



**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**TEMPLE EAST, INC.
NORTHEASTERN HOSPITAL**

AND

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

JULY 1, 2007 – JUNE 30, 2013

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AGREEMENT

AGREEMENT made and entered into this 27th day of June 2007 by and between **TEMPLE EAST, INC. – NORTHEASTERN HOSPITAL**, (hereinafter referred to as "Northeastern"), and its successors and assigns, and **NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO AND ITS AFFILIATE DISTRICT 1199C**, with its offices at 1319 Locust Street, Philadelphia, Pennsylvania, 19107 (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of Northeastern, as hereinafter defined, now employed and hereinafter to be collectively designated as the "Employees."

WITNESSETH

WHEREAS, Northeastern recognizes 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 mutual interests of Northeastern as well as of its employees and the patients of the Hospital to avoid interruptions and interferences with Northeastern's operations 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 I RECOGNITION

Section 1.

(a) Northeastern 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-95-160-E.

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

(c) Part-time employees as defined in Section (b) above shall be entitled to vacation, sick leave, holidays and paid leave on a pro-rata basis.

(d) This Agreement shall not apply to a temporary employee or students. A temporary employee is defined as one who is hired for a period of up to six (6) months and is so informed at the time of hire. The said six (6) month period may be extended an additional six (6) 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.

Section 3.

At the time a new employee subject to this Agreement is hired, Northeastern shall deliver to said employee a copy of this Collective Bargaining Agreement. The cost of publishing this Agreement shall be borne equally by Northeastern and the Union.

ARTICLE 2 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/her periodic dues. In the event the tender of initiation fees becomes a valid condition of membership in good standing under applicable law or court decision, then such tender of initiation fees shall become valid for the purpose of this Article.

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 initiation fees have not been tendered.

ARTICLE 3 CHECK-OFF

A. Membership Dues

Section 1.

Upon receipt of a written authorization from an employee in the form annexed hereto as in Appendix D, Northeastern shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first (1st) pay period following the completion of the employee's probationary period, and remit to the Union regular dues and standard assessment as fixed by the Union.

Section 2.

Northeastern shall be relieved from making such check-off deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, (d) an approved leave of absence, or (e) revocation of the check off authorization, in accordance with its terms or with applicable law. This provision, however, shall not relieve any Union members of the obligation to make the required dues payment pursuant to the Union constitution in order to remain in good standing.

Section 3.

Northeastern shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions. Employees returning from Leave of Absence shall have their "check-off" continued or resumed immediately.

Section 4.

Each month, Northeastern shall remit to the Union deductions made from the wages of employees and their social security numbers for the preceding month, together with a list of all employees from whom deductions have been made.

Section 5.

Northeastern will furnish the Union each month with the names of newly hired employees, their addresses, social security number, rates of pay, classifications of work, their dates of hire, and the names of terminated employees, together with their dates of termination, their rates of pay, and names of employees on leave of absence, and those returning from leave of absence, their rates of pay, and the names of employees transferred into and out of bargaining unit positions and their rates of pay. Employees shall promptly notify Northeastern of changes in their addresses and names. Northeastern shall provide to the Union, once yearly (January 31st) an updated seniority list.

Section 6.

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

B. Agency Fee

Section 1.

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

Section 2.

The Union shall provide Northeastern with the name of each non-member who is obligated to pay a Fair Share fee, the amount of the fee that he/she is obligated to pay, and a reasonable schedule for deducting the Fair Share fee from the salary or wages of each non-member. Upon receipt of said notice, Northeastern shall deduct the Fair

Share fee in accordance with the schedule, and promptly transmit the amount deducted to the Union.

Section 3.

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

Section 4.

Northeastern shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an approved leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 5.

Northeastern shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions. Employees returning from leave of absence or transferring from a different classification shall have their check-off continued or resumed immediately.

Section 6.

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

ARTICLE 4 NO DISCRIMINATION

Neither Northeastern nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national

origin, political belief, sex, age, sexual orientation, Union membership or non-membership, or disabled employees provided such disability does not interfere with the performance of work responsibilities or duties in accordance with applicable law. Northeastern and the Union will cooperate in the effectuation of the Hospital's Affirmative Action Program.

ARTICLE 5 UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

Section 1.

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

Section 2.

Representatives of the Union, after receiving the permission of the Director of Human Resources, shall have reasonable access to Northeastern premises for the purpose of administering this Agreement.

Section 3.

Northeastern will provide three (3) specific bulletin boards, which may be used by the Union for the purpose of posting only Union notices. Such bulletin boards shall be conspicuously located and at places readily accessible to the employees' place of work.

Section 4.

(a) The work schedules of employees elected as Union Delegates shall be adjusted so far as practical to permit attendance at regularly scheduled delegate assembly meetings after normal working hours, provided that Northeastern's operations shall not be impaired. The Union shall give reasonable notice to the Department of Human Resources of such regularly scheduled meetings and the names of the delegates.

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

Section 5.

