

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**TEMPLE UNIVERSITY HOSPITAL**  
**AND**  
**NATIONAL UNION OF HOSPITAL AND**  
**HEALTH CARE EMPLOYEES, AFSCME,**  
**AFL-CIO AND ITS AFFILIATE DISTRICT 1199C**  
**SERVICE**

**JULY 1, 2018 – JUNE 30, 2024**

## **AGREEMENT**

AGREEMENT entered into this 15<sup>th</sup> day of June, 2018 by and between Temple University Hospital and the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its affiliate District 1199C (hereinafter referred to as the "Union,") with its offices at 1319 Locust Street, Philadelphia, Pennsylvania, acting herein on behalf of the employees of Temple, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "employees."

## **WITNESSETH**

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

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

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

## **ARTICLE 1 RECOGNITION**

### **Section 1.**

a. Temple recognizes the Union as the sole and exclusive collective bargaining representative of the employees in the bargaining unit certified by the Pennsylvania Labor Relations Board in Case Numbers PERA-R-530-E, PERA-U-2027-E, PERA-U-2031-E and PERA-R-05-498-E.

b. The bargaining unit shall consist of all full-time and all regular part-time employees who regularly work 20 or more hours per week but less than 35 hours per week, and excluding supervisors first level supervisors and confidential employees as defined in Act 195.

c. This Agreement shall not apply to a temporary employee. A temporary employee is defined as one who is hired for a period of up to three months and is so informed at the time of hire. The said three-month period may be extended up to the length of maternity leave of the employee being replaced.

### **Section 2.**

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

Section 3.

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

Section 4.

At the time a new employee subject to this Agreement is hired, Temple shall deliver to said employee a copy of this Collective Bargaining Agreement.

**ARTICLE 2  
UNION SECURITY**

Section 1. All Employees on the active payroll as of the effective date of this Agreement, who are members of the Union, will maintain their membership in the Union in good standing as a condition of continued employment. All regular, non-probationary Employees on the active payroll as of the effective date of this agreement who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this agreement.

Section 2. All employees, hired after the effective date of this agreement will become members of the Union no later than the thirty-first (31<sup>st</sup>) day following the beginning of such employment and will thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3. For the purpose of this Article, an Employee will be considered a member of the Union in good standing if he/she tenders the periodic dues and initiation fee uniformly required as a condition of continued employment.

Section 4. Failure to maintain Union membership. Except as provided herein, an employee who fails to join the Union, maintain Union membership or pay a representation fee shall, within twenty (20) calendar days following receipt of a written demand from the Union to the Employer requesting discharge, be discharged if during such a period the required dues, initiation fee and/or representation fees have not been tendered, to the extent permitted by applicable law.

Section 5. Indemnification. It is agreed that the Employer assumes no obligation, financial or otherwise, arising out of implementation of the provisions of this Article other than specifically provided herein, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from deductions or provisions of information made by the Employer hereunder. Once funds are remitted to the Union as provided herein, the disposition thereafter will be the sole and exclusive responsibility of the Union.

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

#### **A. Union Membership**

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

Upon receipt of a written authorization from an employee in the form annexed hereto Appendix C, Temple shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's probationary period and remit to the Union regular monthly dues and initiation fee as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period.

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

Upon receipt of a written authorization from an employee in the form annexed hereto Appendix C, Temple shall, pursuant to such authorization, deduct from the wages due said employee each pay period, starting not earlier than the first period following the completion of the employee's probationary period the sum specified in said authorization and remit same to the District 1199 Credit Union to the credit or account of said employee. It is understood that such check-off and remittance shall be made by Temple wherever feasible.

##### **Section 3.**

Temple shall be relieved from making such "check-off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work or (d) an agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, Temple will immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by paragraph I hereof. This provision, however, shall not relieve any employees of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing.

##### **Section 4.**

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

##### **Section 5.**

Each month, Temple shall remit to the Union all deductions for dues and initiation fees made from the wages of employees for the preceding month, together with a list of all employees

from whom dues and/or initiation fees have been deducted along with their social security numbers.

#### Section 6.

Temple agrees to furnish the Union each month with the names of newly hired employees, their addresses, social security numbers, classifications of work, their dates of hire and names of terminated employees, together with their dates of termination, and names of employees on leave of absence and names of employees transferred into and out of the bargaining unit. Employees shall promptly notify Temple of changes in their addresses and names. Temple shall notify the Union of such changes. Temple agrees to provide the Union with a seniority list once a year.

#### Section 7.

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

#### B. Agency Fee

##### Section 1.

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

##### Section 2.

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

##### Section 3.

As a precondition to the collection of fair share fees, the Union shall establish and maintain a full and fair procedure, consistent with constitutional requirements, that provides

nonmembers, by way of annual notice, with sufficient information to gauge the propriety of the fee and that responds to challenges by nonmembers to the amount of the fee. The procedure shall provide for an impartial hearing before an arbitrator to resolve disputes regarding the amount of the chargeable fee.

#### Section 4.

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

#### Section 5.

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

#### Section 6.

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

### **ARTICLE 4 UNION ACTIVITY, VISITATION AND BULLETIN BOARDS**

#### Section 1.

Representatives of the Union, after receiving permission of the Hospital Administrator shall have reasonable access to the Hospital for the purpose of administering this Agreement.

#### Section 2.

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

#### Section 3.

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

Section 4.

No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his working time or any working areas at any time.

Section 5.

Temple will provide specific bulletin boards (not to exceed three), which may be used by the Union for the purpose of posting only proper Union notices. Such bulletin board space shall be conspicuously located and at places readily accessible to the employee's place of work.

Section 6.

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

Section 7.

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

**ARTICLE 5  
NO DISCRIMINATION**

Neither the Hospital nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, sexual orientation, Union membership or non-membership or disabled employees provided such disability does not interfere with the performance of work responsibilities or duties.

