

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CORIZON  
AND  
NATIONAL UNION OF HOSPITAL AND HEALTH CARE  
EMPLOYEES  
AFSCME, AFL-CIO, AND ITS AFFILIATE  
DISTRICT 1199C  
OCTOBER 1, 2019 - SEPTEMBER 30, 2022  
(RN UNIT)

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## ARTICLE I - RECOGNITION

### Section A

The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time Registered Nurses (RN) employed by the Employer at any facility within the City of Philadelphia Prison System. Excluded from the bargaining unit are RNs serving as Head Nurses, Regional QI Coordinator, Regional Nurse Recruiter & Staff Development, Regional Infectious Disease Coordinator, Regional Health Educator and all other job classifications and supervisors, managers and confidential Employees as defined by the National Labor Relations Act.

### Section B

It is agreed that this contract shall apply and continue in full-force and effect at any prison facility in which the Employer is contracted by the City of Philadelphia to provide health care services.

### Section C

This Agreement shall be binding upon the parties hereto, but shall not be binding upon any successor, assignee, lessee or transferee of the Employer unless and until the successor, assignee, lessee, or transferee of the Employer expressly agrees to be bound by the terms of this Agreement.

### Section D

Whenever the word "Employee" is used in this Agreement, it shall be defined as the employees in the bargaining unit covered by the Agreement, as defined in Section 1 hereof. Whenever the word, "Employer" is used in this Agreement, it shall be defined as Corizon only, and shall have no application to any affiliated companies.

### Section E

At the time a new Employee subject to the Agreement is hired, the Employer shall deliver to said Employee a written notice that the Employer recognizes and is in contractual relations with the Union, and provide membership and contractual information provided by the Union.

### Section F

To the extent permitted by law, where the Employer hereafter shall enter into an agreement with the City of Philadelphia for the provision of services, the Employer shall extend recognition to the Union hereunder for the Employees employed by the Employer under such an agreement. This collective Bargaining Agreement shall apply to such Employees or a Substitute Agreement shall be Bargained, if deemed appropriate.

## ARTICLE II - INTENT

It is the intent and purpose of the parties hereto to set forth herein the entire Agreement covering wages, hours and other terms and conditions of employment, to promote and improve labor relations between the Employer, its employees and the Union and to provide a procedure for the prompt and peaceful settlement of grievances which may arise between the Employer and its employees or the Union and to avoid interruption or interference with operations of the employer or services to the Philadelphia Prison System during the life of this Agreement. Employees will work for the interests of the employer as those interests are compatible with the above.

## ARTICLE III - UNION SECURITY

### Section A

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

### Section B

All Employees on the active payroll as of the effective date of this agreement who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this Agreement, or shall have maintenance of membership.

### Section C

All Employees hired after the effective date of this agreement shall become members of the Union no later than the sixtieth (60th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

### Section D

For the purpose of this Article, an Employee shall 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.

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

The Union shall indemnify and save the Employer 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 the Employer 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 the Employer's reliance upon any list, notice, request

or assignment furnished under any such provisions or by reason of any actions taken or not taken by the union.

#### **ARTICLE IV-CHECK-OFF**

##### **Section A**

Upon receipt of written authorization from an Employee in the form annexed hereto as Exhibit "A," the Employer shall, pursuant to such authorization, deduction from the wages due said Employee each month, starting no 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 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 the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days written notice from the Union.

##### **Section B**

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

##### **Section C**

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

##### **Section D**

1. 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, and who demonstrates such membership and adherence to the Union and Employer, shall not be required to join and remain a member of the Union as a condition of employment.
2. Such Employees shall be required, as a condition of continued employment, to remit to either Lupus Foundation, Sickle Cell Anemia Foundation, or to the American Cancer Society, recognized and valid charities under Section 501 (c)(3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided herein. Such sums shall be checked-off by the Employer from the Employee's pay at the same time and in the same amount as initiation fees and dues are and remitted by the Employer to the Charity designated by the Employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B."

### Section E

If any such Employee who holds conscientious objections requests the Union to utilize the grievance/arbitration procedure, as provided for in this Agreement, on the Employee's behalf, the Union is authorized to charge the Employee the reasonable cost of using such procedure.

1. Such costs shall include, but not be limited to, the expense of Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney.
2. The Employee shall not have the right, authority or ability to designate, engage or otherwise hire his/her own attorney to prosecute his/her grievance if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employees shall be taken to arbitration.
3. If fees are due and owing to the Union under this provision, such fees, if not paid when bill, shall be deducted from the Employee's pay in accordance with Exhibit "B," attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.
4. Any disputes arising between the Union and the Employees concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.

### Section F

Upon receipt of a written authorization from any Employee in the form annexed hereto as Exhibit "C," the Employer agrees to check-off once a month the sum specified in the said authorization and to remit the same to the Union's Political Action Fund.

### Section G

The Employer 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 layoff from work or (c) an agreed leave of absence or (d) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions. 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 H

The Employer 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 deduction.



Section I

Each month, the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the 15th of each month, together with a list of all Employees from whom dues and/or initiation fees have been deducted and their social security numbers.

Section J

The Employer agrees to furnish the Union each month with the names of newly-hired Employees, their addresses, last four digits of their 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.

Section K

It is specifically agreed that the Employer 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 the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE V - UNION ACTIVITY, ACCESS TO INSTITUTION,  
BULLETIN BOARDS**

Section A

The Employer agrees that representatives of the Union, who may be Local, District or National Representatives, after first notifying the Health Services Administrator (or his/her designee) and subject to the Warden's approval, shall have reasonable access to members in non-work areas, on the premises of the Employer at any time during working hours to conduct Union business relative to the application or interpretation of this Agreement. It is understood that such activity may not interfere at any time with patient care and will not interfere with the work of other employees.

Section B

1. Delegates of the Union shall be permitted to furnish information, police the terms of this Agreement, process grievances and perform related duties of mutual concern to the employees and the Union. The Delegate may perform such duties during working hours provided there is no interruption of patient care and/or no interference with the work of other employees.
2. The Union shall provide notification to the Employer of all regularly scheduled Delegate Assembly Meetings at the start of each year and shall notify the Employer of any changes in the schedule of Delegate Meetings and any additional delegate meetings which the Delegates are required to attend, as soon as the schedules are known. The employer shall make a good faith effort to schedule the Delegate off on agreed-upon

times, with advance notice from the Delegates, to attend regular Delegate Meetings. All such activities by Union Delegates shall be on a non-paid basis. On site orientation will take place every three (3) months. Delegates will receive three (3) paid days each year for union training/seminars. Delegates may be provided up to two (2) additional days of training time for special events at the Company's discretion, which will not be unreasonably denied.

3. When a Delegate finds it necessary to enter a department of the Employer in the course of the performance of his/her duties as a Delegate, he/she shall first advise the Health Service Administrator in advance. Such visit shall not interfere with the operations of the Employer.

#### Section C

The Union shall identify one (1) union member to maintain the bulletin board per standards of neatness and timeliness. The Employer shall provide one bulletin board at each prison facility for the Union for the exclusive purpose of posting Union notices. Such bulletin boards shall be placed conspicuously and at places readily accessible to Employees in the course of employment. The bulletin board shall be the sole means of posting all Union Notices.

#### Section D

There shall be up to one Union Delegate at each facility. In the event there are more than twenty-five (25) Nurses at any facility, there may be an additional delegate at that facility.

### ARTICLE VI - MEETING

#### Section A

The Employer and the Union agree to establish a Committee to meet at the request of either party to discuss matters of mutual concern. Representatives of the Bargaining Unit on the committee shall be selected by the Bargaining Unit.

The Employer agrees that any Employee serving on the committee who is scheduled to work during the agreed upon meeting time shall be paid for those regularly scheduled hours of work which are missed because of their attendance at the meeting.

#### Section B

The Employer agrees to establish a Safety Committee at each facility. The Employer shall insure that for the membership of each Safety Committee there will be at least one Bargaining Unit Representative on the Safety Committee, to be selected by the Bargaining Unit.

The Employer agrees that any Employee serving on the committee who is scheduled to work during the agreed upon meeting time shall be paid for those regularly scheduled hours of work which are missed because of their attendance at the meeting. The employer agrees to have labor management meetings every month.

## ARTICLE VII - NO DISCRIMINATION

Neither the Employer nor the Union shall harass or discriminate against or in favor of any employee on account of his or her political or religious opinions, race, color, national origin, ancestry, sex, age, physical or mental handicap, veteran status, sexual orientation or marital status.

## ARTICLE VIII - HIRING

### Section A

The Employer shall have the sole right to recruit applicants for vacant positions, interview, determine qualifications, check references and extend offers of employment. The Employer shall consider without any discrimination because of Union membership, any prospective employee referred by the Union, provided such referral is made before the job has actually been filled.

