employee may be granted up to twelve (12) weeks of unpaid leave a year (annually) to recuperate from his/her own serious illness, to care for a seriously ill family member, or to take care of a newborn or newly adopted child. Definitions for each of these reasons apply as stipulated in the Family Medical Leave Act. Other conditions of the FMLA apply as well, including that an Employee is only eligible for unpaid leave under FMLA after being continuously employed for twelve (12) months; and the Employee must have worked at least 1,250 hours for the

Employer during the twelve (12) months preceding the leave. The Employer has the right to verify the reason the leave is needed; and the Employer also has the right to require that an Employee be examined and be given clearance to return to work by a physician if the leave is for a serious illness.

In accordance with FMLA, when the Employee's leave is over, the Employee will be re-instated to the same position the Employee held prior to taking leave or to a position that is comparable. If the original position or one that is not comparable is not available, the Employee will be placed on the recall list. However, the Employee has no greater right to re-instatement than the Employee would have had if the Employee had not taken leave. Failure of the Employee to return work within the specified time limit granted for the leave will result in termination unless the Employee has requested and received an extension of leave from the Employer in writing.

1. PTO and FMLA Leaves. Employees who take FMLA leaves are required to use all PTO hours, Sick Time hours, and Historical Hours before taking unpaid leave.

b) Healthcare Benefits During Leaves of Absence for Employees with *Less than twelve (12) Months of Service*

An Employee with less than twelve (12) months of service may request an *unpaid* leave of absence for healthcare reasons. The employee needs to request unpaid time off in writing to the employer (via their direct manager or supervisor). Each case will be reviewed and considered on an individualized basis with the understanding that Employees sometimes face extenuating circumstances when a leave may be needed. The intention of this section is not to grant leaves of absence unless they are deemed critical by the Employer so that the Employer can limit the disruption of the business operations as much as possible. Business conditions and the Employee's need for a leave, and the Employee's absentee record will govern the decision by the Employer. Such leave request require written certification from the health care provider of the Employee or from the provider of the Employee's family member, verifying the need for the leave if the absence will exceed three consecutive days of absence; written certification may also be required for shorter absences as well. If the Employee falsifies a reason for the absence, the Employee will be terminated, and compensation will be stopped immediately. The Employee will be told the specific length of the leave granted based on medical certification review. If the Employee is granted a leave for more than 30 days, he/she may continue his/her healthcare benefits by either paying the Spectrum premium cost and the Employee premium cost in full or may choose to use COBRA. If the Employee is granted a leave for less than 30 days, the Employee's Spectrum healthcare coverage remains intact as is. Since the Employee does not qualify for FMLA due to service of less than 12 months, there is no guarantee that the Employee's position will be available when the Employee returns to work. The Employee may return to the former position if the position is still open or may be offered another position if one is available. If the position has been filled, the Employee shall be considered laid off, subject to Article VII, Section 5.

c) An Employee with less than twelve (12) months of service may request an unpaid leave of absence for reasons other than healthcare. The Employee must request unpaid time off in writing to the Employer (via the Director of Human Resources) for consideration. Each case will be reviewed and considered on an individualized basis with the understanding that Employees sometimes face extenuating circumstances when a leave may be needed. The intention of this section is not to grant leaves of absence unless they are deemed critical by

the Employer so that the Employer can limit the disruption of the business operations as much as possible. Business conditions, the Employee's need for a leave, and the Employee's performance to date and absentee record will govern the decision by the Employer. If the Employee is granted such a leave, the Employee will be told the specific length of the leave. There is no guarantee that the Employee's position will be available when the Employee returns to work. The Employee may return to the former position if the position is still open or may be offered another position if one is available. If the position has been filled, the Employee shall be considered laid off, subject to Article VII, Section 5.

d. 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.