**ARTICLE 6  
AFFIRMATIVE ACTION**

Temple and the Union will cooperate in the effectuation of the Temple University Health System Affirmative Action Program.

**ARTICLE 7  
PROBATIONARY EMPLOYEES**

Newly hired employees shall be considered probationary for a period of sixty (60) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence.

Temple, with the mutual consent of the Union, may extend the probationary period of any employee for an additional thirty (30) days. Such consent shall not be unreasonably withheld by the Union. The probationary period for Licensed Practical Nurses shall be ninety (90) calendar days. The termination or suspension of any probationary employee by Temple shall not be subject to the grievance and arbitration provisions of this Agreement. Temple will discuss the probationary employee's performance with him prior to such discharge.

## **ARTICLE 8**

### **SENIORITY, LAYOFFS & PROMOTIONS**

#### **Section 1. Definitions**

- a. Bargaining unit seniority is defined as the length of time an employee has been continuously employed in the bargaining unit.
- b. Position seniority shall be defined as the length of time an employee has worked continuously in a specific position within his home department.
- c. Unit Seniority shall be defined as the length of time an employee has worked continuously in the unit.

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

- a. An employee's seniority shall commence after the completion of his probationary period, and shall be retroactive to the date of his last hire.
- b. All seniority shall accrue (1) during a continuous authorized leave of absence without pay up to six (6) months or for the period of maternity leave, provided that the employee returns to work immediately following the expiration of such leave of absence; (2) during an authorized leave of absence with pay; (3) during a period of continuous layoff not to exceed the lesser of twelve (12) months or the length of an employee's continuous employment, if the employee is recalled into employment; (4) during a sick leave of up to six (6) months; or (5) while an employee is participating in the Union Training and Upgrading Program.
- c. Temporary employees shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee become a permanent employee his seniority shall be retroactive to the date of employment.
- d. Part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall accrue seniority as set forth in (a) and (b) above. For purpose of computing vacation entitlement, part-time employees shall accrue seniority as set forth in (a) and (b) above.
- e. Super seniority is granted to twenty (20) Union Delegates for purpose of recall and layoff only. This number shall not be exceeded during the life of the Contract.

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



An employee's seniority shall be lost when he:

- a. Voluntarily terminates his employment.
- b. Is discharged for cause.
- c. Willfully exceeds or violates the purpose of an authorized leave of absence.
- d. Is laid off for a period of twelve (12) consecutive months or a period exceeding the length of the employee's continuous service, whichever is less.
- e. Failure to report in accordance with a notice for recall from layoff within seventy-two (72) hours of the time specified in the notice sent by certified mail to the last address furnished to the Hospital by the employee. Temple shall send a copy of the notification to the Union.
- f. Failure to report to work from a recall on the assigned day to the assigned position, unless it is physically possible for an employee to do so.

#### Section 4. Application

- a. Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- b. Bargaining unit seniority shall apply in layoffs and recalls.
- c. Position seniority shall apply for scheduling of vacation as herein provided.

#### Section 5. Layoff

a. In the event of a layoff within a specific position in a home department, temporary employees shall be laid off first. Probationary employees and non-union part-time employees shall next be laid off. Nonprobationary employees shall be the next to be laid off on the basis of their bargaining unit seniority.

b. In the event that an employee is scheduled to be laid off, he/she may bid on a posted vacant position. If he/she is not awarded the position, he/she may bump on the basis of bargaining unit seniority into a position of equal or lesser grade within the department provided that he/she has the skill, ability and qualifications to perform the duties of the position. The departments are defined as follows:

- Hospitality and Nutrition Services
- Environmental Services Department and Transportation Department
- Sterile Processing Department
- Supply, Processing and Distribution Department  
(Central Linen, Central Supply, Medical Storeroom and Central Receiving)
- Patient Care Departments (Nursing, OR, PACU, SPU, Radiology, PM&R, and Anesthesia)

In the event that he/she are unable to exercise the above two options, he/she may either bump into a previously held position. Any employee bumped as a result of the above shall him/herself have the opportunity to exercise the above options in the order and manner stated. Any subsequent bumping shall be on the same basis.

c. A full-time employee who is scheduled to be laid off may, at the employee's option, elect layoff in lieu of bumping into a part-time position. The employee will be laid off and eligible for recall only into a fulltime position.

#### Section 6. Recall from Layoff

a. When a position is open for recall, employees who are on layoff from that position shall be recalled in the inverse order of their layoff.

b. When a position opens where no laid off employee has recall rights as stated above, the position shall be posted first from currently employed employees bidding for a position in a higher pay grade. If the position is not awarded or a position is vacated because of an award, employees on layoff shall then be recalled to the open position in the inverse order of their layoff and on the basis of ability to perform the work. If an employee on layoff refuses to accept a position in the circumstances described herein, he shall not again be offered recall to that position.

c. Newly hired probationary employees who are laid off have no recall rights.

d. In the event a temporary position becomes available, employees on recall status shall be entitled to fill the position and shall receive all benefits while occupying the status, but will not accrue seniority until they fill a permanent position.

#### Section 7. Promotions, Shift Postings and Lateral Transfers

a. When a vacancy occurs within a specific unit, the position shall be posted exclusively to that unit (5) calendar days prior to the position being opened to the entire bargaining unit. When the unit position opening occurs, the position will be awarded to the most senior bidder within the unit. Thereafter, the position will be opened to the Bargaining Unit for a period of five (5) calendar days. During this period, only members of the bargaining unit may bid for the job. For the purpose of this Article, bargaining unit members who have successfully completed training courses that have been agreed upon by Temple and the Union, with respect to particular positions, shall be considered to have met the minimum qualifications for such position.

In the event that one or more members of the bargaining unit bid for a transfer, for who m he/she qualifies, the employee with the most seniority among these bidders shall be awarded the job.