### Section B

The Employer agrees to notify the Union's Employment Service of all bargaining unit job and training position 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 sources.

### Section C

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

### Section D

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

### Section E

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

### Section F

The Employer shall post notices for position as follows:

1. New Positions shall be posted for a period of seven (7) days.

2. Current positions shall be posted until filled and not less than seven (7) days unless such job vacancy must be filled without delay in order to meet an emergency or to safeguard the health, safety or well-being of patients.

Notices will be posted on appropriate Union and department bulletin boards, prior to notification to other sources. Qualified internal applications shall be given priority consideration for such positions. No verbal counselings will make an employee ineligible for consideration for a posted position.

## **ARTICLE IX – PROBATIONARY EMPLOYEES**

### **Section A**

All newly-hired, full-time employees covered by this Agreement shall be considered probationary employees for a period of sixty (60) days from the date of employment. Part-time employees shall be considered probationary employees for a period of ninety (90) days from the date of employment.

### **Section B**

At any time prior to the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. Any request to the Union for an extension of an employee's probationary period, for a period up to thirty (30) days, will not be unreasonably denied. Such requests must be made in writing.

### **Section C**

Upon satisfactory completion of the probationary period, any seniority will be computed from the date of hire or rehire.

## **ARTICLE X - PART-TIME EMPLOYEES**

### **Section A: Definitions**

Regular part-time Employees are defined as those hired to work less than forty (40) but more than fifteen (15) hours per week.

### **Section B: Paid Leave**

All part-time employees who have completed their probationary period shall accrue paid leave (vacation, holidays, and personal days) pro-rated on the amount of paid leave provided to full-time employees.

Section C: Sick Leave

All Part-time Employees who have completed their probationary period shall accrue sick leave pro-rated on the amount of sick leave provided to Full-time Employees.

Effective the first full pay-period after January 1, 2014, part-time employees that work between 16 and 24 hours shall accrue sick leave pro-rated on the amount of sick leave provided to Full-time Employees. Part-time employees that work between 16 and 24 hours that had unused sick time in their sick time bank that was deducted by the Company will have that time re-credited.

**ARTICLE XI – TEMPORARY EMPLOYEES**

Section A

A Temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on a leave of absence or vacation. The Employer may require an extension of another three (3) month period or for the length of the leave of the Employee being replaced. Such extension request shall not be unreasonably denied by the Union. If a Temporary Employee becomes a Regular Employee, the Employee's seniority will be computed from the original date of hire. Temporary Employees are not covered by this Agreement unless and until they become Regular Employees at which time they shall become Union Members. PRNs may be used as temporary employees to fill a leave of absence provided part-time employees are allowed first to fill the hours on a straight time basis.

Section B

Temporary and/or PRN Employees shall not be used to circumvent employment of regular full time and part-time Employees.

Section C

Corizon shall furnish to the Union a list of PRN and Temporary Employees, the hourly rate paid to such Employees and the hours worked by such Employees, on a bi-weekly basis, along with other reports required by this Agreement.

**ARTICLE XII-SENIORITY**

Section A: Definition

1. With regard to bargaining unit and classification seniority, the term continuously employed is defined as the length of time from the last date of hire and the last date of assignment to a job classification, excluding the length of time an employee is on unpaid leave except as provided in Article XXII Section E or where applicable law prohibits exclusion of leave for determining any benefit of employment.

2. Bargaining unit seniority is defined as the length of time an employee is continuously employed by the Employer in any position within a bargaining unit represented by the Union with the Employer.
3. Classification seniority is defined as the length of time an employee is continuously employed in a specific job classification.

#### Section B: Accrual

1. An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire or transfer into a category eligible for seniority.
2. Seniority shall accrue during any continuous authorized leave of absence without pay, only in accordance with Article XXII, Section E except where applicable law prohibits exclusion of unpaid leave for determining any benefit of employment.
3. PRN, temporary and part-time employees working less than 15 hours per week do not accrue seniority.

#### Section C: Loss of Seniority

1. Seniority shall be lost and employment terminated on the occurrence of any of the following events:
  - a. Voluntary termination of employment;
  - b. Discharge from employment;
  - c. Failure to report to work on the day specified in a recall from a layoff;
  - d. Failure to report to work the next scheduled work day following the expiration of a leave of absence, paid leave or sick leave;
  - e. Failure to report to work the next scheduled work day following a disciplinary suspension;
  - f. Permanent layoff;
  - g. Temporary layoff exceeding a period of six (6) months or a period exceeding an employee's length of service, whichever is shorter;
  - h. Failure to report for work following a decision of an arbitrator reinstating an employee who was discharged within three (3) working days after being notified by telegram or mail, at the last address in the Employer's records. The Employer shall also send a copy of the notification to return to work to the Union.

#### Section D: Application

1. 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.
2. Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.

3. The awarding of bids shall be based on classification seniority, and then bargaining unit seniority.

#### Section E: Layoff

1. In the event a lay off becomes necessary within a facility, temporary employees shall be laid off first. Probationary employees in the classification affected by the layoff shall be laid off next.
2. Following the layoff of temporary and probationary employees, as defined in I, above, non-probationary employees at the facility in the classification affected by the lay off shall be laid off in the reverse order of their job classification seniority.
3. If a part-time Employee has greater full-time equivalent seniority than a full time Employee in the same classification who is laid off, the part-time Employee must be willing to accept full-time employment to continue working. For purposes of this section, an employee working thirty-two (32) or more hours per week shall be considered full-time, but may be required to accept a forty (40) hour per week position in order to maintain employment.
4. In the event the need continues for occasional or part-time work, the Employer agrees to offer such work to Employees on lay off status before utilizing PRN employees.
5. Employees to be laid off shall be given at least two (2) weeks notice except in emergency situations. Probationary Employees need not be given any notice prior to layoff. Where entitled, Employees shall receive two (2) weeks pay in lieu of two (2) weeks notice. Employees who do not receive at least two (2) weeks notice shall receive severance pay, paid at the rate of one (1) week for each year of service, up to a maximum of four (4) weeks pay, at the Employee's regular rate of pay in effect at the time of such permanent layoff.

#### Section F: Recall

1. In the event a vacancy occurs in a job classification at a facility, employees who are on lay off from that facility and in that job classification, shall be recalled in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid-off Employee with the most bargaining unit seniority will be recalled if he/she has the ability to do the work, and if not, the next senior Employee will be recalled, and so on.
2. Probationary Employees and those who lose their seniority rights shall have no rights to recall. Recalled Employees shall not be required to serve a new probationary period.
3. Part-time Employees on layoff shall have recall rights to a full-time position only if he/she is willing to work the required schedule of hours of the available position.
4. In the event of a layoff of any Employee, there shall occur only one (1) "bump" by an Employee. The only Employee who may be bumped by the Employee originally

scheduled to be laid off shall be the Employee with the least classification seniority. An employee who is "bumped" shall have no bumping rights.

#### Section G: Promotions

1. In the event the Employer intends to fill a bargaining unit job, the Employer agrees to post available positions, including the building in which the position will be located, within the bargaining unit on the appropriate bulletin boards including the building in which the position will be located. The posting shall remain for a minimum of seven (7) calendar days prior to the filling of such positions unless an emergency requires a lesser period of time stated in the notice. It is understood that the Employer will endeavor to post vacancies as soon as it becomes aware of them. It is understood by the parties that as a result of an employee site transfer of the same title, shift, and FTE status, a separate posting is not required to fill subsequent vacancies as a result of filling a posted position. The employer shall fill subsequent vacancies using the same roster of employees who applied for the initially posted position, regardless of whether they have declined any positions related to the posting.

The Union agrees to withdrawal, with prejudice, its pending arbitration (case number: 01-16-0000-0792).

2. Where a promotional vacancy in a bargaining unit job occurs and two (2) or more Employees are under consideration for such vacancy, the Employer shall promote the Employee with the greatest seniority, unless as between or among such Employees there is an appreciable difference in their ability to do the job. Disputes under this provision shall be subject to the Grievance and Arbitration provisions of the contract.
3. An employee who is promoted shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job if it still exists or a similar job without loss of seniority or other benefits, excepting that if he/she is discharged, his/her rights shall be subject to the Discharge and Penalties provision of this Agreement.
4. Seniority for bidding purposes shall be defined as in Section D, 1 above.
5. No verbal counselings will make an employee ineligible for consideration for a posted position.

#### Section H: Super-Seniority of Delegates

All Delegates of the Union covered by this agreement shall head the bargaining unit, departmental and classification seniority lists for the duration of their term of office. At the expiration of their term of office, or upon their removal or resignation, they shall return to their regular seniority standing. Such super-seniority rights shall apply only in cases of layoff and recall. The number of Delegates protected by Super Seniority shall in no case exceed one per each 25 members or major fraction thereof at any one facility.