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

**ARTICLE 6
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. Northeastern, 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 Northeastern shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE 7
SENIORITY, LAYOFFS & PROMOTIONS**

Section 1. Definition

Bargaining unit seniority is defined as the total length of time an employee has been continuously employed by Northeastern in the bargaining unit since his/her last date of hire. Employees who are hired the same date will be carried on the seniority list alphabetically by last name at the time of hire.

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. Part-time employees shall earn seniority on a one-half (1/2) basis.

(b) Temporary employees as defined by Article 1, Section 1(d) shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee become a permanent employee, his/her seniority shall be retroactive to the date of employment subject to the provisions of Section 2(a) above. However, an employee who has been in temporary status in the same job for six (6) consecutive months and is hired as a permanent employee in said job shall serve a thirty (30) day probationary period.

(c) 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 six (6) months or an employee's length of service; (3) during military service as provided by Federal Law.

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

(e) Superseniority is granted to Union delegates for purpose of recall and layoff only.

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 Northeastern, 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 the notice sent by certified mail to the last address furnished to Northeastern by the employee. Northeastern shall send a copy of the notification to the Union.

(f) Fails to report for recall to the assigned job.

(g) An absence from work for three (3) consecutive work days without notice or permission shall be deemed a voluntary resignation.

Section 4. Lay-Off

(a) In the event of a lay-off in a department within a job classification, temporary employees shall be laid off first, then part-time employees less than twenty (20) hours, then probationary employees, then regular part-time employees and regular full-time employees on the basis of their bargaining unit seniority. For the purpose of this provision departments are defined as follows:

1. Admissions
2. Anesthesiology
3. Chemotherapy
4. Clinical Laboratory – Lab, Histology/Cytology, Blood Bank
5. Communications
6. Data Processing
7. Diagnostic Imaging – Radiology, Cat Scan, MRI, Ultrasound, Mammography
8. Electrocardiology
9. Endoscopy
10. Finance
11. Hospitality & Nutrition Services
12. Housekeeping
13. Instrument Processing
14. Laboratory
15. Material Management
16. Medical Records
17. Nuclear Medicine
18. Nursing – 3 Tower, 4 Tower, 5 Tower, 6 Tower, 7 Tower, OB/GYN, ICU, ED, and Pain Management.
19. Patient Transport
20. Perioperative Services - OR, SPC, and Recovery Room
21. Pharmacy
22. Physical Therapy—Inpatient and Outpatient
23. Plant Maintenance
24. Plant Operations

25. Quality Management
26. Respiratory
27. Sports Medicine
28. Utilization Review

(b) In the event a full-time, permanent, non-probationary employee is scheduled to be laid off from a department within a job classification, he/she may displace another employee within the department of equal or lesser classification on the basis of bargaining unit seniority, provided he/she has the ability to perform said job within thirty (30) days. The immediate supervisor shall determine the employee's acceptability during the probationary 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. If this occurs Northeastern will state the reason therefore in writing to the Union and the affected employee.

(d) Employees scheduled to be laid off shall be entitled to two (2) weeks notice or pay in lieu thereof.

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 for the length of an employee's service, whichever is less.

(b) Employees on lay-off shall be recalled as follows: (1) to a position, if open, previously held successfully in the department and job classification by the employee regardless of place on recall list; (2) in reverse order of lay-off to other open positions in the department and job classification with the following provisions: (a) employees may not upgrade from the recall list; (b) the employee must have the ability to perform the open position. The hiring supervisor shall determine the employee's acceptability for the position during the applicable probationary period for a newly hired employee; if the employee is not acceptable, he/she shall be returned to the recall list; (c) when probationary employees are laid off they have no recall rights.

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

PROMOTION/TRANSFER

Section 6.

(a) Where a promotion/transfer vacancy in a bargaining unit job occurs, Northeastern will post the opening for three (3) days, exclusive of Saturdays, Sundays and holidays.

(b) All bids must be submitted in person, and in writing, to the Human Resources Department within the three (3) days period.

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

- (1) Ability to perform the job.
- (2) Approval of the hiring supervisor.
- (3) Satisfactory work record.
- (4) Finally, on the basis of bargaining unit seniority.

Section 7.

(a) An employee who is promoted/transferred shall serve the same length of time in a probationary period on the new job as a new hire. 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) When a transfer in the same job which represents only a change in shift, the probationary period shall be sixty (60) days, with return rights in accordance with Section 7 (a) above.

(c) An employee who is promoted/transferred who is disciplined or discharged during the probationary period for disciplinary reasons may utilize the Grievance and Arbitration provisions as outlined in Article 11.

Section 8.

Any employee selected by Northeastern for a promotion outside the bargaining unit may be returned at the employee's option within ninety (90) 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 Northeastern, 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 recall list.

Section 9.

Nothing in the above shall limit Northeastern's right to hire from the outside.

Section 10.

If an employee is awarded, after bidding, a position he/she shall not thereafter be allowed to bid for any position for twelve (12) months.

Section 11.

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

ARTICLE 8 RATES OF PAY

Section 1.

