

COLLECTIVE BARGAINING AGREEMENT

between

NORTH PHILADELPHIA HEALTH SYSTEM

and

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

March 16, 2019 to June 30, 2022

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SIDE LETTER NO. 1 - INTAKE WORKER NEW HIRE RATES

MEMORANDUM OF AGREEMENT - LPN & MHW PRECEPTOR PAY

AGREEMENT

This **AGREEMENT** made and entered into the sixteenth (16th) day of March, 2019, by and between the **NORTH PHILADELPHIA HEALTH SYSTEM**, Philadelphia, Pennsylvania, its successors and assigns (hereinafter called the “NPHS” or “North Philadelphia Health System”) and the **NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES (AFSCME), AND ITS AFSCME AFFILIATE DISTRICT 1199C** (hereinafter called the “Union”), acting herein on behalf of the Employees of the said Hospital, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the “Employees.”

WITNESSETH:

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

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

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

ARTICLE 1: RECOGNITION

Section 1.

North Philadelphia Health System recognizes the Union as the sole and exclusive collective bargaining agent for all regular full-time Employees (working fifteen (15) hours or more of the regular full-time work week) in subdivision of the Employer unit comprised of all service and maintenance Employees (as stated in the certification by the Pennsylvania Labor Relations Board, Case #PERA-R-67_E), all licensed practical nurses and corpsmen (as stated in the certification by the Pennsylvania Labor Relations Board, Case #PERA-R-1230-67-E), and all technical and related Employees (as stated in the certification by the Pennsylvania Labor Relations Board, Case #PERA-R-2484-E, and excluding all professional Employees, clerical Employees, supervisors, first level supervisors, confidential Employees and temporary Employees.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all housekeeping Employees, excluding office and clerical Employees, temporary Employees as defined in Section 2, professional Employees technical Employees, confidential Employees, managerial Employees, and guards and supervisors as defined under the Act, employed by the Employer at The Behavioral Wellness Center at Girard, located at 8th Street and Girard Avenue in Philadelphia, Pennsylvania (and the hospital’s other locations).

The Hospital recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time Employees (working fifteen (15) hours or more of the regular full-time work week) in subdivisions of the Employer unit comprised of all nonprofessional Employees (as stated in the certification by the National Labor Relations Board, Case #4-RC-17130 and 4-RC-17131), all full-time, regular part-time (working 15 hours or more per week) and pool nonprofessional Employees of the Employer, including: admissions clericals, cashiers, central processing employees, communications operators, cooks, couriers, darkroom technicians, dietary employees, dietary supervisor/dietary clerk, EKG/Cardiology technicians, engineering employees, environmental services employees, environmental services working supervisors, information services clericals, inpatient billing clericals, laboratory clericals, laundry management working supervisor, medical education secretaries, medical records clericals, medical record coders, medical staffing clericals, nurses assistants, OR secretaries, outpatient billing clericals, pharmacy technicians, phlebotomists, physical therapy aides, quality assurance clericals, radiologic clericals, registration clerks, social services secretary and unit clerks.

Excluded are all other employees, including professional employees, doctors, department heads, administration employees, managers (including in-service director and patient education coordinators and staffing coordinator in nursing), Sisters, independent contractors (including EEG technicians, nuclear medicine technologist, agency nurses, Chaplain, dieticians, director of dietary, and assistant director of dietary), confidential employees (including executive secretary in nursing, executive secretary and secretaries in Administration, personnel department assistants and secretaries in personnel, Home Health Agency employees, guards, and supervisors as defined in the Act (including coordinators in personnel, communication managers of quality assurance, accounting managers, inpatient billing managers, outpatient billing managers, assistant director of Anesthesia, assistant director of Pharmacy, Chief Radiologic Technologist, all head nurses and assistant director Engineering).

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, or who is hired for a special project or to replace an Employee on leave or vacation. Such temporary Employees shall become members of the Union at the end of said three (3) month period; however, this time period may be extended by mutual agreement of the Union and the Hospital.

Section 2.

It is agreed that this contract shall apply and continue in full-force and effect at any location to which North Philadelphia Health System may move. It is further agreed that this contract shall apply to any new or additional facilities of North Philadelphia Health System and under its principal direction and control with a fifty (50) mile radius of the City of Philadelphia.

Section 3.

To the extent permitted by law, whenever North Philadelphia Health System hereafter shall enter into an affiliation agreement with the City of Philadelphia, the Hospital shall extend recognition to the Union hereunder for the Employees employed by North Philadelphia Health System under such affiliation and the Agreement shall apply to such Employees and to such Employees under North Philadelphia Health System supervision and payroll or both.

Section 4.

Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining units covered by the Agreement, as defined in Section 1 hereof.

Section 5.

At the time a new Employee subject to the Agreement is hired, North Philadelphia Health System shall deliver to an Employee a written notice that NPHS recognizes and is in contractual relations with the Union and quoting or paraphrasing the Union Security and Check-Off provisions of this Agreement.

Section 6.

Part-time Employees covered by the Agreement shall receive fringe benefits, wage rates and wage increases hereunder pro-rated to that of a full-time Employee:

(a) The parties agree that it is a desirable objective to have full-time jobs in the industry, but recognize that there may be a continuing need for part-time Employees;

(b) All Employees who have worked for an average of the regular full-time work week for any consecutive four (4) months will become full-timers effective upon ratification of this Agreement;

(c) As of the execution of this Agreement, all part-timers will be eligible to be covered by the Job Security Program in the event of layoff on the same terms as full-time Employees, provided the following:

1. A part-timer must be eligible to receive unemployment insurance. Any part-timer who is laid off and is not eligible to receive Job Security payments will be entitled to participate in the hiring process.

2. All part-time Employees eligible to receive unemployment insurance who are laid off for reasons covered by the Job Security Program are eligible for Job Security funding provided they have served for a minimum of ninety (90) days and have worked a minimum of seven (7) hours per day (35 hour work week) or seven and one-half (7.5) hours per day (37.5 hour work week). Eligibility for Job Security payment shall not exceed the length of time any such laid off Employee has worked, but in no event to exceed one (1) year.

(d) An institution-based Labor-Management Committee may undertake an analysis of why part-time employment exists and measures which can be instituted to create more full-time employment;

(e) All relevant information regarding part-timers will be provided to the Union and to the Labor-Management Committees; and

(f) All disputes involving interpretation or the application of this Agreement regarding part-timers may be referred to the Contract Interpretation and Policy committee process.

ARTICLE II: UNION SECURITY

Section 1.

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

Section 2.

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

Section 3.

All Employees hired after the effective date of this Agreement shall become members of the Union no later than the thirtieth (30th) 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 4.

For the purpose of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders his/her 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 hold NPHS harmless from 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 NPHS for the purpose of complying with any of the provisions of this Article or any other provisions of the Agreement relating to any requirements of membership in the Union, or obligations of Union members or by reason of NPHS's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any actions taken or not taken by the Union.

ARTICLE III: CHECK-OFF

Section 1.

Upon receipt of written authorization from an Employee in the form annexed hereto as Exhibit "A", the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's 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 2.

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

Section 3.

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

Section 4.

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.

Section 5.

Such Employees shall be required, as a condition of continued employment, to remit to either Lupus Foundation, Sickle Cell Anemia Foundation, or the American Cancer Society, recognized and valid charities under section 501(c)(3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be checked-off by the Employer from the Employee's pay at the same time and 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 6.