## ARTICLE XIII-HOURS

### Section A

The regular work week for all regular full-time employees shall consist of forty (40) hours per week. The regular work week for part-time employees shall not exceed five (5) days. Such hours shall be specified in a position control that fulfills the requirements of the Employer's contract with the City of Philadelphia Prison System. A copy of the matrix shall be made available for review at each site upon request to the HSA. A copy of the matrix and any updates shall also be provided to the Union. Employees shall receive two (2) days off in each full calendar week except in the event overtime is required.

### Section B

Regular full time employees will be entitled to one 30-minute unpaid meal period during their regular work day. Regular part time employees working a shift of four (4) or more hours will be entitled to one 30-minute unpaid meal period. All employees must punch in and out for their thirty (30) minute unpaid meal period. Rest periods may be combined to coincide with the unpaid meal break with prior approval by the supervisor, and on a case-by-case basis, with the employee punching out for the entire approved period. A delay in punching back in from lunch due to an uncommon security delay will not result in a lateness or deduction in paid time off. Employees must leave time to return to work and punch in under normal security requirements.

The parties agree to meet three (3) months after the implementation of this provision to review any pending disciplinary action which may have arisen during the preceding three (3) month period. The discipline will be discussed by the parties before being acted upon. Employees will be timely notified of potential disciplinary actions arising under this provision.

### Section C

Regular full time employees shall be entitled to two (2) paid rest periods of fifteen (15) minutes each working day, and regular part-time employees working a shift of six (6) or more hours shall be entitled to one (1) paid rest period of fifteen minutes each working day. The paid rest periods will be scheduled by the Employer and must be taken at the designated time(s), and cannot be accumulated or be moved to the beginning or the end of the shift. However, rest periods may be combined to coincide with the unpaid meal break with prior approval by the supervisor and on a case-by-case basis.

### Section D

The normal workday shall be eight and one-half (8.5) hours per day which includes a 30-minute unpaid meal period. Full time employees will normally work ten (10) working days in each bi-weekly paid period. Normal work shifts for each pay classification shall be posted in advance by each facility. (EXAMPLE: 7A.M. to 3:30 P.M.; 3 P.M. to 11:30 P.M.; 11 P.M. to 7:30 A.M. or 8 A.M. to 4:30 P.m.; 4 P.M. to 12:30 A.M.; 12 A.M. to 8:30 A.M., etc.) The 'normal' shift will be considered 7 A.M. to 3:30 P.M.; 3 P.M. to 11:30 P.M.; 11 P.M. to 7:30 A. M. The 'normal' shift may be changed on a permanent basis by one hour before or after the starting time without being

considered a change of shift which may only be imposed on the least senior Employee qualified to do the work. Employees regularly scheduled to work a particular shift, *e.g.* days, may request to work a flexible schedule including a different shift, *e.g.* evenings, so long as another employee at the same facility agrees to work a corresponding flexible schedule which results in the two employees working a combined total of two full-time schedules on the two shifts, *e.g.* one employee works three days and two evenings, the other works three evenings and two days. Such arrangements will cease when there are no longer two employees willing to work such corresponding flexible schedules.

Those employees normally scheduled to work weekends shall work a maximum of two (2) weekends per month. Employees with fifteen (15) years of bargaining unit seniority may be required to work a maximum of one (1) out of every three (3) weekends, staff permitting, based on needs of facility not to exceed two (2) weekends per month beginning in the month after they reach fifteen (15) years of bargaining unit seniority.

#### Section E

All Employees are expected to be at their assigned work area on time and ready to work. Employees not at the assigned work area, on time and ready to work, will be given an opportunity to demonstrate that their inability to do so was caused by the action of security personnel before they are penalized. If an employee is sent home by the Employer during inclement weather because they are non-essential, the employee will be paid for the remainder of their scheduled work day and will not be charged benefit time.

#### Section F

Employer agrees to a 12 hour shift program where feasible for contracted staffing coverage.

### ARTICLE XIV-WAGES

#### Section A

The parties agree that on or about January 1, 2014, the employer will provide a form to each current nurse in which the nurse will provide all claimed nursing years of service in states outside of Pennsylvania. The nurse must fill out such form in order to be credited in the future for such nursing service. New hires will be provided the form at the time of hiring and must fill out the form to receive future credit for such nursing service. The form shall be signed and dated by the employee.

Effective as follows, all Employees of record shall have their wage rates increased based on the following:

Years of Experience	First Full Pay Period After December 1, 2019 2.5%	First Full Pay Period After December 1, 2020 2.5%	First Full Pay Period After December 1, 2021 2.5%
0-5 years	\$39.42	\$40.40	\$41.41
6-10 years	\$44.75	\$45.88	\$47.02
11 + years	\$46.09	\$47.25	\$48.43

All existing differentials remain the same.

The above increases are across-the-board and to the wage rates.

### Section B

Management agrees to have all pay issues resolved within 48 hours of Employer acknowledgment.

Employees will receive a bonus as follows:

Anniversary bonus at five (5) years of service: Full-time \$500.00; Part-time \$250.00.

Anniversary bonus at ten (10) years of service: Full-time \$500.00; Part-time \$250.00.

Anniversary bonus at fifteen (15) years of service: Full-time \$500.00; Part-time \$250.00.

Anniversary bonus at twenty (20) years of service: Full-time \$500.00; Part-time \$250.00.

### Section C

Management agrees to have charts, meds and supplies taken from building to building by courier at the current government rate. Employees will be paid mileage at the current government rate when pulled from a facility on the State Road campus and required to drive to a remote facility, e.g. YSC, PAB, Cambria.

## ARTICLE XV - CLASSIFICATION PAY

An Employee who performs any work in any day in a higher-rated classification than that in which normally classified, shall be paid at the higher rate of pay for all hours worked in the higher classification. For the purpose of this Section, time shall be computed to the nearest one-half (1/2) hour.

No Employee shall perform at a higher classification for a period in excess of thirty (30) consecutive working days. At the end of such thirty (30) day period, the higher classified job in question shall be posted as a vacancy for qualified Employees except when the Employee who regularly performs that job is on leave of absence for illness or maternity and is expected to return to work in which case the thirty (30) day period may be extended by the Employer.

### Unclassified Jobs

If the Employer should establish a new position or change the duties of any 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 for such Employee shall be determined by negotiation between the Union and the Employer. If the parties are unable to agree on a wage rate, the matter shall be submitted to arbitration. Prior to the negotiation of the wage rate, the Employer shall submit to the Union the description of the new position or change in the duties of the existing position.

### Job Descriptions

The Union agrees to the Employer's revised job descriptions with the revisions required by the union on March 28, 2017, which will be implemented following ratification of this Agreement. The parties acknowledge and agree that the physical requirements section of the revised job descriptions are not intended to be used as a mechanism to remove employees employed on the date of ratification of this agreement from the jobs they have been able to perform for years.

### Preceptor Pay

The Employer will utilize bargaining unit employees to train newly hired bargaining unit employees through its preceptor program. The Employer shall expand the application of its preceptor program to MAs, X-Ray Technicians, LPNs, RNs, NPs, PAs, MRCs and Couriers shall not be asked to participate as preceptors. Employees may work as a preceptor for a two-week period or other varying lengths, as requested by the Employer, and this time period may be shared with other employees at the request of the Employer. No verbal counselings will make an employee ineligible for participation in preceptor program. Any employees participating as a preceptor shall have \$1.00 per hour added to his or her regular wage rate for time working as a preceptor.

## **ARTICLE XVI - OVERTIME**

### Section A

The Employer retains the right to require Employees to work overtime which will not be done in an arbitrary or capricious manner.

When a vacancy arises after a schedule has been posted at a facility (e.g. due to a call-out), the Employer will fill that vacancy by, in order, (1) seeking volunteers at that facility; (2) seeking volunteers from employees working at other facilities; (3) using any other available means, including temporary and/or PRN employees; (4) as a last resort, mandation. A mandation roster

will be maintained at all facilities. After exhausting all the previous possibilities, the Employer will require qualified employees on duty to work overtime, such selections to be made from the mandation roster on a rotating basis.

#### Section B

Employees shall be required to work overtime only in cases of emergency beyond the control of the Employer. The Employer recognizes that mandation should not be used as a regular staffing mechanism and may only be used to address staff shortages or scheduled vacancies in unusual or rare circumstances. Management will utilize all available resources, i.e. volunteers, prn staff before mandation is used. Refusal of mandation will be reviewed on an individual basis considering circumstances of the refusal.