(a) Effective the first full pay period in July 2007, the wage scale shall be increased by three percent (3%) and all employees shall receive a three percent (3%) increase or brought up to the salary scale, whichever is greater. (See Appendices).

(b) Effective the first full pay period in July 2008, the wage scale shall be increased by three percent (3%) and all employees shall receive a three percent (3%) increase or brought up to the salary scale, whichever is greater.

(c) Effective the first full pay period in July 2009, the wage scale shall be increased by three percent (3%) and all employees shall receive a three percent (3%) increase or brought up to the salary scale, whichever is greater.

(d) Effective the first full pay period in July 2010, the

wage scale shall be increased by three percent (3%) and all employees shall receive a three percent (3%) increase or brought up to the salary scale, whichever is greater.

(c) Effective the first full pay period in July 2011, the wage scale shall be increased by three percent (3%) and all employees shall receive a three percent (3%) increase or brought up to the salary scale, whichever is greater.

(d) Effective the first full pay period in July 2012, the wage scale shall be increased by three percent (3%) and all employees shall receive a three percent (3%) increase or brought up to the salary scale, whichever is greater.

Section 2. Radiology Ranges

(a) Effective each July 1, employees who have two (2) or more years of experience, shall be placed at the salary rate or shall receive a three percent (3%) increase whichever is greater.

(b) The Hospital agrees to meet and discuss with the Union concerning market adjustments within the ranges during the life of the Agreement.

ARTICLE 9 HOURS OF WORK

Section 1.

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

Section 2.

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

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

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

ARTICLE 10 OVERTIME

Section 1.

(a) Employees shall be paid one and one half (1½) times their regular rate of pay for all authorized time worked in excess of forty (40) hours per week.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Holidays and Personal days shall be considered as hours worked for the purpose of computing overtime.

**ARTICLE 11
GRIEVANCE PROCEDURE**

Section 1.

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

Step 1 An employee having a grievance, and his/her Union delegate shall discuss it with his/her immediate supervisor within ten (10) working days after it arose or should have been known to the employee. Northeastern shall give its response through the supervisor to the employee, and his/her Union delegate within five (5) working days after the presentation of the grievance.

Step 2 If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2 they shall be reduced to writing on grievance forms (which shall then be assigned a number by the Department of Human Resources at the Union's request), signed by the grievant and his/her Union representative, and presented to the Department Head and the Department of Human Resources. A grievance so presented in Step 2 shall be answered in writing within five (5) working days after its presentation. A hearing shall be convened on the matter if requested by either party.

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 at this step to the Department of Labor Relations. The Department of Labor Relations shall hold a hearing within five (5) days and shall thereafter render a decision in writing within five (5) days.

Section 2.

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

Section 3.

An employee shall have the right to have a Union representative present at all disciplinary hearings if so desired; and at the receipt of discipline if the representative is requested and available.

Section 4.

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

Section 5.

An employee who has been suspended or discharged, or the Union on his or her behalf, may file within five (5) business days of the suspension or discharge, a grievance in writing in respect thereof with the Director of Labor Relations or his/her designee at Step 3 of the foregoing Grievance Procedure. Any prior written warnings applicable to the employee shall be mailed to the Union by Northeastern within five (5) days after the employee is notified of his or her discharge.

Section 6.

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

Section 7.

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

Section 8.

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

**ARTICLE 12
ARBITRATION**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

**ARTICLE 13
RESIGNATION**

Section 1.

An employee who resigns shall give Northeastern two (2) weeks advance written notice.

Section 2.

An employee who gives such notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time earned on the effective date of the resignation or termination.

If notice is not given as provided above, an employee shall not

be entitled to such payment, provided it was physically possible for the employee to have given such notice.

**ARTICLE 14
MANAGEMENT RIGHTS**

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

**ARTICLE 15
NO STRIKE OR LOCKOUT**

Section 1.

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

Section 2.

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

Section 3.

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

- (a) Publicly disavow such action by the employees.
- (b) Advise the Department of Human Resources of Northeastern in writing that such action by employees has not been called or sanctioned by the Union.
- (c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- (d) Post notices at Union Bulletin Boards advising that it disapproves such action and instruct employees to return to work immediately.

Section 4.

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

**ARTICLE 16
UNPAID LEAVE**

Section 1.

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

- (a) Medical Leave of Absence Unpaid medical leave of absence may be granted for a period of up to six (6) months. The Employer has the right to verify the reason for the employee's absence and, prior to returning to work, the Employer may require that the employee be examined and given clearance to return to work by a physician. Employees are eligible for such unpaid leave after they have been continuously employed for 12 months in accordance with the Family Medical Leave Act. An employee will be entitled to return to his/her former position if the leave is three (3) months or less upon two

(2) weeks written notice. If the leave exceeds three (3) months, an employee will be entitled to return to his/her former position provided it is not filled or to a comparable position if vacant upon two (2) weeks written notice.