In the event that one or more members of the bargaining unit for whom the posted job represents a promotion opportunity, the employer shall promote the employee with the greatest present skill and ability among employee bidders for the vacancy.

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

b. An employee who is promoted/transferred in positions in Pay Grades 1 through 10 shall be considered probationary for sixty (60) calendar days, excluding time lost for sickness and other leaves of absence. An employee who is promoted to Licensed Practical Nurse shall be considered probationary for ninety (90) calendar days, excluding time lost for sickness and other leaves of absence. If an employee is removed from a new position during the probationary period, he shall be returned to his former position without loss of seniority or other benefits, excepting that if he is discharged his rights shall be subject to the grievance and arbitration provisions of this Agreement.

c. An employee may return to his/her former bargaining unit position within thirty (30) days providing that the position has not been filled.

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

- i. Can perform that position
- ii. Serves a thirty (30) calendar day probationary period in accordance with Section 7 b, above.

When an employee is awarded a promotional/transfer opportunity he/she shall not be eligible for promotion/transfer for twelve (12) months thereafter.

Section 8.

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

## **ARTICLE 9 HOURS OF WORK**

Section 1.

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

## Section 2.

Full-time employees shall be entitled to two (2) rest period of fifteen (15) minutes each in each shift; said rest periods shall be assigned by Temple to each employee. Employees who work a full half shift shall be entitled to one (1) such rest period.

## Section 3.

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

b. If an employee reports for required work at a time other than his assigned shift or a shift continuation, and no work is available for him, he shall receive four (4) hours of call-in pay at one and one-half (1 ½) his regular rate of pay; provided, however, that if the employee has been notified not to report at least two (2) hours in advance of his assigned starting time, the employee shall not receive said call-in pay.

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

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

e. Temple agrees to meet and discuss with the Union if a member of the unit is placed on call.

f. Temple will not schedule its nursing department employees for more than twenty-six (26) weekends per year. Temple will continue its pattern of scheduling employees off every other weekend.

g. In the event of change in posted work schedules, the affected employee will be notified at least 24 hours in advance, where possible.

## Section 4.

Employees will not be scheduled, and shall not volunteer, to work such that their hours of work, inclusive of hours worked on call, exceed 64 in one (1) week pay period. This standard shall not be exceeded by unscheduled, voluntary extension of shift except in emergency circumstances or unanticipated critical needs such as: unpredictable or unavoidable occurrences relating to healthcare delivery that require immediate attention, unforeseen emergencies, disasters, other catastrophic events which substantially affect or increase the need for healthcare service.

## **ARTICLE 10 RATES OF PAY**

### **Section 1.**

The rates of pay for the specific pay grades during the term of this Agreement are set forth in Appendix B, which is attached hereto and made part hereof.

### **Section 2.**

Each active employee will receive \$750 ratification bonus pro-rated for part-time employees.

a. Effective the first full pay period in January 2019 all employees shall receive a two percent (2%) increase and the service salary structure shall reflect a two percent (2%) across the board increase, as in Appendix B.

b. Effective the first full pay period in January 2020 all employees shall receive a two percent (2%) increase and the service salary structure shall reflect a two percent (2%) across the board increase, as in Appendix B.

c. Effective the first full pay period in January 2021 all employees shall receive a two and a quarter percent (2.25%) increase and the service salary structure shall reflect a two and a quarter percent (2.25%) across the board increase, as in Appendix B.

d. Effective the first full pay period in January 2022 all employees shall receive a two and a quarter percent (2.25%) increase and the service salary structure shall reflect a two and a quarter percent (2.25%) across the board increase, as in Appendix B.

e. Effective the first full pay period in January 2023 all employees shall receive a two percent (2%) increase and the service salary structure shall reflect a two percent (2%) across the board increase, as in Appendix B.

f. Effective the first full pay period in January 2018 all employees shall receive a two percent (2%) increase and the service salary structure shall reflect an two percent (2%) across the board increase, as in Appendix B.

g. The hire rate for employees hired on or after July 1, 2018, shall be a \$1.30 less than the applicable job rate for his/her first year of employment.

### **Section 3.**

Whenever an LPN is required to supervise, direct and/or teach other LPNs and lesser categories and/or function as a team leader for a period of four (4) hours or more she shall be paid twenty-five cents (\$.25) per hour additional.

## **ARTICLE 11 CLASSIFICATION PAY**

### **Section 1.**

When an employee works eight (8) consecutive hours within his shift in a higher classification than that in which he is normally classified, he shall be paid at the higher rate of pay for all hours worked in the higher classification.

### **Section 2.**

Whenever an employee receives higher pay under Section 1 above, the employee, upon completion of work at the higher classification, shall be given credit for the number of hours worked at the higher classification, and this shall be recorded in the employee's personnel file.

### **Section 3.**

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

### **Section 4.**

Temple and the Union agree to meet and discuss on job descriptions.

## **ARTICLE 12 OVERTIME**

### **Section 1.**

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

### **Section 2.**

All paid time with the exception of sick time will count towards the calculation of overtime.

### **Section 3.**

Employees shall be required to work a reasonable amount of overtime when assigned for the proper administration of Temple.

Section 4.

Temple, whenever practical will assign on an equitable basis the opportunity for "call-in" duty and required pre-scheduled overtime among qualified employees.

Section 5.

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

Section 6.

Mandatory overtime can be used for the following reason including but not limited to an increase in patient acuity, increase in census or department activity call-outs, no shows or emergencies. Unfilled shifts on a posted schedule should not be considered emergency. This shall in no way restrict change the provisions of Article XII.

**ARTICLE 13  
SHIFTS AND SHIFT DIFFERENTIALS**

Section 1.

Employees (except LPN's as provided in Section 9 below) who work on shifts beginning on or after 12:00 noon and before 1:00 a.m. shall be entitled to a shift differential of sixty-five cents (\$0.90) per hour.