If any such Employee who holds conscientious objections request 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.

(a) 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;

(b) The Employees shall not have the right, authority or ability to designate, engage or otherwise hire his own attorney to prosecute his 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;

(c) If fees are due and owing to the Union under this provision, such fees, if not paid when billed, 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; and

(d) Any disputes arising between the Union and the Employee concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 7.

Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "C" the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's first sixty (60) calendar days of employment, the sum specified in said authorization and remit same to the District 1199C Credit Union to the credit or account of said Employee.

Section 8.

The Employee 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 units, or (c) layoff from work or (d) an agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or 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, except that deductions from terminated Employees shall be governed by Section 1 hereof. This provision, however, shall not relieve any Employees of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing.

Section 9.

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 10.

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 11.

The Employer agrees to furnish the Union each month with the names of newly-hired Employees, their addresses, social security numbers, classifications or work, their dates of hire and names of terminated Employees, together with their dates of termination, and names of Employees on leaves of absence.

Section 12.

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.

Section 13.

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

ARTICLE IV: UNION ACTIVITY, ACCESS TO HOSPITAL, AND BULLETIN BOARDS

Section 1.

NPHS agrees that representatives of the Union, who may be local, district or national representatives, after first notifying the Director of Personnel or his/her designee, shall have reasonable access to all areas where members work except patient rooms and locked psychiatric units on the premises of NPHS at any time during working hours to conduct Union business relative to the application or interpretation of this Agreement.

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 shall have sufficient time to perform such duties during working hours.

The work schedules of Employees elected a Union Delegates shall be adjusted to permit attendance at regular delegate assembly meetings providing that Hospital operations shall not be impaired.

When a Delegate finds it necessary to enter a department of NPHS in the course of the performance of his/her duties as a Delegate, he shall first seek the approval of the Personnel Office or the Head of the Department or his/hers designee as NPHS shall so state. Such visits shall not interfere with the operation of NPHS. Such approval shall not be unreasonably withheld.

NPHS shall cooperate with the Union in scheduling one (1) four (4) hour period without loss of pay during the contract term in order for Union Delegates to become familiar with the terms of this Agreement.

NPHS shall provide enclosed bulletin boards for the exclusive use of the Union for the purpose of posting Union notices. Such bulletin boards shall be placed conspicuously and at places readily accessible to Employees in the course of employment.

ARTICLE V: NO DISCRIMINATION

Section 1.

Neither NPHS nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex, handicap or age.

ARTICLE VII: JOB SECURITY FUND

Section 1.

(a) Under the Job Security Program described hereinafter, a laid off Employee who loses his/her job as a result of restructuring will be for up to eighty percent (80%) of his/her salary inclusive of unemployment compensation and health coverage for themselves and their families under the same conditions that prevail in the present Agreement, as may be determined by the Contract Interpretation and Policy Committee in accordance with the procedures set forth in Section 11 herein, provided that the maximum period of time for which any covered Employee may receive Job Security payments and benefits is one (1) year, but no Employee may receive benefits for longer than the period the covered Employee has been employed;

(b) The training and placement process will apply to these laid off Employees as determined by the Job Security Program;

(c) Mandatory re-hiring of laid off Employees will be conducted in accordance with the recall section of this Agreement (Article IX, Section 6);

(d) An Employee is not covered in the event the institution is faced with a severe economic downturn placing that institution in jeopardy of closing and requiring the reduction of its staff; the issue of the appropriateness and the number of layoffs will be determined by the Employer.

(e) The Job Security Program will have full access to all relevant information and cooperation from Human Resources Departments and District 1199C Chapter Job Committees for maximum placement of laid off Employees; and

(f) Henceforth all layoffs will be by bargaining unit seniority within classifications or groups.

Section 2.

The following two (2) institution-wide job classification groupings shall apply to all Employees for Job Security Program purposes:

(a) All entry-level non-skilled jobs;

(b) Uniform clerical entry jobs, i.e., clerk, clerk typist, mail room clerk, admitting clerk, receptionist, ward clerk, accounting clerk, etc., except those requiring specialized skills; and The parties agree to meet to prepare appropriate modifications to the above list(s).

Section 3.

Amend the accretion clause as follows:

(a) Fifteen (15) days' notice to the Union subsequent to the completion of arrangements for all expansion, acquisitions, sales, new facilities, mergers within Philadelphia, Bucks, Delaware, Montgomery and Camden Counties.

ARTICLE VIII: PROBATIONARY EMPLOYEES

Section 1.

All full-time Employees covered by this Agreement shall be considered probationary Employees for a period of three (3) months from the date of employment, excluding time lost for sickness or other leaves of absence.

Part-time Employees shall be considered probationary employees for a period of five (5) months from the date of employment, excluding time for sickness, or other leaves of absences. If mutually agreed upon, the probationary period may be extended for thirty (30) days.

During or at the end of the probationary period NPHS may discharge or suspend any such Employee for any reason and such suspension/discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE IX: SENIORITY

Section 1. Definition

(a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity at NPHS; and

(b) Classification seniority is defined as the length of time an Employee has worked continuously in a specific job classification within a Department.

Section 2. Accrual

(a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his last hire;

(b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of maternity leave, provided that the Employee returns to work immediately following the expiration of such level of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of six (6) months of the length of an Employee's continuous employment, if the Employee is recalled into employment; and during a sick leave of up to six (6) months;

(c) Classification seniority shall accrue during the periods specified in (b) above and during the time an Employee works in a specific job classification;

(d) Temporary Employees, as defined in Article 1, Section 1 shall have no seniority during the time they occupy the status of temporary Employees, but should any temporary Employee become a permanent Employee, then his seniority shall be retroactive to the date of employment; and

(e) Part-time Employees who are regularly scheduled to work more than fifteen (15) hours per week shall accrue seniority as set forth in (a), (b) and (c) above.

Section 3. Loss of Seniority

An Employee's seniority shall be lost when an Employee:

(a) Quits, resigns or takes a job elsewhere when his regular work is available at NPHS;

(b) Is discharged for cause;

(c) Is laid off for a period of one (1) year or a period exceeding the length of the Employee's continuous service, whichever is less;

(d) Fails to report for work following a recall from layoff or 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 NPHS's records to return to work. NPHS shall also send a copy of the notification to return to work to the Union;

- (e) Fails to return to work following the end of a leave of absence, vacation or sick leave unless the Employee presents an excuse acceptable to NPHS;
- (f) Is employed by another Employer during a leave of absence except for Military duty;
- (g) Fails to return to work following a disciplinary suspension; and
- (h) Is absent for seventy-two (72) consecutive hours without notifying NPHS unless the Employee was unable to do so.

Section 4. Application

- (a) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to the Agreement.
- (b) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided; and
- (c) Employees specifically covered by this Agreement, more than fifty percent (50%) of whose pay is charged to a special or non-budgetary fund and who are informed at the time of their hire or at the time of transfer that their employment is for a special non-budgetary or research project and subject to this provision, shall, for the purpose of layoff, be considered to have classification seniority which may be exercised only within the project or grant to which assigned. Such Employees shall be considered to have bargaining unit seniority for purposes of transfer or recall to a vacant position outside of the special project, provided in each case that NPHS determines that the Employees retained or recalled have the ability to do the work.