Otherwise, the employee shall be placed on the recall list. Failure to return to work within the time limits specified above shall result in termination unless the employee has requested and received an extension of leave from Northeastern in writing.

- (b) Other Leaves – A leave of absence for any employee may be approved by the department head and the Department of Human Resources for a period not in excess of thirty (30) days, and may be renewed upon application to, and approval by Northeastern. An employee returning from an unpaid leave of absence shall be returned to their former position provided that position has not been filled. If the position has been filled, the employee shall be considered laid off subject to Article 7, Section 5.

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

- (d) Union Business A leave of absence not to exceed one (1) year shall be granted to employees with at least one (1) year of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of Northeastern or a particular department or division. Upon return to work an employee shall be entitled to return to his/her former position if vacant or filled by a temporary employee.

Otherwise, an employee shall be able to exercise his/her recall rights specified in Article 7, Section 5.

Section 2.

While on unpaid leave of absence, an employee shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. An employee shall accrue seniority subject to the provisions of Article VII. During such leaves of absence all benefits shall cease, except those covered under the Family Medical Leave Act, unless the

employee is able to make arrangements for paying the full cost of such benefits. As a condition of reinstatement following a leave of absence for illness, an employee must provide written certification from their physician and Northeastern may require the employee to receive the approval of the Employee Health Service Physician.

ARTICLE 17 PAID LEAVE

Section 1. Funeral Leave

An employee will be granted up to four (4) days (up to and including 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, father, mother, child, sister, and brother. Employees shall be granted up to three (3) days (up to and including day after burial) with pay to attend the funeral of a grandparent, father-in-law or mother-in-law. Employees shall be granted an absence of one (1) day with pay to attend the funeral of a sister-in-law, brother-in-law or grandchild. An employee shall notify his or her supervisor prior to taking such leaves.

Section 2. Jury Duty

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

ARTICLE 18 WELFARE

Section 1.

(a) Effective November 1, 2007, Northeastern will allow each full-time bargaining unit employee to have the option to elect the benefit program offered by Temple or switch to the 1199C Health and Welfare Fund. Northeastern shall hold an open enrollment in accordance with (1b) below for all eligible employees to allow the option to switch between the Temple plan and the 1199C Health and Welfare Fund.

(b) Between September 15th and October 1, 2007 Northeastern shall hold an open enrollment in which all eligible employees may opt to switch between the Temple plan and Health and Welfare Fund with employee selection being effective November 1, 2007. Additional opportunities to switch will be available between September 15th and October 1st 2009, and 2011. Changes during these enrollments will be effective each November 1st.

(c) The employee contributions for each full-time bargaining unit employee enrolled in either plan described above shall have bi-weekly payroll deductions, on a pre-tax basis, in an amount in accordance with the schedule reflected in Appendix E. This co-payment shall be retained by Northeastern. For employees electing Temple benefits, such contributions shall be applied to Health, Basic Life, Prescription, and Vision coverage. All other benefits are voluntary and are the responsibility of the employee.

(d) Non-probationary, full-time employees and their legally dependent spouses and children who elect the Temple coverage may enroll in the dental program. The employee contribution for dental insurance shall be 25% of the premium of the coverage and plan elected.

(e) In the event Temple switches any of its carriers, an equal or greater level of benefit must be maintained. Prior to making any change Temple will meet and discuss with the Union.

Section 2. Part-time Employees

(a) As referenced above, Northeastern will allow each part-time bargaining unit employee to have the option to elect the benefit program offered by Temple or the 1199C Health and Welfare Fund.

(b) The employee contribution for the part-time employee selecting the 1199C Health and Welfare Fund or single coverage in the benefit program offered by Temple shall be the same as the weekly contribution for a full-time employee noted in Appendix E. This co-payment shall be retained by Northeastern.

(c) For part-time employees selecting family coverage in the benefit programs offered by Temple, the part-time employee shall pay the difference between the monthly premium for single coverage and the monthly premium for family coverage.

Section 3.

(a) Northeastern will make contributions to the Fund in the amount requested by the Trustees to maintain the level of benefits in effect as of October 31, 2007 for the duration of the contract as follows: Northeastern shall retain all employee contributions. Effective November 1, 2007, Northeastern's contribution shall be 30.5% of gross payroll. The contract shall be reopened prior to December 31, 2007 for the sole purpose of applying the four year rate manual effective July 1, 2008. Northeastern Hospital will pay the same percent of payroll as Temple University Hospital July 1, 2008 through June 30, 2012. For the final year of the Agreement, the one year rate will apply according to the rate manual then in effect. It is understood that the rate may be reduced however, during the term as determined by the Trustees. Such contributions shall be used by the Trustees of the Benefit Fund for the purpose of providing the employees with disability benefits, death benefits, hospital benefits and dental and prescription program of benefits, as the Trustees of the said Fund may from time to time determine.

(b) Such payments shall be made by the Hospital monthly based upon the previous month's payroll.

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

(d) An independent audit of the Fund shall be made annually, and a statement of the results thereof shall be furnished to the Hospital.

