

COLLECTIVE BARGAINING AGREEMENT BETWEEN

TEMPLE UNIVERSITY HOSPITAL

EPISCOPAL CAMPUS

AND

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES

TECHNICAL UNIT

MARCH 1, 2014 – FEBRUARY 28, 2017

ARTICLE 1 RECOGNITION

Section 1.

- a. The Hospital recognizes the Union as the sole and exclusive collective bargaining representative of the employees in the bargaining unit certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-98-573-E.
- b. The bargaining unit shall consist of all full time, and all regular part-time non professional technical employees who regularly work twenty (20) or more hours per week but less than thirty-five (35) hours per week including, medical technologists, medical lab technicians, respiratory technicians, radiology technologists, CAT scan/MRI technicians, mammography technicians, nuclear medicine technicians, ultrasound technicians, EKG technicians, Crisis Response technicians and phlebotomists. All other employees, including professional employees, pharmacy employees, biomedical technicians, OR technicians, morgue dieners, cytotechnologists, darkroom technicians, employees employed at physician's offices located at the Hospital, supervisors, first level supervisors, managers, office clerical employees, confidential employees and guards as defined in Act 195 are excluded.
- c. This Agreement shall not apply to temporary employees or students. A temporary employee is defined as one who is hired for a period of up to three (3) months and is so informed at the time of hire for an employee who is on leave or for a special project. The said three (3) month period may be extended an additional three (3) months by mutual agreement.

Section 2.

Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Section 1 and the agreed upon exception understanding.

Section 3.

At the time a new Employee subject to this Agreement is hired, the Hospital shall deliver to said Employee a copy of this collective bargaining agreement. The Local President or designee shall be given an opportunity during the orientation period on non-work time to meet with and address new employees for up to one hour.

ARTICLE 2 PURPOSE AND SCOPE OF AGREEMENT

It is the intention of the parties that this Agreement will establish sound relations between the Hospital and its employees which will promote harmony, genuine cooperation and efficiency, to the end

that the employees and the Hospital may mutually benefit; assure a full day's work for a day's pay; and facilitate peaceful adjustment of grievances which may arise from time to time.

The right to manage the business in all respects, to determine policy matters from time to time, and to operate the Hospital and direct the employees, including but not limited to, the right to make and enforce reasonable rules and regulations; the right to hire, promote, transfer within and throughout the Hospital, lay off, suspend or discharge for just cause; the right to assign jobs, to increase, decrease and determine the size and makeup of the working force; the right to schedule the work to be performed, hours, overtime and shifts and to change or reschedule working hours or days; the right to contract out work; and determine (and regulate the use of) technology, equipment, machinery, facilities, materials and supplies and the sources thereof to curtail, suspend or terminate in whole or in any part any department and determine the number location and relocation of the Hospital and establish methods, processes and means of work and the right to establish standards in quantity and quality are rights vested exclusively in the management of the Hospital, subject only to any express limitations contained in this Agreement. These enumerated functions of management are not all-inclusive, but indicate the type of matters or rights which are retained rights of the Hospital.

ARTICLE 3 UNION DUES DEDUCTIONS

Section 1.

Upon receipt of a signed authorization from an employee, the Hospital shall, pursuant to such authorization, deduct from the wages due said employee each bi-weekly pay period, starting not earlier than the first pay period following the completion of the employee's probationary period, the regular monthly dues, per capita, and initiation fees as fixed by the Union. The initiation fee shall be paid in two (2) consecutive installments beginning the month following the completion of the probation period. The dues, per capita and initiation fees shall be remitted to the Union by the 21st day of the succeeding month after such deduction is made, together with an itemized record showing the hourly rate, total earnings, and dues paid by each individual. Such information shall also be made available on computer diskette as per a format to be determined by the parties. Deductions agreed to herein shall be done as long as the Hospital's computer can accommodate the withholding as described.

Section 2.

The Union shall inform the Hospital in writing of the schedule of dues, per capita, and initiation, and shall provide sixty (60) days notice of any changes thereto.

Effective no later than sixty (60) days after the signing of this Agreement, the dues list shall include active members without dues obligation during the reporting period; the Hospital shall also report

terminations and/or resignations from the bargaining unit with the dues report.

Section 3. Agency Fee

a. All employees who do not become union members upon the expiration of their probationary period, shall, as a condition of employment, pay to the union each month a fair share fee in the amount equal to the regular monthly dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the union, less the cost for the previous union fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the union as exclusive bargaining representative.

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

c. As a precondition to the collection of fair share fees, the union shall establish and maintain a full and fair procedure, consistent with constitutional requirements, that provides nonmembers, by way of annual notice, with sufficient information to gauge the propriety of the fee and that responds to challenges by nonmembers to the amount of the fee. The procedure shall provide for an impartial hearing before an arbitrator to resolve disputes regarding the amount of the chargeable fees.

Section 4.

The Hospital shall be relieved from making such check off deductions upon (a) termination of employment, (b) transfer out of the bargaining unit, (c) an authorized unpaid leave of absence as defined herein, or (d) revocation of the check off authorization in accordance with the terms of the Agreement or with applicable law. Upon the return of an employee from an authorized leave of absence, the Hospital shall immediately resume the obligation of making such deductions. Deductions for employees rehired by the Hospital or reinstated in the Union shall require a new written authorization.

Section 5.

Within thirty (30) calendar days after the close of the first pay period of a new employee who is covered by this Agreement, the Hospital will forward to the Union the employee's name, address, employee identification, classification, status, and unit assignment.

Section 6.

The Hospital shall, on February 15 and October 15 of each year, provide the Union with a complete and alphabetized list of bargaining unit employees; including name, address, unit status and classification.

Section 7.

The Union agrees to indemnify the Hospital and hold the Hospital harmless from any and all claims, suits, and judgments against it (including the cost of defending such actions) to the extent such matters are based upon or arise from this Article or Union requests relating to this Article.

**ARTICLE 4
MAINTENANCE OF MEMBERSHIP**

Section 1.

All employees who are or shall become members in the Union, shall remain members over the full duration of this Agreement, except an employee who has joined the Union may resign his/her membership therein during the period of fifteen (15) days prior to the expiration of this Agreement. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if the member timely tenders his or her periodic dues and standard assessments.

Section 2.

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/her discharge, be discharged if during such period, the required dues and standard assessments have not been tendered.

**ARTICLE 5
UNION BUSINESS: UNIT AND GENERAL REPRESENTATIVES**

Section 1.

The Union shall notify the Hospital in writing, of its unit representatives, who are authorized to deal with the Hospital regarding grievances arising out of this Agreement. Union officers and the Chairperson of the grievance committee are authorized to discharge the Union's duties as the collective bargaining representative. The Union shall notify the Hospital in writing of said representatives' designation and authority and any change in either.

Section 2.

No employee shall engage in any Union activity, including the distribution of literature in a patient care area, which can interfere with the performance of work during the employees working time or in working areas at any time.

Section 3.

A Staff representative of the Union will request permission to enter the premises of the Hospital for the purpose of investigating grievances and ascertaining whether the provisions of this Agreement are being complied with, provided that there is no interference with patient care or interruption of work and administration of the Hospital, and the Staff Representative has called a day in advance to request entry. Permission shall not be unreasonably denied. There shall be no entry to patient care areas except as may be provided by law, or otherwise mutually agreed to.

A failure to follow the procedure herein shall result in the Staff Representative being barred from the premises in the future.