Such determination by NPHS shall not be arbitrary.

Employees, fifty percent (50%) or more of whose pay is charged to NPHS's budget, shall be considered as having seniority on that basis and not under a grant.

Section 5. Layoff

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

- (a) Reduction in force shall be by job classification within a department;
- (b) Probationary Employees within the classification shall be the first affected, then temporary Employees in the same classification, and they shall have no right to bump any Employee.
- (c) After probationary Employees and temporary Employees, classification seniority shall apply;
- (d) An Employee who is given a notice of layoff may, within two (2) days of receiving said notice, bump the least senior Employee, based upon departmental seniority, in the same

department, so long as the Employee has the skill, physical ability and present ability to do the job;

(e) In the event an employee is given notice of layoff and no openings exist in their department into which they can bump, said Employee within two (2) days of receiving said notice may bump the least senior employee in the institution if the employee had previously successfully held the position;

(f) In the event an Employee is scheduled to be laid off in one (1) department and there exists a vacant position or a position filled by a probationary Employee in another department which the Employee has the present ability to perform, then bargaining unit seniority shall prevail in assigning such Employees scheduled to be laid off to such vacant position filled or position filled by a probationary Employee. This provision is not intended to circumvent paragraph 8 of this Article.

(g) In no event may an Employee bump into a higher-rated job;

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

(i) If a part-time Employee has greater 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; and

(j) In the event of layoff, Employees who have over one (1) year of continuous service shall receive severance pay in the amount of one (1) week at straight time.

Section 6. Recall

Employees laid off shall be recalled by job classification in the inverse order of their layoff. If a vacancy occurs in a job classification where no laid-off Employee has recall rights in that classification, laid-off Employees within that department shall be given next consideration, provided, in the opinion of the Employer, they have the present ability to perform the work. Departmental seniority shall govern where present ability to perform is considered equal.

The Employer will recall other Employees outside the department so long as they have the present skill and ability to perform the work.

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

Probationary Employees laid off shall not have recall privileges.

A part-time Employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours.

Section 7.

(a) It is agreed in principle, that for the purpose of applying seniority to recalls and to vacant positions and to layoffs, Employees in job classifications of similar types and requiring similar skills shall be grouped together; and

(b) In the event of a layoff of any Employee, there shall occur only one (1) "bump" at North Philadelphia Health System. 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 8. Promotions

(a) Where a promotional vacancy in a bargaining unit job occurs and two (2) or more Employees are under consideration for such vacancy, NPHS 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. Dispute under this provision shall be subject to the grievance and arbitration provisions of the contract; and

(b) An Employee who is promoted shall serve the same probationary period on the new job as a new hire. If he/she 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.

Section 9. Combining and Restructuring Jobs

(a) The institution shall give the Union thirty (30) days' notice in writing of its intention to combine jobs, to restructure existing jobs or to create new classifications. The Union may request a meeting to discuss the Employer's proposal including the proposed wage rate.

If the parties disagree about job content or wage rates, the Employer and the Union may invoke a facilitation process (as provided in Article 11).

If there is disagreement on the proposed rate, the Union may submit that issue to arbitration. In no event shall this procedure delay implementation of the Employer's proposal. An individual shall have portability of Union membership wherever Union and non-Union jobs are consolidated;

(b) In the event the Employer, as a result of restructuring, transfers an Employee covered by the Agreement to a lower-rated position or reduces his/her hours, the Employee shall have the option to:

1. Accept a lump sum payment equal to the difference between the Employee's old hourly rate and his/her new hourly rate for the new hours scheduled for one (1) year; or

2. A guarantee for a period of two (2) years that the Employee's hourly rate shall be no lower than eight-five percent (85%) of his/her old hourly rate for a period of two (2) years from the date of the transfer.

Section 10. 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 four percent (4%) of the bargaining unit.

ARTICLE X: HOURS

Section 1.

The regular workweek for all full-time Employees shall consist of the number of hours per week regularly worked by such Employees as of June 30, 1975. The regular workweek for part-time Employees shall not exceed five (5) days or thirty-seven and a half (37 1/2) hours per week. Employees shall receive two (2) days off in each full calendar week except in the event of overtime.

Section 2. Rest Periods

Full-time Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each in each working day, as assigned by NPHS. Employees who work a full half shift shall be entitled to one (1) such fifteen (15) minute rest period.

Section 3. Reporting Time

Any Employee who reports for work at the scheduled time shall be given the opportunity to work the number of hours scheduled or in lieu thereof, shall be paid for four (4) hours of work.

Section 4. Change of Starting Time

In the event that NPHS wishes to change an Employee's starting time, the Employee shall be notified in writing of such change one (1) week in advance, except in emergencies or conditions beyond NPHS's control; provided, that the starting time of an Employee may not be varied by more than four (4) hours. This provision shall not apply to probationary Employees.

Section 5. On Call and Call-Back

(a) All Employees required by NPHS to be on-call off Hospital premises shall receive during such time fourteen dollars (\$14.00) per each period of on-call duty. In addition, Employees on-call when called to work at other than during their normal work hours shall be paid one and one-half (1 1/2) times their regular rate of pay for all such hours worked outside of their normal work day, with a guaranteed minimum of pay for four (4) hours work;

(b) All Employees required by NPHS to be on-call on Sundays shall receive pay for each period of on-call duty in accordance with past practice and if called to work at other than during their normal work hours shall be paid one and one-half (1-1/2) times their regular rate of pay for all such hours worked outside of their normal work day, with a guaranteed minimum of pay for four (4) hours work; and

(c) Employees who are not "on-call" but are called back to work shall receive fourteen dollars (\$14.00) and in addition shall be paid one and one-half (1-1/2) time their regular rate of pay for all hours worked outside of their normal work day, with a guaranteed minimum of pay for four (4) hours work; and

(d) NPHS will use its best efforts so that Employees shall be granted twenty-six (26) weekends off.

ARTICLE XI: WAGES

Section 1.

An employee hired before April 1, 2019, shall remain or be placed at the appropriate place on the following pay scale:

POSITION	RATE
ARA	\$ 14.5197
ARA (LEAD)	\$ 15.1705
COMMUNITY RECOVERY SPECIALIST	\$ 15.9145
DATA ENTRY CLERK	\$ 17.8254
DRIVER	\$ 18.0417
FILE CLERK	\$ 16.7452
SENIOR FINANCIAL COUNSELOR	\$ 19.9115
FINANCIAL COUNSELOR	\$ 16.92
GENERAL CLERK	\$ 17.0055
INTAKE WORKER	\$ 18.2151
LAB ASSISTANT/DRIVER (Phlebotomist)	\$ 17.8286
LPN	\$ 25.8522
MA ELIGIBILITY COORDINATOR	\$ 20.7823
MEDICAL RECORD ANALYST	\$ 17.5391
MEDICAL RECORD CLERK	\$ 17.0055
MEDICAL RECORD CODER (CERTIFIED)	\$ 21.7689
MEDICAL RECORD CODER (NON-CERTIFIED)	\$ 20.5715
MEDICAL REC CORRESPONDENCE SECRETARY	\$ 18.2799
MEDICAL RECORD TRANSCRIBER	\$ 17.2268
MEDISGROUP ABTRACTOR	\$ 20.1811
MENTAL HEALTH WORKER	\$ 15.9123
PATIENT ACCESS REPRESENTATIVE	\$ 17.8254
PRINT SHOP WORKER	\$ 17.8286