(e) Together with the periodic payments herein provided, Temple shall submit regular monthly reports in such a form that may be necessary for the sound and efficient administration of the Fund. Such regular monthly reports shall, as a minimum, include employees' names, classifications, dates of hire, hours of work, social security numbers, base

and gross wages or salaries paid to employees, dates of termination or leave and such other information as may be required by law or the Fund in order to determine eligibility for benefits. The Hospital agrees to permit the Fund accountant to audit its records to verify the accuracy of its payments

**ARTICLE 19
PENSION FUND**

Section 1. Non-contributory Defined Contribution Retirement Plan

(a) Effective July 1, 2005 non-probationary, full-time, permanent members of the bargaining unit shall be entitled to twenty-five (\$25.00) dollars per month, per year of service at a normal retirement (age 65) for credit service subsequent to July 1, 2005.

(b) Effective on November 1, 2007, employees will participate in this non-contributory defined contribution pension plan that allows for increased contributions based on participation in the plan from November 1, 2007, forward.

(c) The contributions schedule shall be as follows:

Years of Participation beginning November 1, 2007	Hospital Contribution
Less than 3 years	3.0%
3 through 4 years	3.5%
5 through 6 years	4.0%
7 through 8 years	4.5%
Greater than 8 years	5.0%

(d) 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.

(e) Part-time employees participate in this plan under the same terms and conditions as full time employees, however, Temple will make its contribution to part-time employees' accounts the following year as soon as administratively feasible once the Temple certifies part-time employees worked 1000 hours in the prior year and satisfied all eligibility requirements.

(f) Vesting for this plan shall be three (3) years of credited service where the employee has worked at least 1000 hours per plan year. All vesting credit received by employees under the current Defined Benefit pension plan, the Hospital's former pension plans or Temple University Health System retirement plans will be applied toward this plan for vesting purposes only.

Section 2.

Effective October 31, 2007, employees covered by this contract that participate in the Retirement Plan of Temple East, Inc. and Affiliated Employers for Collectively Bargained Employees (Defined Benefit plan) will cease active participation in that plan. No future benefits shall accrue to these participants. Active participant as of that date that are not vested in the plan will continue to earn vesting credit while actively employed by Temple. The only exception to the above would occur if an employee is eligible for retirement during the term of this agreement and elects to remain in the Defined Benefit plan. Temple will allow such individuals to remain in the Defined Benefit plan until retirement.

Section 3. Tax Deferred Annuity Plan

(a) 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.

(b) Temple reserves the right to change the carrier(s) under the Tax Deferred Annuity Plan. Temple agrees to meet and discuss any changes with the Union prior to implementation.

**ARTICLE 20
HOLIDAYS**

Section 1.

(a) Employees who have completed their first ninety (90) calendar days of employment shall be entitled to the following holidays:

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

(b) In addition, employees shall receive five (5) personal holidays in the pay period of each year that includes July 1st which must be used annually by the end of the last full pay period in June of the following calendar year.

Newly hired employees shall be entitled to personal holidays, after ninety (90) calendar days of employment, based on hired work hours and date of hire as follows:

<u>Date of Hire</u>	<u>Number of Days</u>
July, August	5 days
September, October	4 days
November, December	3 days
January, February	2 days
March, April	1 day
May, June	0 days

(c) Personal and named holidays shall be prorated for employees hired to work less than forty (40) hours per week.

(d) Full-time LPNs who regularly work three (3), twelve (12) hour shifts and are scheduled to work on a named holiday, will receive an additional 12 hour day off or 12 hours straight time pay at the discretion of Northeastern.

Section 2.

(a) The additional days shall be taken at a mutually agreeable time, and shall be requested at least seven (7) days in advance. Once scheduled, these days shall not be canceled by an Employee without the consent of Northeastern. In the event of an emergency, a request with less than seven (7) days notice will not be precluded. If this occurs, the employee will be notified in a timely manner.

Section 3.

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

(b) In the event an employee is required to work on the above named holidays, he/she shall be paid time and one-half (1 ½) for all hours worked on the holiday, and shall, in addition, receive an additional day off at his/her regular rate of pay within thirty (30) days of the holiday or an extra day's pay at the same rate in lieu thereof, as determined by Northeastern. Northeastern will take into consideration the employee's expressed preference.

Section 4.

In order to be eligible for holiday benefits, an employee must have worked the last scheduled work day before and the first scheduled work day after the holiday, except in the case of illness or accident preventing the employee from working as evidenced by written certificate of physician or other proof if requested by Northeastern. An employee who fails to report to work on the holiday when scheduled to work shall not receive pay for the unworked holiday.

Section 5.

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

Section 6.

If one of the holidays falls during an employee's regularly scheduled day off, the employee shall receive a day off at his/her regular rate of pay within thirty (30) days of the holiday or an additional day's pay at the same rate in lieu thereof, as determined by Northeastern.

ARTICLE 21 VACATION

Section 1.