e. Educational Leave

An unpaid education leave of absence may be granted, not to exceed two (2) years for a full-time Employee with a minimum of five (5) years of service with the Employer, who has been selected to receive a full time scholarship under the District 1199C Training and Upgrading Fund. The educational curriculum to be pursued must be relevant to the Employee's career path in the healthcare industry. An Employee returning from an educational unpaid leave of absence shall be returned to his/her former position, if such position is vacant. If the position is not vacant, the Employee will be placed in an open position of equal or less salary provided the Employee has the ability and/or proper certification to perform the work. If no position is available, the Employee will be placed on recall. Only one employee at a time in the Employer's entire organization shall be granted an unpaid educational leave of absence. If more than one employee requests an unpaid educational leave of absence, seniority shall prevail.

Section 2.

While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay, nor to accrue PTO hours. An Employee shall accrue seniority subject to the Seniority provision. During such leaves of absence all benefits shall cease, except those covered under the Family Medical Leave Act, unless the Employee is able to make arrangements for paying the full cost of such benefits. As a condition of reinstatement following a leave of absence for illness, the Employee must provide written certification from their physician, and the Employer may require the Employee to receive the approval of the Employee Health Service Physician.

**ARTICLE XVI  
PAID LEAVES**

Section 1. Funeral Leave

The Employer will pay for time off for up to three (3) calendar days in a calendar year for full-time Employees in the event of death and documented funeral attendance of the following

immediate family members: Current spouse, child or stepchild, brother, current brother-in-law, sister, current sister-in-law, parent, step-parent, current parent-in-law, grandparent of all generations and grandchild. The Employer will pay for one (1) day of time off in the event of death and documented funeral attendance of an aunt or uncle. Employees may attend other funerals but will need approved PTO time to do so.

#### Section 2. Jury Duty

Time off for mandatory jury duty required as a result of a valid subpoena or court order is excused and paid at full salary that proof of duty is verified by the Employee's supervisor. Full-time Employees will receive their regular salary up to four (4) days in a calendar year, specifically two (2) days for federal/state jury duty and two (2) days for the Employee's resident city jury duty. Beyond those four (4) days, the Employee will be paid the difference between jury duty pay and their regular salary. If the Employee is on jury duty for more than four (4) days in a calendar year, amount received for jury duty must be reported to the Employer. The Employee is expected to report to work when it does not conflict with court obligations. It is the Employee's responsibility to keep his/her supervisor/manager periodically informed about the amount of time required for jury duty or court appearances.

### **ARTICLE XVII HOLIDAYS**

#### Section 1.

The Employer provides eight (8) designated paid holidays per calendar year for Employees. Specifically, these paid holidays include: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a Saturday or Sunday, Spectrum will designate that the holiday will be observed by the Company on the Friday immediately before the holiday or the Monday immediately following the holiday.

Added two additional paid time off days (PTO) and one of the two days is in honor of Norman Rayford. Union members wishing to take the Norman Rayford PTO on the actual holiday (August 28<sup>th</sup>) will be granted by Seniority per department.

#### Section 2.

Employees must work their last scheduled day before and after the observed holiday in order to be paid for the holiday. The only exception is if they have prior approved leave, e.g., a PTO day. If an Employee is ill or suffers an accident that prevents him/her from working the last scheduled day before the holiday or the first scheduled day after the holiday, that Employee must produce a written certificate from a physician or other proof. Otherwise if an Employee calls out sick the day before or after the holiday is observed and fails to produce the requested proof of illness or injury, the Employee will not be paid for the holiday

#### Section 3.

If one of the designated holidays falls during an Employee's requested vacation, the Employee can either request one less day of PTO (for example, instead of requesting 5 PTO days, the employee may request 4 but will get 5 paid days – 4 PTO and one holiday) or request 5 PTO days and actually get 6 days, i.e., 5 PTO days and one holiday.