Section 2.

An employee temporarily assigned (i.e., for a period of less than thirty (30) working days) to a shift eligible for the shift differential, shall be paid an additional shift differential of twenty-five cents (\$0.25) per hour until or unless the assignment becomes permanent.

Section 3.

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 he is then working, and if more than one employee applies, such change shall apply to the employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, employees shall have preference when practical over new employees in filling vacancies on another shift in the classification in which he is then working. In the event Temple deems it necessary to assign a newly hired employee to a vacancy instead of a senior employee who has requested the transfer, the senior employee shall be granted the transfer when the new employee becomes fully qualified.

Section 4.

When employees are authorized to exchange shifts temporarily, the shift differential shall be paid only to the employee working on the shift to which the differential applies.  
Section 5.

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

Section 6.

If an employee is regularly assigned to a shift receiving a shift differential, that shift differential shall be used in the calculation of the employee's holiday and vacation.

Section 7.

An employee who is entitled to a shift differential for work on his regular shift shall also receive the shift differential for overtime hours that are an extension of his regular shift.

Section 8.

Part-time employees shall be eligible to receive a shift differential.

Section 9.3

a. Licensed practical nurses who work on shifts on or after twelve noon and before or after 1:00 AM shall be entitled to a shift differential of eighty cents (\$0.95).

Section 10.

a. Employees serving as a Lead shall receive a differential of \$1.00.

## **ARTICLE 14 HOLIDAYS**

Section 1.

The following shall be considered paid holidays for employees who have completed their first thirty (30) calendar days of employment:

New Year's Day  
Dr. Martin Luther King's Birthday  
Norman Rayford Day (August 28)  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Day before Christmas  
Christmas Day

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



## Section 2.

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

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

## Section 3.

a. Recognizing that the Hospital works every day of the year and that it is not possible for all employees to be off on the same day, Temple shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified; however, Temple will distribute holidays off on an equitable basis.

b. In the event an employee is required to work on Dr. Martin Luther King's Birthday, Independence Day, Norman Rayford Day, Labor Day, Thanksgiving Day or Christmas Day, he shall be paid time and one-half (1 ½) for all hours worked on the holiday, and shall, in addition, receive an additional day off at his regular rate of pay within thirty (30) days of the holiday or an extra day's pay at the same rate in lieu thereof, as determined by Temple. Temple will take into consideration the employee's expressed preference.

c. An employee who works on New Year's Day, Memorial Day or the day before Christmas, shall be paid his regular rate of pay for all hours worked on the holiday and shall, in addition, receive an additional day off with such pay within thirty (30) days of the holiday or an extra day's pay at the same rate in lieu thereof, as determined by Temple. Temple will take into consideration the employee's expressed preference.

d. If one of the holidays named in (b) or (c) above falls on an employee's regularly scheduled day off, the employee shall receive a day off at his regular rate of pay within thirty (30) days of the holiday or an additional day's pay at the same rate in lieu thereof, as determined by Temple. Temple will take into consideration the employee's expressed preference.

e. If one of the holidays named in (b) or (c) above falls during an employee's vacation, at the option of Temple, the vacation shall be extended by one (1) day or the employee shall receive a day off at his regular rate of pay within thirty (30) days of the holiday. In making the determination, Temple will take into consideration the employee's expressed preference.

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

## **ARTICLE 15 VACATION**

### **Section 1.**

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

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

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

### **Section 2.**

Vacation schedules shall be established by Temple taking into account the wishes of the employees and the staffing needs of the Hospital.

Employees shall submit their requests in writing by April 15. Where there is a conflict in choice of vacation time among employees, position seniority shall prevail. Temple will respond to an employee's vacation request in writing no later than May 15.

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

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

### **Section 3.**

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

### **Section 4.**

Vacation pay shall be based upon the employee's regular rate of pay at the beginning of his vacation period. An employee, upon request, shall be paid his vacation pay before starting his vacation.

Section 5,

An employee may accumulate a maximum of one and one-half (1 ½) times the employee's annual entitlement.

**ARTICLE 16  
PAID SICK LEAVE**

Section 1.

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

Section 2.

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

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

Section 3.

Sick leave days accrued may be accumulated without maximum.

Section 4.

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

Section 5.

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

Section 6. Notification and Proof of Illness

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

## **ARTICLE 17 PAID LEAVE**

### **Section 1. Funeral Leave**

An employee will be granted up to four (4) days (up to and including the day after burial) funeral leave with pay for absence necessary to attend the funeral of a member of the employee's immediate family. The following are considered members of an employee's immediate family: spouse, domestic partner, father, mother, child, sister, and brother. Employees shall be granted up to three (3) days (up to and including the day after burial) with pay to attend the funeral of a father-in-law, mother-in-law, son-in-law, daughter-in-law or grandparent. Employees shall be granted an absence of one (1) day with pay for attendance at the funeral of a grandchild, sister-in-law or brother-in-law. An employee's supervisor shall be notified in advance before any such leaves are taken.

### **Section 2. Jury Duty**

An employee who is called to jury duty shall be entitled to leave. Said employee shall be paid the difference between his regular pay and the compensation for jury duty received from a court. Any employee called to jury duty shall be required to present a statement issued and signed by the clerk of court stating the number of days the employee was on jury duty and the compensation paid.

## **ARTICLE 18 UNPAID LEAVE**

### **Section 1.**

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

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

Whenever an employee shall become pregnant, she shall furnish the Hospital with a certificate from her physician stating the expected date of delivery. She will be permitted to continue to work through the term of her pregnancy, or she may leave earlier if her physician and/or the Hospital's employee health physician certifies that she is unable to continue working. Maternity leave shall not exceed six (6) months after delivery or the termination of pregnancy; however, said leave may be extended an additional six (6) months upon written application to, and approval by, Temple. An employee who wishes to return to work within the original six (6) months period stated above must so notify Temple in writing at the time her maternity leave commences. An employee will be entitled to return to her former position or a comparable one.