RECEPTIONIST CLERK	\$ 17.0055
REGISTRATION CLERK	\$ 17.8286
SECRETARY A	\$ 18.2961
SECRETARY B	\$ 17.5521
STOREROOM CLERK	\$ 18.0301
STOREROOM CLERK (LEAD)	\$ 19.4709

An employee hired on or after April 1, 2019, in the position listed below shall be hired at the following applicable rate:

POSITION	RATE
ARA	\$ 14.5197
ARA (LEAD)	\$ 15.1705
COMMUNITY RECOVERY SPECIALIST	\$ 15.9145
DATA ENTRY CLERK	\$ 16.04
DRIVER	\$ 16.24
FILE CLERK	\$ 15.07
FINANCIAL COUNSELOR	\$ 16.92
GENERAL CLERK	\$ 15.30
LAB ASSISTANT/DRIVER (Phlebotomist)	\$ 17.8286
LPN	\$ 25.8522
MA ELIGIBILITY COORDINATOR	\$ 18.70
MEDICAL RECORD ANALYST	\$ 17.5391
MEDICAL RECORD CLERK	\$ 17.0055
MEDICAL RECORD CODER (CERTIFIED)	\$ 21.7689
MEDICAL RECORD CODER (NON-CERTIFIED)	\$ 20.5715
MEDICAL REC CORRESPONDENCE SECRETARY	\$ 18.2799
MEDICAL RECORD TRANSCRIBER	\$ 17.2268
MEDISGROUP ABTRACTOR	\$ 20.1811
MENTAL HEALTH WORKER	\$ 15.9123
PATIENT ACCESS REPRESENTATIVE	\$ 16.04
PRINT SHOP WORKER	\$ 16.05
RECEPTIONIST CLERK	\$ 15.30
REGISTRATION CLERK	\$ 16.05
SECRETARY A	\$ 16.47
SECRETARY B	\$ 15.80
STOREROOM CLERK	\$ 16.23
STOREROOM CLERK (LEAD)	\$ 17.52

Each Employee on the payroll of NPHS and covered by this Agreement shall receive increases, if any, as follows:

(a) Effective as of July 1, 2019, each Employee working in the following positions shall receive an increase of 2% or \$0.50 per hour, whichever is greater: ARA; ARA (Lead); Community Recovery Specialist; LPN; Medical Record Coder (Certified); Medical Record Coder (Non-Certified); and Mental Health Worker. Employees in other positions shall receive an increase of 2%.

Each full-time employee (i.e., 30 or more hours per week) on the payroll on the date of ratification shall receive a one-time ratification bonus of \$300, less lawful deductions and withholdings. Each part-time employee (i.e., less than 30 hours per week) on the date of ratification shall receive a one-time ratification bonus of \$150, less lawful deductions. Such bonuses shall be paid within ten (10) business days of ratification.

(b) Effective as of July 1, 2020, each Employee shall receive an increase of 2.5%.

(c) Effective as of July 1, 2021, each Employee shall receive an increase of 3%.

Section 2.

The minimum rates for each labor grade or classification shall be contained in a stipulation annexed hereto.

Section 3.

Wherever in this Agreement the phrase "regular pay" appears, it shall be deemed to include shift and specialty differentials but shall exclude overtime and on-call pay.

Section 4.

No Licensed Practical Nurse shall sustain a reduction in wage rate if there is a change in the Licensed Practical Nurse job content or job requirement.

Section 5.

Licensed Practical Nurses who assume desk responsibilities for a nursing unit for a period of four (4) or more hours in any one (1) day, shall receive, in addition to regular wages, a sum of twenty-five cents (\$.25) for each full hour they assume such responsibility during such day.

ARTICLE XII: CLASSIFICATION PAY

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

An Employee performing work outside of his/her normal classification shall, upon completion of work at the higher classification, be given credit for the number of hours worked at the higher classification and this shall be recorded in the Employee's personnel file.

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 NPHS. NPHS agrees not to abuse this provision.

ARTICLE XIII: OVERTIME

Section 1.

NPHS will assign, on an equitable basis required pre-scheduled overtime (and on-call duty, if assigned) among qualified Employees. Employees shall be required to work overtime when necessary for the proper administration of NPHS.

When it becomes necessary to work overtime in a department, that department shall attempt to secure volunteers from within the classification where overtime is needed within the department to work the overtime. In the event a substantial number of employees volunteer for overtime, it shall be assigned on a rotating basis, and in accordance with seniority.

If NPHS cannot secure sufficient volunteers to perform the overtime work, then Employees shall be required to perform the overtime work on a rotating basis, and in accordance with Seniority.

Section 2.

All Employees shall be paid one and one half (1 -1/2) times their regular rate of pay for hours or parts of hours worked in excess of the regular workweek. There shall be no pyramiding or double payment under this article.

Section 3.

The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, jury duty days, and condolence days.

Unpaid absences shall not be considered as time worked.

Section 4.

There shall be no pyramiding of overtime.

ARTICLE XIV: SHIFTS AND SHIFT DIFFERENTIALS

Section 1.

Employees regularly working on shifts whose straight-time hours end after 7:00 P.M. or begin prior to 6:00 A.M. shall receive a shift differential of ten percent (10%) of their regular hourly rate.

Section 2.

The shift differential shall be included when calculating an Employee's holiday, vacation, overtime and sick pay only, and shall not be included for any other benefit whatsoever.

Section 3.

Employees shall work on the shift, shifts, or shift arrangements for which they were hired.

Section 4.

Whenever an Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he is then working and if more than one (1) Employee applies, such change shall apply to the Employee with the most classification seniority qualified to do the work.

Notwithstanding the foregoing, an Employee shall have preference over new Employees in filling vacancies on another shift in the classification in which he is then working.

Section 5.

The foregoing shall not interfere with any training program requiring rotation of shifts.

ARTICLE XV: HOLIDAYS

Section 1.

Employees, after their first thirty (30) days of employment, shall be entitled to a total of eleven (11) paid holidays within each calendar year, except as otherwise provided in 3 (b) below.

Section 2.

At least ten (10) such holidays specified in Section 1 above shall be legal holidays, as specified below:

New Year's Day	Independence Day
Martin Luther King's BD (1/15)	Labor Day
President's Day	Norman Rayford Day (8/28)
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

*** Martin Luther King's Birthday shall be observed on the National Day of celebration ***

Employees shall be entitled to one (1) Personal Day with pay. The Personal Day shall be scheduled in advance at the Employee's option and with the approval of NPHS. Once scheduled, Personal Days shall not be canceled except in an emergency.

Section 3.

(a) Recognizing that the Employer works every day of the year and that it is not possible for all Employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis;

(b) In the event an Employee is required to work and actually works on any of the legal holidays specified herein, he/she shall be paid at the rate of time and one-half (1/2) his regular pay for all hours worked on the holiday, and shall, in addition, receive an additional day off with regular pay within thirty (30) days of the holiday, or an extra day's pay in lieu thereof, as determined by NPHS. If an employee calls out or does not work on a holiday they are scheduled to work, and fails to provide written verification from the employee's medical provider documenting the need for the absence, it will result in the loss of the holiday and no additional time off with pay will be granted. Furthermore, if an employee approved to have a holiday off calls out on their last scheduled shift before and/or their first scheduled shift after said holiday, it will reduce in the loss of the holiday.