Employees shall earn vacation each year with pay in accordance with the following schedule:

Length of Service as of July 1

Less than four (4) years

Four (4) years

Fourteen (14) years

Vacation

Two (2) weeks

Three (3) weeks

Four (4) weeks

Section 2.

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

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

Section 3.

No part of an employee's vacation schedule may be charged to sick leave. Employees shall earn vacation each pay period and may accumulate up to one and one-half (1 ½) times the employee's annual entitlement. Newly hired employees may use accumulated vacation after ninety (90) days.

Section 4.

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

Section 5.

Employees may request vacation in one-half (1/2) day increments.

ARTICLE 22 PAID SICK LEAVE

Section 1. Definition

"Sick Leave" is defined as an absence of an employee from

work by reason of illness or accident, which is non-work connected, or is not compensable under the Worker's Compensation Laws of Pennsylvania.

Section 2. Eligibility and Benefits

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

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

(c) Accrued sick leave may be accumulated without maximum.

Section 3.

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

Section 4. Notification and Proof of Illness

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

Section 5.

An employee who has submitted his/her notice of resignation shall not be entitled to use paid sick leave during the notice period.

ARTICLE 23

SHIFT DIFFERENTIAL AND ON-CALL PAY

Section 1.

(a) Employees working on a shift which begins on or after 12:00 noon and before 1:00 a.m. shall continue to receive their current

shift differential. Employees hired to work flex shifts of ten (10) hours or more shall receive shift differential for shifts beginning on or after 11:00 a.m. and before 1:00 a.m. An employee who is entitled to a shift differential for work on his/her regular shift shall receive the shift differential for overtime hours that are an extension of his/her regular shift. A shift differential shall not be paid when employees are authorized to exchange shifts temporarily for personal reasons.

(b) Effective the first full pay period in July 2007 the shift differential shall be \$0.70 per hour. Effective the first full pay period in July 2008 the shift differential shall be \$0.80 per hour. Effective the first full pay period in July 2009 the shift differential shall be \$0.90 per hour.

Section 2.

A shift differential shall not be gained or lost as a result of an extension of a shift caused by overtime. This only refers to extensions of a shift. If an employee works a complete double shift, it is not considered a shift extension and the employee will be paid shift differential for the full shift worked where a differential is normally paid.

Section 3.

An employee called in to work will be guaranteed a minimum of four (4) hours work or pay in lieu thereof.

Section 4. On-Call

Effective the first full pay period in July 2007 the on-call pay rate shall be two dollars (\$2.00) per hour.

ARTICLE 24 SEPARABILITY

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

**ARTICLE 25
PAST PRACTICES**

Section 1.

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

**ARTICLE 26
MISCELLANEOUS**

Section 1. Meet and Discuss

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

(b) Labor Management Committee

(1) In order to promote the highest levels of patient care and employee satisfaction the parties agree to establish a Labor Management Committee to review practices and make recommendations on safety and health conditions in the workplace, quality of work life, skill development and employee training and other issues of mutual concern within the hospital.

(2) The committee will be composed of designated Hospital management representatives and designated Union representatives. Either party may request a meeting through the Human Resources Department and such requests shall not be unreasonably denied. Each party will select their designated representatives.

(3) The Union and Hospital will submit an agenda to the other party one (1) week before the meeting.

(4) 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.

(c) Meet and Discuss subject matters as defined in Act 195 are not subject to the grievance and arbitration procedures contained in this Agreement.

Section 2. Infractions

Infractions on an employee's record not resulting in discharge shall be cleared after one (1) year, provided that the one (1) year shall be free of infractions.

Section 3. 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. Any employee who is aggrieved by the content of such evaluation shall have the right to pursue the validity of the evaluation through the grievance procedure provided herein.

Section 4. Access to Personnel Files

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

Notice to review such files shall be given by the employee or the Union in writing to Northeastern and the files shall be made available by Northeastern 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 5. Classification Pay

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

submit to the Union the description of the new position or change in the duties of the existing position.

(b) When an employee works eight (8) consecutive hours (7 ½ hours for employees working a 7 ½ hour work day) in a higher classification than that in which he/she is normally classified, he shall be paid at the higher rate for all hours in the higher classification.

Section 6. Job Description

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

Section 7. Rest Periods

Where practicable, Northeastern agrees to provide two, fifteen (15) minute rest periods, one in each half of the shift. Employees scheduled to work twelve (12) or more consecutive hours may be granted an additional rest period.

Section 8. Uniforms

(a) Effective July 1, 2005 Northeastern will provide all full-time employees required to wear uniforms a monthly uniform allowance of ten dollars (\$10.00) per month paid on a semi-annual basis.

(b) Effective July 1, 2009, Northeastern will provide all full time employees required to wear uniforms a monthly uniform allowance of twelve dollars (\$12.00) per month paid on a semi-annual basis.

Section 9. Safety Shoes

Employees required to wear safety shoes shall receive up to one hundred dollars (\$100.00) every two (2) years during the life of this agreement upon proof of purchase of proper safety shoes.