#### **b. Medical Leave**

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

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

c. Military Leave

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

d. Union Business

A leave of absence for a period not to exceed one (1) year shall be granted to employees with at least one (1) year of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Hospital. At the completion of one (1) year, the individual may request an additional years' leave up to a maximum of two (2) years total. Upon return to work an employee shall be entitled to return to his former position if it is vacant or filled by a temporary or probationary employee. Otherwise, an employee shall be able to exercise the recall rights specified in Article 8.

e. Training and Upgrading Leave

Leaves of absence may be granted for employees selected into the District 1199C Training and Upgrading Program. An employee returning from an unpaid leave of absence shall be returned to their former position, provided such position is vacant. If the position is not vacant, the employee will be placed in an open position of equal or lesser grade provided the employee has the ability to perform the work. The employee shall serve the normal probationary period for said job. If no position is available, the employee will be placed on recall.

f. Other Leaves

A leave of absence for any employee may be approved by Temple for a period not in excess of thirty (30) days, and may be renewed upon application to Temple.

g. While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. An employee shall accrue seniority subject to the provisions of Article 8. During such leaves of absence all benefits shall cease, unless the employee is able to make arrangements to pay the full cost of such benefits. As a condition or reinstatement following a leave of absence for illness, Temple may require the employee to receive the approval of the Hospital's health service physician.

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

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

## **ARTICLE 19 PAST PRACTICES**

### **Section 1.**

All past practices are hereby eliminated, except as specifically incorporated in this Agreement and below:

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

## **ARTICLE 20 WELFARE**

### **Section 1.**

- a. Full-Time employees

1. Temple will allow each full-time bargaining unit employee to have the option to participate in the Benefit Fund for Hospital and Health Care Employees – Philadelphia and Vicinity (Benefit Fund) or to Temple's plan (currently Hospitalization, Life Insurance, Dental, Prescription, Vision and LTD plans.)

2. During November and December, Temple shall hold an open enrollment in which all eligible employees to opt to switch between the Benefit Fund and the Temple administered plan. The exact dates are subject to mutual agreement by Temple and the Benefit Fund. The selected coverage will be effective on January 1 of each following year.

3. Each enrolled employee shall pay forty dollars (\$40)/week which shall be paid by payroll deduction (on a pre-tax basis). This co-payment shall be retained by Temple. This employee copayment shall apply to full-time employees electing coverage under either the Benefit Fund or the Temple administered plan. In addition, employees electing dependent coverage in any form shall contribute an additional \$10 per week beginning July 1, 2018 (or as soon as administratively feasible) thereafter and an added \$10 effective July 1, 2019 and thereafter. Employees electing single coverage shall contribute an additional \$5 per week effective July 1, 2019 and thereafter. The additional amounts will be forwarded to the Benefit Fund office.

4. Temple shall bear the full cost of the Temple administered plan for full-time employees less the employee's weekly co-pay of forty dollars (\$40)/week plus the additional amounts described in "3" above.

b. Part-time employees:

1. As referenced in #2 above, Temple will allow each part-time bargaining unit employee to have the option to elect the Temple administered plan (currently Hospitalization, Life Insurance, Dental, Prescription, Vision and LTD plans.) or the Benefit Fund.

2. The employee contribution for part-time employees selecting Temple's plan for single coverage shall be forty dollars (\$40)/week. For family coverage, part-time employees shall pay the difference between the single and family premium. Part-time employees electing the Benefit Fund shall contribute forty dollars (\$40)/week and shall receive benefits as defined by the plan. In addition, employees electing dependent coverage in any form shall contribute an additional \$10 per week beginning July 1, 2018 (or as soon as administratively feasible) thereafter and an added \$10 effective July 1, 2019 and thereafter. Employees electing single coverage shall contribute an additional \$5 per week effective July 1, 2019 and thereafter. The additional amounts will be forwarded to the Benefit Fund office.

Section 2.

a. Temple shall continue to contribute to the Benefit Fund at a rate of thirty-six and four tenths percent (36.4%) of gross payroll of those employees enrolled in the Benefit Fund effective July 1, 2018. This rate shall remain in effect through June 30, 2021. Thereafter, until June 30, 2021, Temple will contribute the sum requested by the Trustees to maintain the level of benefits determined by the Trustees of the Fund, for the duration of the contract. It is understood that the rate may be reduced however, during the term as determined by the Trustees. Such contributions shall be used by the Trustees of the Benefit Fund for the purpose of providing the employees with a health and welfare program of benefits, as the Trustees of the Fund may from time to time determine. The trustees will have the ability to increase this rate to a maximum of 38.8% if necessary to maintain current benefits. A re-opener may occur to address Health & Welfare increases, after the third year of the contract.

For employees enrolled in the Benefit Fund, Temple agrees to withhold on a pre-tax basis any additional amount required as a result of plan design features e.g. an additional \$20/week for employees not completing a biometric screening and health risk assessment. Such deductions shall be forwarded monthly during the month following the deduction.

b. Temple shall apply comparable plan design features to those adopted by the Benefit Fund which involve additional employee payments on premium equal to those described in paragraph 3a above.

Section 3.

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

#### Section 4.

Temple shall begin contributing to the Benefit Fund on behalf of new employees based on their earnings beginning the first day of the month following their date of hire. Under the plan, they will be covered thirty (30) days thereafter. Employees electing coverage under Temple's plan shall be covered effective the first day of the month following their date of

#### Section 5.

The Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the employer(s) contributing to said Fund, and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.