## **ARTICLE XVIII**

### **PAID TIME OFF (replacing SICK LEAVE (Article XVIII) and VACATION (Article XX))**

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

a. Paid time off (PTO) is defined as an absence of the Employee from work for personal reasons, including reasons like sickness, vacation, or the need to take care of something personal during normal working hours. Absences under Workers Compensation Laws of Pennsylvania do not apply to PTO.

b. PTO is not accrued during the Hours Not Eligible for PTO as seen in the chart below.

#### **Section 2. Eligibility for PTO**

Employees are eligible for Paid Time Off (PTO).

a. Employee accrual for PTO begins with the first full pay period after successful completion of the 90 day "probationary period." All accrual hours are expressed in hours earned each pay period.

b. Employees earn PTO based upon length of service as defined in Section 4 below.

#### **Section 3. Scheduled and Unscheduled PTO**

##### **a. Scheduled Time Off**

An Employee who wants to use earned PTO hours, must request paid time off via the payroll system. An Employee wanting to use PTO for vacation purposes between Memorial Day and Labor Day must request PTO via the payroll system prior to March 15 to ensure that the business operations will not be disrupted. The Employer will respond to such requests via the payroll system by April 1st. An employee wanting to use PTO for vacation purposes between Thanksgiving and New Year must request via the payroll system prior to September 15th of every calendar year to ensure that the business operations will not be disrupted. The Employer will respond to such requests via the payroll system by October 1st.

When there is a conflict for PTO requested vacation time and the Employer must restrict approval of vacation for business reasons, PTO will be approved based on bargaining unit seniority. Requests for summer PTO for purposes of vacation made after March 15<sup>th</sup> will not be unreasonably denied and will be considered and based on the Employer's operational needs and PTO time previously approved. Unscheduled PTO. PTO hours that must be taken for unscheduled purposes, such as personal illness, family illness, or unforeseen personal emergencies may be taken with approval by the supervisor. The Employee must request the PTO through the immediate supervisor. Employees who fail to request PTO using the proper procedures may be denied PTO.

##### **b. PTO and FMLA Leaves**

PTO and FMLA, i.e., approved PTO, and unpaid leave, i.e., approved FMLA, will run concurrently. Accrued PTO will be taken concurrently with approved FMLA time.

i. Example: An eligible Employee has one week of PTO and requests and receives approved FMLA. The Employee needs to take off three weeks for reasons covered under FMLA. The Employee will be paid

one week of PTO but will not be paid for the second and third weeks, which are covered by unpaid FMLA. Note that 3 weeks of FMLA are used in this instance, providing for 9 weeks of remaining FMLA.

- ii. If the employee in this instance had not applied for and received approved FMLA, the employee could still receive one week accrued PTO if the leave has been approved by the Supervisor; the Employee would NOT be paid for the second and third weeks.. The Employee, in this case, however, would not be protected by FMLA. If the Supervisor had NOT approved the leave, the employee would not be paid for any time out and would be subject to discipline, up to and including termination.

c. **Short-term Disability**

Employees who have completed the 90 day probationary period are eligible for short-term disability when they have an illness or medical disability lasting more than seven (7) calendar days. The maximum benefit period of coverage is 26 weeks with coverage provided according to the terms of Spectrum Health Services Short-Term Disability Policy. (Short-term disability coverage, as it relates to pregnancy, is available to women for the length of time they are medically disabled by the pregnancy.) There is a waiting period of 30 days from the first day of illness or disability to the beginning of short-term disability. For Employees taking leave under the short-term disability policy, Employees must use Banked Sick Time (see definition below), Historical Hours (see definition below) or PTO hours to bridge the thirty day (30) day waiting period and to be paid during that time. In addition, Employees can use PTO hours in increments of four (4) hours to supplement income up to their normal rate of pay during short-term disability.

d. **Workers Compensation**

During the first seven (7) calendar days of absence resulting from a Workers Compensation single incident, The Employee needs to use PTO hours, Historical Hours, or Banked Sick Time for those days the Employee was scheduled to work. As of the eighth (8<sup>th</sup>) day of Workers Compensation disability, the Employee will be reimbursed in accordance with the policies and procedures of the Bureau of Workers' Compensation.