Section 4.

The Hospital shall assign to the Union one (1) bulletin board outside the nursing office, one (1) bulletin board located near the cafeteria and one (1) bulletin board in the connecting corridor between

Potter Morris and Centennial building, on which to post official Union information and notices which shall be dated and signed by the official requesting posting. Posting and notices shall be placed nowhere else in the Hospital. Postings shall not be “defamatory”, nor call for an action, which would cause the Hospital interference with its patient care or other work, and “Good Judgment” shall be exercised in terms of what is posted. The Hospital shall provide a locked mailbox, which will be clearly identifiable to be located in the nursing office.

Section 5.

In each year of the contract, Local Union Officers may request up to a total of ten (10) unpaid days off collectively in order to attend Union conventions, conferences and training. Notice of such days shall be provided to the Hospital at least sixty (60) days in advance and must be agreed to by management. Agreement shall not be unreasonably withheld.

ARTICLE 6 NO STRIKE OR LOCKOUT

Section 1.

During this Agreement, 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, stoppage or picketing, where the object of such picketing is to cause any employee of the Hospital to strike, slow-down, cease, stop or interrupt his or her work or otherwise boycott, or otherwise interfere with the operations of the Hospital or to cause an employee to strike, slow-down, cease providing services to, or interrupting or interfere with the operations of the Hospital or any other Temple affiliated Hospital, medical center, nursing home, or any other educational institution or other Temple facility.

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 picketing (as defined in Section 1) strike, sit-down, slow-down, cessation, stoppage or interruption of work, boycott or interference with the operations of any other Temple affiliated Hospital, medical center, nursing home or any other educational institution or other Temple facility, where such picketing, strike, sit-down, slow-down, cessation or

stoppage or interruption of work, boycott or interference with the operations is in violation of a collective bargaining agreement covering the employees of the other Temple facility or is otherwise illegal.

Section 3.

In addition to any other liability, remedy or right provided by applicable law or statute, should a picket (as defined in Section 1) strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital or any other Temple affiliated Hospital, medical center, nursing home, or any educational institution during the term of this Agreement occur, the Union, within twenty-four (24) hours of a request by the Hospital, shall:

- a. Publicly disavow such action by the employees.
- b. Advise the Office of Labor Relations of Temple and Human Resources Department of the Hospital in writing that such action by employees has not been called or sanctioned by the Union.
- c. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- d. Post notices at the Union Bulletin Board advising that it disapproves such action, and instructing employees to return to work immediately.

Section 4.

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

ARTICLE 7 NO DISCRIMINATION

Neither the Hospital nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, sexual orientation, veteran status, union membership or non-membership or a handicapped person who, with reasonable accommodation, can perform the essential functions of the job or activity in question. The Hospital and the Union will cooperate in the effectuation of the TUHS Affirmative Action Program.

ARTICLE 8 PROBATIONARY EMPLOYEES

Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence. Benefits eligibility will continue as heretofore. The Hospital, with the consent of the Union, may extend the probationary period of any employee for an additional thirty (30) calendar days. The termination or suspension of any probationary employee by the Hospital shall not be subject to the grievance and arbitration provisions of this agreement.

ARTICLE 9
SENIORITY, LAYOFF AND RECALL

Section 1. Definition

The Hospital's seniority is defined as the length of time an employee has been employed by the Hospital since his/her last date of hire as an employee. When two or more employees are hired on the same day, seniority shall be based upon the "Alpha sequence" of their surnames, as of their date of hire. This shall apply for vacation and sick leave accrual

- A.** Bargaining unit seniority is defined as the length of continuous service with the employer from the date of last hiring in any full or part time position. For employees hired after ratification of this agreement, bargaining unit seniority shall be defined as, and start on, the date on which an employee is hired into a bargaining unit position. When two or more employees are hired on the same day, seniority shall be based upon the "Alpha sequence" of their surnames, as of their date of hire. Employees in the Technical unit who transfer to an RN/ professional position shall maintain all seniority accrued in the technical position.

- B.** In the event the tie involves any former NEH employees hired at Episcopal Campus during the NEH transition, the original NEH hire date will be used as the tie breaker.

D. Employees who were transferred to the Episcopal Campus from Neumann or Temple University Hospital as a result of the transfer of Psychiatric Services, shall have their original Neumann or Temple University Hospital dates of hire used for layoff and recall purposes.

Section 2. Accrual

a. An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the start of his/her probationary period.

b. The Hospital seniority shall accrue: (1) during an authorized leave of absence with pay; (2) during an authorized leave of absence without pay because of personal illness or accident for a period of time not to exceed the lesser of twelve (12) months or an employee's length of service; (3) during military or FMLA Leave as provided by Federal Law.

c. An employee will not accrue, but will not lose Hospital seniority: (1) during an authorized leave of absence without pay except as provided above; (2) during a layoff not in excess of the lesser of twelve (12) months or the length of employee's service with the Hospital.

Section 3. Loss of Seniority

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

- a. Voluntarily terminates his/her employment;

- b. Is discharged for just cause;

c. Willfully exceeds the length, or violates the purpose, of an authorized leave of absence;

d. Is laid off for a period of twelve (12) months or the length of the employee's service with the Hospital, whichever is less.

e. Fails to report in accordance with a notice for recall from layoff within seventy-two (72) hours of the time specified in notice sent by certified mail to the last address furnished to the Hospital by the employee. The Hospital shall send a copy of the notification to the Union.

f. An absence from work for two (2) consecutive workdays without notice or permission shall be deemed a voluntary resignation.

Section 4. Layoff

a. In the event of a layoff in a unit, temporary employees shall be laid off first, then probationary employees before either regular full-time or part-time employees. Layoffs will occur on the basis of their attained **Bargaining unit** seniority.

For the purpose of layoff, Respiratory Therapy Technicians and Respiratory Therapists shall be considered as a single job classification. In addition, Medical Technologists and Medical Lab Technicians shall be considered as a single job classification for layoff purposes. However, in no event shall all Medical Technologists be laid off.

b. In the event a full-time or part-time, permanent, non-probationary employee is scheduled to be laid off from a classification, he/she may displace another employee within the department on the basis of Hospital seniority, provided he/she is qualified to perform said job. The immediate supervisor shall determine the employee's acceptability during a fourteen (14) day orientation/evaluation period.

c. It is recognized that an employee may be retained due to special training, knowledge or ability who has less seniority than one who is to be laid off (e.g., mammography). If this occurs the Hospital will state the reason therefore in writing to the Union and the affected employee. Such special training, knowledge or ability must be necessary to the performance of the job, and must not be obtainable by the more senior employee within a two-week period of on the job training and orientation.

d. Employees scheduled to be laid off shall be entitled to two (2) weeks notice or pay in lieu thereof. Such notice shall also be given to the Union no later than it is provided to the employees. The Hospital shall meet and discuss on such layoffs in advance of the initiation of said layoff, when possible.

e. In the event an employee is scheduled to be laid off from a department, he/she may bid for an open position and shall be given priority for such position before transfers of employees not facing layoff.

f. Employees who are laid off may exercise the option of entering the pool. The Hospital will make an effort to utilize laid off employees for pool assignments when possible.

