

AGREEMENT

by and between

THOMAS JEFFERSON UNIVERSITY and
THOMAS JEFFERSON UNIVERSITY HOSPITALS, INC.

and

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

July 1, 2018
to
June 30, 2021

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AGREEMENT

THIS AGREEMENT, made and entered into this first day of July, 2012, between THOMAS JEFFERSON UNIVERSITY its successors and assigns and by THOMAS JEFFERSON UNIVERSITY HOSPITALS, INC., its successors and assigns, (hereinafter each referred to separately as "Jefferson"), and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO and its affiliate DISTRICT 1199C, (hereinafter called the "Union").

W I T N E S S E T H:

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

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

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

ARTICLE 1

RECOGNITION

1.1 Jefferson hereby recognizes the Union as the sole and exclusive bargaining representative of the employees of Jefferson as defined in Section 1.1 below pursuant to a certification by the Pennsylvania Labor Relations Board, Cases No. PERA R-2142-E, PERA

R-4439-E, the American Arbitration Association Election No. 1450 0005 74, and the National Labor Relations Board, Case No. 4-RC-17173.

1.1.1 The bargaining unit shall consist of all full-time and regular part-time service employees who regularly work twenty (20) or more hours per week, and all regular part-time service employees who regularly work fewer than twenty (20) hours per week, but at least an average of eight (8) hours per week, consisting of: Leadmen and Leadwomen, maids, building servicemen, housekeeping schedulers, room checkers, sweeping machine operators, incinerator servicemen, food service workers, waitresses, cafeteria workers, cooks, cooks' helpers, bakers, bakers' helpers, sandwich makers, salad makers, dishwashers, dietary hostesses, assistant chefs, pharmacy production assistants, dietary assistants, laundry workers, tumbler operators, press operators, seamstresses, laundry couriers, laundry collection and deliverymen, nursing assistants A and B, Central Sterile Supply technicians, Central Sterile Supply aides, Central Sterile Equipment repairmen, escort aides, escort dispatchers, doormen, anesthesia aides, operating room assistants A and B, mail clerks, messengers, elevator operators, receiving clerks, stock clerks, storekeepers, glass washers, dieners, drug distributors, morgue attendants, physical therapy aides, labelers, bus drivers, animal caretakers, anatomy attendants, licensed practical nurses, patient unit clerks, nursing clerical assistants, and excluding all maintenance employees, chefs, security guards, supervisors and foremen, executives, administrators, department heads, confidential employees, clerical employees, registered nurses, physicians, secretaries, students, technical employees, technicians and professional employees, temporary employees, part time employees who work less than eight (8) hours per week, and all others not specifically listed heretofore as belonging to the bargaining unit.

1.2 A temporary employee is one who is hired for a period of up to six (6) months and is so informed at the time he is hired, or a person who is hired to fill a temporary job or for a special project or to replace any employee on leave of absence or vacation. The initial six (6) month period may be extended with the Union's written consent. Such employee shall become a member of the Union after the employee's initial three (3) months of continuous employment; however, such temporary employee shall have no seniority rights or any other rights under this Agreement except as provided in Article 10- Seniority, paragraph 2 (c). Temporary employees may be disciplined, discharged, laid-off, or terminated for any reason at the discretion of Jefferson and said discipline, discharge, layoff, or termination shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Jefferson shall not contribute benefits for any temporary employee.

A temporary employee who has worked in excess of 1,040 hours in a twelve (12) month period will be offered the next available regular position in the department in which he is then working, as long as the person has the present skill and ability to perform that job, and provided no bargaining unit employee has bid for the position and possesses the requisite qualifications set forth in Article 13. This provision is intended to provide preference for such individuals over applicants not presently employed by Jefferson, and shall not affect the rights of current bargaining unit employees under Article 13, Promotion or Transfer

1.3 Regular part-time employees who work twenty (20) hours or more shall receive *pro rata* benefits under this Agreement.

1.4 During the term of this Agreement, if Jefferson embarks upon a restructuring of jobs that combine union and non-union positions, Jefferson shall meet with the Union and negotiate the portability of Union membership.

ARTICLE 2

CHECK-OFF

2.1 Upon receipt of written authorization from regular full-time and regular part-time employees who work twenty (20) or more hours a week, in the form annexed hereto as Appendix "A", Jefferson 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 first sixty (60) calendar days of employment, and remit to the Union's Philadelphia office regular monthly dues and initiation fees as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event that the Union amends the initiation fee and/or dues schedule, Jefferson agrees to make the revised deduction from the employee's pay upon thirty (30) days written notice from the Union. Dues shall be deducted from regular part-time employees who work less than twenty (20) hours per week but at least eight (8) hours upon completion of six (6) months of employment.

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

employee from the above list. Such designation shall be made in the form of a written authorization in the form annexed hereto as Appendix "B".

2.3 Upon receipt of a written authorization from an employee in the form annexed hereto as Appendix "C" Jefferson shall, pursuant to such authorization, deduct from the wages due said employee each pay period, starting not earlier than the first period following the completion of the employee's first sixty (60) calendar days of employment in the case of regular full-time employees and regular part-time employees who work twenty (20) or more hours per week, and after the completion of six (6) months of employment for regular part-time employees who work less than twenty (20) hours but at least eight (8) hours per week, the sum specified in said authorization and remit same to the District 1199C Credit Union to the credit or account of said employee. Dues shall be remitted to the Union after each pay period.

2.4 Upon receipt of a written authorization from an employee in the form annexed hereto and marked Appendix "D", Jefferson agrees to check off each pay period the sum specified in said authorization, the minimum of which must be \$2.00 per pay, and remit monthly the same to the Union.

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

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

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

2.8 In the event the Union amends the initiation fee and/or dues schedule, Jefferson agrees to make the revised deduction from the employee's pay upon thirty (30) days written notice from the Union.

2.9 Jefferson shall supply the Union with notice monthly of all terminations and leaves of absences.

ARTICLE 3

UNION SECURITY

3.1 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.

3.2 All regular full-time and regular part-time employees who work twenty (20) or more hours per week 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, and all regular part-time employees who work less than twenty (20) but at least eight (8) hours per week who have been employed for more than six (6) months shall become members of the Union within thirty (30) days after the effective date of this Agreement.

3.3 All employees hired after the effective date of this Agreement shall become members of the Union upon completion of their probationary period and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

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

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

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

ARTICLE 4

PROBATIONARY EMPLOYEES

A regular full-time and regular part-time employee who works twenty (20) or more hours per week shall complete the probationary period after the employee has worked at Jefferson ninety (90) calendar days. A regular part-time employee who works less than twenty (20) hours but at least eight (8) hours per week shall complete the probationary period after six

(6) months of employment. If an employee is absent for any reason during the probationary period, the number of days of absence shall be added to the eligibility period, and the employee shall not complete his probationary period until an equivalent amount of days has been worked. Any time during an employee's probationary period the employee may be suspended or discharged by Jefferson for any reason and such suspension or discharge shall not be subject to the Grievance or Arbitration provisions of this Agreement. Jefferson will discuss the probationary employee's performance with him prior to such discharge. The probationary period may be extended for the same period as the initial probationary period with the agreement of the Union.

ARTICLE 5

WAGES

5.1 (a) Effective upon ratification. Full-time employees are to receive a gross ratification payment of Seven Hundred Dollars (\$700); part-time employees are to receive Pro-rata.

(b) Effective the first full pay period in January, 2019, there shall be a two percent (2%) across the board increase which shall be added to the base rate.

(c) Effective the first full pay period in January, 2020, there shall be a two percent (2%) across the board increase which shall be added to the base rate.