#### Section 6.

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

#### Section 7.

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

#### Section 8.

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

### **ARTICLE 21 PENSION FUND**

#### Section 1.

Temple shall make contributions to the Pension Fund for Hospital and Health Care Employees - Philadelphia and Vicinity consistent with Schedule A of the Funds rehabilitation plan adopted on in 2016. The current contribution schedule is schedule as set forth below.



<u>Effective Date</u>	<u>Contribution Rate</u>
July 1, 2018	21.55% of gross payroll

The parties agree to abide by any necessary changes to this schedule consistent with changes to the rehabilitation plan required and approved by the Fund's trustees.

## Section 2.

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

## Section 3.

The Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof which provide for equal representation by the Union and the Employer contributing to said Fund, and that any dispute whatsoever that may arise or deadlock that may develop between such trustees shall be submitted in arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding. Temple and the Union agree to a permanent panel of arbitrators for disputes involving the Pension Fund.

## Section 4.

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

## Section 5.

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

## Section 6.

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

## Section 7.

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

## **ARTICLE 22 ADDITIONAL BENEFITS**

### **Section 1.**

Employees shall be eligible for tuition remission/ reimbursement in accordance with the Temple University Health System Policy.

### **Section 2. Training and Upgrading**

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

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

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

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

## **ARTICLE 23 UNIFORMS AND EQUIPMENT**

Temple shall provide and maintain required uniforms for employees as follows:

a. The uniform maintenance allowance is twelve dollars (\$12) per month for all employees required to wear uniforms.

b. The uniform allowance will be paid in a separate check, if possible, through the payroll system twice per year.

c. Up to five (5) uniforms will be provided by Temple to employees required to wear uniforms. Uniforms will be provided every two years from the date uniforms were last provided. Departments which provide uniforms more frequently will maintain such practice.

d. Temple will sell at cost price new uniforms to employees who lose their uniforms.

e. Temple will provide safety shoes to employees when they are required to wear same.

## **ARTICLE 24 MISCELLANEOUS**

### **Section 1.**

Supervisors shall not do work normally performed by employees, except for the purpose of instruction, supervision, experimentation, emergencies or where the normal duties of supervisors overlap the duties of employees. An emergency is herein defined as any suddenly-arising situation necessitating immediate action by Temple to maintain safety or health, to prevent damage to equipment, facilities, property, and/or materials, to aid in correcting or repairing malfunctions and any situation where employees are not available.

### **Section 2.**

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

### **Section 3. Meet and Discuss**

1. The parties agree that each will conform to the Meet and Discuss provisions of Act 195.

#### **2. Labor Management Committee**

a. In order to promote the highest levels of patient care the parties agreed to establish a Labor Management Committee to review practices and make recommendations regarding patient and employee safety, employee training and other issues of mutual concern within the hospital. The committee will be composed of designated Temple management representatives and three (3) Union representatives. Either party may request a meeting through the Labor Relations Office.

b. The Union and Temple will submit an agenda for each meeting to the other party one (1) week before the meeting.

c. The operation of the committee shall not affect the existing rights of either party under other provisions of the Agreement and does not limit the hospital's management rights.

#### Section 3.

The provisions of this article are not subject to the grievance and arbitration provisions of the Agreement.

#### Section 4.

Temple will offer Direct Deposit to all bargaining unit employees.

#### Section 5. Preceptor Pay

Employees who enter and complete the preceptor program shall receive additional pay of \$1.00 for those hours spent as a preceptor to new employees. Employees acting at Leads will not be eligible for preceptor pay. Temple shall meet and discuss with the Union if new departments are to be added. See Appendix C for list of departments.

### **ARTICLE 25 MANAGEMENT RIGHTS**

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

### **ARTICLE 26 PERSONNEL PRACTICES**

#### Section 1. Minor Infractions

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

#### Section 2. Personnel Evaluations

Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in such a review of such evaluation. Evaluation of an employee shall be performed by his immediate supervisor and signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee, and shall not indicate concurrence in the content of the evaluation. Any employee who is aggrieved by the content of such evaluation shall have the right to pursue the validity of the evaluation through the grievance procedure provided herein.

### Section 3. Access to Personnel Files

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

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

## **ARTICLE 27 DISCHARGE AND PENALTIES**

### Section 1.

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

### Section 2.

Temple will notify the Union, in writing, of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to Temple within five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures set forth in this Agreement, however, commencing at Step 3 of the grievance procedure.

### Section 3.

If the discipline, suspension or discharge of an employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial. The term "patient" for the purposes of this Agreement shall include those seeking admission and those seeking care or treatment in clinics or emergency rooms as well as those already admitted.

### Section 4.

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

## **ARTICLE 28 RESIGNATION**

### **Section 1.**

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

### **Section 2.**

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

## **ARTICLE 29 NO STRIKE OR LOCKOUT**

### **Section 1.**

Neither the Union nor any employee shall engage in any strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott or other interference with the operations of Temple during the term of this Agreement.

### **Section 2.**

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

### **Section 3.**

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

- a. Publicly disavow such action by the employees.
- b. Advise the Hospital Administrator in writing that such action by employees has not been called or sanctioned by the Union.
- c. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

d. Post notices at Union bulletin boards advising that it disapproves such action, and instructing employees to return to work immediately.

Section 4.

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

**ARTICLE 30**  
**EFFECT OF LEGISLATION - SEPARABILITY**

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

**ARTICLE 31**  
**GRIEVANCE PROCEDURE**

Section 1.

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

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

Step 2 If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When a grievance is presented in Step 2, it shall be reduced to writing, signed by the grievant and his Union representative and presented to the department head. A grievance so presented in Step 2 shall be answered by the Employer in writing within five (5) working days after its presentation.

Step 3 If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the Director of Labor Relations or his designee; thereafter, the Director of Labor Relations or his designee agrees to hold a hearing and render a decision in writing within five (5) working days after the hearing of grievance in this step.

Section 2.