(c) If a legal holiday falls on an Employee's regularly scheduled day off, the Employee shall receive an additional day's regular pay or a day off with regular pay within thirty (30) days of the holidays;

(d) If a legal holiday falls during an Employee's vacation, at the option of NPHS, the vacation shall be extended by one (1) day, or the Employee shall receive an extra day's regular pay or a day off with regular pay. In making the determination, NPHS will take into consideration the Employee's expressed preference; and

(e) NPHS shall publish a schedule at the beginning of each year the dates on which the above noted holidays shall be celebrated; premium pay shall be paid to those Employees who work the majority of their shift hours on the scheduled holiday.

ARTICLE XVI: VACATIONS

Section 1.

All Employees shall be entitled to accrued vacations each year follows:

<u>Period of Continued Employment</u>	<u>Amount of Paid Vacation</u>
One (1) Year but less than Five (5) Years	Two (2) Weeks
Five (5) Years but less than Ten (10) Years	Three (3) Weeks
Ten (10) Years or More	Four (4) Weeks

Section 2.

Vacation schedules shall be established taking into account the wishes of the Employees and the needs of NPHS. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail, based solely by the institution.

Section 3.

No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accrued from year-to-year and Employees will not be compensated for vacation time not taken.

Section 4.

Vacation pay shall be based upon the Employee's regular pay.

Section 5.

An Employee shall not be paid his/her vacation pay before starting his/her vacation. Vacation pay will not be deferred. Vacation pay will be made as part of the normal payroll process.

Section 6.

Absences due to established illness, maternity leave or injury not exceeding five (5) weeks shall be considered as time worked in determining the amount of vacation pay for Employees with from more than one (1) and up to and including but not exceeding five (5) years of service.

For Employees with service beyond five (5) years, the period shall be thirteen (13) weeks. If such absence extends into an Employee's scheduled vacation period, the vacation shall be postponed and another period assigned. If disability due to illness, maternity or injury begins after an Employee commences his vacation, the original vacation shall remain in effect. Substantial proof of such illness, maternity or injury must be provided by the Employee upon return to work after any absences caused by such illness, maternity or injury.

Section 7.

Hours of vacation pay for each week of vacation to which an Employee may be entitled as above defined shall be computed on the basis of the average number of hours per week actually worked as above defined, including premium hours, during the twelve (12) calendar months immediately preceding the Employee's absence.

Section 8.

All involuntary absences as herein limited which exceed the aforesaid five (5) or thirteen (13) week periods shall not be deemed nor considered as time worked in computing vacation pay and vacation pay for such Employees shall be pro-rated by relating the number of weeks actually

worked during the vacation eligibility year with the number of days or weeks such Employee would have been contractually entitled to had he/she worked the entire vacation eligibility year.

Section 9.

An Employee who has quit or who has been discharged or who has lost his/her seniority pursuant to the terms of the Seniority provision of this Agreement and who has not received his/her vacation from work with pay to which he is entitled shall receive a vacation allowance, the amount of which is to be calculated in accordance with the last preceding paragraph.

Section 10.

The vacation year shall be from June 1st to May 31st.

ARTICLE XVII: SICK LEAVE

Section 1.

Sick leave is defined as the absence of an Employee from his/her regularly scheduled work, because of illness or an injury which is non-work connected and not compensable under the Pennsylvania Worker's Compensation Laws.

Section 2.

(a) Upon completion of a regular full-time Employee's probationary period, he/she shall earn paid sick leave at the rate of one (1) day for each month of continuous employment retroactive to his/her date of hire up to a maximum of fifty (50) days. An Employee shall be entitled to borrow on his/her full first year's entitlement up to six (6) days and shall be entitled to borrow on his/her entitlement of successive years up to six (6) days annually thereafter on or after his/her anniversary date. Sick leave pay shall be based on the Employee's regular pay.

(b) Effective 7/1/95, the above shall apply as it related to borrowing to all Employees on the payroll as of 7/1/95 and have three (3) years or more seniority.

Section 3.

An Employee may not accumulate more than fifty (50) days of sick leave. Employees who currently have more than fifty (50) days will be grandfathered at their current number of days up to one hundred twenty (120) days. Under no circumstances will they be permitted to exceed their current number of carry over days.

Section 4.

Unused sick leave shall not be paid upon any Employee's termination of employment. However, Employees retiring at or after age sixty-two (62) with at least fifteen (15) years of service shall be paid for accumulated sick leave up to a maximum of fifty (50) days.

Section 5.

NPHS reserves the right to require a doctor's certificate in order for an Employee to receive sick leave for absences of three (3) or more days. An Employee, to qualify for sick leave, must notify his/her supervisor of his/her absence at least two (2) hours before the start of his/her regular scheduled workday unless proper excuse is presented for the Employee's inability to call.

Section 6.

Employees will continue to earn vacation and holiday benefits while out on paid sick leave. However, holidays falling within an Employee's paid sick leave will be granted only after the Employee has returned and has worked for two (2) weeks.

Section 7.

Employee on a leave of absence or on layoff shall not earn sick leave under the provision of this Article.

Section 8.

All regularly scheduled part-time Employees working fifteen (15) hours or more per week shall receive pro-rated sick leave benefits.

Section 9.

Pay for any day of sick leave shall be at the Employee's regular pay. However, in the event that an Employee's illness extends beyond twenty-one (21) consecutive days, then Hospital will pay to the Employee, to the extent of his entitlement and for each day during which and Employee collects disability benefits, one-third (1/3) of a day's pay per diem to supplement disability benefits paid under the welfare plan which amounts to two-thirds (2/3) of a day's pay, to make a total of one (1) full day's pay for each such day of sickness.

ARTICLE XVIII: ON-THE-JOB INJURY OR WORK-RELATED ILLNESS

Section 1.

If an Employee is injured or becomes ill during the course of any workday and reports the work-related injury or illness to NPHS, NPHS agrees to pay the Employee for time lost from work while receiving treatment in a clinic or in a hospital, if required. If, on the orders of a physician, an Employee is admitted or sent home, said Employee shall be paid for the balance of the work day at his regular rate of pay. Pay will only apply for work-related injuries occurring at and due to work.

Section 2.

In the event that an Employee becomes eligible for benefits under the Pennsylvania Worker's Compensation Law due to sickness or injury as a result of employment, the Employee

shall not be paid by NPHS at his/her regular rate of pay for the first seven (7) days of time lost due to such illness or injury, but may use his/her accrued and unused Vacation and/or Sick time during this period.

Section 3.

NPHS shall furnish to the Union the name of its Worker's Compensation insurance carrier and the policy number upon execution of this Agreement.

ARTICLE XIX: PAID LEAVE

Employees after their first two (2) months of employment shall be entitled to paid leave as follows:

Section 1.

An Employee shall be paid at his/her regular pay for three (3) working days' absence in the event of the death of his parent, spouse, child, brother, sister or grandparent or grandchild. Such days must be taken consecutively within a reasonable time of the day of death or day of the funeral and may not be split or postponed. Proof of death and relationship may be required by NPHS.

Section 2.