**Section 4. PTO Allowance**

1. Yearly (Annual PTO Allowance, to be taken on a CALENDAR (January – December) year basis). Employees accrue PTO hours based on years of service as follows.

<b>Years Of Service</b>	<b>Annual PTO Eligibility</b>
Less than 2 years	16 days (112 hours)
At least 2 years , but less than 6 years	18 days (128 hours)
At least 6 years but less than 10 years	21 days (152 hours)

## **ARTICLE XX MISCELLANEOUS**

### **Section 1. Joint Labor Management Committee**

A Joint Labor-Management Committee will meet quarterly for the purpose of reviewing non-contractual workplace issues.

### **Section 2. Minor Infractions**

a. All minor infractions on an Employee's record will be cleared after twelve (12) months, provided that the Employee has not accrued any other discipline during that period. A minor infraction is herein defined as a violation of a Spectrum rule or policy which results in a verbal or written warning without the imposition of any disciplinary suspension.

b. Major infractions, which include a final written warning and/or disciplinary suspension, will be cleared from the Employee's record after eighteen (18) months. For purposes of this Section, "cleared" means that the discipline shall not be used for purposes of progressive discipline, but the discipline will remain in the Employee's file.

### **Section 3. Performance Evaluations**

Any Employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of an Employee shall be performed by his/her immediate supervisor and signed by the Employee. Such signature shall signify only that the evaluation has been reviewed with the Employee and shall not indicate concurrence in the content of the evaluation. Any Employee who is aggrieved by the content of such evaluation shall, at the Employee's specific request, have a re-evaluation/progress report from their supervisor within 4-8 weeks to be attached to the original evaluation.

### **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 Employer; however the foregoing shall not apply to any pre-employment materials.

b. Notice to review such files shall be given by the Employee and/or the Union in writing to the Employer; and the files shall be made available by the Employer within three (3) business days.

c. All reviews of personnel files will be conducted in the Human Resources office in the presence of the Director of Human Resources or designee. The Employee may not remove the personnel file from the Human Resources office in order to review it.

### **Section 5. Uniforms and Uniform Reimbursement**

Effective January 1, 2016, Spectrum will purchase three (3) new uniforms for every Employee. Employees are required to wear their uniforms unless an emergency prevents them from doing so. Employees are required to keep their uniforms neat and clean at all times.

All uniforms which become worn out will be replaced by Spectrum at no cost to the employee." To be eligible for a replacement, uniforms must be presented to Human Resources and deemed "worn out".



**Section 6. Travel Reimbursement**

Employees who are required to travel on behalf of Spectrum for Spectrum business will be reimbursed for the travel. If the Employee uses public transportation for this purpose, he/she will be reimbursed for the cost of the public transportation. If an Employee drives for this purpose, The Employee will be reimbursed for mileage at the IRS rate for mileage reimbursement. The Employee will submit a request for reimbursement, either for public transportation use or for driving mileage, to his/her supervisor within five (5) days of the trip.

**ARTICLE XXI  
DISCHARGE AND PENALTIES**

**Section 1.**

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

**Section 2.**

The Employer will notify the Union, in writing, of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures set forth in this Agreement, however, commencing with Step 2 of the Grievance Procedure.

**Section 3.**

All time limits specified herein shall be exclusive of Saturdays, Sundays, or holidays.

## ARTICLE XXII WAGES

### Section 1.

1. 1a. The parties agree that the wage rates for the corresponding Grades and Levels of experience within grades for the bargaining unit members as of July 1, 2015 are set forth on the chart attached hereto as Appendix "D" Wage Rates".