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

### Section 3.

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

### Section 4.

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

### Section 5.

An employee who has been discharged, or the Union on his or her behalf, may file within five (5) working days of the discharge, a grievance in writing in respect thereof with the Hospital Administrator or his designee at Step 3 of the foregoing grievance procedure. Any prior written warnings applicable to the employee shall be mailed to the Union by Temple within twenty-four (24) hours after the employee is notified of his/her discharge.

### Section 6.

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

### Section 7.

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

### Section 8.

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

### Section 9.

Either party may request a meeting at the 2<sup>nd</sup> Step of the grievance procedure.



## **ARTICLE 32 ARBITRATION**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

## **ARTICLE 33 EFFECTIVE DATES AND DURATION**

This Agreement shall be in full force and effect from the first day of July, 2018, and shall remain in effect until and including the 30th day of June, 2024 with a reopener, if necessary, to address Health & Welfare increase as referenced in Article 20 and shall continue in full force and effect thereafter unless and until either of the parties hereto shall give to the other party notice in accordance with the applicable law.

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

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

  
Henry Nicholas, President

  
Chris Woods, Executive Vice President

  
John Hundzyski, Executive Vice President

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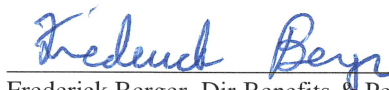
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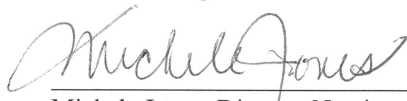
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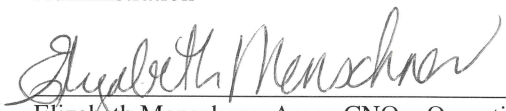
  
John Lasky, Vice President, Human Resources TUHS


  
Cheryl DeVose, Director, Labor Relations TUHS


  
Albert D'Attilio, Manager, Labor Relations TUHS

  
Frederick Berger, Dir Benefits & Pension TUHS

  
Michele Jones, Director Nursing Svcs, Nursing  
Administration

  
Elizabeth Menschner, Assoc CNO – Operations  
Nursing Administration

  
Joseph G Moleski, Director Hosp & Nutrition Svc,  
Gen Admin-Clinical Svcs

  
Richard Weber, Dir Environmental Svcs, Gen  
Admin-Clinical Svcs

**Appendix A**  
**Job/Grade Classifications**

<u>GRADE</u>	<u>JOB CLASS</u>	<u>POSITION TITLE</u>	<u>DEPARTMENT</u>
S02	311001	FOOD SERVICE ATTND I	HOSPITALITY & NUTRITION
		FOOD SERVICE	
		ATTENDANT 1/CASHIER	HOSPITALITY & NUTRITION
S03	078049	TECHNICAL AIDE/RADIOLOGY	DIAG IMG-MRI
S04	381008	ROOM AIDE	ENVIRONMENTAL SERVICE
	381003	SERVICE ATTENDANT	ENVIRONMENTAL SERVICE
	381003	SERVICE ATTENDANT	STOREROOM OPERATIONS
S05	355010	ANES ATTENDANT & AIDE	ANESTHESIOLOGY
	223037	ATTENDANT CENTRAL REC'G	CENTRAL RECEIVING
	355012	ESCORT ATTND	EMERGENCY DEPT
	355012	ESCORT ATTND	PATIENT TRANSPORTATION
	311002	FOOD SERVICE ATTND II	HOSPITALITY & NUTRITION
	381005	LEAD SERVICE ATTND	ENVIRONMENTAL SERVICES
	223041	LEAD UTILITY/LINEN	ENVIRONMENTAL SERVICES
	355009	NURSE AIDE & ATTND	NURSING
	355009	NURSE AIDE & ATTND	RADIOLOGY – NURSING
	223035	PHARMACY STOREROOM ATTND	PHARMACY – HOSPITAL
	079167	REHABILITATION AIDE	OCCUPATIONAL THERAPY
	079167	REHABILITATION AIDE	PHYSICAL THERAPY
	355018	RESP CARE EQUIPMENT TECH	RESPIRATORY CARE
	381004	STOREROOM ATTD/ENV. SERV.	ENVIRONMENTAL SERVICES
	223039	STOREROOM ATTND	RECEIVING
S06	078098	ANESTHESIA TECHN	ANESTHESIOLOGY
	319009	DIETETIC ASST	HOSPITALITY & NUTRITION
	223044	MATERIALS HANDLER	CENTRAL SUPPLY
	223044	MATERIALS HANDLER	STERILE PROCESSING
	355013	O R ATTEND	OPERATING ROOM
	355013	O R ATTEND	SURG SHT PROC UNIT
S07	318007	CATERING SERVICE ATTND	HOSPITALITY & NUTRITION
	223029	CSP TECHNICIAN	STERILE PROCESSING
	223034	LEAD SCR TECH	CENTRAL SUPPLY
S08	079036	ORTHOPEDIC TECHN-SVC	NURSING
	078264	LEAD ANESTHESIA TECH	ANESTHESIOLOGY
	313002	SECOND COOK	HOSPITALITY & NUTRITION
	906002	TRUCK DRIVER	STOREROOM OPERATIONS
S09	313003	COOK	HOSPITALITY & NUTRITION
	223038	CSP LEAD TECHN	STERILE PROCESSING
	079046	DELIVERY ROOM TECHN	LABOR/DELIVERY ROOM
S10	219005	DIETARY TECHNICIAN	HOSPITALITY & NUTRITION
	313001	FIRST COOK	HOSPITALITY & NUTRITION
S14	079039	LPN-MEDICATIONS	NURSING
S15	079166	SR LPN MEDICATIONS	NURSING