Section 5. Recall from Lay-Off

a. In the event an employee is laid off, he/she shall have recall rights for a period not to exceed twelve (12) consecutive months or the length of an employee's service, whichever is less.

b. Employees shall be recalled in order of seniority to vacant positions within their department. If the vacant position is the same hours and shift, as the position from which they were laid off and the employee refuses, he/she will be removed from the recall list. If the vacant position is not equivalent and the employee refuses, he/she will be returned to the recall list, however, such employee shall forfeit recall rights for any positions for which he/she has declined and the Hospital will have no obligation to offer this employee positions not equivalent to their original position. It is understood that employees may not upgrade from the recall list (higher rated job or part-time to full-time). Probationary employees have no recall rights.

Section 6.

Any employee on the recall list will be made aware of any comparable vacancies with the Temple University Health System (TUHS). The Human Resources Department will assist the employees in the application and interview process.

ARTICLE 10 PROMOTION AND TRANSFER

Section 1.

a. When a promotional/transfer vacancy in a bargaining unit job occurs, the Hospital will post the opening for seven (7) days, exclusive of Saturdays, Sundays, and Holidays.

b. All bids must be submitted in person, and in writing, to Human Resources or on-line within the seven (7) day period. The Hospital will also consider "file bids" for a specific position, which have been submitted to Human Resources within six months prior to the posting.

c. When a promotional/transfer opportunity occurs, employees shall be considered on the following basis:

1. Ability to perform the job.
2. Satisfactory work record, that is, no active discipline of written warning or higher.
3. Approval of the hiring supervisor. Supervisors shall not exercise such discretion in an arbitrary or capricious manner.
4. Finally, on the basis of bargaining unit seniority.

d. When a position becomes open on a unit, the position will be awarded to the most senior bidder from the unit who is bidding for a shift change, provided the employee possesses the skill and ability to perform the job.

Section 2.

a. An employee who is promoted/transferred shall serve one hundred twenty (120) days in an evaluation period on the new job. If he/she is removed from the new job during said period, he/she

will be returned to his/her former position if vacant, or to a comparable bargaining unit position of equal or lesser grade without loss of seniority or other benefits previously earned. If no position is open, the employee shall be placed on the recall list.

b. An employee who is promoted/transferred who is disciplined or discharged during the evaluation period for disciplinary reasons may utilize the Grievance and Arbitration provisions as outlined in Article 23.

Section 3.

Any employee selected by the Hospital for a promotion outside the bargaining unit may be returned at the employee's option within ninety (90) calendar days to his/her former position if vacant or to a comparable bargaining unit position of equal or lesser grade without loss of seniority or other service benefits. At the option of the Hospital, in its discretion, an employee may be returned to his/her former position if vacant or to a comparable bargaining unit position of equal or lesser grade without loss of seniority or other benefits previously earned in the bargaining unit.

If no position is open, then the employee shall be placed on the recall list.

Section 4.

a. Vacant or new bargaining unit positions will not be filled by non-bargaining unit candidates until such time as the job has been posted, and internal candidates have been considered. Nothing in the above shall limit the Hospital's right to hire from the outside.

b. Among the applicants who meet the above requirements, the most senior applicant shall be interviewed.

Section 5.

Upon accepting the awarded position, the successful applicant may elect to return to his/her former position if vacant within fourteen (14) calendar days from the first day in the new position. Such employee shall not be permitted to bid on another position within twenty-four (24) months of such self-terminated bid.

Section 6.

Employees may not bid to transfer to another position before working six (6) months in their current position or if the employee has received a written warning or above within twelve (12) months of the job bid opportunity, except in the case where an employee has accepted a part time position and a full time position becomes available in the same department. Newly hired employees shall not be permitted to bid for any position until they have completed six (6) months of service.

Section 7.

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

ARTICLE 11 WAGES, SHIFT DIFFERENTIAL AND ON CALL PAY

Section 1 Wages

- a. **Effective the first full pay period following ratification of this Agreement, all employees shall receive a two percent (2 %) across the board adjustment. The pay rates will also be adjusted by **two percent (2%)** as listed in Appendix A.**
- b. **Effective the first full pay period in March 2015 all employees shall receive a **two and one-quarter percent (2.25 %)** across the board adjustment. The pay rates will also be adjusted by **two and one-quarter percent (2.25 %)** as listed in Appendix A.**
- c. **Effective the first full pay period in March 2016 all employees shall receive a **two and one half percent (2.5%)** across the board adjustment. The pay rates will also be adjusted by **two and one-half percent (2.5%)** as listed in Appendix A.**

- e. Experience adjustments shall be made the first full pay period in January and July of each year.

- f. Employees in job classifications which require registration or certification must become registered or certified within two (2) years following their date of hire and will not be paid above the six (6) month rate until the employee becomes registered or certified.

- g. In the event that a Radiology Technologist (trained to perform CT, MRI, or Mammography procedures) is required to perform the duties of the higher classification, the Radiology Technologist will be paid a differential of one dollar (\$1.00) per hour for the entire shift worked.

Section 2. Shift Differential

- a. Effective the first full pay period following ratification of the Agreement, the employees working on a shift, which begins on or after 12:00 noon and before 5:00 a.m., shall be paid a shift differential of two dollars (\$2.00) per hour.
- b. A shift differential shall not be paid when employees are authorized to exchange shifts temporarily for personal reasons.
- c. A shift differential shall not be gained or lost as a result of an extension of a shift caused by overtime.
- d. For full-time and part-time employees regularly scheduled on the evening or night shifts, shift differential shall be paid for all hours worked, for vacation, holidays, and personal time, and is included in the calculation of overtime payments.

Section 3. On-Call Pay

- a. On-call requirements are applied to the following areas:

Ultrasound Tech
CAT Scan/MRI Tech

On-call requirements may be extended to other departments only after notification of the Union. Upon request, a meet and discuss session will be held with the Union.

b. One qualified employee may fulfill all or part of the on-call requirement of another employee by mutual agreement between the two employees with management approval. Such approval shall not be unreasonably denied.

c. An employee who is assigned to be on-call shall receive one dollar and fifty cents (\$1.50) per hour for on-call. An employee who works during the on-call period shall be paid, for all hours worked at the appropriate rate of pay or shall receive a minimum of four (4) hours pay, whichever is greater, each time the employee is called to work. On-call pay shall cease once the employee reports to work.

ARTICLE 12 HOURS OF WORK

Section 1.

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

b. The start of the shift shall determine the day of the shift and the day shall end twenty-four (24) hours later.

Section 2.

a. If an employee reports for work on his/her scheduled shift and no work is available for him/her, he/she shall receive two (2) hours of pay at his/her regular rate of pay; provided, however, that if the employee has been notified not to report at least two (2) hours in advance of his/her scheduled starting time the employee shall not receive said reporting pay.

b. When there is a need to reduce the workforce; (a) external supplemental, (b) overtime, (c) pool/per diem staff will be canceled before full-time or part-time regularly scheduled hours, whenever practical.

When subject to cancellation, employees may elect to take such time without pay. Pay or time off shall not exceed scheduled hours for that day.

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

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

Section 3.

a. Work schedules will normally be posted two (2) weeks in advance. Available extra shifts shall be posted on the unit at the same time the schedule is posted and as additional shifts become available thereafter. Once posted the schedule shall not be changed, except for emergencies or by mutual agreement of the manager and the employee. Once posted, schedules shall not be changed to avoid the payment of overtime.

b. Nursing Department employees work schedules shall be posted for a period of at least four (4) weeks but not greater than six (6) weeks. Nursing employees in a unit may exchange shifts within a posted schedule with the agreement of the Nurse Manager. Such exchange will not be unreasonably denied.