The employee will be required to work the amount of hours dictated by staffing and patient care needs. In agreement of the mandated employee and management, the mandated hours may be incremented, i.e. one (1) hour, two (2) hours, four (4) hours, or either (8) hours but will not exceed sixteen (16) hours of continuous shift duties.

#### Section C

All employees shall be paid one and one-half (1 ½) times their regular pay for hours or parts of hours worked in excess of forty (40) hours in a defined work week. The calculation of overtime will be based on the Employee's base rate and shall include shift differential if the overtime is worked on the second or third shift.

#### Section D

Unpaid absences, holidays, vacations and pre-scheduled personal days shall not be included in the calculation of overtime.

#### Section E

There shall be no pyramiding of overtime.

#### Section F

Employees shall be given as much notice as possible before such overtime shall be mandated unless there is an unforeseen Emergency as defined in "Supervision and Management." In the event that less than one hour of notice is given the Employee, the Employer will consider all time worked as a mandated occurrence.

In the event an Employee works more than four (4) hours of overtime for a second consecutive shift, the work schedule for the next shift (if there is no day off scheduled) shall begin up to four hours later if the Employee requests. Notification by the employee must occur at the time of the scheduling of the extra shift. (Not limited to mandation).

The employer will pay additional compensation of \$30.00 for each mandated occurrence above and beyond two (2) mandated occurrences per pay period.

**ARTICLE XVII - SHIFT DIFFERENTIAL**

RN's working evening shifts shall receive a differential of \$1.50 per hour.

RN's working the night shift shall receive a differential of \$2.00 per hour.

All employees (except those employees on modified weekend assignments) working the weekend shall receive a weekend differential of \$1.00 per hour.

**ARTICLE XVIII - PAID LEAVE**

**Section A**

Regular full time employees will accrue paid leave from date of hire by Corizon or date of transfer into the Bargaining Unit. Eligible employees must complete three (3) months of service before they can start drawing accrued paid leave for any reason except for holidays that occur during this period.

**Section B**

Eligible full-time employees shall accrue paid leave as follows:

Vacation - 12 days (new hire )	0-48 months
Vacation - 18 days (four+ years)	Above 48 months
Vacation - 20 days (ten+ years)	Above 120 months
Sick - 10 days	
Holiday - 10 days	
Personal - 3 days	

Paid leave (vacation, holidays) may only be used for pre-scheduled, preapproved absences. Sick time may only be for employee's personal illness. Personal days may be used scheduled or unscheduled.

Note: If the company makes significant improvement in their paid leave program within the duration of this contract, these employees will receive those improvements.

**Section C**

1. Non-probationary full-time employees shall receive ten (10) paid holidays per year:

New Year's Day	Norman Rayford Day (August 28)
Martin Luther King Day	Labor Day
Easter or Good Friday	Thanksgiving Day

Memorial Day  
Independence Day

Day After Thanksgiving  
Christmas

Part-time employees who have completed their probationary period shall accrue holidays pro rated on the amount of paid leave provided to full-time employees.

Newly hired Probationary employees are not eligible for paid holidays during their probationary period.

2. All employees who actually work authorized hours on these holidays shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all hours worked on these holidays. All employees who actually work on one of these holidays shall receive paid holiday time off in an amount equal to time actually worked on the holiday up to a maximum of their normal, regularly scheduled shift (*i.e.*, employees normally scheduled to work twelve (12) hour shifts may accrue up to a maximum of twelve (12) hours of holiday time for time worked on a holiday; employees normally scheduled to work eight (8) hour shifts may accrue up to a maximum of eight (8) hours of holiday time for time worked on a holiday). Employees mandated to work on a holiday shall receive hour for hour holiday time for all hours worked on the holiday. They may then take the holiday at a different time sixty (60) days before or after the designated holiday. If the day is not taken in the specified time allowed, it will be forfeited.
3. Employees will work two (2) holidays in winter and two (2) holidays in summer.

#### Section D

1. Vacation may be accumulated to one and one-half (1½) times the employee's annual vacation allowance. Once the maximum is reached, the accrual will cease until such time that the balance in an employee's paid leave account drops below the annual vacation allowance.
2. In November of each year, employees are allowed to "cash in" paid leave hours (*i.e.*, vacation time) (accrued in excess of 16) at 66 2/3% of value. The employee must fill out a "Cash-In Form" and return the form to his/her supervisor. Any forms returned after the designated final "Cash-In" date will not be processed. The schedule of accrual of time is attached as Exhibit D.
3. Vacation hours will not accrue during any pay period in which the employee does not receive pay, unless the employee is fulfilling an annual military training obligation.
4. Vacation shall be based on the eligible employee's regular hourly rate, exclusive of overtime, or any other pay supplements, but shall include shift differential.
5. Vacation shall be taken in units of at least two (2) hours, but shall not exceed forty (40) hours in any regular work week.
6. Vacation exceeding the amount actually accumulated shall not be granted.

7. Vacation benefit hours are not considered "time worked" for the purpose of calculating overtime pay.

Section E

Employee requests for taking a paid leave of absence, with the exception of short-term illnesses and recognized holidays, shall be in accordance with Section E of Article XXIX, Scheduling. Vacation requests shall be submitted in accordance with Article XXIX (E)(1). Requests will be approved or denied within fourteen (14) days of submission to the HSA.

Paid leave for vacation shall be established taking into account the wishes of the Employees and the needs of the Employer. Vacations may be cancelled in the event of an emergency as defined in Article 28, Supervision and Management. Where the number of requests for paid leave for vacation exceed the amount which can reasonably be granted, Bargaining Unit Seniority shall apply. An Employee may be paid vacation pay before starting vacation provided such request is submitted in writing at least two (2) pay periods prior to the start of vacation for periods in excess of one (1) week vacation.

Section F

Paid leave benefits for time off shall not be available to employees between notification of termination or resignation of employment and the actual date of termination or resignation. Paid leave benefits for time off shall not be available to employees after the date the Company has announced, or it has become public knowledge that the contract with the City of Philadelphia has been cancelled. Employees will be entitled to the payment, in lieu of time off, for all accumulated and unused paid leave in their accounts if employment is terminated after three (3) months of service. Paid leave benefits shall not be paid in the event an employee is terminated during the first three (3) months of employment.

**ARTICLE XIX – SICK LEAVE**

Section A

Regular full-time and part-time Employees hired for 24 hours or more per week will accrue sick leave from date of hire or date of transfer into the Bargaining Unit. Eligible employees must complete three (3) months of service before they can start drawing accrued sick leave.

Section B

Eligible employees shall accrue 3.08 hours (10 days annually) each pay period in which they receive pay, and may accumulate up to a total of one thousand (1000) hours in their account.



### Section C

Sick leave is to be used only for the Employee's own illness or injury. Benefits start the first day the employee is absent from work.

### Section D

Sick leave will be based on the eligible employee's regular hourly rate exclusive of overtime or any other pay supplement, but shall include shift differential. Sick leave benefits are not considered "time worked" for the purpose of calculating overtime. Sick leave in excess of that accrued will not be granted.

### Section E

To be eligible for sick leave an employee must provide a doctor's verification that the employee is unable to perform the duties because of the injury or illness, if requested by the Employer. Corizon reserves the right to require a doctor certificate in order for an employee to receive sick leave whenever an employee has been absent for three (3) or more consecutive days, or whenever Corizon has reasonable grounds to believe that the employee is abusing his/her sick leave.

### Section F

Pay will not be granted for any unused sick leave benefits at time of termination of employment. Terminating employees will not be paid sick leave benefits between the time they submit their notice and their termination date. Sick leave benefits will not be paid after the date the Company has announced, or it has become public knowledge that the contract with the City of Philadelphia has been canceled unless the benefits are used to cover a hospitalization.

### Section G

Perfect attendance is defined as no absences or use of sick time off within a rolling six (6) month period of time. Corizon will pay a bonus of \$500 for perfect attendance within a six (6) month period of time.

## **ARTICLE XX – PAID BEREAVEMENT LEAVE**

Regular full time employees shall be granted paid bereavement leave to allow them time to make funeral arrangements when there is a death in their immediate family. Paid leave of four (4) days is provided. "Immediate family" is defined as spouse, child, stepchild, brother, sister, parent, step-parent, domestic partner (as defined by local law or ordinance), and legal guardian standing *in loco parentis*. For other close relatives, Employees will be granted two (2) days of paid leave. Close relative is defined as grandmother and grandfather. At the discretion of the Health Services Administrator or supervisor, an additional two (2) working days without pay can be granted for use in conjunction with paid bereavement if the Employee must travel a considerable distance to make the funeral arrangements. Prior to taking bereavement leave, the Employee must notify the Health Services Administrator or Supervisor. Corizon reserves the right to request documentation for bereavement leave.