In the event of the death of an Employee's mother-in-law, father-in-law, sister-in-law or brother-in-law, an Employee who has completed his probationary period will be allowed one (1) regular scheduled day off with pay at his regular rate. Proof of death and relationship may be required by NPHS.

Section 3.

All Employees who have completed their probationary period and who are called (not volunteered) to serve as juror will receive their regular pay less their pay as jurors for each work day while on jury duty, which shall not include "on-call" jury time when Employees are able to be at work. The receipt of a subpoena or the notice to report for jury must be reported immediately to the Personnel Office of NPHS and NPHS may request that the Employee be excused or exempted from such jury duty, if in the opinion of NPHS, the Employee's services are essential at the time of proposed jury service.

ARTICLE XX: UNPAID LEAVE

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

Section 1. Maternity Leave

Whenever an Employee shall become pregnant, she shall furnish NPHS with a certificate from her physician stating the expected date of delivery. She shall be permitted to continue to work through the term of her pregnancy, or she may leave earlier if her physician certifies that she

is unable to continue working. Maternity leave shall not exceed twelve (12) months after delivery or the termination of the pregnancy. An Employee who returns from maternity leave within six (6) months will be entitled to return to her former position. An employee who does not return from maternity leave within six (6) months, but does return within twelve (12) months, will be entitled to return to her former position, if available, or to a comparable position if her former position is not available.

Section 2. Military Leave

Employees will be granted Military leaves of absences in accordance with applicable law. In addition, Employees will be granted leaves of absence without pay to attend National Guard, U.S. Reserve Training Camp, and other similar involuntary Military obligations.

Section 3. Union Business

A leave of absence for a period up to three (3) years shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, and said Employee must reapply each year for continuous leave, provided such leave will not interfere with the operation of NPHS.

Section 4. Personal Leaves

Leaves of absence without pay of up to sixty (60) days for personal reasons will not be unreasonably denied by NPHS.

Section 5.

While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay nor to accrue sick leave time or seniority, except as provided under the Seniority provision of this Agreement. When an Employee returns to work at the conclusion of a leave of absence (other than those described in Sections 1, 2, and 7 of this Article), he/she shall be reinstated to his/her former position if he/she returns within six (6) months with seniority. If the Employee does not return to work within six (6) months, but returns within twelve (12) months, he/she will be returned to a comparable position with seniority. As a condition of reinstatement following a leave of absence of illness, NPHS may require the Employee to receive the approval of a health care provider designated by NPHS.

Section 6.

A Union member who has been accepted for training under the Philadelphia Hospital and Health Care - District 1199C Training and Upgrading Fund shall be given an unpaid leave up to and including the final day of training and shall be reinstated to his/her former position if available, or another comparable position within the same classification or shall be upgraded to an available newly-trained position upon completion of an appropriate course completed in a timely fashion, based upon seniority within the institution, and provided that an Employee so upgraded shall be required to satisfactorily complete a probationary period of sixty (60) days of work.

Section 7.

NPHS shall grant leaves of absence in accordance with the Family and Medical Leave Act (FMLA). In granting such leaves, NPHS shall retain all rights granted to employers by the FMLA to determine the terms and conditions of such leaves and reinstatement after such leaves. It is expressly understood that consistent with the FMLA, employees must utilize all accrued or accumulated paid leave time (including, but not limited to PPL and ESL) during FMLA leave. All leaves for family and medical reasons shall run concurrently, including for work-related and non-work-related reasons.

ARTICLE XXI: WELFARE

Section 1.

The Employer shall provide medical benefits through the Keystone HMO Select IV or comparable plan. All full-time employees shall be entitled to participate in the ExpressScripts or comparable prescription plan. Such comparable plans shall include benefits and payment of claims (e.g., deductibles, co-pays, coinsurance, etc.) at least comparable to these named plans. Before NPHS may substitute a plan, it will meet and confer with the Union regarding the substitution. Effective January 1, 2020, the employee's health insurance contribution shall be 14% of the monthly premium for the level of coverage (Employee only, Employee and child, etc.) selected by the Employee per pay period. Effective January 1, 2021, the employee's health insurance contribution shall be 16% of the monthly premium for the level of coverage (Employee only, Employee and child, etc.) selected by the Employee per pay period. Effective January 1, 2022, the employee's health insurance contribution shall be 18% of the monthly premium for the level of coverage (Employee only, Employee and child, etc.) selected by the Employee per pay period. The Employer shall also have the right, at its sole and non-reviewable discretion, to offer additional coverage options. The employer shall contribute a dollar amount equal to what it would have contributed had the employee elected the same level of coverage on the Keystone HMO Select IV or comparable plan.

Section 2.

Employees working thirty (30) or more hours per week shall be considered full-time for purposes of entitlement to medical benefits. Employees working thirty-two (32) hours or more per week shall be considered full-time Employees for purposes of entitlement to dental and life insurance benefits.

Section 3.

The Employer shall provide disability benefits and life insurance benefits equal to those provided by the Benefit Fund.

Section 4.

The Employer shall provide Employees with coverage comparable to that provided under the Keystone HMO Select IV plan.

Section 5.

All full-time Employees, as defined in paragraph 2, above, shall be entitled to participate in the Express Scripts Prescription Plan.

Section 6.

Employees shall have a twenty-one (21) day waiting period to be eligible to start short-term disability benefits.

Section 7.

The Employer will pay the full cost of COBRA coverage for employees aged 62-64 with at least 20 years of service who retire on or before June 30, 2022.

ARTICLE XXII: LEGAL FUND

Section 1.

NPHS shall contribute monthly the sum of ten cents (\$0.10) for each hour paid for Employees who have satisfactorily completed their probationary period to a jointly administered group legal services trust fund to be known as the District 1199C National Union of Hospital and Health Care Employees Group Legal Services Fund (hereinafter referred to as "Group Legal Services Fund").

Section 2.

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

Section 3.

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

Section 4.

Payments shall be made no later than the fifteenth (15th) day of the month following the date on which the payroll period for the preceding is concluded. Together with the periodic payments herein provided, The Behavioral Wellness Center shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.

Section 5.

An independent audit of the Group Legal Services Fund shall be made annually, and a statement of the results thereof shall be furnished to NPHS. The Behavioral Wellness Center agrees to make available the Group Leal Services Fund any such records of Employees as names, classifications, dates of hire, hours of work, social security numbers, accounts of payroll and/or wages paid, and dates of termination or leave which the Fund may require in connection with the sound and efficient administration of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

Section 6.

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

Section 7.

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

ARTICLE XXIII: TRAINING AND UPGRADING

Section 1.

NPHS shall continue to contribute monthly to the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund a sum of money equal to one point five percent (1.5%) of the gross payroll for all Employees covered by this Agreement who have satisfactorily completed their probationary period.

Section 2.

Contributions received by the Trustees shall be used to study hospital-manpower needs, including shortages in entry level jobs, upgraded positions and credential jobs; to develop career ladders, and to subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages. Such program shall be administered under an Agreement and Declaration of Trust. The Trustees of such Training and Upgrading Fund, in addition to the monies received from hospitals, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

Section 3.

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

Section 4.

Together with the periodic payments herein provided, NPHS shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund. NPHS agrees to make available to the Fund such records of Employees as classification, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient administration of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

ARTICLE XXIV: UNIFORMS AND EQUIPMENT

Section 1.