5.2 For employees hired before July 1, 2018 who are in the wage progression established in the 2012-2018 contract, Jefferson agrees to the following process to eliminate the 2012-2018 second tier:

Employees hired after June 30, 2012 and before July 1, 2018, who were hired at One Dollar (\$1.00) less than the maximum salary will move as follows:

JOB RATE SCHEDULE A

The following are the wage rates listed at one hundred percent (100%) for employees
hired before July 1, 2018:

<u>EMPLOYEES HIRED BEFORE JULY 1, 2018</u>			
<u>CLASSIFICATION</u>	<u>WAGE RATE 7/1/18</u>	<u>WAGE RATE 1/1/19</u>	<u>WAGE RATE 1/1/20</u>
Animal Caretaker	\$23.15	\$23.61	\$24.09
Barista	\$22.74	\$23.19	\$23.66
Cage Wash Att.	\$22.74	\$23.29	\$23.66
Cashier N&D	\$17.00	\$17.34	\$17.69
Chief Mail Matrix Proc.	\$24.18	\$24.66	\$25.16
Cler. Nurse Ass't.	\$24.18	\$24.66	\$25.16
Cold Food Prep.	\$24.18	\$24.66	\$25.16
Cook 1 st	\$26.35	\$26.88	\$27.41
Cook 2 nd	\$24.89	\$25.39	\$25.90
Cook Chill Proc.	\$24.18	\$24.66	\$25.16
Cust. HSK LDR	\$24.18	\$24.66	\$25.16
Custodian Worker	\$22.94	\$23.40	\$23.87
Deliverer/Mover	\$25.00	\$25.50	\$26.01
Distrib. Lead Tech.	\$27.12	\$27.66	\$28.22
Driver	\$24.18	\$27.66	\$25.16
Driver/Receiving Clerk	\$27.12	\$27.66	\$28.22
Escort Aide Radiology	\$23.15	\$23.61	\$24.09
Food SVC Host	\$24.18	\$24.66	\$25.16
Food SVC Worker	\$22.74	\$23.19	23.66

EMPLOYEES HIRED BEFORE JULY 1, 2018

<u>CLASSIFICATION</u>	<u>WAGE RATE 7/1/18</u>	<u>WAGE RATE 1/1/19</u>	<u>WAGE RATE 1/1/20</u>
Food SVC Caterer	\$23.15	\$23.61	\$24.09
Glass Worker	\$22.74	23.19	\$23.66
Laundry Worker	\$22.94	23.40	23.87
LPN	\$28.11	\$28.67	\$29.25
Mail Matrix Sorter Tech.	\$23.69	\$24.16	\$24.65
Mail Processor Distributor	\$23.69	\$24.16	\$24.65
Messenger	\$22.74	\$23.19	\$23.66
Nursing Asst. A (OR)	\$23.69	\$24.16	\$24.65
Nursing Asst. A	\$23.69	\$24.16	\$24.65
Nursing Ass't II	\$24.49	\$24.98	\$25.48
Receiving Clerk	\$27.12	\$27.66	\$28.22
Receiving Clerk Dietary	\$25.29	\$25.80	\$26.31
Receiving/Delivery Lead	\$25.29	\$25.80	\$26.31
Rehab. Therapy Aide	\$24.18	\$24.66	\$25.16
SPD Logistics Tech.	\$25.00	\$25.50	\$26.01
SPD Process Tech.	\$27.82	\$28.38	\$28.94
Stock Clerk Clin. Labs	\$23.82	\$24.30	\$24.78
Stock Clerk HSKP	\$23.82	\$24.30	\$24.78
Stock Clerk/Messenger	\$23.82	\$24.30	\$24.78
Sweep Machine Operator	\$23.69	\$24.16	\$24.65
Trans. Aide	\$23.15	\$23.61	\$24.09
Waste Collector/Process	\$23.69	\$24.16	\$24.65

JOB RATE SCHEDULE B

The wage rates for employees hired after June 30, 2018 are as follows:

EMPLOYEES HIRED AFTER JUNE 30, 2018			
CLASSIFICATION	WAGE RATE 7/1/18	WAGE RATE 1/1/19	WAGE RATE 1/1/20
Animal Caretaker	\$16.50	\$16.83	\$17.17
Barista	\$16.50	\$16.83	\$17.17
Cage Wash Attendant	\$16.50	\$16.83	\$17.17
Cashier	\$16.50	\$16.83	\$17.17
Clerical Nurse Assistant	\$16.50	\$16.83	\$17.17
Cold Food Preparer	\$16.50	\$16.83	\$17.17
Custodian Worker	\$16.50	\$16.83	\$17.17
Escort Aide Radiology	\$16.50	\$16.83	\$17.17
Food Service Worker	\$16.50	\$16.83	\$17.17
Food Service Caterer	\$16.50	\$16.83	\$17.17
Glass Worker	\$16.50	\$16.83	\$17.17
Laundry Worker	\$16.50	\$16.83	\$17.17
Mail Matrix Sorter Tech.	\$16.50	\$16.83	\$17.17
Mail Processor Distributer	\$16.50	\$16.83	\$17.17
Messenger	\$16.50	\$16.83	\$17.17
Nursing Assistant A (OR)	\$16.50	\$16.83	\$17.17
Nursing Assistant A	\$16.50	\$16.83	\$17.17
Rehab Therapy Aide	\$16.50	\$16.83	\$17.17

EMPLOYEES HIRED AFTER JUNE 30, 2018]			
CLASSIFICATION	WAGE RATES 7/1/18	WAGE RATES 1/1/19	WAGE RATES 1/1/20
Stock Clerk Clinical Labs	\$16.50	\$16.83	\$17.17
Stock Clerk HSKP	\$16.50	\$16.83	\$17.17
Stock Clerk Messenger	\$16.50	\$16.83	\$17.17
Sweep Machine Operator	\$16.50	\$16.83	\$17.17
Transportation Aide	\$16.50	\$16.83	\$17.17
Waste Collector/Processor	\$16.50	\$16.83	\$17.17
Customer HSK LDR	\$17.00	\$17.34	\$17.69
Driver	\$17.00	\$17.34	\$17.69
Food Service Host	\$17.00	\$17.34	\$17.69
Nursing Assistant II	\$17.00	\$17.34	\$17.69
Cook 2 nd	\$18.00	\$18.36	\$18.73
Cook Chill Processor	\$18.00	\$18.36	\$18.73
Chef Mail Matrix Proc.	\$18.25	\$18.61	\$18.98
Distribution Lead Tech.	\$18.25	\$18.61	\$18.98
Deliverer/Mover	\$19.00	\$19.38	\$19.77
Receiving Clerk	\$19.00	\$19.38	\$19.77
Receiving Clerk Dietary	\$19.00	\$19.38	\$19.77
SPD Logistics Tech.	\$19.50	\$19.89	\$20.29
Cook 1 st	\$20.00	\$20.40	\$20.81
Driver/Receiving Clerk	\$20.00	\$20.40	\$20.81
Receiving Delivery Lead	\$20.00	\$20.40	\$20.81
SPD Process Tech.	\$22.00	\$22.44	\$22.89

ARTICLE 6

COST OF LIVING

Effective the first pay period after the June 2013 index is published, retroactive to July 1, 2013 each regular full-time, regular part-time and probationary employee shall receive a cost-of-living adjustment, if applicable, based upon the percentage increase in the Consumer Price Index published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100), United States, All Items, Major Group Figure for Urban Wage Earners and Clerical Workers (including single workers), herein referred to as "Index", between the July 2005 Index and the June 2006 Index under the following terms and conditions:

6.1 No cost-of-living increase shall be payable by Jefferson unless the Index for June 2013 exceeds the July 2012 Index by 6% or more. In the event the June 2013 Index exceeds the July 2012 Index by 6% or more a cost-of-living adjustment shall be paid as follows:

6%	=	\$1.00 per week
7%	=	2.00 per week
8%	=	3.00 per week
9%	=	4.00 per week
10%	=	5.00 per week

(The following example illustrates how the percentage change shall be figured from the Index point change. The figures used in this example are for demonstration purposes only.)

EXAMPLE:

July 2012 Index	112.5
June 2013 Index	121.5
Index Point Change	9.0
Percentage Change:	$\frac{9.0}{112.5 \times 100} = 8\%$

Increase in COL Adjustment 8% = \$3.00 per week.

6.2 In the event of a decline in the Index, any cost-of-living allowance shall be reduced from any cost-of-living adjustment previously given in accordance with the same formula.

6.3 In the event the Index is not published on or before the beginning of the effective payroll period, any adjustment required will be made effective at the beginning of the first payroll period after publication of the Index.

6.4 The continuance of the cost-of-living adjustment is dependent upon the continued monthly publication of the Index in its present form and calculated on the same basis as at the time of the execution of this Agreement, unless otherwise agreed upon by Jefferson and the Union.

6.5 The amount of any cost-of-living adjustment in effect shall be included in computing overtime payments, vacation, holiday, and sick leave payments, pay for jury duty and funeral leave and no other purposes. The cost-of-living shall be added to the classification base rates.

6.6 In no event shall the cost-of-living adjustment exceed five dollars (\$5.00) per week.

6.7 Effective the first pay period after the June 2014 Index is published, retroactive to July 1, 2014 a cost-of-living adjustment shall be paid, if applicable, under the same terms and conditions as described above.

6.8 Effective the first pay period after the June 2015 Index is published, retroactive to July 1, 2015 a cost-of-living adjustment shall be paid, if applicable, under the same terms and conditions as described above.

6.9 Effective the first pay period after the June 2016 Index is published, retroactive to July 1, 2016 a cost-of-living adjustment shall be paid, if applicable, under the same terms and conditions as described above.

6.10 Effective the first pay period after the June 2017 Index is published, retroactive to July 1, 2017 a cost-of-living adjustment shall be paid, if applicable, under the same terms and conditions as described above.