## **ARTICLE XXI - JURY DUTY**

Full-time and part-time regular employees will be paid the difference between their base pay (without shift differential) and what they are paid for serving on jury duty. This benefit shall be for no more than six (6) weeks of jury duty in one year. All eligible employees will be required to sign over the check they receive for jury duty. The Employer will issue the Employee's paycheck with no loss of base salary.

## **ARTICLE XXII - UNPAID LEAVE**

### **Section A**

A Leave of Absence (LOA) is an approved unpaid absence from work for a specific reason and a limited period of time for the following reasons:

#### **Family and Medical Leave**

Eligible employees shall be entitled to a total of twelve (12) work weeks during any rolling twelve (12) month period of unpaid Family and Medical Leave in accordance with the Family and Medical Leave Act of 1993 ("FMLA"). All conditions related to granting FMLA leave will be governed by the FMLA. Requests for extensions of FMLA leave shall be granted up to an additional fourteen (14) weeks provided acceptable medical documentation is provided to the Employer. Employees will not be replaced while on such leave.

#### **Personal LOA**

Leave of absence for other reasons will not be unreasonably denied by the Employer to an Employee who has been continuously employed for twelve (12) months. After two (2) weeks of a Personal Leave of Absence, the Employee shall be responsible for making full premium payments normally deducted in accordance with Corizon procedures. If an Employee is not eligible for FMLA, the employee may apply for a medical leave of up to eight weeks if they have been continuously employed for nine (9) months.

### **Section B**

The taking of an LOA shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

### **Section C**

In order to retain seniority, an employee must return to work at the expiration of the LOA.

Section D

Upon return from an approved LOA, an employee will be returned to his/her former position, if available, or a comparable position in the bargaining unit.

Section E

During an authorized LOA, an employee shall not accrue additional benefits. Seniority will not accrue beyond twelve (12) weeks. During an authorized LOA, the employee's continuity of service will be protected, and Corizon will continue to pay the portion of the employee's medical, dental and life insurance premium in accordance with Article 23 of this Agreement, provided he/she is enrolled in the groups prior to the start of the LOA. The Employee shall be responsible for making the health insurance premium payments normally deducted in accordance with Corizon procedures.

Section F

During an authorized LOA, employees are not covered by Corizon professional liability (malpractice) or general liability insurance.

Section G

If an employee accepts other regular employment during a LOA, the leave will be cancelled and employment will be terminated.

Section H

If an Employee is injured or becomes ill as a result of a working condition during the course of any work day and reports the injury or illness to Corizon, Corizon agrees to pay the Employee for time lost from work that day while receiving treatment in a clinic or in a hospital, if required. If, on the orders of a physician, an Employee is kept in the hospital or sent home, said Employee shall be paid for the balance of the work day at his/her regular rate of pay.

In the event that an Employee becomes eligible for benefits under the Pennsylvania Workers' Compensation Law due to sickness or injury as a result of employment, the Employee may use his/her accumulated sick leave for the first seven (7) days of time lost due to such illness or injury.

**ARTICLE XXIII - HEALTH AND WELFARE**

Each full time employee and part-time employee hired to work 30 hours/week or more shall be covered for health benefits as follows:

The parties agree that the Aon Exchange Program remains in effect for calendar year 2017. On January 1, 2018, employees will be eligible for the new standalone Aetna Plan, with the Employer paying 90% of the Bronze Plan, 75% of the Silver and Gold Plans, and 60% of the Platinum Plan.

#### A. Group Medical Insurance

Effective January 1, 2018 and thereafter, per pay period employee contributions for Group Medical Insurance premium shall be increased a maximum of 15% per year within the plan in which the employee is participating in each year of this Agreement. If in any year of this Agreement the annual increase in the Company's premiums payable to its health insurance carriers is below 15%, the increase in the employees' contributions for that year shall reflect the lower amount. A decrease in the Company's subsidy for the Group Medical Insurance is not considered an increase in premium. In the event the annual premium increase proposed is above 15% in a year or the Company decreases its subsidy, the parties agree to reopen this Agreement and bargain concerning the economic impact of the change on bargaining unit employees.

For the duration of this agreement, should the medical insurance carrier's adjustments drop below the amount reflected in these premiums, Corizon will reduce the premium to the employee to the carrier's reduced amount.

All employee premium obligations shall be through payroll deduction. If the total annual premium paid by Corizon is reduced, the employee's cost will be reduced accordingly.

#### Section B

There shall be no significant material reduction in the level of benefits through the life of this contract. In the event a significant and material reduction in benefits occurs, the parties agree to reopen this Agreement and bargain concerning the economic impact of the change on bargaining unit employees.

#### Section C

##### Dental

Per pay period employee contributions for Dental Insurance shall be increased a maximum of 15% per year in each year of this Agreement. If in any year of this Agreement the annual increase in the Company's premiums payable to its dental insurance carriers is below 15%, the increase in the employees' contributions for that year shall reflect the lower amount.

#### Section D

##### Group Life Insurance

The Employer agrees to pay 100% of the premium cost of the basic life insurance for employees who are regularly scheduled to work thirty (30) hours or more per week.

#### Section E

If, at any time, the Employer learns that the Plan was not, is not or will not be in compliance with ACA, and where such non-compliance results, may result, or will result, directly or indirectly, in

a financial penalty to the Employer pursuant to ACA, as it may be amended from time to time, the Employer may make a written request to the Union to reopen this Agreement solely as to the issues set forth in this Article. Upon such notice to open, the parties shall meet and confer as soon as possible with the goal of reaching agreement concerning changes, if any, to this Article that are necessary to ensure that Employer does not receive any financial penalties, directly or indirectly, as a result of this noncompliance.

#### **ARTICLE XXIV - UNIFORMS AND EQUIPMENT**

Employees who are required to wear protective clothing or safety clothing, or to use special equipment (i.e. as required to recommended by OSHA, CDC, state regulations, Federal regulations, etc.), shall be furnished same by the Employer at no cost to the Employee.

The Employer will furnish each bargaining unit employee with two (2) sets of scrubs in December of each year, which shall be ordered from a vendor designated by the Employer.

#### **ARTICLE XXV – TUITION REIMBURSEMENT**

Tuition Reimbursement is available to regular full-time or regular part-time Employees who have completed ninety (90) days of service. Full-time employees may receive a maximum of \$6,000 per year and part-time employees may receive a maximum of \$3,000 per year.

To qualify for reimbursement, all of the following requirements must be satisfied:

1. Advance approval of the proposed course;
2. The Course(s) must be health-related or specifically required for a Healthcare license or degree;
3. The course must be taken at an accredited college, university, or approved institution;
4. A grade of at least "Passing" must be achieved and will be administered as follows:
  - 90% reimbursement for "A"
  - 80% reimbursement for below "A" to passing
5. Proof of payment of tuition must be submitted.

The program does not pay for courses that are primarily of interest to the Employee and do not have a relationship to a position at Corizon.

Each employee shall be entitled to three (3) paid days off to attend conferences which are work-related and approved by the Employee's supervisor as provided by existing company guideline.

Separate from the "Tuition Reimbursement" program, Employees are eligible for up to \$300 per year for Employer approved conferences that will enrich or enhance the Employee's knowledge of their job. The Employer will make tuition reimbursement payments or payments for approved conferences within four (4) weeks of receipt of all required documentation.

The Union agrees to withdrawal, with prejudice, its grievance regarding tuition reimbursement. The Employer agrees not to recollect any overpayments made for tuition reimbursed related to the language amended above.

#### **ARTICLE XXVI - RETIREMENT SAVINGS PLAN**

This bargaining unit is entitled to benefits under the Company Retirement Savings Plan in accordance with the eligibility requirements and benefit levels that exist under the Company's plan at the time Employees apply for benefits. They shall receive any enhancement or change in this benefit as it is offered to all other Employees of the Company.

#### **ARTICLE XXVII - MANAGEMENT RIGHTS**

##### **Section A**

The management and operation of the enterprise and the direction of the work force are vested exclusively with the Employer. All functions of management not specifically limited by the express language of this Agreement are retained by the Employer. The Employer retains all of the powers, rights, functions, responsibilities and authority to operate its business and direct its employees which belonged to the Employer prior to the Union's recognition as the bargaining agent. Among the rights retained by the Employer, but not totally inclusive of those rights, are the sole right to hire, discipline, discharge, layoff and promote; to determine or change the starting or quitting time and the number of hours worked; to promulgate rules and regulations; to assign duties to the work force; to assign or transfer temporarily or permanently employees to other duties as operations may require; to introduce new or improved methods, equipment or facilities; and in all respects to carry out the ordinary and customary functions of management whether or not exercised by the employer prior to the execution of this Agreement. Matters of inherent managerial policy are reserved exclusively to the Employer and include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Company, standards of service, budget, utilization of technology, organizational structure and selection and direction of personnel. The Employer reserves the right to discontinue operations in whole or in part, to transfer, to sell or otherwise dispose of its business in whole or in part, to determine the number and types of employees required, and to otherwise take such measures as management may determine to be necessary to the orderly or economical operation of the business. The management rights set forth above are by way of example, but not by way of limitation. None of these rights shall be exercised in a capricious or arbitrary manner.