Section 10. Tuition

Employees shall be eligible for tuition remission/reimbursement in accordance with the TUHS Policy. 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.

**ARTICLE 27
DISCHARGE AND PENALTIES**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

**ARTICLE 28
EFFECTIVE DATES AND DURATION**

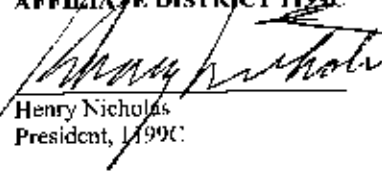
This Agreement shall be effective July 1, 2007 and shall continue in full force and effect up to and including June 30, 2013 and shall continue in full force and effect thereafter unless and until either of


the parties hereto shall give to the other party notice in accordance with the applicable law.

**Appendix A
Clerical Rates**

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

NATIONAL UNION OF HOSPITAL & HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, AND ITS AFFILIATE DISTRICT 1199C
 TEMPLE EAST, INC. - NORTHEASTERN HOSPITAL


 Henry Nicholas
 President, 1199C


 Robert B. Birnbrater
 Vice President, Human Resources
 TUHS

/s/ Peter Gould
 Executive Vice President, 1199C

/s/ Sandra Caprisecca
 Director, Labor Relations TUHS

/s/ David Broder
 AHD, Human Resources, NEH

/s/ Karen Gluch Lea
 AHD, Clinical Services, NEH

/s/ Mary Ann Kent
 Director of Nursing, NEH

Clerical Position Titles	First Pay Period After Ratification	First Full pp July 2008	First Full pp July 2009	First Full pp July 2010	First Full pp July 2011	First Full pp July 2012
Clerk	14.15	14.57	15.01	15.46	15.92	16.40
Clerk II - Cat Scan - Medical Records - Radiology - Tel Oper/Console Atmd	14.91	15.36	15.82	16.29	16.78	17.28
Clerk III -Accounts Payable - Admissions - Billing - Medical Records - Sports Medicine - Unit/Ward Clerk	15.68	16.15	16.63	17.13	17.64	18.17
Console Operator/DP	16.02	16.50	17.00	17.51	18.04	18.58
TeleTech/Unit Clerk	16.84	17.35	17.87	18.41	18.96	19.53
Secretary II	16.40	16.95	17.46	17.98	18.52	19.08

**Appendix B
Clinical and Service Rates**

Clinical & Service Position Titles	First Pay Period After Ratification	First Full pp July 2008	First Full pp July 2009	First Full pp July 2010	First Full pp July 2011	First Full pp July 2012
Anesthesia Assistant Darkroom Tech/Orderly Diet Clerk/Food Service Worker	14.47	14.90	15.35	15.81	16.28	16.77
Environmental Aide Food Service Worker Nursing Assistant (non-certified) Orderly Patient Support Tech						
Surgical Sterilization Technician	14.91	15.36	15.82	16.29	16.78	17.28
Material Handler	15.05	15.50	15.97	16.45	16.94	17.45
Pharmacy Technician	15.27	15.73	16.20	16.69	17.19	17.70
Food Service Cook Certified Nursing Assistant Physical Therapy Aide	15.48	15.94	16.42	16.91	17.42	17.94
Patient Coordinator	15.68	16.15	16.63	17.13	17.64	18.17
Medical Assistant	15.68	16.15	16.63	17.13	17.64	18.17
Lab Phlebotomist	15.68	16.15	16.63	17.13	17.64	18.17
Environmental Lead Worker Lead Pt Support Tech	16.02	16.50	17.00	17.51	18.03	18.57
Pharmacy IV Tech	16.03	16.51	17.01	17.52	18.04	18.58
EKG Technician	16.46	16.95	17.46	17.98	18.52	19.08
OR Supply Technician	17.31	17.83	18.36	18.91	19.48	20.06
Lead Pharmacy Tech	17.58	18.11	18.65	19.21	19.79	20.38
Emergency Technician OB Technician Surgical Technician	18.94	19.51	20.10	20.70	21.32	21.96

**Appendix B (Continued)
Clinical and Service Rates**

Clinical & Service Position Titles	First Pay Period After Ratification	First Full pp July 2008	First Full pp July 2009	First Full pp July 2010	First Full pp July 2011	First Full pp July 2012
Coding Analyst	18.97	19.54	20.13	20.73	21.35	21.99
Severity Illness Analyst	20.00	20.60	21.22	21.86	22.52	23.20
Sr. EKG Technician	20.36	20.97	21.60	22.25	22.92	23.61
Licensed Practical Nurse	20.73	21.35	21.99	22.65	23.33	24.03
Physical Therapy Asst (Certified)	21.82	22.47	23.14	23.83	24.55	25.29
Lab Technician	22.23	22.90	23.58	24.29	25.02	25.77
Lab Technologist (December '07)	25.31	26.07	26.85	27.66	28.49	29.34
Telecommunication Specialist	24.91	25.66	26.43	27.22	28.04	28.88
Respiratory Therapist	24.94	25.69	26.46	27.25	28.07	28.91
Histology Lab Technician	24.85	25.60	26.36	27.15	27.97	28.81
Lead Histology Technician (October '07)	26.35	27.14	27.95	28.79	29.66	30.55
Sr. Respiratory Therapist (Certified)	26.45	27.24	28.06	28.90	29.77	30.66
Echocardiography Tgst (Registered)	28.58	29.44	30.32	31.23	32.17	33.14