ARTICLE 7

REPORTING PAY

7.1 Employees who report for work at the start of their regularly assigned shift without being notified not to report, shall in the event no work is available, be compensated by payment of a total of four hours pay at their regular rate, or they may be assigned other employment they can perform at their applicable rate of pay. This provision shall not be applicable when failure to provide work is due to causes or conditions beyond the control of Jefferson.

ARTICLE 8

GRIEVANCE PROCEDURE

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

Step One: The employee or employees affected shall take the matter up with the employee's immediate supervisor within seven (7) days of its occurrence, either directly or through a representative of the Union, in an attempt to effect a satisfactory settlement. The supervisor shall have five (5) days after the grievance was first presented to settle the matter. If no

satisfactory settlement is reached, the grievant or Union may, within five (5) days after the supervisor's answer, appeal to STEP TWO.

Step Two: The grievance shall be reduced to writing by the grievant or the Union and referred to the grievant's Department Head or authorized representative. The Department Head or his authorized representative shall have five (5) days after receipt of the grievance to give his/her answer. If no satisfactory settlement is reached within five (5) days after the Department Head's answer, the grievant or the Union may appeal the matter to STEP THREE.

Step Three: The grievant or the Union will submit the written grievance to the Chief Human Resources Officer who shall have five (5) days in which to give his/her answer. If no satisfactory settlement is reached, the grievance may be appealed to arbitration by the Union upon written notice to Employer and the American Arbitration Association by registered mail within ten (10) days [thirty (30) days in discharge cases], of the answer of the Chief Human Resources Officer. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

8.2 The parties may utilize FMCS as a mediation step prior to arbitration when the parties agree that mediation may help to resolve the grievance.

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

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

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

8.6 Discharge. An employee who has been discharged shall bypass Steps One and Two of the Grievance Procedure and file the grievance directly with the Chief Human Resources Officer within five (5) days of the discharge. The grievance shall then be processed in accordance with Step Three of the Grievance Procedure.

The Union will be advised of an employee's discharge or suspension within forty-eight (48) hours of the discharge.

An indefinite suspension shall not be for more than ten (10) days. An employee who is suspended for an indefinite period may file a grievance at the third step.

A grievance which affects a majority of a class of employees, and which the Jefferson representative designated in Steps One and Two lacks authority to settle, may initially be presented at Step Three by a representative of the Union.

In the event an employee is given a written warning, the employee shall be given an extra copy so that he may give a copy to the delegate.

In the event a complaint is brought against an employee, the employee shall have the right to have the complainant present at the third step meeting so long as the complainant at the time of the third step meeting is an employee of Jefferson.

An employee is entitled to have a Union delegate present, if he or she so requests, at any disciplinary meeting.

Jefferson will attempt to accommodate the schedule of regular part-time employees who work less than twenty (20) hours but at least eight (8) hours per week, regarding the processing of grievances at the various steps of the grievance procedure. However, the Second and Third Steps of the grievance procedure will only be processed during regular work hours of the Department of Human Resources.

ARTICLE 9

ARBITRATION

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

9.2 Effects of Decision. The decision of the arbitrator shall be final and binding upon Jefferson, the Union, and the employees covered by this Agreement.

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

9.4 Retroactivity. Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the

grievance procedure except if the grievance concerns an error in the employee's rate of pay. The proper rate shall be applied retroactive to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by Jefferson and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved employees may have received from any source during the period for which back pay is claimed, except if the employee at the time of his/her suspension or discharge held a bona fide job at the time of the suspension or discharge said compensation shall not be set off.

ARTICLE 10

SENIORITY

10.1 Definition.

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

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

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

10.2 Accrual.

(a) An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the date of the most recent hiring.

(b) Bargaining unit seniority, departmental seniority, and classification seniority shall accrue during a continuous authorized leave of absence without pay for no more than six (6) months [except for an employee out and collecting Worker's Compensation insurance in which event seniority shall accrue for up to one (1) year] or for the period of maternity leave or leave for Union business provided that the employee returns to work

immediately following the expiration of such unpaid leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of one (1) year or the length of an employee's continuous employment, if the employee is recalled into employment and during a sick leave up to six (6) months.

(c) A temporary employee shall have no seniority during the time the employee occupies this status of temporary employee. Should any temporary employee become a permanent employee, seniority shall begin on the date the employee was hired.

(d) Part-time employees who are regularly scheduled to work twenty (20) hours per week or more shall accrue seniority as set forth in (a), (b), and (c) above on a *pro rata* basis of one-half (1/2) of a full-time employee. If a part-time employee has accumulated more full-time equivalent seniority than a full-time employee, the part-time employee shall be considered to have greater seniority as it applies to the terms of this Agreement.

(e) Part-time employees who work less than twenty (20) hours but at least eight (8) hours per week shall accrue seniority as set forth in (a), (b) and (c) above on a *pro rata* basis of forty percent (40%) of a full-time employee. If a part-time employee who works less than twenty (20) hours but at least eight (8) hours per week has accumulated more full-time equivalent seniority than a regular full-time or regular part-time employee who works twenty (20) or more hours per week, the employee shall be considered to have greater seniority as it applies to the terms of this Agreement.

10.3 Loss of Seniority. Seniority shall be broken when an employee:

(a) quits, resigns, or takes a job elsewhere, when his/her regular work is available at Employer;

- (b) is discharged for cause;
- (c) is laid off for a period of one (1) year or a period exceeding the length of the employee's continuous service, whichever is less;
- (d) fails to report for work following recall from layoff or a decision of an arbitrator reinstating an employee who was discharged within two (2) working days after being notified by telegram or mail at the last address in Employer's records. Employer shall also send a copy of the notification to the Union;
- (e) fails to return following the end of a leave of absence, vacation, or sick leave unless the employee presents an excuse acceptable to Jefferson;
- (f) is employed by another Employer during a leave of absence except for military duty;
- (g) fails to return following a disciplinary suspension;
- (h) is absent for forty-eight (48) consecutive hours without notifying Employer unless the employee presents an excuse acceptable to Employer.

10.4 For purposes of layoff and recall only, Union delegates shall have superseniority so long as they can do the job.

10.5 An employee may be granted an unpaid leave for up to three (3) years for Union business, provided that the employee reapplies for continuation of the leave on an annual basis and submits acceptable certification from the Union.

ARTICLE 11

LAYOFF

If it becomes necessary to reduce Employer's work force, the following shall apply:

11.1 Reduction in force shall be by job classification within a department by bargaining unit seniority.

11.2 Probationary employees within the classification shall be the first affected, then temporary employees in the same classification and they shall have no right to bump any employee.

11.3 After probationary employees and temporary employees, bargaining unit seniority within the classification shall apply.

11.4 Except as limited below, an employee who is given a notice of layoff may, within two (2) days of receiving said notice: (a) displace the most junior employee in his/her department in an equal or lower-rated like classification so long as the employee has the skill and present ability to do the job. If the employee cannot qualify, then he/she may (b) displace the most junior employee at Jefferson in an equal or lower-rated job classification. Hospital employees may not bump into University jobs except within the same job classification. However, in the event of a layoff, impacted Hospital employees may fill vacancies, for which they are qualified and for which they have the skill and ability to perform, at the University and University employees may fill vacancies, for which they are qualified and for which they have the skill and ability to perform, at the Hospital and retain their recall rights under Article 12.

University employees may not bump into Hospital jobs unless it is in the same job classification or if the University employee would be otherwise laid off and has sufficient seniority to displace the most junior employee at the Hospital in an equal or lower rated classification provided he/she has the qualification for the position.

11.5 Subject to the limitation set forth in the last sentence of 11.4 above, in the event an employee is given notice of layoff and there exists no opening in his department into

which the employee can bump, said employee within two (2) days of receiving said notice may bump the least senior employee, based upon bargaining unit seniority, in another department so long as the employee has the skill, physical ability and present ability to perform the job.

11.6 In no event may an employee bump into a higher-rated job.

11.7 Employees to be laid off shall be given at least two weeks' notice of layoff except in emergency situations. Probationary and temporary employees need not be given two weeks' notice prior to layoff.

ARTICLE 12

RECALL

12.1 Employees laid off shall be recalled by job classification in the inverse order of their layoff. If a vacancy occurs in a job classification where no laid-off employee has recall rights in that classification, laid-off employees within that department shall be given next consideration, provided, in the opinion of Jefferson, they have the present ability to perform the work. Departmental seniority shall govern where present ability to perform the job is considered equal. Jefferson will recall other employees outside the department so long as they have the present skill and ability to perform the work.

Whether an employee has the skill and present ability to perform the work when recalled to a classification different from the one he held at the time of his layoff shall not be subject to the Grievance and Arbitration provision of this Agreement.