##### **Section B**

The Union, on behalf of its employees, recognizes that the employer has a contract with the City of Philadelphia Prison System and that the Employer may take any action required of it by the City under the terms of the contract.

In addition, the Union recognizes the Employer's contractual obligation to the City of Philadelphia, the Philadelphia Prison System, the commissioner of Corrections, and obligation to adhere to current/future consent decrees as mandated by the courts.

## **ARTICLE XXVIII - SUPERVISION AND MANAGEMENT**

Supervisors shall not do work normally performed by members of the bargaining unit, except for the purpose of instruction, supervision, or in the case of emergencies.

An emergency is herein defined as any suddenly arising situation necessitating immediate action by Corizon to protect the safety or health of an inmate or employee, to prevent damage to equipment or facilities, to aid in correcting or repairing malfunctions, inadequate staffing due to unscheduled absenteeism of employees, unforeseen increase in workload.

## **ARTICLE XXIX - SCHEDULING**

### **Section A**

The Employer has the right to establish work schedules and starting times and to change schedules as reasonably necessary for efficient operations. Without limitation to the Employer's exclusive right to establish work schedules, it is the intent of the Employer to give scheduling priority to employees covered by this Agreement and the Employer will make its best effort to accommodate employees' scheduling requests.

### **Section B**

While no employee has a set schedule, it is the intent of the Employer to make a reasonable effort to give employees covered by this Agreement a regular schedule, unless patient care might be compromised. No employee will be expected to find coverage when submitting a time off request, provided the request is made before the posting of the work schedule and the request can be accommodated.

### **Section C**

If after the schedule is posted, a schedule change is necessary, the employee will be given notice in writing as far in advance as possible including the reasons for the proposed change. Reasonable efforts will be made to minimize any inconvenience.

### **Section D**

If after the schedule is posted an employee requests a schedule change, the employee will give as much written notice as is possible, inform the Employer of the reasons and work with the Employer for a substitute within the same classification, subject to the Employer's approval, without incurring overtime. The Employer will make a reasonable effort to accommodate the request. If the request cannot be accommodated, the employee will be required to work as scheduled.

When two (2) employees switch a work day in a workweek, in accordance with the established procedure (which would not result in any overtime), the employees will not be charged the use of paid time.

#### Section E

All fill-ins from the straight-time and overtime needs lists will be done through online computer scheduling.

The Employer shall post the draft of the schedule on the 10<sup>th</sup> day. Employees shall have seventy-two (72) hours from the posting of the draft to report discrepancies. From the 11<sup>th</sup> day through the 15<sup>th</sup> day, employees shall have the opportunity to sign up for vacancies on a straight-time basis. From the 18<sup>th</sup> through the 20<sup>th</sup> day, employees may sign up for shifts unfilled from the first needs list through online scheduling. Overtime will be awarded based on seniority up to a cap of a total of 64 hours per week. By the 22<sup>nd</sup> day of the month, the final draft shall be posted with reference to other assignment. Employees shall have seventy-two (72) hours to report discrepancies. These dates are subject to move forward when they fall on weekends or holidays.

It is understood that employees volunteering to work overtime at a facility other than the facility to which they are regularly assigned shall complete any required orientation for the facility at which they request additional shifts.

#### Section F

To address vacancies in LPN and RN positions and to reduce reliance on PRN employees to fill required positions, the Employer agrees to create and make reasonable efforts to fill the following new LPN and RN positions:

- (1) Float. A regular F/T schedule not assigned to a particular facility to fill vacancies at any facility. Employees assigned to this schedule shall be entitled to a \$1.00 per hour premium over the regular rate for their position.
- (2) Modified weekend assignments consisting of (a) two sixteen (16) hour shifts on Saturday and Sunday, or (b) two twelve (12) hour shifts on Saturday and Sunday plus one eight (8) hour shift during the week. Employees working either of these modified weekend assignments would be paid 36 hours for working 32 hours, and would be entitled to full benefits. Employees working these modified weekend assignments would not be entitled to any weekend differential which will remain payable to other bargaining unit employees. Modified weekend assignments shall receive credit for eighty (80) hours holiday pay and twenty-four (24) hours of personal time. Employees will be paid time and one-half for holiday hours worked. In addition, employees working modified weekend assignments who actually work a holiday on a Saturday or Sunday will receive an additional eight (8) hours.

Effective October 1, 2010, the modified weekend assignment hourly pay rate will be adjusted to include the four (4) hour supplemental in their hourly rate. Employees working modified weekend assignments will have their base rate adjusted as follows: Current rate X 36 hours Divided by 32 = new rate. Effective the first full pay period after ratification



of this Agreement, Employees working a modified weekend assignment will receive sixteen (16) hours pay at the new rate, for each full weekend shift worked. Such rate will be paid only for weekend hours worked. All other hours are paid at current rate. All paid weekend days off will be paid at eighteen (18) hours or sixteen (16) hours at the current rate at the employee's election. Such time shall be debited from the employee's accrued time off (vacation, personal, etc.)

In addition, the Employer agrees to offer and implement Monday through Friday schedules on a position-by-position basis at locations where employees express an interest in such a schedule and where such a schedule is consistent with the staffing needs of the facility. The parties agree to meet within sixty (60) days to discuss implementation of Monday through Friday schedules, employee interest in such schedules and the number of positions that may be created.

In addition to any reports required under Article I, the Employer agrees to provide the Union with information regarding employees hired to work alternative schedules. The Employer further agrees, upon request, to meet with the Union to discuss the extent to which the provisions of this Agreement, including the creation of alternative schedules, have been effective to achieve the goal of increasing the amount of bargaining unit work performed by bargaining unit employees.

Notwithstanding the above, employees cannot work a total of more than sixty-four (64) scheduled hours (this includes their regular hours worked) in a pay week unless approved in advance by the Employer. However, once an employee is scheduled for sixty-four (64) hours, this will not preclude an employee to be contacted, on the basis of seniority, to also work additional hours when unforeseen vacancies arise.

### **ARTICLE XXX - PERFORMANCE EVALUATIONS**

#### **Section A**

Each employee will be evaluated on an annual basis by the employee's supervisor or the Health Service Administrator. All written evaluations placed in an employee's personnel file shall be dated at the time of the evaluation and the employee will indicate that he/she has read the document.

#### **Section B**

Every employee has the right to rebut a performance evaluation in writing. Within ten (10) days of receipt of the written evaluation, the employee must submit his/her rebuttal, which shall be placed in the personnel file attached to the evaluation.

#### **Section C**

An employee may grieve an unsatisfactory evaluation.

## **ARTICLE XXXI - PERSONNEL PRACTICES**

### **Section A**

Any employee, upon request and at reasonable time intervals, shall be permitted to review the contents of the employee's personnel file in the Regional Vice President's office to determine any matter affecting such employee. Information relating to security clearances or the investigation of a possible criminal offense will only be made available to the Employee. A Union representative shall be permitted to review employee records when accompanied by the Employee or upon presentation of a written authorization signed by the employee.

### **Section B**

Notice to review such files (in Section A) shall be given by the employee or the Union, as authorized by the Employee, in writing to the Employer and the files shall be made available by the Employer within two (2) working days after receipt of such notice. The Union agrees not to utilize this right in an abusive or excessive manner.

### **Section C**

No material derogatory to any employee's conduct, work performance, character or personality shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge having had such an opportunity by signing the copy of the material to be filed. However, such signature by the employee shall not indicate concurrence in the contents of such material. The employee shall also have the right to submit a written answer to any material found objectionable and such answer shall be placed in the employee's personnel file. Copies of such material shall be furnished to an employee upon his/her written request for same for use in the grievance procedure provided herein.

## **ARTICLE XXXII - DISCIPLINE AND DISCHARGE**

### **Section A**

The Employer shall determine the appropriate discipline to administer. In so doing, the Employer will consider the seriousness of the offense, the intent, attitude and record of the employee and the conditions under which the offense took place. Where discipline less than discharge is deemed appropriate by the Employer, progressive disciplinary action may take the form of suspension, verbal or written warnings, along with constructive, corrective supervision.

### **Section B**

Non-probationary employees shall only be disciplined or discharged for just cause. Discipline or discharge of non-probationary employees shall be subject to the grievance and arbitration procedure.