**Appendix B**  
**Service Wage Structure**

<b>SERVICE WAGE STRUCTURE</b>								
<b>Grade</b>	<b>Rate/Type</b>	<b>Effective July 1, 2018</b>	<b>Effective January 2019 2% on job rate</b>	<b>Effective January 2020 2% on job rate</b>	<b>Effective January 2021 2.25% on job rate</b>	<b>Effective January 2022 2.25% on job rate</b>	<b>Effective January 2023 2% on job rate</b>	<b>Effective January 2024 2% on job rate</b>
<b>S02</b>	<b>HIRE</b>	\$ 18.34	\$ 18.73	\$ 19.13	\$ 19.59	\$ 20.06	\$ 20.49	\$ 20.93
	<b>JOB</b>	\$ 19.64	\$ 20.03	\$ 20.43	\$ 20.89	\$ 21.36	\$ 21.79	\$ 22.23
<b>S03</b>	<b>HIRE</b>	\$ 18.77	\$ 19.17	\$ 19.58	\$ 20.05	\$ 20.53	\$ 20.97	\$ 21.42
	<b>JOB</b>	\$ 20.07	\$ 20.47	\$ 20.88	\$ 21.35	\$ 21.83	\$ 22.27	\$ 22.72
<b>S04</b>	<b>HIRE</b>	\$ 19.16	\$ 19.57	\$ 19.99	\$ 20.47	\$ 20.96	\$ 21.41	\$ 21.86
	<b>JOB</b>	\$ 20.46	\$ 20.87	\$ 21.29	\$ 21.77	\$ 22.26	\$ 22.71	\$ 23.16
<b>S05</b>	<b>HIRE</b>	\$ 19.63	\$ 20.05	\$ 20.48	\$ 20.97	\$ 21.47	\$ 21.93	\$ 22.39
	<b>JOB</b>	\$ 20.93	\$ 21.35	\$ 21.78	\$ 22.27	\$ 22.77	\$ 23.23	\$ 23.69
<b>S06</b>	<b>HIRE</b>	\$ 20.11	\$ 20.54	\$ 20.98	\$ 21.48	\$ 21.99	\$ 22.46	\$ 22.94
	<b>JOB</b>	\$ 21.41	\$ 21.84	\$ 22.28	\$ 22.78	\$ 23.29	\$ 23.76	\$ 24.24
<b>S07</b>	<b>HIRE</b>	\$ 20.60	\$ 21.04	\$ 21.49	\$ 22.00	\$ 22.52	\$ 23.00	\$ 23.49
	<b>JOB</b>	\$ 21.90	\$ 22.34	\$ 22.79	\$ 23.30	\$ 23.82	\$ 24.30	\$ 24.79
<b>S08</b>	<b>HIRE</b>	\$ 21.16	\$ 21.61	\$ 22.07	\$ 22.60	\$ 23.14	\$ 23.63	\$ 24.13
	<b>JOB</b>	\$ 22.46	\$ 22.91	\$ 23.37	\$ 23.90	\$ 24.44	\$ 24.93	\$ 25.43
<b>S09</b>	<b>HIRE</b>	\$ 21.83	\$ 22.29	\$ 22.76	\$ 23.30	\$ 23.85	\$ 24.35	\$ 24.86
	<b>JOB</b>	\$ 23.13	\$ 23.59	\$ 24.06	\$ 24.60	\$ 25.15	\$ 25.65	\$ 26.16
<b>S10</b>	<b>HIRE</b>	\$ 22.56	\$ 23.04	\$ 23.53	\$ 24.09	\$ 24.66	\$ 25.18	\$ 25.71
	<b>JOB</b>	\$ 23.86	\$ 24.34	\$ 24.83	\$ 25.39	\$ 25.96	\$ 26.48	\$ 27.01
<b>S11</b>	<b>HIRE</b>	\$ 23.76	\$ 24.26	\$ 24.77	\$ 25.36	\$ 25.96	\$ 26.51	\$ 27.07
	<b>JOB</b>	\$ 25.06	\$ 25.56	\$ 26.07	\$ 26.66	\$ 27.26	\$ 27.81	\$ 28.37
<b>S13</b>	<b>HIRE</b>	\$ 25.42	\$ 25.95	\$ 26.50	\$ 27.13	\$ 27.77	\$ 28.35	\$ 28.94
	<b>JOB</b>	\$ 26.72	\$ 27.25	\$ 27.80	\$ 28.43	\$ 29.07	\$ 29.65	\$ 30.24
<b>S14</b>	<b>HIRE</b>	\$ 27.16	\$ 27.73	\$ 28.31	\$ 28.98	\$ 29.66	\$ 30.28	\$ 30.91
<b>LPN</b>	<b>JOB</b>	\$ 28.46	\$ 29.03	\$ 29.61	\$ 30.28	\$ 30.96	\$ 31.58	\$ 32.21

<b>S15</b>	<b>HIRE</b>	\$ 28.24	\$ 28.83	\$ 29.43	\$ 30.12	\$ 30.83	\$ 31.47	\$ 32.13
<b>Sr LPN</b>	<b>JOB</b>	\$ 29.54	\$ 30.13	\$ 30.73	\$ 31.42	\$ 32.13	\$ 32.77	\$ 33.43

The Job Rate will be effective one year after date of hire.

## **Appendix Preceptor Departments**

1. Hospitality and Nutrition
2. Peri-Op Administration
3. Environmental Services
4. Patient Transport
5. Nursing
6. Sterile Processing
7. Anesthesia

**Appendix C**  
**CHECK OFF AUTHORIZATION**

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

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

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 paychecks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

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

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective bargaining 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:** \_\_\_\_\_

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

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

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

## **Side Letters of Agreement:**

### **1. Clerical Food Card Cashiers:**

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

### **2. Job Progression**

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

### **3. PCA Committee**

The Parties will discuss in the PCA committee the possibility of increased job responsibilities for some or all PCA positions as well as possible certification requirements, compensation associated with such changes and consequences of inability to meet such requirements. These discussions will commence no later than 90 days from ratification.