An employee may request time off after a posted schedule. In the event a request for the time off is denied, an employee who then secures their own coverage will not be denied the time so long as the replacement has equivalent skills and qualifications and does not result in overtime payment.

Section 4.

In the event of a change in starting and ending times of a shift or duration of shift or weekend assignment, the Hospital will meet and discuss with the Union in advance of such change.

Section 5.

Employees are entitled to have two (2) fifteen (15) minute breaks each eight (8) hour workday when department staffing permits. Employees working twelve (12) hour shifts shall be permitted to take three (3) such breaks. Breaks will be scheduled by the Department Head or designee at the convenience of the department.

Section 6.

Employees will be entitled to a thirty (30) minute unpaid meal break for a shift of eight (8) hours or more. The Union recognizes that meal breaks may not always be possible due to patient needs, however, the Hospital will make its best efforts to schedule staff so that meal break times will be respected. If circumstances prevent an employee from taking the meal break, the employee shall be paid for the break at the appropriate rate of pay.

Section 7.

Weekend and holiday shifts will be equitably distributed

Employees scheduled to work every other weekend or more often, may request two weekend days off annually except during the period of 12/20 to 1/3.

Requests for the period between Memorial Day and Labor Day must be submitted by 4/1 and will be responded to by 5/1. For other periods, the Employer will respond within 15 days of the receipt of the submission.

Section 8.

The Hospital may require all employees hired for day shift positions to rotate to other shifts as needed. It is not intended routinely to rotate shifts of employees. The purpose of this section is to advise and ensure that in the event the Hospital cannot fill shifts by volunteers, employees may be assigned on an equitable basis.

Section 9.

It is recognized that employees are subject to reassignment. If reassignment of technical staff is necessary, qualified volunteers or pool staff will be utilized before full time qualified staff. Employees reassigned will be expected to perform work in accordance with their capabilities. If the employee believes the assignment is beyond his/her capabilities, he/she shall inform the supervisor of this and the reason for the belief.

ARTICLE 13 OVERTIME

Section 1.

- a. Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all authorized time worked in excess of forty (40) hours per week.
- b. Scheduled holiday and vacation hours shall be considered as time worked for the purpose of computing overtime. Sick time and unscheduled vacation or holidays shall not count as hours worked for the purpose of computing overtime.

Section 2.

- a. Employees shall be required to work a reasonable amount of overtime when assigned for the proper administration of the Hospital.
- b. Usually, overtime will not extend beyond sixteen (16) consecutive hours.
- c. In the event a shift becomes available due to a call-out, the additional hours will be made available to a qualified employee on the out-going shift or to a qualified employee who indicated a willingness to work.

Section 3.

The Hospital, whenever practical, will assign on an equitable basis the opportunity for overtime duty and required pre-scheduled overtime among qualified employees.

a. When the need for overtime arises, the Department manager will attempt to recruit volunteers for such overtime.

b. In an emergency, the Hospital will contact employees to solicit volunteers for additional staffing, informing them of the emergent need to provide patient care.

c. An employee's normal shift may be extended in the event of an emergency after the Hospital first seeks volunteers from among qualified employees on duty. When such extensions are required employees will be required to work in order of reverse Bargaining Unit seniority on rotating basis-among the staff working on the affected unit.

When the need for overtime arises and no volunteers are available, and an employee is required to stay past the scheduled quitting time, upon request the Hospital shall provide to the Union the time the need became known and a list of the employees and/or pool staff contacted, with the time of each contact and the response.

Whenever possible, the affected employee will be alerted by management a minimum of two (2) hours of a potential requirement for an employee to remain on duty past his/her quitting time.

d. Employees required to remain past quitting time and work for more than twelve (12) consecutive hours shall be entitled to a meal voucher

Section 4.

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

Section 5.

Nursing Department employees may cancel prescheduled overtime by providing no less than twenty-four (24) hours notice to the Nursing Administration Office without being charged an occurrence under the Attendance and Lateness Policy, which may be revised by TUHS from time to time.

ARTICLE 14 VACATION, PERSONAL DAYS AND HOLIDAYS

Section 1.

a. Full and part time employees begin accruing vacation on a pay period basis beginning the first pay period following employment. Vacation shall be earned as follows:

Length of Service in years	Annual Accrual
0-1	80 Hours
1+ -10	120 Hours
10 +	160 Hours

Section 2.

Part time and full time employees working less than forty (40) hours per week will receive pro-rata vacation. Employees may not accrue more than one and one-half times the employee's annual vacation entitlement.

Section 3.

Employees will be paid for vacation at the employee's regular rate of pay. New employees will be eligible to utilize accrued vacation after completion of probation. When an employee is on a leave of absence, vacation will accrue only during a period of paid leave, but will not be credited or available for use until the employee returns from leave.

Section 4.

Employees may not normally select more than two (2) weeks of vacation time during the prime vacation period between Memorial Day and Labor Day. All requests for summer vacation must be submitted by April 1st of each year. Response to such vacation requests will be provided by May 1st. Employees may not select vacation time during the period of December 20th through January 3rd.

The Hospital shall take into account past practices in vacation requests and endeavor to make available maximum opportunity for peak summer scheduled vacation. Employees scheduled for vacation will not be required to find replacements for weekend coverage.

Section 5.

No part of any employee's vacation schedule may be charged to sick leave.

Section 6.

Whenever requests are submitted for the same vacation period on the same day, preference will be granted on the basis of seniority. All timely requests for summer vacation shall be considered to have been submitted on April 1st.

Section 7.

Vacation requests for other periods or block time (one week or more) shall be dealt with on a first come first serve basis. Employees submitting requests shall receive a response within fifteen (15) calendar days from the date of the receipt of the submission.

Section 8.

Employees may request vacation. The granting of vacation requests are subject to patient care and operational needs. Requests shall not be unreasonably denied. Employees may not take vacation without Hospital approval.

Section 9.

Approved vacation requests of employees who transfer between units will be honored whenever possible; however, an employee who transfers into a department after April 1st selection period may not bump another employee within that functional unit who has already chosen their vacation period. Employees will be advised prior to transfer whether their existing vacation request can be honored.

Section 10.

Full-time employees who have completed thirty (30) days of employment shall be entitled to six (6) holidays payable at eight (8) hours per day. Holidays that fall on a Saturday or Sunday will be observed on that day. These holidays shall include the following:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 11.

a. Effective July 1st of each year full-time employees who have completed at least thirty (30) days of employment shall receive forty (40) hours of personal holiday time. Newly hired employees shall be entitled to personal holidays after thirty (30) days of service as follows:

<u>Date of Hire:</u>	<u>Number of Hours:</u>
July, August, September	40
October, November, December	32
January, February, March	24
April, May, June	0

b. A Personal day shall be taken at a mutually agreeable time, and shall be requested at least forty-eight (48) hours in advance. In the event of an emergency, a request with less than forty-eight (48) hours notice may be given.

c. Employees may not carry over personal days from a fiscal year to year.

Section 12.

Recognizing that the Hospital works every day of the year and that it is not possible for all employees to be off on the same day, the Hospital shall have the right, to require any employee to work on any of the holidays specified. However, the Hospital will distribute holidays off on an equitable basis. Employees working in Departments which are closed on the Friday after Thanksgiving and/or Christmas Eve shall be required to use personal time or vacation time in order to be paid for the day.