### Section C

To maintain their employment, each employee must retain his/her own security clearance from the City of Philadelphia Prison System. If the Prison System directs the Employer to replace an employee for loss of security clearance or for any other reason, it will be deemed just cause for discharge. The Employer will have no further obligations under this Agreement to the employee regardless of the reason for the loss of security clearance or the reason given by the Prison System. Just cause for discharge shall include, but not be limited to (i) loss of security clearance; (ii) the employee is absent for two (2) working days in one week without notifying the Employer, except in a validated emergency; (iii) the employee fails to return to work after a layoff within seven days after the date the notice of the employee's recall from layoff is mailed, which notice shall be in the form of a certified letter sent to the last known address indicated on the Employer's records; (iv) the employee is laid off for a period exceeding six (6) months; (v) the employee exceeds an authorized unpaid leave of absence or fails to obtain an extension.

### Section D

When an employee is terminated or suspended, the Employer shall personally give the employee a written notice setting forth the effective date of the discipline, the form of the discipline (discharge or suspension) and the reason for the discipline, or in lieu thereof send the employee the notice by certified mail.

### Section E

The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of the discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer no later than five (5) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however, commencing at Step 2 of the grievance machinery.

### Section F

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

### Section G

If the discharge of an employee results from conduct relating to an inmate and the inmate does not appear at the arbitration, the arbitrator shall not consider the failure of the inmate to appear as prejudicial.

### Section H

The term "inmate" for the purposes of this Agreement shall include those persons considered to be prisoners of the correctional facility.

## ARTICLE XXXIII – RESIGNATION

### Section A

An Employee who resigns shall give the Employer two (2) weeks notice.

### Section B

An employee who gives notice of resignation, as provided above, or whose employment is terminated, and who has completed his/her probationary period, shall be entitled to receive payment for unused paid leave accrued to the effective date of the resignation or discharge, however, accrued paid leave is not payable to employees terminated for cause by the Employer. If notice is not given as provided above, or an employee has not returned their ID, Body Alarm, Kronos card or issued access cards, an employee shall not be entitled to such payment, provided it was possible for the employee to have given such notice.

## ARTICLE XXXIV - NO STRIKE OR LOCKOUT

### Section A

The Employer agrees that there shall be no lockouts during the term of this Agreement. However, nothing hereunder shall be deemed to prohibit the permanent closing of all or part of the Employer's operations.

### Section B

No employee shall engage in any strike, sit-down, slow-down, cessation or stoppage or interruption of work, boycott, sympathy strike, concerted refusal to work, sickout, job action, refusal to cross a picket line established by another union, local, or groups, or other interference with the operations of the Employer.

### Section C

Should any of the events in the previous paragraph of this No Strike or Lockout provision occur, in addition to any other liability, remedy or right provided by applicable law or statute, the Union immediately upon request of the Employer shall:

1. Publicly disavow such action by the employees;
2. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union;
3. Notify the employees of its disapproval of such action and that such conduct is unlawful and order all employees to cease such action and return to work immediately; and
4. Do everything in its power to prevent its members from participating in such actions, and take all steps as may be necessary to bring about compliance with this Agreement.

#### Section D

Any employee engaging in any activity prohibited by this No Strike or Lockout provision may be subject to discipline up to and including immediate discharge.

#### Section E

In the event of an alleged or asserted breach of this No Strike or Lockout provision, both parties may resort to courts of competent jurisdiction, or may follow the contractual grievance and arbitration procedure.

### **ARTICLE XXXV - GRIEVANCE PROCEDURE**

#### Section A

A grievance shall be defined as any dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof. Grievances shall be processed promptly, and all parties thereto shall make a reasonable effort to adjust to settle such disputes by the following steps:

##### Step 1 - Initial Grievance Handling

Within five (5) business days of the occurrence resulting in a grievance, the grievance shall be presented in writing to the Health Services Administrator ("HSA") for the facility. The HSA shall meet with grievant and union representative(s) to discuss resolution of the grievance within three (3) business days. The HSA shall answer the grievance in writing no later than five (5) business days after meeting with the grievant and the union. The parties shall endeavor to schedule the Step 1 meeting at the convenience of all involved. If necessary and agreeable by the parties, a Union delegate may participate by telephone.

##### Step 2 - Monthly Grievance Meetings

Any grievance not resolved at Step 1 shall be submitted in writing to the Regional Manager or his/her designee within five (5) business days of the date the HSA's answer was received. The Regional Manager or his/her designee will hold a monthly grievance meeting on a day to be agreed-upon (e.g., third Tuesday of every month). The Regional Manager (or his/her designee) and an appropriate representative of the Union shall confer no later than three (3) business days prior to the monthly meeting to identify the grievances to be heard and set an agenda for the meeting. The parties recognize that unforeseen circumstances may require the monthly grievance meeting to be rescheduled and that the number of grievances filed in a particular month may preclude disposition of all grievances to be heard in a single day. In such circumstances, the parties agree to reschedule the monthly grievance meeting or set an additional hearing date to occur within three (3) business days of the regularly scheduled monthly meeting. The Regional Manager or his/her designee shall answer a grievance in writing within five (5) business days after the grievance is presented in accordance with this Article.

Any grievance arising out of the discharge or suspension of an employee shall be presented by the Union at Step 2 by submitting the grievance in writing to the Regional Manager or his/her designee within five (5) calendar days of the action out of which the grievance arises. If at the time the grievance is submitted the monthly grievance meeting is not scheduled to take place for more than ten (10) business days, the parties will agree on a date for the grievance to be presented within ten (10) business days.

The parties also agree that where compelling circumstances exist which require a grievance to be heard prior to the monthly grievance meeting, the Union may request scheduling a separate date to hear that grievance on an expedited basis. It is expressly understood that such requests will not be routine and will only be made in cases involving time-sensitive claims where a delay in hearing the grievance will cause economic or other undue hardship to an employee or employees.

### Step 3 - Mediation

If the parties are unable to resolve a grievance at Step 2, within ten (10) business days after the Regional Manager answers the grievance either party may request that the grievance be submitted to mediation in accordance with the rules of the Federal Mediation and Conciliation Service ("FMCS"). Any grievance not resolved through mediation may be referred to arbitration in accordance with the procedures in Article XXXVI.

### Section B

If the grievance is not satisfactorily resolved in Step 2 or Step 3 above, the grievance may be referred by the Union to arbitration in accordance with the procedure in Article XXXVI.

### Section C

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

### Section D

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 E

Time limits may be extended or waived only by mutual agreement of the parties in writing. Failure on the part of the Employer to answer the grievance at any step shall not be deemed acquiescence thereto. If no answer is given when due, the grievant and/or the Union shall take the grievance to the next step or to arbitration within the time limitations set forth herein, time being of the essence.

### Section F - Class Action Grievances

All class action grievances must be submitted within five (5) calendar days of the action resulting in the grievance to the Regional Manager of the Philadelphia Region. The grievance shall define the class, define the individuals in the class and provide all pertinent details of the grievance. The Regional Manager will have ten (10) calendar days to gather information, hold meetings with authorized Union representatives and respond back to the Union in writing. If the parties are unable to resolve the class action grievance within ten (10) business days after the Regional Manager answers the grievance, either party may request that the grievance be submitted to mediation in accordance with the rules of the Federal Mediation and Conciliation Services ("FMCS"). Any grievance not resolved through mediation may be referred to arbitration in accordance with the procedures in Article XXXVI.

## ARTICLE XXXVI - ARBITRATION

### Section A

Any grievance not satisfactorily resolved through mediation as provided in Step 3 of the Grievance Procedure set forth in Article XXXV may be referred to arbitration within thirty (30) days after the answer in Step 2 is received or is due, or within thirty (30) days after mediation in Step 3 is completed whichever occurs later.

### Section B

Failure to submit a matter to arbitration in accordance with Section A shall constitute an acceptance of the Employer's last answer and a waiver of the right to proceed to arbitration.

### Section C

The arbitration shall be conducted under the Labor Arbitration Rules then prevailing of the American Arbitration Association ("AAA"), except as specifically modified in this Article.

### Section D

#### Subsection 1

The arbitrator shall decide the matter within the scope of this Agreement and consistent with the law and shall have no power to make a determination which adds to, subtracts from or in any way modifies the terms of this Agreement.

#### Subsection 2

In rendering an award, the arbitrator must consider that it is the intent of the parties that the collective bargaining agreement must be administered in good faith by both the Employer and the Union. Further, the parties agree that adherence to the grievance, mediation and arbitration procedures set forth in this Agreement is a core component of good faith. Repeated violations of

the same or similar nature shall also be considered as a sign of lack of good faith. The pursuit by the Union of grievances deemed frivolous shall also be considered as a sign of lack of good faith.