12.2 Probationary employees laid off shall not have recall privileges.

ARTICLE 13

PROMOTION OR TRANSFER

13.1 When a promotional opening occurs in a department, preference shall be given to the employee with the greatest skill and present ability to perform the new job.

Department seniority shall govern where skill and present ability to perform the new job are considered to be equal. In the event no employee in the department is awarded the promotional opening, applicants will be considered from other departments using the same criteria as awarding the job from within the department except bargaining unit seniority shall govern where skill and present ability to perform the new job are considered to be equal. The Employer will notify the Local 1199C organizer by e-mail of any successful bidder for a promotion and whether the successful bidder was the senior most applicant.

13.2 All job openings in the bargaining unit will be put up for bids and a copy of the bid sheet shall be given to the Union. In filling job openings, preference shall be given to part-time employees over temporary employees.

Where employees are applying for full-time opening within the current classification and department, full-time and part-time employees shall compete on an equal footing. Provided the applicants have current evaluations that meet or exceed expectations and do not have active discipline which make them ineligible for transfer, the vacancy will be awarded based upon seniority.

Should the part-time person not have sufficient seniority to be awarded the position, the part-time person will be offered the vacancy created by the transfer of the full time person.

13.3 Jefferson has the exclusive right to determine the qualifications of employees for promotional purposes.

13.4 If any time within sixty (60) calendar days in the case of a regular full-time employee or a regular part-time employee who works twenty (20) or more hours per week, or within six (6) months in the case of a part-time employee who works less than twenty (20)

hours but at least eight (8) hours per week, Jefferson determines that any transferred or promoted employee is not qualified for the job or is not performing the work satisfactorily, the employee shall be returned to the job from which transferred or was promoted without loss of seniority. An employee who has had the request for promotion granted may not put in another request for promotion for a period of twelve (12) months.

13.5 When an employee is permanently transferred or promoted, such employee shall be paid the rate of the Job to which he or she has been transferred or promoted.

13.6 When an employee works in a higher-paid classification than his/her regular classification for more than one (1) hour a day, the employee shall be paid the rate of the higher classification for the actual hours worked in the higher classification. This provision shall not apply if the employee is training in the higher-paid classification.

13.7 If a junior employee is promoted, the most senior employee bidding on the job will be notified of the reason for his/her rejection.

13.8 In the event a new classification is established or an existing classification is substantially changed, or classifications are consolidated, Jefferson shall provide the Union with thirty (30) days' written notice, assign it a pay grade and advise the Union of the rate for the new job. In the event the Union disagrees with the pay rate assigned, it may submit the matter to arbitration. Jefferson shall provide the Union with a written job description of the new or changed classification which shall describe the job content sufficiently to identify the new duties.

13.9 Whenever an employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which the employee is then working. If more than one employee applies, such change shall be granted to the employee with the most classification seniority. Notwithstanding the foregoing, an employee

shall have preference over new employees filling vacancies on another shift in the classification in the department in which he is then working. In the event a new shift is established, Jefferson will request volunteers. If no employees volunteer, individuals will be selected for the shift based on job classification in inverse order of seniority.

13.10 During the term of this Agreement, if Jefferson embarks upon a restructuring program which includes redesign of work and job duties and a new classification is established as a result thereof, an employee who regularly works in the new classification as a direct result of the restructuring shall have his/her hour rate "red circled" for one year if the rate of the new classification is less than the rate the employee was making immediately prior thereto. An employee displaced by the new classification and who does not work in the new classification shall be entitled to bump in accordance with the procedure set forth in this Agreement, but in no event will such employee be entitled to have his/her rate "red circled".

ARTICLE 14

PART-TIME EMPLOYEES

Jefferson shall have the right to employ individuals on a temporary (as defined in Article 1, Paragraph 1.2) or part-time basis (part-time being less than eight (8) hours per week).

Whenever a full-time job vacancy within a classification and department occurs, and a part-time employee in that classification and department desires that job, the part-time employee shall be given preference over hiring of a new employee.

Jefferson shall supply the Union, when requested, a list of temporary employees, their dates of hire, their department and classification.

ARTICLE 15

HOURS OF WORK

15.1 The minimum regular work day for regular full-time employees in the bargaining unit shall consist of eight (8) hours per day and a minimum of eighty (80) hours in a two-week period except for those departments whose regular work day and work week are seven and one-half (7.5) hours per day and seventy-five (75) hours in a two-week period. This provision shall not be construed as a guaranteed work day or week.

Employees shall be notified at least two (2) weeks in advance of a permanent change of shift except if the change of shift is caused by an emergency or a condition beyond Jefferson's control.

The work week for part-time employees who work less than twenty (20) hours but at least eight (8) hours per week shall be at Jefferson's discretion.

15.2 Employees who are calling off for any reason shall do so two (2) hours before their shift begins.

ARTICLE 16

OVERTIME

16.1 Time and one-half shall be paid for all hours or parts of hours actually worked in excess of eight (8) hours in any one day and in excess of eighty (80) hours in a two (2) week period or over forty (40) hours in a week if the employee is a forty (40)-hour-per-week employee.

16.2 There shall be no pyramiding of overtime.

16.3 Paid leaves, except or sick leave, shall be counted as time worked for the purpose of computing overtime. However, ETO leave scheduled with less than three (3) weeks' notice will be counted as hours worked.

16.4 In the event an employee is requested to be on-call, prior to placing the employee on-call, the Employer shall meet with the Union and the parties shall negotiate an on-call rate applicable to the Bargaining Unit and any scheduling or rotation issues that arise.

ARTICLE 17

SHIFT DIFFERENTIAL

A shift differential of ten percent (10%) per hour of an employee's regular straight-time rate shall be paid to all employees regularly assigned to work the evening and night shifts provided that fifty percent (50%) of the hours of that shift shall fall between 6:00 p.m. and 6:00 a.m. Shift differential shall be paid to employees who work a shift for which shift differential applies even if it is not the employee's normal, regularly-scheduled shift.

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

ARTICLE 18

DEATH IN FAMILY

In the event of the death of an employee's parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, step-parent, step-child, step-brother, step-sister, a guardian, an employee who has completed his/her probationary period will be allowed up to three (3) regular scheduled days off with pay at his regular straight-time rate.

There shall be no duplication of payment that the employee may otherwise receive under this Agreement.

This Article shall not apply to those employees classified as .5 FTE or below during the most recent review period set forth in 22.13

ARTICLE 19

JURY DUTY

Jefferson agrees to compensate all regular full-time employees and all regular part-time employees who work twenty (20) hours a week or more and who have completed their probationary period the difference between the wages they would have received at their regular straight-time rate and the compensation they actually receive while serving as a juror for all time lost from their regular working hours. This provision shall not apply if an employee volunteers for jury duty.

The receipt of a subpoena or notice to report for jury duty must be submitted immediately to the Department of Human Resources and Jefferson may request that the employee be excused from such jury duty.

Employees are expected to return to work on those days when jury is not in session.

This Article shall not apply to part-time employees who work less than twenty (20) hours but at least eight (8) hours per week.

ARTICLE 20

HOLIDAYS

20.1 New Year's Day, Martin Luther King's Birthday, Memorial Day, July 4th, Norman Rayford Day (August 28th), Labor Day, Thanksgiving and Christmas Day shall be paid holidays. Each regular full-time employee and each regular part-time employee not scheduled to work on any such holiday shall be paid the number of hours the employee is regularly scheduled to work at the regular straight-time rate of pay provided that:

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

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

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

20.3 Any employee working on New Year's Day, Martin Luther King's Birthday, Memorial Day, July 4th, Norman Rayford Day, Labor Day, Thanksgiving Day and Christmas shall receive time and one-half of their regular hourly rate for all hours actually worked those days. It is the intent of this Section to pay premium time only for hours worked on the above holidays and not for hours worked on the day the holiday is celebrated. Where an employee works on a scheduled holiday, the employee may opt by written notice to the Employer on or before the holiday worked to be paid for a compensatory day or add the compensatory day to the employee's ETO provided the employee is not at his/her maximum level for ETO. If no written notice is filed, the employee will be paid. Dr. Martin Luther King's Birthday will be celebrated on the date celebrated by the federal government.

20.4 If a holiday falls on an employee's scheduled day off, the employee shall be given another day off with pay within thirty (30) days prior to or after the holiday or pay in lieu thereof taking into consideration the employee's expressed preference.

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

20.6 An employee who is scheduled to work on any holiday and does not work shall receive no holiday pay.

20.7 Employees who work on a holiday will receive a free meal.

20.8 This Article shall not apply to part-time employees who work less than twenty (20) hours but at least eight (8) hours per week except as provided in Article 31, General, Paragraph 31.23 and except that such employees shall receive a free meal and time and one-half of their regular hourly rate for all hours worked on the holidays defined in Paragraphs 21.1 and 21.3, subject to conditions contained therein.