Full-time Employees required to wear uniforms shall receive a uniform allowance of one hundred twenty-five dollars (\$125.00) per year, payable the last pay period in August. Part-time employees shall receive a pro-rated uniform allowance.

ARTICLE XXV: MISCELLANEOUS

Section 1.

If feasible, free parking shall be provided on Hospital premises for all Employees specifically covered by this Agreement.

Section 2.

NPHS agrees that supervisors who are excluded from the bargaining unit shall not perform bargaining unit work except in the event of a bona-fide emergency.

Section 3.

As feasible, Employees shall be directed solely by their designated supervisor in the performance of their duties within their department.

Section 4.

Employees shall be entitled to use NPHS's recreational and cultural facilities in accordance with policies set by NPHS.

Section 5.

The Employer and the union agree to meet within thirty (30) days of ratification in order to attempt to reduce the Employer's cost of short-term disability.

Section 6.

Training required by the Employer shall be available at no cost to the employee.

Section 7.

An employee shall have the right to have his/her paycheck directly deposited to one financial institution of his/her choice.

ARTICLE XXVI: MANAGEMENT RIGHTS

Section 1.

Except as this Agreement otherwise provides, NPHS retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations; to discontinue or reorganize or combine any Department or Branch of operations with any consequent reduction or other changes in the working force; to hire and lay off Employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same causes a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a manner inconsistent with the terms of this Agreement.

Section 2.

The Union, on behalf of the Employees, agrees to cooperate with NPHS to attain and maintain full efficiency and maximum-patient care and NPHS agrees to receive and consider constructive suggestions submitted by the Union towards these objectives.

ARTICLE XXVII: PERSONNEL

Section 1. Minor Infractions

All minor infractions on any Employee's record shall be cleared after nine (9) months, provided that the nine (9) months shall be free of infractions. "Minor infractions" shall not include conduct that results in final written warnings or suspensions.

Section 2. Personnel Evaluations

Any Employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of any Employee shall be performed by this immediate supervisor and signed by the Employee. Such signature shall signify only that the evaluation has been reviewed with the Employee and shall not indicate concurrence in the content of the evaluation. Any Employee who is aggrieved by the content of such evaluation

shall have the right to pursue the validity of the evaluation through the Grievance Procedure set for in Article XXXII herein, but shall have no right to pursue Arbitration under Article XXXIII.

Section 3. Access to Personnel Files

Any Employee and/or the Union, with the Employee's written consent, shall have the right to review the contents of the Employee's personnel file to determine any matter affecting such Employee.

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

No material derogatory to any Employee's conduct, work performance, character or personality shall be placed in his/her personnel file unless the Employee has had an opportunity to review the material. The Employee shall acknowledge that he has had such an opportunity by affixing his signature to the copy of the material to be filed. However, such signature by the Employee shall not indicate his/her concurrence in the contents of such material. The Employee shall also have the right to submit a written answer to any material he/she finds objectionable and his/her answer shall be placed in his/her 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 XXVIII: DISCHARGES AND PENALTIES

Section 1.

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

Section 2.

NPHS will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to NPHS within five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures set forth in this Agreement, however, commencing at STEP 3 of the grievance procedure.

Section 3.

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

Section 4.

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

ARTICLE XXIX: RESIGNATION

Section 1.

An Employee who resigns shall give NPHS advance notice equal to the initial annual vacation entitlement for his/her job classification.

Section 2.

An Employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination. If notice of resignation is not given as provided above, an Employee shall not be entitled to such payment unless it was not possible for the Employee to give notice because of health reasons.

ARTICLE XXX: NO STRIKE OR LOCKOUT

Section 1.

No Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of NPHS.

Section 2.

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

Section 3.

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

- (a) Publicly disavow such action by the Employees;
- (b) Advise NPHS in writing that such action by Employees has not been called or sanctioned by the Union;

(c) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately; and

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

Section 4.

NPHS agrees that it will not lock-out Employees during the term of his/her Agreement.

Section 5.

It is agreed that in all cases of any strike, sit-down, sit-in, slow-down, cessation or stoppage of work unauthorized by the Union as provided under this Article, the Union shall not be held liable for damages resulting therefrom.

ARTICLE XXXI: EFFECT OF LEGISLATION-SEPARABILITY

Section 1.

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, ruling and orders of regulatory commissions or agencies having jurisdiction. If any provisions of the Agreement is in contravention of the laws or regulations of the United States or the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of the Agreement shall continue in full force and effect.

ARTICLE XXXII: GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as a 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, and shall be processed and disposed of in the following manner:

STEP 1. Within thirty (30) days (except as provided under the Discharge and Penalties Article of this Agreement), an Employee having a grievance and/or his/her Union delegate or other representative shall take it up with his immediate supervisor. NPHS shall give its answer to the Employee and/or his/her Union delegate or other representative within five (5) working days after the presentation of the grievance in STEP 1.

STEP 2. If the grievance is not settled in STEP 1, the grievance may, within five (5) working days after the answer in STEP 1, be presented in STEP 2. When grievances are presented in STEP 2, they shall be reduced to writing, signed by the grievant and his Union representative, and presented to the grievant's Department Head or his designee. A grievance so presented in STEP 2 shall be answered by NPHS in writing within five (5) working days after its presentation.

STEP 3. If the grievance is not settled in STEP 2, the grievance may, within five (5) working days after the answer in STEP 2, be presented in STEP 3. A grievance shall be presented in this STEP to the Director, Employee Labor Relations of NPHS, or his/her designee; and his/her designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this STEP.

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

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at STEP 3 in the first instance, within the time limit specified in Section 1 of this Article.

Without waiving its statutory rights, a grievance on behalf of NPHS may be presented initially at STEP 3 by notice in writing addressed to the Union at its office.

Section 2.

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

Section 3.

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 4.

A grievance which affects a substantial number or class of Employees, and which NPHS representative designated in STEPS 1 and 2 lacks authority to settle, may initially be presented at STEP 3 by the Union representative.

ARTICLE XXXIII: ARBITRATION

Section 1.

A grievance, as defined in the Grievance Procedure provision, which has not been resolved thereunder may, within thirty (30) working days after completion of STEP 3 of the grievance procedure, be referred for arbitration by NPHS or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

Section 2.

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

Section 3.

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

Section 4.

The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of the grievance Procedure Provision, and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

Section 5.

NPHS and the Union agree to cooperate in expediting the arbitration of discharge cases within thirty (30) days of the date of the occurrence; provided, that NPHS and the Union shall jointly participate in the selection of an arbitrator to hear and decide the case.

ARTICLE XXXIV: LABOR MANAGEMENT COMMITTEES

Section 1.

The health care workers of District 1199C and the leadership of this hospital and nursing homes are committed to providing every patient at every institution with the best care we can.

We recognize that this can best be accomplished by the Union and the industry working together in full partnership.

Our health care system is changing. While the direction of much of this change is uncharted and unknown, there is certainty that change will come. And with this there will be transformations in the care people receive and the character of the work that is performed.

Taking into consideration the needs for flexibility of a health care industry in transition, the parties agree that the Labor Management Committee will work within the context of the language of the existing collective bargaining agreement to achieve better working conditions, a qualified and satisfied work force, and maximize the job security of its work force.

It is our goal that the Committees make recommendations to the parties to enable them to reach agreement on all issues by consensus and develop a relationship based on mutual respect and trust.