### Subsection 3

(a) Should the arbitrator find that the Employer has failed to act in good faith with respect to a particular grievance, the arbitrator may consider that finding as a factor in deciding the merits of the grievance and/or in determining an appropriate remedy, subject to the limitations set forth in subsection (1) of this Section. For example, in a grievance arising out of disciplinary action, if the arbitrator finds that the Employer has failed to act in good faith, the arbitrator may rely on that finding as a basis for rescinding the disciplinary action without regard to the merits, unless compelling circumstances would prohibit such a decision.

(b) Should the arbitrator find that the Union has failed to act in good faith with respect to a particular grievance, the arbitrator may void subsection (3)(a) of this Section as it applies to grievances filed during the following ninety (90) day period.

(c) In addition to the above, should the arbitrator find that either party has not acted in good faith with respect to a particular grievance, the arbitrator may require that party to pay the full fee of the arbitrator. It is expressly understood that the referral of a grievance to arbitration by the Union's Appeals Committee shall not be considered a lack of good faith by the Union.

### Subsection 4

The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees and shall be subject to the generally recognized scope of judicial review of arbitration awards.

### Section E

Except as provided in Section D(3)(c) above, the Employer and the Union shall share equally the arbitrator's fee and any administrative costs of the arbitration.

### Section F

The parties agree to schedule joint delegate and supervisor training to be conducted by FMCS within sixty (60) days following ratification of this Agreement.

## ARTICLE XXXVII - TECHNOLOGICAL CHANGE

The Employer shall enter into discussions with the Union prior to the Employer implementing a technological change which could result in the layoff of existing employees or in a substantial change in duties to be performed by an employee covered by this agreement. Employees who would be laid off or whose duties are to be changed will be given the opportunity to be trained by the employer to continue to work under the new technology if there are available positions or to perform other jobs in the bargaining unit if there is a current vacancy or a vacancy occurs during the notification period. If an affected employee does not qualify for training or cannot be



satisfactorily trained during the training period, said employee shall be subjected to the layoff provisions of this contract.

### **ARTICLE XXXVIII- SCOPE OF AGREEMENT**

#### **Section A**

The Employer and the Union acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, during the term of this agreement, neither party will be required to bargain concerning any subject, whether or not the subject is covered by this Agreement and whether or not the parties knew of or considered the subject during negotiations.

#### **Section B**

Notwithstanding the above, if conditions are altered for both parties because of actions taken by City of Philadelphia Prison system, the parties may reopen negotiations.

### **ARTICLE XXXIX - 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 provisions of this Agreement are in contravention of the laws or regulations of the United States of America or of the State of Pennsylvania or of any municipality or the Employer's contract with the City of Philadelphia Prison System, such provisions shall be superseded by the appropriate provision of law, regulation or contract, so long as the same is enforced and in effect unless upon demand of either of the parties negotiations are requested to replace the provision; but all other provisions of this Agreement shall continue in full force and effect.

### **ARTICLE XL – ON-CALL DUTY FOR SANE RN's**

#### **Section A**

From time to time, RNs with a SANE Certification may be requested to be "on-call". While on-call, an employee must remain available for direct contact with the Employer by telephone or cellular phone, and to report in to complete any SANE assessments that occur during the on-call period. An employee who is on-call shall thoroughly check the working status of his or her telephone or cellular phone before on-call duty begins, maintain it in operational mode at all times while on-call, and must respond when contacted.

Section B

Compensation for on-call duty will be \$8 for each hour that an employee remains on-call. When an RN is called back to work while on-call, either for a SANE response or to work at a facility, the RN will continue to receive the on-call rate and will be compensated at his/her regular rate of pay or at the overtime rate if the requirements of Article XVI, Overtime, Sections C and D are met from the time they receive the call until the time they clock out, or for a minimum of four hours.

Section C

When on-call duty is needed, the Employer will ask for volunteers based on seniority. An on-call roster will be maintained by job classification within each facility. The Employer agrees to utilize best efforts for the equitable distribution of on-call pay. Employees shall only be on-call on a voluntary basis. No employee shall be mandated to be on-call.

ARTICLE XLI - EFFECTIVE DATE AND DURATION

THIS AGREEMENT shall be in full force and effect for the period commencing October 1, 2019 and ending at Midnight on September 30, 2022.

The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than ninety (90) days immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 16<sup>th</sup> day of July, 2020.

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

By [Signature] 7/16/2020 By \_\_\_\_\_

CORIZON

By [Signature] By [Signature]

**EXHIBIT A - CHECK OFF AUTHORIZATION**

Hospital _____	Social Security No. _____	Init. _____	Job _____	Dues _____	Starting _____
					Fee _____
PLEASE DO NOT WRITE IN ABOVE SPACE--FOR OFFICE USE ONLY					

Cat. \_\_\_\_\_ Amt. \_\_\_\_\_

National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO  
 1319 Locust Street, Philadelphia, PA 19107  
 APPLICATION FOR MEMBERSHIP

Please print

Name \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Apt. \_\_\_\_\_  
 City/State \_\_\_\_\_ Zip \_\_\_\_\_  
 Employed at \_\_\_\_\_ Dept./Job Title \_\_\_\_\_  
 Salary \_\_\_\_\_ Hrs. per week \_\_\_\_\_ Date Hired \_\_\_\_\_  
 Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

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

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

**CHECK-OFF AUTHORIZATION**

Date \_\_\_\_\_, 20\_\_

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 Healthcare Employees, AFSCME, AFL-CIO and become due to it, as my membership dues and/or fees or assessments in said UNION, or such equivalent or related amounts as may be required to fulfill my contractual and lawful obligation. I authorize you to deduct such amount from one or more of my weekly 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 \_\_\_\_\_

**EXHIBIT B – CONSCIENTIOUS OBJECTOR CHECK OFF**

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

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, AFSCME, AFL-CIO, 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 District 1199C, 1319 Locust Street, Philadelphia, PA 19107 fifteen (15) days prior to any termination date of the revocation of this authorization.

Social Security No. \_\_\_\_\_

Clock No. \_\_\_\_\_

Signature \_\_\_\_\_

Department \_\_\_\_\_

Address \_\_\_\_\_

**EXHIBIT C – POLITICAL ACTION FUND CHECK OFF**

**Political Action – Protection For Your Future**

District 1199C Political Action Fund Pledge

*PLEASE PRINT*

Name \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employed at \_\_\_\_\_

Department \_\_\_\_\_ Job Title \_\_\_\_\_

Amount of Pledge \_\_\_\_\_ per month \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

***Register and Vote!***

-----  
District 1199C Political Action Fund  
Check-Off Authorization

Date \_\_\_\_\_

To: \_\_\_\_\_  
(Name of Employer)

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

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

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

**EXHIBIT D – SCHEDULE OF ACCRUAL OF TIME**

**Paid/Sick Leave Accruals for Philadelphia Union  
RN Collaborative Agreement**

**0-48 Months of Service**

Hours Per Week	Data Control	Paid Leave Accrual	Paid Leave Max Accrual	Sick Leave Accrual	Sick Leave Max Accrual
36-40 (includes Baylor)	R1	3,692	144	3,08	1000
30-35	R2	2,954	115.2	2,464	800
24-29	R3	2,215	86.4	1,847	600
16-23		1,476	57.6	1,231	400

**49-119 Months of Service**

Hours Per Week	Data control	Paid Leave Accrual	Paid Leave Max Accrual	Sick Leave Accrual	Sick Leave Max Accrual
36-40 (includes Baylor)	R1	5,538	216	3,08	1000
30-35	R2	4,431	172.8	2,464	800
24-29	R3	3,323	129.6	1,847	600
16-23		2,215	86.39	1,231	400

**120 Months of Service or More**

Hours Per Week	Data Control	Paid Leave Accrual	Paid Leave Max Accrual	Sick Leave Accrual	Sick Leave Max Accrual
36-40 (includes Baylor)	R1	6,154	240	3,08	1000
30-35	R2	4,923	192	2,464	800
24-29	R3	3,692	144	1,847	600
16-23		2,461	96	1,231	400

**SIDE LETTER: CHAIR COMMITTEE**

The parties agree to establish a committee consisting of two (2) members of management and two (2) union members to review the safety of chairs provided to bargaining unit employees. The committee will begin its work no later than fourteen (14) days after ratification of the parties' Memorandum of Agreement. Any chair determined by the committee to be unsafe will be replaced or repaired in a timely manner. The committee will also review the work functionality of chairs provided to bargaining unit members. If the committee deems that chairs are not suitable for the work performed, these chairs will also be considered for replacement. The parties understand and agree to comply with any City of Philadelphia Prison System minimum requirements in replacing any chair.

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