ARTICLE 21

EARNED TIME OFF

This Article regarding Earned Time Off ("ETO") shall become operative September 1, 2012 and remain in effect thereafter. From July, 2012 through August 31, 2012, employees will be governed by the Vacation Article now found at Appendix G.

21.1 Each regular full time employee who is on Jefferson's active payroll shall be entitled to ETO as set forth below on the basis of the number of hours he/she is regularly scheduled to work per day at his regular straight time rate. Part-time employees will be pro-rated based upon their FTE status.

21.2	<u>Continuous Service</u>	<u>ETO</u>
	Zero to eight years	23 work days
	Eight to fifteen years	28 work days
	Fifteen years and over	33 work days

21.3 ETO shall be earned as follows:

(a) Employees entitled to twenty-three (23) days of earned time off shall earn 23/26 of a day per bi-weekly per period.

(b) Employees entitled to twenty-eight (28) days of earned time off shall earn 14/13 of a day per bi-weekly pay period.

(c) Employees entitled to thirty-three (33) days of earned time off shall earn 33/26 of a day per bi-weekly pay period.

ETO may be taken as earned except that no earned time off may be taken until a person has completed the probationary period.

An employee may accumulate and carry over to the following year ETO as per the following schedule:

Years of Service	Maximum Accumulation
Zero to eight years	20 days
Eight to fifteen years	30 days
Fifteen years and over	40 days

21.4 Employees are required to give advance notice to Department Heads as follows:

(i) Two (2) or fewer ETO days require at least twenty-four (24) hours prior to shift.

(ii) One (1) week's notice for three (3) to five (5) ETO days, however, twenty-four (24) hours' notice will suffice for two (2) or more consecutive days in the same period of illness or injury. Jefferson requires a doctor's certificate to return to work for an absence of more than three (3) days related to an injury or illness.

(iii) Three weeks' notice for more than five (5) consecutive ETO days.

Employees, with notice to the Employer, may return to work prior to the end of scheduled ETO that was taken for a period of illness or injury.

All ETO requests submitted by March 15 and approved by department managers will be posted in the Department by April 15. Requests for full weeks shall supersede requests for single days. In areas where employees work rotating schedules, request for days off in connection with scheduled days off shall constitute a request for a full week off. The number of employees on ETO at any one time shall be at the discretion of the Employer. The classification seniority shall govern where too many employees request the same time off. Once the official Department schedule is posted, all additional requests for ETO shall be granted on a first-come, first-serve basis. It is understood that the number of weeks of ETO an employee may take at one time will depend upon the operational requirements of the Department.

21.5 Up to five (5) days of accrued ETO may be taken in one-half ($\frac{1}{2}$) day increments each fiscal year (July 1 – June 30).

21.6 Employees with at least one year of continuous service and who resign shall receive pay in lieu of unused ETO, provided advance notice equal to the annual Earned Time Off is given.

Employees who are laid off due to lack of work shall be paid all unused ETO up to the day of layoff and such payment shall be made not later than fifteen (15) days after layoff. Employees who are terminated shall be entitled to all unused, accumulated ETO.

21.7 Licensed practiced nurses shall receive twenty-five (25) days of ETO after one (1) year of service.

21.8 Regular part-time employees who work twenty (20) hours or more per week shall be entitled to pro-rated ETO benefits.

21.9 This Article shall not apply to part-time employees who work less than twenty (20) hours but at least eight (8) hours per week except as provided in Article 31, General, Paragraph 31.22

21.10 (a) Employees will continue to earn ETO benefits while out on paid ETO leave.

(b) Upon retirement at age sixty-two (62) or forced retirement because of disability, an employee shall be paid for all accumulated days in his/her Extended Illness Bank (EIB) up to a maximum of thirty-six (36) days.

(c) Should an employee qualify for short-term disability benefits then the employer will pay to the employee, for each day during which an employee collects disability benefits the number of hours necessary from the employees' EIB, if available, or ETO, if available, which, combined with a disability payment, will make a total of one full-day's pay for each day of illness.

21.11 An employee who has completed his probationary period but who has less than one (1) year seniority may be granted a medical leave of absence for the period of his seniority with Jefferson or six (6) months, whichever is less.

21.12 Paystubs will contain information regarding ETO and EIB.

21.13 ETO shall be based upon an employee's FTE status. The Employer and Union will meet twice (2) a year to review part-time employees' FTE status. The review will exclude additional shifts worked by part-time employees due to such reasons as leaves of absence and employee call outs. Where the review shows that the Employer is regularly scheduling the part-time employee at a higher FTE status, excluding for the reasons listed above, the FTE status will be changed prospectively.

In performing the review, the employees will be reclassified, not counting hours excluded as per the above, as follows:

Hours Worked

1040 hours or more	=	1.0 FTE for future ETO accrual
760 to 1039 hours	=	.75 FTE for future ETO accrual
624 to 759 hours`	=	.6 FTE for future ETO accrual
520 to 623 hours	=	.5 FTE for future ETO accrual

The first review shall occur between May 1, 2018 and June 30, 2018. Thereafter, they shall occur during the thirty (30) day periods after June 30 and after December 31.

21.14 Should the Employer make changes to its ETO policy, it may reopen the contract to negotiate the issue by giving the Union sixty (60) days written notice. The Union shall be permitted to include the issue of weather emergency ETO as discussed in negotiations. Should the Employer seek to implement a change in ETO without the Union's consent, the Union shall have the right to strike.

ARTICLE 22

WELFARE

22.1 Effective July 1, 2012, Jefferson shall continue to contribute to the Benefit Fund for Hospital and Health Care Employees - Philadelphia and Vicinity (the "Fund") a sum of money equal to thirty-six and four tenths percent (36.4%) of the gross payroll of all full-time and regular part-time employees covered by this Agreement who have satisfactorily completed their probationary period. Jefferson shall also contribute thirty-six and four tenths percent (36.4%) of the gross payroll of employees covered by this Agreement who are .6 FTE and above and for dietary employees regularly scheduled for four (4) hours per week. FTE status will be reviewed

as per Article 22.13. Such payments by Jefferson shall be made monthly based upon the previous month's payroll. No contributions shall be made for employees who opt for Jefferson's OPT Flexible Benefits Program as per 23.6 herein. The Benefit Fund Trustees may increase the percentage contribution as needed to maintain benefits but not to exceed thirty-eight and eight tenths percent (38.8%)

22.2 Effective July 1, 2012 each employee for whom Jefferson makes a contribution to the Fund shall pay forty dollars (\$40.00) per week, which sum shall be deducted from their pay as contribution for their health and welfare benefits. Such amounts shall be forwarded to the Fund in addition to the percentage contribution in 23.1 above.

Employees who do not complete biometric screenings as required by the Fund shall contribute Sixty Dollars (\$60) per week.

In addition, employees who elect dependent coverage in any form shall contribute an additional Ten Dollars (\$10) per week beginning July 1, 2018 and thereafter and an added Ten Dollars (\$10) per week effective July 1, 2019 and thereafter. Those additional amounts shall be forwarded to the Fund. Employees electing single coverage shall contribute an additional Five Dollars (\$5) per week effective July 1, 2019 and thereafter which amounts shall be forwarded to the Fund Office.

The amounts due from and paid by Jefferson under Section 23.1 above shall include the amounts deducted under this section.

The above employee contributions shall be made on a pre-tax basis as soon as administratively practical.

22.3 The Fund shall be administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal

representation by the Union and the 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.

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

22.5 Together with the periodic payments herein provided, Jefferson 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, at a minimum, include employees' names, classifications, dates of hire, hours of work, social security numbers, 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. Jefferson agrees to permit the Fund accountant to audit its records to verify the accuracy of its payments.

22.6 Between October 15 and November 1, each year, each employee covered by this Article may elect Jefferson's OPT Flexible Benefits Program, and, conversely, may elect to withdraw from the OPT Program and join the Union Welfare Fund.

22.7 Jefferson's total contribution to the Fund shall not be greater than that required by the Fund for new or renewed contracts that participate in the Fund.

22.8 In the event an employee withdraws from the Fund, his/her gross wages shall be subtracted from the calculation that Jefferson pays to the Union in Article 23, Paragraph 23.1.

ARTICLE 23

PENSION

23.1 Jefferson has an obligation to contribute the following percentages of the gross payroll for all full-time and regular part-time employees who have satisfactorily completed their probationary period, and part-time employees and who are .6 FTE or above or who are dietary employees regularly scheduled to work four (4) hours per day and five (5) days per week and have been employed by Jefferson for five (5) consecutive years to the Pension Fund for Hospital and Health Care Employees - Philadelphia and Vicinity. FTE status will be reviewed as per Article 22.13. The contribution rate is 21.55%.