Section 13.

Employees may be requested to work up to three (3) holidays per year. No employee shall be required to work Christmas or New Year's for two (2) consecutive years. In the event additional staff who have also been scheduled to work are released for the Christmas or New Year's holiday, they shall be considered to have worked for the purpose of the holiday rotation

Section 14.

In order to be eligible for holiday benefits, an employee must have worked the last scheduled work day before and the first scheduled workday after the holiday, except in the case of accident or illness preventing the employee from working as evidenced by an approved FMLA or an approved Worker's Compensation Claim. An employee must be in an active pay status during the pay period in order to receive holiday pay. An employee who fails to report to work on the holiday when scheduled to work shall not receive pay for the holiday.

Section 15.

In the event an employee is scheduled to work on one of the holidays set forth in Section 10 above he/she will be paid one and a half (1 ½) times the base rate of pay for hours worked on the holiday. An employee shall receive an additional eight (8) hours off to be used within thirty (30) days of the holiday. Employees scheduled to work twelve (12) hours on a holiday will receive an additional twelve (12) hours off to be used within thirty (30) days of the holiday. Holiday time off not scheduled within the thirty (30) day period shall be paid at straight time pay.

Section 16.

If one of the holidays falls on an employee's regularly scheduled day off, or vacation, he/she shall receive an additional eight (8) hours off at the regular rate of pay within thirty (30) days of the holiday or an additional eight (8) hours pay. Holiday time not scheduled within the thirty (30) day period shall be paid at straight time pay.

Section 17.

Part-time employees shall receive pro-rata holidays.

**ARTICLE 15
SICK LEAVE**

Section 1. Entitlement and Amount

a. Full-time employees shall annually accrue eighty (80) hours of sick time on a per pay period basis without maximum. Employees may use accumulated sick leave for the employee's own illness or injury. Employees may not use paid sick leave to cover absences due to a work related illness or injury suffered at the Hospital or any other place of employment if such absence is compensated under Workers' Compensation.

b. In addition, employees may not use sick leave to cover absences, which are covered under the Hospital's disability insurance plan.

c. Full-time employees working less than forty hours per week and part-time employees shall earn pro-rata sick leave.

d. Sick leave shall be paid at the employee's base rate of pay.

Section 2. Notification, Restrictions, and Proof of Illness

a. Notification by the employee to the Hospital with respect to the use of a sick day, shall be as follows:

2 hours	Day Shift
4 hours	Evening Shift
4 hours	Night Shift

b. An employee will be required to provide a physician's note for absences of three (3) days or greater. Such certification shall include the nature of the illness, dates of treatment, and ability to return to work without limitation or hazard to patients. The Hospital may also require an employee to submit to a medical examination by the Hospital's Employee Health Physician prior to being permitted to return to work.

c. It is acknowledged by the parties that sick leave is for illness and no other purpose. Unscheduled absences from work adversely affect staffing, patient care, and the workload of other employees.

d. Sick leave may not be used to extend vacation. Absences due to illness, which prevent an employee's return following vacation, shall be absences without pay unless medical substantiation is provided. Illness or injury while on vacation shall be charged to vacation.

ARTICLE 16 LEAVES OF ABSENCE

Section 1.

a. Upon request, a full-time or part-time employee who has completed their probationary period shall be eligible for the following leaves of absence:

1. Military - Pursuant to applicable law.

b. Upon request, a full-time or part-time employee who has completed one (1) year of continuous service at the Hospital shall be eligible for the following leaves:

1. Maternity or adoption - pursuant to FMLA.
2. Illness or Injury - Up to twelve (12) months.
3. Family Leave - Pursuant to FMLA.

c. A leave of absence for a period not to exceed one year shall be granted to employees with at least one year of seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Hospital. Upon return to work, an employee shall be entitled to return to his/her former position if it is vacant or filled by a temporary employee. Otherwise, an employee shall be able to exercise the recall rights specified in this Agreement. At no time shall more

than one employee be on leave of absence hereunder at the same time.

d. A personal leave of absence of any employee may be approved by the Hospital for a period not in excess of thirty (30) days, and may be renewed upon application to the Hospital. The Hospital will hold the position for the thirty (30) day period. Thereafter, the employee may return to said position, if it remains vacant or is filled by a temporary employee, otherwise the employee shall be able to exercise the recall rights specified in this Agreement.

e. With the approval of the Hospital, educational leaves to further professional growth and development shall be granted for a period up to twelve (12) months, provided such leaves will not interfere with the operation of the Hospital. Upon return to work an employee shall be entitled to return to his/her former position if it is vacant or filled by a temporary employee. Otherwise, an employee shall be able to exercise the recall rights specified in this Agreement.

Section 2.

a. Employees will be required to submit a written request for leave, stating the reasons and, if known, the duration of the requested leave. If an employee is unsure of the duration of the requested leave, there still must be a duration of leave requested with a projected date of return so that the Hospital may evaluate the request and plan. Medical leave requires appropriate medical certification including the specific reasons for the need. The Hospital may require additional medical examination before or during leave. Medical information required by the Hospital for leaves of absence will be provided to Human Resources and considered confidential.

b. Requests shall be submitted thirty (30) days prior to the inception of the leave, except in cases of emergency. Employees on medical leave because of their own illness or injury must use their accrued sick leave first. Employees may then use vacation leave; however, they must make this intention known at the onset of such leaves.

c. An employee desiring an extension of any leave of absence up to the maximum outlined above shall submit a similar application as soon as possible but no later than ten (10) work days (excluding Saturday and Sunday) before the scheduled expiration of the leave. The Hospital shall notify the employee of its decision on extending the leave within five (5) weekdays (excluding Holidays) of the receipt of the request, and prior to the expiration of the leave. Extension requests shall be considered on the same basis as original requests.

d. Employees may not work elsewhere during period of leave. Should an employee be found to be working elsewhere, their employment will be terminated.

e. Employees utilizing unpaid leave shall maintain uninterrupted seniority during authorized periods of leaves of absence consistent with Article 9. Employees do not earn holiday pay nor accrue sick leave or vacation credit during their leave of absence. Except as expressly provided by law, all accrued vacation or personal time shall first be used during leaves of absence for any other reason than the employee's own illness.

Section 3.

a. Employees returning from leaves covered by the Family Medical Leave of three (3) months or less shall be placed by the Hospital in his or her same or equivalent position. Such position shall be in the same job classification, work shift, hours and specific work unit.

b. Employees returning from a personal illness or injury leave of more than three (3) months shall be placed by the Hospital in his or her same, or an equivalent position if such position is vacant. If no such position is available on the date the employee is able to return to work, the employee will be able to exercise recall rights for six (6) months.

c. Employees must speak to a representative from the Hospital's Human Resources Department a minimum of fourteen (14) calendar days prior to their expected date of return from the leave.

d. Employees seeking to return from medical leave shall first provide the Hospital with a physician's certification that the employee may return without harm to the employee, co-workers or patients.

e. It is acknowledged that employees on leave may, nevertheless, be subject to layoff based on their seniority.