Appendix C Maintenance Rates

Maintenance Position Titles	First Pay Period After Ratification	First Full pp July 2008	First Full pp July 2009	First Full pp July 2010	First Full pp July 2011	First Full pp July 2012
Mechanic Painter	21.45	22.09	22.75	23.43	24.13	24.85
Carpenter Electrician HVAC Plumber	21.97	22.63	23.31	24.01	24.73	25.47
Stationary Engineer	22.23	22.90	23.59	24.30	25.03	25.78
Lead Worker	23.55	24.26	24.99	25.74	26.51	27.31

Appendix D Radiology Rate

Radiology Position Titles	First Pay Period After Ratification	First Full pp July 2008	First Full pp July 2009	First Full pp July 2010	First Full pp July 2011	First Full pp July 2012
Radiology Technician						
0-1 yrs exp	24.35	25.08	25.83	26.60	27.40	28.22
1-2 yrs exp	25.50	26.27	27.06	27.87	28.71	29.57
2 yrs exp	31.30	32.24	33.21	34.20	35.23	36.29
Mammo/Special Procedures						
0-1 yrs exp	24.35	25.08	25.83	26.60	27.40	28.22
1-2 yrs exp	26.67	27.47	28.29	29.14	30.01	30.91
2 yrs exp	32.46	33.43	34.43	35.46	36.52	37.62
CAT Scan/Ultrasound/MRI						
0-1 yrs exp	25.50	26.37	27.06	27.87	28.71	29.57
1-2 yrs exp	26.67	27.47	28.29	29.14	30.01	30.91
2 yrs exp	32.46	33.43	34.43	35.46	36.52	37.62
Nuclear Medicine						
0-1 yrs exp	28.40	29.25	30.13	31.03	31.96	32.92
1-2 yrs exp	33.32	34.32	35.35	36.41	37.50	38.63
2 yrs exp	37.03	38.14	39.29	40.46	41.68	42.93

**Appendix E
Health and Welfare**

The employee weekly contribution requirements shall be as follows:

First full pay period in July 2007 twenty dollars (\$20.00) per week.
 First full pay period in July 2009 an additional \$10.00 per week
 First full pay period in July 2012 an additional \$10.00 per week

LETTER OF AGREEMENTS dated June 27, 2007:

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

1. CNA Uniforms

Within sixty (60) days following ratification of this Agreement, Nursing Management will meet with the CNAs to elicit their input related to changing the CNA uniform attire. Following review of the input provided the AHD for Patient Services will determine the feasibility for a change in uniform and define the uniform requirement.

2. Translation Services

Those employees certified as a dual role medical interpreter who are currently receiving twenty-five cents (\$.25) per hour for translation services will continue to receive such allowance for all regularly scheduled hours actually worked excluding overtime provided they maintain their certification status.

3. Health and Welfare Presentation

The Health and Welfare Fund will commit to provide a representative from the Fund to explain to newly hired employees the Fund's benefits. Such sessions must be regularly scheduled, as one (1) set day each month and employees will be invited to attend by the Human Resources Office. Employees shall attend without loss of pay.

4. Stationary Engineers

Stationary Engineers who are required to respond to a call during their designated meal break, shall be paid for actual time worked.

5. Market Adjustments

Market adjustments of thirty-five cents (\$.35) per hour were made to the following positions prior to the across-the-board increase in July 1, 2007:

Pharmacy Technician
Pharmacy IV Technician
Lab Technician
Histo Lab Technician

Market adjustments of fifty cents (\$.50) per hour were made to the following positions prior to the across-the-board increase in July 1, 2007:

Carpenter
Electrician
HVAC
Plumber

Market adjustments of seventy-five cents (\$.75) per hour were made to the following positions prior to the across-the-board increase in July 1, 2007:

Stationary Engineer

Lead Worker rates in Appendix C were increased to reflect a seventy-five cent (\$.75) increase on the current rate prior to the across-the-board increase in July 1, 2007.

Lead Worker rates on Appendix B were increased to reflect a one dollar and fifty cent (\$1.50) per hour differential above the hourly rate of the position they lead prior to the across-the-board increase in July 1, 2007.

6. Ratification Bonus

Upon ratification of the agreement, all full-time non-probationary employees shall receive a payment of three-hundred dollars (\$300) and all part-time non-probationary employees shall receive a one-hundred fifty dollar (\$150) payment.

7. Retention Bonus

Effective the first full pay period in July 2010 employees who were active on payroll on the date of ratification in 2007 will be eligible for a three-hundred dollar (\$300) retention bonus for full-time employees and one-hundred fifty dollar (\$150) payment for part-time employees.