Such payments by Jefferson to the Pension Fund shall be made monthly based upon the previous month's payroll. The parties agree to adopt Schedule A of the Rehabilitation Plan adopted by the Board of Trustees.

23.2 Such payments shall be used by the Trustees of the Fund for the purpose of providing pension and retirement benefits for employees as the Trustees may from time to time determine.

23.3 The Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust made and established as of March 22, 1990, by the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, and its affiliate, District 1199C, and the Contributing Employers of employees covered therefore under collective bargaining agreements with District 1199C, and any amendments thereof, which provided 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 except as may be otherwise provided for in said Agreement and Declaration of Trust and his decision shall be final and binding.

23.4 It is understood that in accordance with the principle of equal representation among Trustees, by the Union and by the Contributing Employers, that Trustees to represent hospitals and institutions shall be selected in accordance with provisions prescribed in the Agreement of Trust.

23.5 Such Fund at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.

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

23.7 Jefferson agrees to make available to the Fund any such records of employees such as names, classifications, 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 which may be so required by ERISA, in order to determine the eligibility of employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

ARTICLE 24

TRAINING AND UPGRADING

24.1 Jefferson shall continue to contribute monthly to the Trustees of the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund a sum of money equal to one and five-tenths percent (1.5%) of the gross payroll for all regular full-time and regular part-time employees who are .6 FTE and above or dietary employees who are regularly scheduled to work four (4) hours per day and five (5) days per week and who have satisfactorily completed their probationary period. The part-time FTE status will be reviewed as per Article 22.13.

24.2 Leaves of Absence for Employees Taking Part in District 1199C

Training and Upgrading Fund Program. An employee shall be granted a leave of absence without pay to take part in the 1199C Training and Upgrading Fund Program under the following terms and conditions:

- (a) The leave of absence shall be for a maximum of two (2) years.
- (b) The number of employees granted a leave shall not interfere with the operational requirements of any department.
- (c) An employee who is granted a leave under the above conditions may return to his original job anytime within the two (2) year leave period within one (1) week after leaving the 1199C Training and Upgrading program.
- (d) An employee who successfully completes the Training and Upgrading program will be returned to his original job or a higher-rated job in the Bargaining Unit if he has the present ability to perform the aforesaid higher-rated job if he returns within one (1) week after leaving the 1199C Training and Upgrading Fund Program.

24.3 Contributions so received by the Trustees shall be used to study industry 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 and any amendments thereof, which provides for equal representation by the Union and Employers contributing to said Fund. Such Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided elsewhere in this Agreement.

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

24.5 Together with the periodic payments herein provided, Jefferson 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, classifications, dates of hire, hours or work, social security numbers, 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. Jefferson agrees to permit the Fund accountant to audit its records to verify the accuracy of its payments.

24.6 It is understood that the Trustees of the Training and Upgrading Fund may revise and amend the Agreement and Declaration of Trust to significantly expand the scope of the Fund and may change the name to District 1199C Employment, Training and Upgrading Fund. At such time as any such changes are in fact approved and implemented by the Trustees, Article 25 shall be modified accordingly.

ARTICLE 25

LEGAL FUND

25.1 Jefferson shall contribute monthly the sum of Ten Cents (10¢) for each hour paid to regular full-time and regular part-time employees who are .6 FTE and above or are dietary employees who are regularly scheduled to work four (4) hours per day and five (5) days per week and who have satisfactorily completed their probationary period, to a jointly-administered group legal services trust fund to be known as the District 1199C National Union of Hospital and Health Care Employees Group Legal Services Fund (hereinafter referred to as "Group Legal Services Fund"). Part-time FTE status will be reviewed as per Article 22.13.

25.2 Such payments by Jefferson shall be made monthly based upon the previous month's hours paid. Such contributions shall be used by the Trustees of the Group Legal Services Fund for the purpose of providing the employees with legal services and related benefits, as the Trustees of the said Fund may from time to time determine.

25.3 The Trustees of the Group Legal Services Fund shall be composed of an equal number of representatives designated by the Union and by Employers. Such Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided elsewhere in this Agreement.

25.4 Payments shall be made no later than the fifteenth day of the month following the date on which the payroll period for the preceding month is concluded. Together with the periodic payments herein provided, Jefferson shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.

25.5 An independent audit of the Group Legal Services Fund shall be made annually and a statement of the results thereof shall be furnished to Jefferson. Jefferson agrees to make available to the Group Legal Services Fund any such records of employees as names,

classifications, dates of hire, hours of work, social security numbers, accounts of payroll and/or wages paid, and dates of termination or leave which the Fund may require in connection with the sound and efficient administration of the Fund or that may be so required in order to determine the eligibility of employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

25.6 The Group Legal Services Fund shall be operated at all times pursuant to the provisions of Section 302 of the National Labor Relations Act, as amended, and all prevailing federal and state laws as well as the canons of professional ethics governing the operation of group legal services programs. No funds contributed by Jefferson pursuant to this Article shall be used to finance litigation by employees of Jefferson against Jefferson or the Union.

25.7 Any dispute which may arise between the parties as to a claim that any payment to the Fund under this Article is overdue shall be handled in accordance with the Arbitration Article of this Agreement.

ARTICLE 26

COFFEE BREAKS

The parties agree that there will continue to be a fifteen (15) minute coffee break during the first four (4) hours of a shift and a fifteen (15) minute coffee break during the second four (4) hours of the shift.

ARTICLE 27

NO STRIKES, LOCKOUTS AND WORK STOPPAGES

27.1 No Strikes, Work Stoppages, Etc. Employees shall not engage in any strike, sympathy strike, slowdown, sit down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the

cause therefor. Neither the employees, the Union, nor any officers, agents, or other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate in any strike, slowdown, sit down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement.

27.2 No Lockouts. Jefferson agrees not to engage in any lockout during the term of this Agreement or during the negotiations of a renewal thereof. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.

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

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

ARTICLE 28

UNION ACTIVITY, ACCESS TO HOSPITAL AND BULLETIN BOARDS

28.1 No solicitation of whatever nature on behalf of the Union shall be conducted on Jefferson premises without first obtaining the permission of the Chief Human Resources Officer.

There shall be no solicitation of fellow employees or distribution of literature of any nature in patient care areas at any time.

There shall be no solicitation of fellow employees or distribution in other work areas of Jefferson during employees' work time exclusive of authorized lunch or break periods.

28.2 Representatives of the National Union, after first reporting and receiving permission of the Chief Human Resources Officer or his duly authorized representative, shall have reasonable access to Jefferson's premises for the purpose of handling grievances and administering this agreement. Where a representative of the National Union finds it necessary to enter a department of Jefferson, he must also receive the permission of the Department Head.

28.3 Whenever a Union Delegate finds it necessary to leave the department to go into another department of Jefferson to investigate a grievance, the Delegate must receive the permission of his Department Head to leave the department in which he/she works and the permission of the Department Head of the department he/she wishes to enter. Such visits shall not interfere with the operation of Jefferson.

28.4 Jefferson will provide enclosed bulletin boards for the exclusive use of the Union for the purpose of posting proper Union notices. There shall be no other general distribution, posting by employees of pamphlets, advertising, or political matters, notices, or other kinds of literature upon Jefferson's premises.

28.5 The Union will provide Jefferson with an official list of elected Union delegates. Employees claiming to be delegates and not appearing on this list will not be excused to attend the Union business.

28.6 Jefferson shall grant up to twenty-five (25) delegates two days off with pay to take part and attend Union training. The names of the delegates shall be provided by the Union annually, or at such time as a delegate is elected, in writing to the Employer in order for the delegate to qualify for the two (2) days off with pay. Advance notice of fifteen (15) days must be given to the appropriate department head for approval of any absence under this paragraph.

ARTICLE 29

NON-DISCRIMINATION

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

ARTICLE 30

GENERAL

30.1 Where the Employer requires employees to wear uniforms, full-time employees will be provided five (5) uniforms. To the extent that employees are currently provided fewer than five (5) uniforms, the Employer shall provide the difference. As uniforms wear out or are damaged, they shall be turned in by the employee and replaced by the Employer.

Part-time employees will be provided uniforms on a pro rata basis, that is, a three (3) day a week employee will be provided three (3) uniforms and a one (1) day a week employee will be provided one (1) uniform.

Licensed practical nurses on the active payroll shall receive a uniform allowance of One Hundred Four Dollars (\$104.00) annually, payable semi-annually.

30.2 Employees shall be entitled to use Jefferson's cultural and recreational facilities in accordance with policies set and revised by Jefferson from time to time.