Section 2.

In order to maximize the success of this project, the Labor Management Committee may undertake a process of outside training and facilitation. The Contract Interpretation and Policy committee will be responsible for setting up such process. Funding will come from the Labor Management Planning Fund. The Contract Interpretation and Policy Committee may use outside facilitators to help in the process.

Section 3.

The parties support the establishment of Union-Institution Labor Management Committees to make recommendations on issues surrounding the employment of District 1199C Employees in that institution. Those issues may include:

- (a) The creation of new job titles; and
- (b) The creation of institution-based job groupings, job combinations and part-time/full-time jobs.

Section 4.

The Union-Institution Labor Management Committees may, by mutual agreement, request funds for support for training and facilitation to the City-Wide Labor Management Committee, which shall review such requests and submit those they approve with their recommendation to the labor Management Planning Fund for approval.

Section 5.

The Labor Management Meetings will continue monthly.

ARTICLE XXXV: CONTRACT INTERPRETATION AND POLICY COMMITTEE

Section 1.

The parties shall establish a Contract Interpretation and Policy Committee (CIPC). The CIPC shall consist of the President of District 1199C and the President of this Institution of his/her designee, each of whom shall appoint one (1) other member.

The CIPC's jurisdiction shall be limited to major policy issues, which are submitted to it by mutual agreement of the parties. The decision of the CIPC shall be final and binding. The CIPC will have the power to mediate and attempt to resolve those disputes submitted to it and to assist in the successful achievement of the goals of District 1199C Employment, Training and Job Security Fund.

If the CIPC is unable to resolve an issue, it may be submitted to arbitration in accordance with the collective bargaining agreement.

The CIPC will have the authority to:

- (a) Recommend the consolidation of the existing Funds (Training and Upgrading and Job Security Funds) and the development of new resources. Recommendations for consolidation of these Funds will be achieved no later than one year from the signing of the Agreement;
- (b) Develop ideas to promote quality of work life, including the use of full-time instead of part-time bargaining unit Employees, improve working conditions, workload issues and increase the skills and value of health care Employees and all related issues; and
- (c) Review arbitration procedures.

Section 2.

The CIPC shall have the authority to consider the following disputes mutually submitted to it by the parties:

- (a) Disputes involving the following: compliance with layoff provisions, Job Security Fund and/or Employment Service issues, notice or requirements, implementation of the District 1199C Employment, Training and Job Security Fund, including consolidation of existing Funds, etc.;
- (b) Disputes arising from employment security provisions and contract provisions regarding union security, hiring, temporary Employees, vacancies, seniority, job seniority, new job rates and titles, except disputes concerning the content of restructured or newly created jobs;
- (c) Grievances involving contract interpretation questions with potential Hospital-wide ramifications, provided they have not first been resolved by the Labor Management Committee established by the Agreement; and
- (d) Other disputes as determined by the parties.

Penalties may be imposed by the CIPC if Employers fail to call in available positions or fail to provide other required information or notices.

To expedite its assignments and to deal with routine matters, the CIPC may establish procedures to delegate responsibilities, as it deems appropriate.

ARTICLE XXXVI: TECHNOLOGICAL CHANGE

The Employer shall notify the Union at the time the Employer determines it will be implementing a technological change in its operations, which could result in the layoff of existing Employees or in a substantial change in the duties to be performed by any 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 operate the new equipment provided they possess

the ability to meet the appropriate training criteria, including the possibility of an appropriate basic ability screening test.

If the affected Employee does not qualify for training or cannot be satisfactorily trained during the training period, said Employee shall be subject to the layoff provisions of this contract.


ARTICLE XXXVII: EFFECTIVE DATES AND DURATION

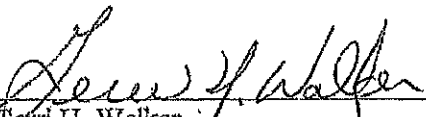
THIS AGREEMENT shall be in full force and affect for the period commencing March 16, 2019, and ending at midnight on June 30, 2022.

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


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

NORTH PHILADELPHIA HEALTH SYSTEM
dba/ THE BEHAVIORAL WELLNESS CENTER @ GIRARD

By:  8/24/2020
Chris Woods
President

By:  9/20/2020
Gerri H. Walker
President & CEO, NPHS

By: _____

By: 

By: _____

By: _____

EXHIBIT A: DUES CHECK OFF

Hospital	Social Security No	Init Fee	Job Cat.	Dues Amt.	Starting Date

PLEASE DO NOT WRITE IN ABOVE SPACE—FOR OFFICE USE ONLY

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 By-Laws of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____, 19____

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

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

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

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

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

Revised 11/92



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 of 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 CHECK OFF
DISTRICT 1199C POLITICAL ACTION FUND PLEDGE**

PLEASE PRINT

Name _____

Address _____ Phone _____

City _____ State _____ Zip Code _____

Employed at _____

Department _____ Job Title _____

Amount of Pledge _____ Per yr. _____ 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 deduct from my wages or salary the sum of \$per year, 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: CREDIT UNION CHECK OFF

Effective

Date: _____

TO: _____ (Name of Employer)

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

Signature _____

Print Name _____

Address _____

Social Security Number _____

Job Title _____

Side Letter No. 1

September 1, 2020

National Union of Hospital and Health Care Employees
District 1199C
1319 Locust Street
Philadelphia, PA 19107

This letter is to confirm that the Intake Worker pay rate for staff hired after April 1, 2019 should have been reduced by 10%, consistent with the agreed upon trend for all other clerical positions in the collective bargaining agreement, ratified on March 16, 2019. The resulting pay rates for the remainder of the contract period are listed below:

POSITION	2017 Incumbent Rates	4/1/2019 New Hire Rate (-10%)	7/1/2019 (+2%)	7/1/2020 (+2.5%)	7/1/2021 (+3%)
INTAKE WORKER	\$ 18.2151	\$ 16.39	\$ 16.72	\$ 17.14	\$ 17.65

Any Intake Worker hired between April 1, 2019 and September 1, 2020 will be grandfathered at the higher Incumbent Rates. Any Intake Workers hired after September 1, 2020 will be offered the rates consistent with the chart above for the remainder of this contract period.

AGREED AND ACCEPTED:

The Behavioral Wellness Center

by: _____

by: _____

District 1199C

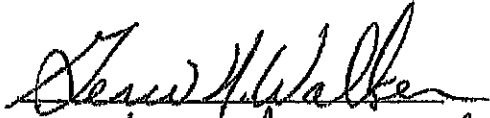
by: 

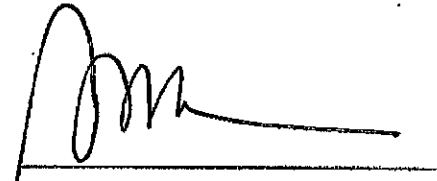
by: _____

MEMORANDUM OF AGREEMENT

This agreement is made by and between North Philadelphia Health System and the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its AFFILIATE District 1199C agrees to the following:

Effective October 22nd, 2019 North Philadelphia Health Systems agrees to pay preceptor pay for LPN's and MHW workers at \$0.75 per hour. This language shall be added to the current collective bargaining agreement in place from March 16th, 2019 to June 30th, 2022.


NPHS / The Behavioral Wellness Center
at Guard


District 1199C