### Section 2a.

As of July 1, 2018, the entry rates for salary grades 22 through 25 are below. The rates will continue for the length of this three year contract as follows:

(See Appendix D for all levels)

Grade 21	N/A
Grade 22	N/A
Grade 23	\$16.00
Grade 24	N/A
Grade 25	\$16.50
Grade 26	\$21.00 (MA Lead)
Grade 26	\$20.00 (PSR Lead)

### Section 2b.

The Employer will make no unilateral changes in the wage rates or wage structure during the Life of this Agreement.

### Section 3.

The parties agree to open the collective bargaining agreement on June 30, 2019 for the sole purpose of discussing the possibility of a wage increase. The parties agree to enter into negotiations ninety (90) days prior to June 30, 2019. Should the parties agree upon a wage increase, the wage increase shall become effective upon ratification by the Union member in accordance with the by-laws of the Union.

### Section 4

If the Employer establishes a new position or so substantially change the duties of an Employee to such an extent that the Employee's work does not fall within any existing classification covered by this Agreement, the wage rate of such Employee shall be determined by negotiation between the Union and the Employer. If the parties are unable to agree on a wage rate, the matter shall be submitted to arbitration. Prior to the negotiation of the wage rate, the Employer shall submit to the Union the description of the new position

**ARTICLE XXIII  
HEALTH  
BENEFITS**

**Section 1. Definition**

“Health Benefits” are defined as the medical, dental and vision plans provided by the Employer. A Benefits Plan Summary is attached in Appendix “E”.

**Section 2.**

Each regular full-time and regular part-time Employee (who works at least 30 hours per week) will have the option of participating in the Health Benefits plan that is presented to Employees at the Open Enrollment meeting during the first quarter of each year. The types and levels of plans shall be identical to those provided to other Spectrum Health Services non-bargaining unit employees. See Appendix “E.”

**Section 3**

If a Taft-Hartley multi-Employer Health and Welfare Plan is created during the life of this Agreement, the parties agree to meet and discuss the (Employer) participation in the plan.

**ARTICLE XXIV  
TRAINING AND UPGRADING  
FUND**

**Section 1.**

The Employer shall contribute to the Philadelphia Hospital and Health Care – District 1199C Training and Upgrading Fund and shall make monthly payments based upon the previous month’s payroll. Payments shall be due no later than (30) days following the payroll month on which they are based. By way of example, an August contribution shall be based on the payroll for the month of July and shall be made no later than the thirtieth (30<sup>th</sup>) day of August.

**Section 2.**

The contribution shall consist of a sum equal to one and one half percent (1-1/2%) of gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first ninety (90) days following the beginning of their employment. Contributions so received by the Trustee 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 subsidized Employees in training and, when necessary, the cost of training in areas of manpower shortages. Such program shall be administered under an Agreement and Declaration of Trust. The Trustees of such Training and Upgrading Fund, in addition to the monies received from hospitals, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

**Section 3.**

If a payment or payments are not made in compliance with Section 1 above, the Employer 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 (1-1/2%) per month or the

maximum permitted by law, whichever is less.

**Section 4.**

The Training and Upgrading 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 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.**

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

**Section 6.**

Together with the periodic payments herein provided, the Employer shall submit regular monthly reports to the fund in such form as may be necessary for the sound and efficient administration of the Fund. Such regular monthly reports shall, as a minimum, include Employees' names, classification, dates of hire, hours of work, social security number, base and gross wages or salaries paid to Employees, dates of termination or leave, and such other information as may be required by law or by the Fund in order to determine eligibility for benefits. The Employer agrees to permit the Fund accountant to audit its records to verify the accuracy of its payment.

**Section 7.**

All payments due to connection with the Fund shall be due no later than thirty (30) days following the payroll month on which they are based.

**Section 8.**

The parties agree to meet quarterly to discuss the partnering of training programs.