30.3 An employee may inspect the contents of his/her personnel file and Departmental file under the following terms and conditions:

- (a) the employee must make an appointment with the Department of Human Resources;
- (b) the employee will not be paid for the time inspecting the file;
- (c) nothing may be removed from the file; and
- (d) nothing may be written by the employee on any papers in the file.

30.4 Jefferson shall conduct a Patient Care Conference with Delegates of the Union semi-annually. Said conference will be conducted during working hours and shall last a minimum of one (1) hour.

30.5 All minor infractions on an employee's record shall be cleared after one (1) year provided that the one (1) year shall be free from infractions. With respect to serious discipline (e.g. suspension, final warning, etc.) if the employee has received no discipline for two (2) years, the discipline while still applicable, will not disqualify the employee from seeking a promotion or transfer under Article 13.

30.6 Patient Unit Clerks and Clerical Assistants who cover more than one patient floor during their shift shall receive an additional five dollars (\$5.00) for that shift. This provision shall not apply to the following areas which are to be considered to be one floor:

- (a) Barton and Protective Care Unit;

- (b) ICU and Recovery Room;
- (c) 8th Main and Pediatrics;
- (d) Clerical Assistants who cover more than thirty-six (36) beds or

cross cover the following units: MICU, SICU, NICU shall receive an additional five dollars (\$5.00) payment per shift. Completion of the medicus form for a second unit shall not be covered by this understanding.

30.7 A committee composed of management, Union representatives, and other employees, if applicable, shall be formed to review the feasibility of establishing a day care facility at the job site.

30.8 Jefferson shall make all reasonable provisions for the safety and health of its employees in accordance with the applicable laws. The Union agrees to cooperate with Jefferson in assuring conformance with all established safety regulations. This provision is subject to the Grievance and Arbitration provisions of this Agreement.

30.9 Jefferson shall continue to use its best efforts so that employees shall be granted twenty-six (26) weekends off.

30.10 Employees shall be allowed to join the Teachers' Credit Union of Greater Philadelphia.

30.11 Training. In the event Jefferson introduces new or revised job standards, new equipment or new processes that substantially alter or substantially change the work of an employee, Jefferson shall establish a retraining program to afford the affected employee an opportunity to be retrained.

Those employees who are not able to perform their job at the end of the retraining period shall be laid off in accordance with Article 11 and the new job shall be posted.

30.12 The parties will create a Labor Management Committee which will be co-chaired by District 1199C's Executive Vice-President and either the Thomas Jefferson University Hospital's Chief Operating Officer or a Vice-President of Human Resources. The Committee will meet every other month, or more often by mutual agreement. Each side may bring up to three (3) additional persons who may vary from meeting to meeting. The Union will advise the Employer in advance as to who will attend. Each side will submit items for discussion in writing one (1) week before the meeting. Where no topics are submitted, the meeting will be cancelled.

Minutes will be kept of each meeting and distributed before the following meeting.

30.13 Jefferson agrees to submit annually to the Union an updated seniority list.

30.14 Voluntary Workers. Volunteers shall not be used to perform bargaining unit work within a classification from which a member of the bargaining unit has been laid off except if such work is for a bona fide educational purpose or for an emergency.

30.15 There shall be established an In-Service Training Committee made up of equal representation from the Union and management. The purpose of the committee is to formulate an in-service training program to instruct employees in the skills needed to properly and safely perform their jobs.

30.16 Safety Shoes. Jefferson will provide annually to each employee in the below listed classification in Material Management and Dietary a shoe allowance listed below towards a pair of black or brown steel tipped shoes which must be worn during working hours. The classifications include:

Driver

Deliverer/Mover

Receiving Clerk

Driver/Receiving Clerk

Dietary/Receiver

Dietary Cook

Jefferson shall pay up to One-Hundred Twenty Dollars (\$120) per pair of safety shoes.

30.17 Employees in the following classifications shall be provided with one (1) winter coat during the term of this Agreement:

Deliverer/Mover

Driver

Driver/Receiving Clerk

Food Service Caterer

Mail Processing Distribution

Receiving Clerk

Winter coats may be replaced in accordance with the current uniform policy.

This agreement does not change any practice that exists in any other department.

30.18 Monthly, Jefferson shall supply the Union with a list of all new hires.

30.19 Jefferson shall make a good faith effort to obtain a group insurance policy for long-term disability insurance for the members of the bargaining unit. Such policy shall be on an employee-pay-all basis.

30.20 As soon as administratively practical, members of the bargaining unit shall be afforded the opportunity to participate in the Commuter Services Pre-Tax Parking and Transportation Plan. It is agreed that Jefferson has the right to change or delete any of the conditions of the Commuter Services programs and has no obligation to bargain said change or deletion with the Union. It is furthermore agreed by the Union that it waives its right to file a charge with the National Labor Relations Board or file a grievance regarding any change or deletion in the Commuter Services Program.

30.21 A committee shall be formed with equal number of Union and Management representatives to meet and discuss the working conditions and compensation of the Animal Caretakers.

30.22 Where the Employer considers contracting out a function performed by the bargaining unit, it will give the Union notice of the proposal and, upon request, meet with the Union to discuss the work involved, the services in question, the reason for consideration, the impact upon the Unit and alternatives suggested by the Union.

ARTICLE 31

HIRING

It being the desire of the parties to provide for an orderly system of recruitment and placement of workers on jobs in the health care industry, it is therefore agreed:

31.1 Jefferson shall utilize the Union's Employment Service for the recruitment and referral of qualified personnel for bargaining unit job vacancies by notifying the Union's Employment Service of all bargaining unit job vacancies and shall afford the Service forty-eight

(48) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.

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

31.3 Notwithstanding the foregoing, Jefferson retains the right to hire applicants from other sources in the event that the Employment Service does not refer qualified applicants within the said forty-eight (48) hour period.

31.4 The Employment Service shall be administered by the Union and the costs of operating the Service shall be borne by the Union.

ARTICLE 32

MANAGEMENT RIGHTS

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

32.2 Jefferson may introduce a change in the method or methods of operation which will produce a change in job duties and reduction in personnel in any department.

Nothing contained in this Agreement shall prevent the implementation of any program and of work force reductions on any program to be hereafter undertaken by Jefferson.

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

32.4 There shall be no individual agreements between employees and Jefferson.

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

ARTICLE 33

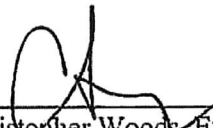
TERMINATION

This Agreement shall go into effect July 1, 2018 and shall continue in full force and effect until midnight June 30, 2021, and thereafter from year to year unless either party gives written notice to the other ninety (90) days prior to the expiration date of any succeeding yearly expiration date of a desire to negotiate with respect to the terms and conditions of this Agreement.

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
HEALTH CARE EMPLOYEES, AFSCME
AFL-CIO AND ITS AFFILIATE
DISTRICT 1199C


By:



Christopher Woods, Executive VP

THOMAS JEFFERSON UNIVERSITY
THOMAS JEFFERSON UNIVERSITY
HOSPITAL

By:



Robert Taylor, VP Human Resources

APPENDIX A

CHECK-OFF AUTHORIZATION

Hospital	Social Security No.	Int. Fee	Job Cal.	Dues Amt.	Starting Date
	<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> </div> <div style="width: 15%;"> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> </div> </div>				
PLEASE DO NOT WRITE IN ABOVE SPACE – FOR OFFICE USE ONLY					

NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME,
 AFL-CIO
 1318 LOCUST STREET, PHILADELPHIA, PA 19107
 APPLICATION FOR MEMBERSHIP

PLEASE PRINT

Name _____
 Address _____
 City/State _____
 Employed at _____
 Salary _____ Hrs. per week _____
 Work Phone _____

Date _____
 Apt. _____
 Zip Code _____
 Dept./Job Title _____
 Dated Hired _____
 Home Phone _____

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

Signed _____

Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____

To _____ (the Employer)

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

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

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

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

Print Name _____ Soc. Sec. No. _____
Dept. _____ Signature _____
Address _____

APPENDIX B

CONSCIENTIOUS OBJECTOR CHECK-OFF AUTHORIZATION

Date _____

TO: _____

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

This contribution shall be deducted from my pay and remitted to the charity no later than the tenth day of each month immediately following the date of deduction or following the date provided in the collective bargaining agreement, whichever is sooner, and shall, however, renew itself from year to year unless the Employee gives written notice addressed to the Employer at the following address:

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

Name _____

Social Security Number _____

Clock No. _____

Department _____

Signature _____

Address _____

APPENDIX C

CREDIT UNION CHECK-OFF AUTHORIZATION

PLEASE PRINT

Name _____ Soc. Sec. No. _____
Address _____ Apt. _____
City/State _____ Zip Code _____
Employed at _____ Job Title _____
Department _____
Amount of Deduction _____ Per Pay Period
Signed _____

CREDIT UNION CHECK-OFF AUTHORIZATION

Effective Date _____

To: _____
(Name of Employer)

You are hereby authorized and directed to deduct from my gross wages the sum of \$ _____ each pay period, and to remit such deductions to the District 1199C Credit Union, no later than the 10th day of each month following the month in which the deductions are made. This authorization shall be revocable in writing, copies of which are sent to the Employer and to the District 1199C Credit Union, unless this authorization is executed as security for or as a manner or method of the repayment of a loan from the District 1199C Credit Union doing business in Philadelphia, Pa. and in such latter event the same shall be in full force and effect until the loan from the District 1199C Credit Union has been paid in full.