Section 4.

a. The Hospital will continue all regular insurance payments and deductions during the paid portion of any leave described above, defined as that period of leave during which the employee is receiving sick leave pay or vacation and excluding workers' compensation after the workers' compensation leave ceases to be considered under the FMLA.

b. Benefits during Leaves of Absence

- FMLA Leaves – Benefits continue during FMLA covered leaves. Employee deductions will continue while in paid status. For any portion of the leave that is unpaid, the employee contribution will go into arrears and will be deducted from the employee's pay upon the employee's return to work.
- Unpaid Leaves – Medical, Rx and Dental benefits continue to the end of the month during which the leave ceases to be considered under the FMLA or converts to an unpaid leave, whichever is later. The employee will be notified of the right to continue these benefits through COBRA. All other benefits cease as of the last day of work for which the employee is paid.

ARTICLE 17 PAID LEAVE

Section 1. Funeral Leave

a. A full-time employee will be granted up to four (4) days (eight (8) hours per day) (up to and including the day after burial) funeral leave with pay for absence necessary to attend the funeral of a

member of the employee's immediate family. The following are considered members of an employee's immediate family: spouse, domestic partner, father, mother, child, sister, and brother.

c. A full-time employee shall be granted an absence of three (3) days (eight (8) hours) with pay for attendance at the funeral of a father-in-law, mother-in-law, or grandparent.

c. A full-time employee shall be granted one (1) day (eight (8) hours) with pay for attendance at the funeral of the employee's sister or brother-in law or grandchild. The employee's supervisor shall be notified in advance before any such leaves are taken.

Section 2. Jury Duty

A full-time employee who is called to jury duty on a regularly scheduled workday shall be entitled to leave. Said employee shall be paid the difference between his/her regular pay and the compensation for jury duty received from a court up to eight (8) hours per day. To be compensated, employees must first contact their department manager for authorization at the time of service of the jury notice and required to present a statement issued and signed by the clerk of court stating the number of days the employee was on jury duty and the compensation paid.

Section 3.

Part-time employees are entitled to pro-rata funeral and jury duty leave.

ARTICLE 18 HEALTH AND WELFARE

Medical & Prescription

(a) Upon enrollment at the Department of Human Resources, all active full time employees and their eligible dependents shall become eligible on the first day of the next month following their date of employment for a medical and prescription drug plan. Employees shall contribute to the cost of the selected health plan (including prescriptions) on a pre-tax basis for single or family coverage at the contribution rate determined for the selected plan as follows: TempleCare shall be ten percent (10%) of the monthly premium, Advantage Plan shall be twenty percent (20%) of the monthly premium, and High Option plan shall be twenty-five percent (25%) of the monthly premium. Plan rates are subject to change at the beginning of the plan year, each January 1. All new enrollees shall complete a Personal Health Profile as a condition of enrollment.

(b) Current plan designs include TempleCare, Temple Advantage and High Option. Temple reserves the right to change the plan design; however in the event Temple chooses to change the plan design, it will provide options with comparable benefits to the plans identified above. Prior to the introduction of

new plan designs, Temple will meet and discuss plan changes with the Union at least ninety (90) days prior to such changes, if so requested.

(c) Employees and their eligible dependents enrolled in medical coverage shall be covered by a prescription drug plan where, subject to plan provisions and limitations, the employee co-pays equals fifteen percent (15%) towards the cost of generic prescription drugs, twenty percent (20%) towards the cost of Brand Name drugs on the Performance Drug list, and thirty-five percent (35%) toward the cost of all other Brand Name drugs not on the Performance Drug list. Each covered employee and dependent is subject to a calendar year maximum of \$1,000 per person with a family maximum of \$2,500 per year. The Dispensed as Written Penalty shall not be considered a co-pay within the meaning of this article.

Part –Time Employees

(a) Except where otherwise indicated in this agreement, regular part-time employees hired at twenty (20) or more hours per week are eligible for the Temple benefit programs (medical and prescription, vision, dental) and shall pay the same biweekly contribution amount as full-time employees for single coverage, plus the difference between the premium for single and family coverage for employees electing family coverage for all benefits where family coverage is offered.

(b) Part-time employees covered by this agreement as defined above shall be eligible on a pro-rata basis for holidays, vacation, paid sick leave, funeral leave and jury duty.

Life Insurance

(a). Eligible members of the bargaining unit shall be given ten thousand dollars (\$10,000) in life insurance and accidental death and dismemberment insurance (double indemnity in case of accidental death or dismemberment) at no cost to the member effective with the first day of the next month following their date of employment.

(b). Eligible members of the bargaining unit shall be given the opportunity to purchase voluntary supplemental term life insurance at the prevailing rate equal to one and one-half (1½) times, two (2) times, three (3) times, four (4) times or five (5) times his/her base salary up to a maximum of one million dollars (\$1,000,000) in addition to the non-contributory life insurance. Such coverage shall be rounded

up to the next thousand dollars. Amounts selected by the employee in excess of three (3) times salary or \$500,000 are subject to underwriting by the insurance company. Such coverage shall be rounded up to the next thousand dollars. The amount of the additional coverage shall be increased automatically to take base salary increments into account on the effective date of such increments.

(c). Employees not currently enrolled in this program or employees requesting increases to the current level of coverage are subject to the insurability provisions when electing any amount of coverage.

Dental

Eligible employees and their legally dependent spouses and children may enroll in the TUHS Dental Program. The employee contribution for dental insurance shall be twenty-five percent (25%) of the premium of the coverage and plan elected on a pre-tax basis. Temple shall pay the remaining seventy-five percent (75%) of the premium. In the event Temple chooses to change the carrier it will maintain similar benefits to this plan.

Disability

(a) Eligible employees may purchase long-term disability insurance to cover sixty percent (60%) of his/her monthly salary up to a maximum of benefit of \$15,000 per month following a 180-day elimination period.

(b) If accepted by the insurance carrier for disability benefits payable under this program, Temple will maintain its core benefit programs (medical, prescription, basic life, dental, vision, and employer-sponsored pension) at no premium cost to the employee for the duration of disability payment. Per the terms of the policy, the duration of the disability payment shall be limited to the earlier of the determination that the employee is fit to resume gainful employment, retirement or the individual's normal Social Security retirement age.

(c) The employee contribution for LTD coverage is based on base annual salary level; employees earning below \$40,000, \$40,001 through \$60,000 and greater than \$60,000. The contribution will be determined based on the premium in effect on July 1 each year. The premiums are actuarially determined to maintain Temple cost of 50% of the total program.

(d) In the event Temple chooses to change the carrier it will maintain similar benefits to the plan.

Vision Care

Effective the first of the month following employment, eligible non-probationary bargaining unit employees shall be enrolled in the Temple Vision Care Program. Booklets explaining Vision Care benefits will be issued to employees.

Dependent Care & Flexible Spending Program

(a) Flexible Spending Account: Pre-tax employee contributions for health care expenses up to \$2,500 annually

(b) Dependent Care Spending Account: Pre-tax employee contributions for dependent care expenses up to \$5,000 annually.

Carrier Changes

Temple reserves the right to change carriers under this Article at any time. Prior to changing carriers, Temple will meet and discuss the change with the Union if so requested.

Compliance with Affordable Care Act

Temple will comply with the various provisions of the Patient Protection Affordable Care Act as it relates to part-time and pool employees, in general and specifically covered by this agreement. Temple shall calculate the "look-back" period each year to determine the employees deemed by the act to be eligible for medical/ prescription benefits. This look back period shall be the pay period that includes hours paid for the pay period coincident with or next following January 1 through the last pay date in October each year. If it is determined that Temple is in overall compliance with the Act without offering medical

coverage to this group in general, there shall be no obligation to offer the coverage to employees covered by this agreement.