**ARTICLE XXV  
STATE OF EMERGENCY**

Section 1. When a State of emergency is declared (and defined) by the President of the United States, the Governor of Pennsylvania, or the Mayor of Philadelphia – and an Employee is unable to get to work – the Employee shall be permitted to access his/her earned/accrued PTO.

**ARTICLE XXVI  
SUCCESSORSHIP**

Section 1. Before the Employer sells, leases, transfers, or assigns the business covered hereby or any part, portion, or classification thereof to any purchaser, transferor, assignee, or successor, the Employer agrees that such purchaser, transferor, assignee shall be advised in writing of the existence of this Collective Bargaining Agreement. The Employer further agrees that a copy of said notice shall be sent to all parties to the Agreement.

**ARTICLE XXVII  
TERMINATION**

Section 1.

This Agreement shall become effective upon ratification by the members of the Union and shall remain in full force and effect through June 30, 2020 and shall continue in full force and effect thereafter unless and until either of the parties hereto shall give to the other party applicable law.

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

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

SPECTRUM HEALTH SERVICES, INC.

Henry Nicholas, President

Carrie N. Robinson  
Interim President and CEO

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

## MEMORANDUM OF AGREEMENT

AND NOW, this 1<sup>st</sup> day of June, it is hereby AGREED, By and Between THE NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO and its affiliate DISTRICT 1199C and SPECTRUM HEALTH SERVICES, INC; as follows:

The parties agreed to open the Collective Bargaining Agreement June 30, 2019 and June 30, 2020 for the purposes of wages.

1. **ARTICLE I – RECOGNITION** - Reed Street location is recognized as an 1199C site.

2. **Article VII – PROBATIONARY EMPLOYEES**

**Section 6** - All bids should be submitted via the organizations electronic application system within three (3) business days. A computer KIOSK will be available to Union members in the training room.

3. **Article XV – UNPAID LEAVE OF ABSENCE**

**Section 1b** - The employee needs to request unpaid time off in writing to the employer (via their direct manager or supervisor).

4. **Article XVII Holidays – Section 1** - Adding two additional paid time off days (PTO) and one is in honor of Norman Rayford. Union members wishing to take the Norman Rayford PTO on the actual holiday (August 28<sup>th</sup>) will be granted by Seniority per department.

5. **Article XVIII Paid Time Off - Section 3A** - Must request paid time off via the payroll system

An employee wanting to use PTO for vacation purposes between Thanksgiving and New Year must request via the payroll system prior to September 15<sup>th</sup> of every calendar year.

6. **Article XX-Miscellaneous**

**Section 5** - "All uniforms which become worn out will be replaced by Spectrum at no cost to the employee." To be eligible for a replacement, uniforms must be presented to Human Resources and deemed "worn out".

For employees that lose their uniforms, Spectrum will charge the "at cost" rate for the uniform.

On date of hire, employees will be given three (3) sets of uniforms.

7. **Article XXII – Wages** - As of July 1, 2018, the entry rates for salary grades 22 through 25 are below. The rates will continue for the length of this three year contract as follows:  
(See Appendix D for all levels)

Grade 22 - \$16.00  
Grade 23 - \$16.50  
Grade 24 - \$20.00  
Grade 25 - \$21.00

8. **Article XXVII – Termination** - Three (3) year contract as follows:
  - a. June 30, 2021 with wage re-opener in 2019 and 2020.

9. Except as provided above, the existing collective bargaining, agreement shall remain in full force and effect through the period of the new agreement. It shall become effective upon ratification of the members, in accordance with the bylaws of the Union.

**DISTRICT 1199C**

Spence Lawrence  
Diana Downs Tack  
Juliet Cook

**Date:**

5/31/2018

**Date:**

5/31/2018

**Date:**

5/31/2018

**SPECTRUM HEALTH SERVICES, INC.**

Phyllis B. Cater  
**Phyllis B. Cater/ President and CEO**

**Date:**

May 31, 2018

Amel F. Fakhri

**Date:**

5/31/18