Signature _____ Address _____
Print Name _____
Soc. Sec. # _____ Job Title _____

APPENDIX D

POLITICAL ACTION FUND CHECK-OFF POLITICAL ACTION — PROTECTION FOR YOUR FUTURE

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name _____
Address _____
City/State _____
Employed at _____
Amount of Pledge _____ per yr. _____
Signed _____

Phone _____
Zip Code _____
Job Title _____
Soc. Sec. No. _____
Date _____

REGISTER TO VOTE!

District 1199C Political Action Fund Check-Off Authorization

Date _____

To: _____
(Name of Employer)

You are hereby authorized to deduct from my wages or salary the sum of \$_____ per month, and to forward such amounts to the District 1199C Political Action Fund. This is a voluntary authorization made with the specific understanding that this contribution to the District 1199C Political Action Fund is not conditional of membership in the Union or employment with the Employer. I authorize the District 1199C Political Action Fund to use the money to make political contributions and for expenditures in accordance with federal, state and local election laws and regulations. I reserve the right to cancel this instrument as any time, in writing.

Signature _____ Soc. Sec. No. _____
Address _____ Dept. _____

APPENDIX E

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

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

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

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

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

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

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

APPENDIX E-1

To further the development of such a proposal, Jefferson and the Union agree to:

1. Form a Steering Committee with equal representation from both management and the Union to determine the specifications for such a proposal and to engage an independent third party to study the feasibility of such an arrangement and, if feasible, develop a business plan for the preferred provider option.
2. If other organizations representing in total at least 5,000 union members (including Jefferson's) agree to participate, Jefferson will agree to share the cost for the study mentioned above. Funding for such a program will be split equally between the Union and management with Jefferson's share of the management cost being pro-rated based upon a percentage of Jefferson employees to the total of those employees represented by all participating institution. In no case shall Jefferson's costs be more than \$20,000.

APPENDIX F

MEMORANDUM OF AGREEMENT

WHEREAS, Thomas Jefferson University Hospital ("TJUH") and District 1199C ("Union") have a collective bargaining agreement covering non-professional employees;

WHEREAS, the parties recognize that competition for patients and declining reimbursements from Medicare, Medicaid and commercial carriers have caused TJUH to sustain operating losses;

WHEREAS, the success of TJUH, and therefore its employees, including those represented by the Union, depends upon achieving favorable patient outcomes, achieving high patient satisfaction scores and improved productivity by employees;

WHEREAS, TJUH has embarked upon a system-wide program to achieve the above objectives; and

WHEREAS, TJUH and the Union desire to work collaboratively to insure employees represented by the Union favorably impact these objectives.

NOW THEREFORE, this _____ day of _____, 2018, the parties agree as follows:

1. TJUH and the Union, with the assistance of the Union Training Fund, will develop programs to train employees in such areas as:

- Hospitality training to improve patient satisfaction regarding personal interactions;
- Training in performance areas to insure Employees are achieving desired productivity both quantitatively and qualitatively.
- Improved communication between employees and Managers.

2. Jefferson and 1199C, with the assistance of FMCS, will embark upon a process for Manager, Supervisor, delegates and others to be trained on Employer-employee interaction to insure the creation and maintenance of a professional, collaborative environment to achieve a better, collaborative workplace and to achieve the goals set forth in 1 above.

3. TJUH will develop metrics for such areas as food tray accuracy and delivery; turnover of patient rooms and quality of such; completeness of linen cart; quantity of clean and soiled linens handled; efficiency of transport of patients, etc.

These metrics will be averages, recognizing that unusual circumstances and emergencies will occur to impact performance.

4. Customer Service audits will be performed regularly and the results shared with the delegates and employees.

5. TJUH will meet quarterly with Union leadership to review performance results of the program, to discuss what, if any, additional training/re-training needs to occur and any other issues that would impact and improve efficiency and customer satisfaction.

THOMAS JEFFERSON UNIVERSITY
HOSPITAL

By:  _____

DISTRICT 1199C

By:  _____

**CONTRACT LANGUAGE CONCERNING
LABOR/MANAGEMENT COOPERATION CONCERNING STAFFING MODELS**

The Hospital and the Union agree to establish a joint Labor Management Committee to explore possible staffing patterns for bargaining unit positions which, consistent with the management needs of the Hospital, will seek to develop staffing patterns which maximize full time employment. This Committee will seek to include in its charge advance projections of the labor force of the Hospital and to the extent practical will develop training proposals for implementation both within the Training and Upgrading Fund and directly through the Hospital for employees whose positions are threatened by expected changes in the labor force.

**AGREEMENT CONCERNING EARLY NOTIFICATION
CONCERNING CHANGES OF SERVICES**

The Hospital agrees to notify the Union as early as practical in the event of the planned closing or major reduction services of a department in which members of the bargaining unit work.

**AGREEMENT OF DISTRICT 1199C AND THE HOSPITAL
TO SECURE AFFORDABLE, ACCESSIBLE HEALTH CARE
FOR THE ENTIRE COMMUNITY**

Both the Hospital and the Union agree that the drastic changes in the health care delivery system require a special effort be made to assure that all consumers have access to necessary health care without regard to ability to pay.

Both the Hospital and the Union are committed to assuring that necessary health services are provided to all those in need and will act as in the past to assure this goal.

Both the Hospital and the Union recognize that while the social problems of our community and the reimbursement problems of the health care system continue, we must make special efforts to assure access to care; to educate the health care community and the wider community as to community health needs, as to the appropriate roles of hospitals, other health care institutions, government and philanthropic organizations; and to create equitable health care systems and reimbursement policies.

In order, then, to better meet the critical health needs of our community the Hospital and the Union do jointly agree to:

1. Create a Joint Labor Management Committee which will be charged to monitor compliance with the antipatient dumping provisions of the Social Security Act (Section 1888 and new Section following of the S.S.A. 1395cc as amended by the Consolidated Omnibus Budget Reconciliation Act) and to discuss and propose solutions to problems involving patient care which might constitute patient dumping. The Committee will also undertake jointly planned educational efforts directed towards both health sector personnel and the general public.
2. Seek a meeting with the Department of Public Health of the City of Philadelphia to develop a confidential mechanism whereby hospitals will discuss problems with regard to early discharge of patients which result from inadequate reimbursement systems.
3. Consider various draft programs to increase access to health care for the indigent patients.
4. Establish an educational and policy development effort with regard to Medical Assistance, Medicare reimbursement, uncompensated care and other access issues, in order to address specific health care access and reimbursement problems which might come up through the Labor Management Committee.

Both the Hospital and the Union agree to work cooperatively towards the goal of removing identified access barriers and assuring the development of a cost effective, excellent health care delivery system. Both parties agree that the work of this Committee will not be subject to grievance, discipline or other procedures, but rather will express the shared concerns and commitments of both parties to solve problems of the health care delivery system with regard to access to services.

APPENDIX G

STERILE PROCESSING TECHNICIANS

(a) The Hospital shall have the right to require that all Sterile Processing Techs shall become certified. The Employer may utilize the Union Training Fund to assist in providing the classes for certification training. The Employer will identify and develop the training program to be used to achieve certification as a Jefferson Sterile Processing Tech including required classroom training and OJT. Employee will be required, at the conclusion of training to pass the certification test.

(b) The Employer will stage the training by posting sign-up sheets for available slots. All SPT's who are not currently certified must sign up and be trained. Those who fail to do so will be involuntarily scheduled in reverse order of seniority. Employees will be paid straight time to attend the classes, and to take the test.

(c) Should an employee fail to pass the certification test, the employee, at his/her cost and without pay will be given any needed remedial training and re-tested. A second failure shall cause the employee to be removed as an SPT. The employee may either: (1) move into a vacant position, or one held by a probationary employee, for which he/she is qualified; or (2) be laid off.

(d) First-line Supervisors and their Manager shall also be required to be certified. Those supervisors in place April 30, 2018 will be certified before an SPT is removed under paragraph (c) above.