If Temple must offer coverage to such employees, it shall not exclude employees covered by this agreement.

Employees deemed as eligible shall be so notified and have the opportunity to enroll during the normal open enrollment period with coverage effective January 1 following enrollment. Eligible employees have the same medical plan contributions as part-time employees.

Eligibility to remain in the plan will extend until the end of the next look back period as long as employee continues to earn wages that will cover the employee contributions. Employees without such earnings will be offered to continue coverage through COBRA.

Sickness and Accident

a. Temple shall provide its Sickness and Accident plan of one hundred ninety dollars (\$190) per week for eighteen (18) weeks for employees who have completed one year of paid employment.

b. Temple will continue to offer employees the opportunity to enroll in a voluntary short-term disability plan with one hundred percent (100%) payment from the employee through payroll deductions.

ARTICLE 19 PENSION PLAN AND TAX DEFERRED ANNUITY

Section 1. Contributory Defined Contribution Retirement Plan

a. All eligible full-time and part-time employees will have the opportunity to participate in the Temple University Health System Defined Contribution Retirement Plan. Participation in this voluntary plan requires employees to contribute 4.5% of base wages. Temple will match the employee's four and one-half percent (4.5%) contribution, in accordance with the following:

<u>Years of Participation in Plan Beginning on or after January 1, 2007</u>	<u>TUHS Contribution</u>
Less than 3	4.5%
At least 3 but less than 5	5.0%
At least 5 but less than 7	6.5%
7 or more	8.5%

b. Vesting for this plan is three (3) years of service where the employee has worked at least 1000 hours per year. Vesting credit received by employees under the Hospital's former plans or Temple University Health System retirement plans will be applied toward this plan.

c. New full-time employees are eligible to participate in this plan on the first of the month following the employee's month of hire. Participation is contingent upon the employee's completion and delivery of the appropriate enrollment forms to the Human Resources office.

d. Part-time employees may elect to contribute to this plan under the same terms and conditions as full time employees however, as with the previous Non-Contributory plan, the Hospital will make its contribution to part-time employees' accounts the following year as soon as administratively feasible once the Hospital certifies part-time employees worked 1000 hours in the prior year and satisfied all eligibility requirements.

Section 2. Tax Deferred Annuity Plan

The Voluntary Tax Deferred Annuity program shall remain in effect. The Union shall have access to all tax deferred annuity options available at Temple University Health System.

Section 3.

The Hospital reserves the right to change the Investment Providers and /or the investment options under the Temple University Health System Defined Contribution Retirement Plan as well as the Temple University Health System, Inc. 403(b) Plan. The Hospital agrees to meet and discuss any changes with the Union prior to implementation if so requested.

ARTICLE 20 CONTINUING EDUCATION AND TRAINING

Section 1.

Employees shall be eligible for tuition remission/reimbursement in accordance with the TUHS Policy, which may be revised by TUHS from time to time. Changes to the policy shall not be subject to the grievance and arbitration provisions of this Agreement. The Hospital agrees to meet to discuss the changes prior to implementation of any changes.

Section 2.

Full-time employees may utilize, up to one thousand dollars (\$1000.00) over ~~four (4) years~~ three (3) years to attend or access continuing education conferences including online CEU programs,

seminars, and/or certification examination fees with proof of successfully passing. Such seminars, conferences or certification must be related to their clinical field and be approved by the Department manager and Department of Human Resources. In no event shall the fiscal year expenditure exceed thirteen thousand five-hundred dollars (\$13,500). Employees must use vacation or personal time to attend.

Section 3.

The Hospital shall continue to provide meaningful in-service education to all employees. When an employee is required to attend an in-service training, such employees shall be paid at their base rate. In the event in-service training is not provided on the evening or night shift, employees who are hired to work evenings or nights, will receive the applicable shift differential.

ARTICLE 21 HEALTH AND SAFETY

Section 1.

a. The Hospital will continue to provide a safe and secure place of work for its employees.

b. Random drug testing will be conducted annually up to ten (10%) percent of the employees in accordance with the TUHS Drug and Alcohol Policy, which may be revised by TUHS from time to time. Collection procedure will be conducted through the designated Episcopal Campus Occupational Health Office. Labor Relations will advise the Union, upon request but not more frequent than quarterly, of the number of tests conducted.

c. The parties agree that any changes pertaining to random drug testing is subject to bargaining prior to implementation of any changes. The only matters subject to the grievance and arbitration procedure of this Agreement is a claim by the Union on behalf of a discharged employee that the results were not valid. If the matter proceeds to arbitration in accordance with Article 23, then, the only question that shall be determined by the arbitrator is the fact of the validity of the test causing the termination. If the test is valid then the arbitrator shall sustain the action of Temple.

**ARTICLE 22
PERSONNEL PRACTICES**

Section 1. Infractions

Disciplines up to and including written warnings shall be cleared from an employee's file after one year, provided that the one-year shall be free of infractions.

Section 2. Personnel Evaluations

Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of an employee shall be performed by his/her immediate supervisor and signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation.

Section 3. Access to Personnel Files

Any employee and/or the Union, with the employee's written consent, shall have the right to review the contents of the employee's personnel file to determine any matter affecting such employee; however, the foregoing shall not apply to any pre-employment materials. Material deemed to be derogatory toward an individual's performance or conduct shall not be placed in the personnel file without being shown to the individual involved.

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

Section 4.

In addition to notifying the affected employee the Hospital agrees to promptly (within seventy-two hours (72)) notify the Union in writing of the suspension or discharge of an employee.

**ARTICLE 23
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1.

a. A grievance is defined as any dispute or difference concerning the application, interpretation or a claimed violation of an express provision of the Agreement. Every attempt shall be made by both parties to resolve grievances arising under this section speedily and informally. The filing of a grievance shall not foreclose ongoing or other informal discussions or resolutions.

b. Upon request, employees shall have the right to representation or accompaniment by a union representative during any meeting invoking discipline, or to any investigatory meeting, which might result in the imposition of discipline to the employee. Employees may not necessarily be able to wait for or select a particular representative.

c. Grievance meetings requiring the attendance of the Local Representatives will be scheduled at a time convenient to all parties involved if reasonably possible.

Section 2.

a. Within five (5) working days of the occurrence of the alleged incident or circumstance, the employee or union representative shall present the grievance in writing to the office of Director of Human Resources, which shall then be assigned a grievance number, which will then be forwarded to the office of the Department Head or their designee. The written grievance must include (1) a statement of the action being grieved; (2) reference to the relevant Article(s) of the Collective Bargaining Agreement alleged to have been violated; and (3) the remedy or relief sought.

b. A meeting between the grievant or grievants, the union representative and the Department Head shall be held within five (5) working days from the presentation of the grievance, and a written decision issued by the divisional manager within five (5) days from the conclusion of meeting.

Section 3.

a. If a satisfactory settlement of the grievance is not reached in Step 1, the grievance may be appealed to the office of the Director of Human Resources. Said appeal should be made within five (5) working days from the date of the receipt by the grievant(s) of the Step 1 decision or the date upon which the decision is due.

b. The Director of Human Resources or their designee shall convene a meeting with the grievant(s) and the union representative within five (5) working days from the date of the receipt of the grievance appeal, and shall render a decision/response to the grievant(s) and the Union within five (5) working days of the presentation of the grievance at the grievance meeting.

Section 4.

Should the Union be dissatisfied with the Hospital's decision/response to the grievance at Step 2, the grievance may be submitted to arbitration by the Union within thirty (30) calendar days from the receipt of the written response from the Step 2 meeting or the date upon which the decision is due. An arbitrator will be appointed through the American Arbitration Association under its Voluntary Labor Arbitration Rules.

Section 5.

a. Each party shall be responsible for the expenses of its witnesses or other selected or

called by a party for arbitration. Expenses incurred in the payment of fees to an impartial arbitrator shall be divided equally between the parties to this Agreement. The parties shall share the cost of the transcript for the arbitrator. The Hospital shall make every reasonable effort to reschedule any employee called as a witness in any arbitration hearing in order that said witness shall have continuity of income.

b. The decision of the arbitrator shall be final and binding on both parties.

c. The arbitrator is limited by the terms of this Agreement, and shall have no power to add to, subtract from, modify, amend, or in any way change any of the terms of this Agreement. The arbitrator shall not have jurisdiction to hear more than one (1) grievance, and shall not have jurisdiction with respect to probationary employees.

d. The parties agree that serious forms of employee misconduct such as insubordination, theft, falsification of records, or other forms of serious misconduct are traditionally causes of discipline, including termination, which is rendered without need for prior discipline. The parties agree that employees who engage in serious misconduct are an unfair burden on the Hospital, its patients and the employee's peers.

e. 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. Further, the patient's initial statements (written or as reported) to the Hospital are agreed to be admissible in the hearing.

Section 6.

a. Any written decision, or written answer to a grievance made at any step which is not appealed to the succeeding step of the grievance procedure within the time limits provided, or such additional period of time as may be mutually agreed upon in writing by the parties to this Agreement, shall be considered a final settlement, and such settlement shall be binding upon the grievant(s) and the parties to this Agreement.

b. Failure of any party to abide by the time limits set forth in the grievance procedure shall give the grieving party the right to submit the grievance directly to the next step of the procedure.

c. A grievance, which affects a substantial number class or employees, or in the case of suspension or terminations may initially be presented at Step 2 of the grievance procedure.

Section 7.

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

ARTICLE 24 RESIGNATION

Section 1.

Employees shall give four (4) weeks notice of resignation, if feasible, and in no event less than three (3) weeks.

Section 2.

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

**ARTICLE 25
SEPARABILITY**

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

**ARTICLE 26
PAST PRACTICES**

All past practices are hereby eliminated, except as specifically incorporated in this Agreement.

**ARTICLE 27
MEET AND DISCUSS**

Section 1.

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

Section 2. RN/Technical Practice Committee

a. In order to promote professional practice and the highest levels of patient care the parties agreed to establish an RN/Technical Practice Committee to review and make recommendations regarding patient care and health and safety policies and procedures within the Hospital. The committee will be composed of the President of the Union or his/her designee and one (1) from the RN unit and one (1) from the Technical unit designated by the Union, Hospital Management will designate its appropriate committee members. The committee shall meet at least bi-monthly.

b. The Union and the Hospital will submit an agenda for each meeting to the other party one

(1) week before the bi-monthly meeting.

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

Section 3.

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

ARTICLE 28 DURATION OF AGREEMENT

This Agreement shall be in full force and effect from March 1, 2014 and shall remain in effect until and including February 28, 2017, and shall continue in full force and effect from year to year thereafter unless and until either of the parties hereto shall give the other parties notice in accordance with the applicable law, but in no event less than sixty (60) days notice prior to the end of any subsequent year, of an intention to terminate the contract at the end of the term or at the end of the then current year.

In the event that the parties are unable to reach agreement prior to the expiration of this Agreement the Union agrees to provide the Hospital with written notice consistent with the National Labor Relations Act prior to initiating any strike activity.

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

APPENDIX A: TECHNICAL WAGE SCALE					
			New Structure	2.25%	2.50%
POSITION(S)		EXPERIENCE	EFFECTIVE Mar 14	EFFECTIVE Mar 15	EFFECTIVE Mar 16
EKG/Special Studies Technician		0 < 2 years	\$ 21.39	\$ 21.87	\$ 22.42
	*	2 years < 5 years	\$ 22.00	\$ 22.50	\$ 23.06
		5 years <10 years	\$ 22.58	\$ 23.09	\$ 23.67
		10+ years	\$ 23.79	\$ 24.33	\$ 24.94
Crisis Response Technician		0 < 2 years	\$ 21.65	\$ 22.14	\$ 22.69
	*	2 years < 5 years	\$ 22.30	\$ 22.80	\$ 23.37
		5 years <10 years	\$ 22.90	\$ 23.42	\$ 24.01
		10+ years	\$ 24.10	\$ 24.64	\$ 25.26
Medical Lab Tech		0 < 2 years	\$ 24.50	\$ 25.05	\$ 25.68
	*	2 years < 5 years	\$ 25.50	\$ 26.07	\$ 26.72
		5 years <10 years	\$ 26.60	\$ 27.20	\$ 27.88
		10+ years	\$ 27.00	\$ 27.61	\$ 28.30
Cert Resp Therapy Tech		0 < 2 years	\$ 28.52	\$ 29.16	\$ 29.89
Medical Technologist	*	2 years < 5 years	\$ 29.25	\$ 29.91	\$ 30.66
Radiology Technologist		5 years <10 years	\$ 31.49	\$ 32.20	\$ 33.01
		10+ years	\$ 32.15	\$ 32.87	\$ 33.69
Mammography Tech		0 < 2 years	\$ 30.91	\$ 31.61	\$ 32.40
Respiratory Therapist (RRT)	*	2 years < 5 years	\$ 32.46	\$ 33.19	\$ 34.02
		5 years <10 years	\$ 33.45	\$ 34.20	\$ 35.06
		10+ years	\$ 34.50	\$ 35.28	\$ 36.16
CT/MRI Tech		0 < 2 years	\$ 33.11	\$ 33.86	\$ 34.71
Ultrasound Tech	*	2 years < 5 years	\$ 34.85	\$ 35.63	\$ 36.52
		5 years <10 years	\$ 36.00	\$ 36.81	\$ 37.73
		10+ years	\$ 37.00	\$ 37.83	\$ 38.78
* Must have proof of certification or registration, where applicable, to be paid above 0 < 2 year rate.					

LETTERS OF AGREEMENT

In accordance with the negotiated Collective Bargaining Agreement the following has been agreed to:

1. Fair Share

The non-dues paying members as of the September 5, 2006 of this Agreement will be grandfathered and exempt from the Fair Share requirements of the Agreement thereafter. New employees hired after the September 5, 2006 of the Agreement will be subject to fair share when all fair share procedures are complete. New employees will not be subject to retro payments.

2. Wage Review

At the request of either party, the parties agree to meet and review the wage rates in the bargaining unit. Such reviews are not required more frequently than once per year.

3. Sickness and Accident

The sickness and accident payment provided in Article 18 shall not be adversely affected by any employee's private insurance.

4. Shift Change Request

In the event if the majority of employees on a particular unit or shift express a desire to change their current shift hours, for example change from eight (8) hour shift to a twelve (12) hour shift, then, upon notification from the union, the employer will meet and discuss the possibility of changing such shifts as well as the details of the shift hour changes. It is understood that the employer, in this case, has the sole discretion to approve such request.