



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**TEMPLE UNIVERSITY HOSPITAL –
EPISCOPAL CAMPUS**

AND

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

NOVEMBER 14, 2006 – NOVEMBER 8, 2012

TABLE OF CONTENTS

ARTICLES		PAGES
AGREEMENT	3
ARTICLE 1	RECOGNITION	3
ARTICLE 2	MAINTENANCE OF MEMBERSHIP	4
ARTICLE 3	CHECK-OFF	4
ARTICLE 4	NO DISCRIMINATION	6
ARTICLE 5	UNION ACTIVITY, VISITATION AND BULLETIN BOARDS	6
ARTICLE 6	PROBATIONARY EMPLOYEES	6
ARTICLE 7	SENIORITY, JAYOFFS & PROMOTIONS	7
ARTICLE 8	RATES OF PAY	9
ARTICLE 9	HOURS OF WORK	10
ARTICLE 10	OVERTIME	10
ARTICLE 11	GRIEVANCE PROCEDURE	11
ARTICLE 12	ARBITRATION	12
ARTICLE 13	RESIGNATION	12
ARTICLE 14	MANAGEMENT RIGHTS	12
ARTICLE 15	NO STRIKE OR LOCKOUT	13
ARTICLE 16	UNPAID LEAVE	13
ARTICLE 17	PAID LEAVE	14
ARTICLE 18	WELFARE	14
ARTICLE 19	PENSION FUND	16
ARTICLE 20	HOLIDAYS	17
ARTICLE 21	PAID TIME-OFF PROGRAM	17
ARTICLE 22	SHIFT DIFFERENTIAL AND ON-CALL PAY	19
ARTICLE 23	SEPARABILITY	19
ARTICLE 24	PAST PRACTICES	19
ARTICLE 25	MISCELLANEOUS	20
ARTICLE 26	DISCHARGE AND PENALTIES	21
ARTICLE 27	TRAINING AND UPGRADING	21
ARTICLE 28	DURATION	22
APPENDIX A	WAGE SCALE	24
APPENDIX B	WELFARE EMPLOYEE CONTRIBUTIONS	24
APPENDIX C	CHECK-OFF AUTHORIZATION	25
	SIDE LETTERS OF AGREEMENT:	26

AGREEMENT

AGREEMENT made and entered into this 10th day of November, 2006 by and between **TEMPLE UNIVERSITY HOSPITAL-EPISCOPAL CAMPUS** (hereinafter referred to as "Temple"), and the **NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO AND ITS AFFILIATE DISTRICT 1199C**, (hereinafter referred to as "Union") with its offices at 1319 Locust Street, Philadelphia, Pennsylvania 19107, acting herein on behalf of the employees of Temple University Hospital-Episcopal Campus, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

WITNESSETH

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

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of Temple as well as of its employees and to avoid interruptions and interferences with Temple'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. Temple and District 1199C agree to jointly petition the Pennsylvania Labor Relations Board for Certification upon formal affiliation with the Temple University Health System.

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 and sick leave benefits 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, Temple shall deliver to said employee a copy of this Collective Bargaining Agreement. The cost of publishing this Agreement shall be borne equally by Temple 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 an 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 fee 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 C, Temple shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's probationary period, and remit to the Union regular dues and standard assessment as fixed by the Union.

Section 2.

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

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

Section 4.

Each month, Temple 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.

Temple will furnish the Union each month with the names of newly hired employees, their addresses, social security numbers, 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 Temple of changes in their addresses and names. Temple shall provide to the Union, once yearly (January 31) an updated seniority list.

Section 6.

The Union shall indemnify and save Temple 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 Temple 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, Temple shall deduct the fair share fee in accordance with the schedule, and promptly transmit the amount deducted to the Union.

Section 3.

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

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

Section 5.

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

Section 6.

The Union shall indemnify and save Temple harmless from any claims, suits, judgments, expenses (including attorney's fees), 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 Temple 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. Temple and the Union will cooperate in the effectuation of the Temple University Health System 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 permission of the Director of Human Resources shall have reasonable access to Temple premises for the purpose of administering this Agreement.

Section 3.

Temple will provide two (2) 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 employee's place of work.

Section 4.

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 Temple'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.

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. Temple, 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 Temple shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 7
SENIORITY, LAYOFFS & PROMOTIONS

Section 1. Definition

Bargaining unit seniority shall be defined as the total length of time an employee has been employed by Temple since his/her last date of hire. Employees who are hired on 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 (½) basis.

b. Temporary employees as defined by Article I, 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 Temple.

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 Temple, 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 Temple by the employee. Temple 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.

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 Temple 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 Layoff

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 promotional/transfer vacancy in a bargaining unit job occurs, Temple 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) day 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 Articles 11 and 12.

Section 8.

Any employee selected by Temple 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 Temple, 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 9.

Nothing in the above shall limit Temple'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 Temple, a copy of the notice shall be provided directly to the Union.

**ARTICLE 8
RATES OF PAY**

a. Effective the first full pay period following ratification employees will be paid in accordance to the wage rate scale in Appendix A.

b. Effective the first full pay week in November 2007 employees will be paid in accordance to the wage rate scale in Appendix A.

c. Effective the first full pay week in November 2008 employees will be paid in accordance to the wage rate scale in Appendix A.

d. Effective the first full pay week in November 2009 employees will be paid in accordance to the wage rate scale in Appendix A.

e. Effective the first full pay week in November 2010 employees will be paid in accordance to the wage rate scale in Appendix A.

f. Effective the first full pay week in November 2011 employees will be paid in accordance to the wage rate scale in Appendix A.

g. Step increases shall be made the first full pay period following the employee's experience date for LPNs or bargaining unit service date for MHIWs in accordance with Appendix A.

**ARTICLE 9
HOURS OF WORK**

Section 1.

The regular work week 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 for 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 Temple, if Temple, by the designated advance time, telephoned to and left a message not to report at the telephone number supplied to Temple by the employee for this purpose.

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.

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

Section 2.

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

Section 3.

Temple, 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.

Jury Duty, Funeral Leave and Holidays shall be considered as time worked in the computation of 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. Temple 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 Temple to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 3.

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 Temple may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

Section 5.

An employee who has been 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 Temple 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 Temple or the Union to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules of the American Arbitration Association then prevailing.

Section 2.

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

Section 3.

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

Section 4.

The arbitrator shall have jurisdiction only over grievances after completion of the Grievance Procedure and he/she 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 Temple 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 paid personal leave (PPL) 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 Temple's operations and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved, the right to hire, 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 and maintain and enforce reasonable work standards and schedules, to make from time to time and enforce reasonable work rules, to introduce new work methods and facilities, and to change or eliminate existing methods whether or not the same causes any reduction in the working force, or reorganize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in Temple; provided that this Section will not be used for the purpose of discriminating against any employee on account of membership in the Union. The rights of management are limited only as expressly limited by the language of this Agreement.

**ARTICLE 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 Temple 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, stoppage or interruption of work, boycott, or other interference with the operations of Temple 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 Temple or of any other department occur, the Union, within twenty-four (24) hours of a request by Temple, shall:

- a. Publicly disavow such action by the employees;
- b. Advise the Department of Human Resources of Temple 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 actions and instruct employees to return to work immediately.

Section 4.

Temple 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 twelve (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 Temple 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 Temple. 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 shall not interfere with the operation of Temple 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 an unpaid leave of absence, an employee shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. An employee shall accrue seniority subject to the provision of Article 7. 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 Temple 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. Temple reserves the right to demand proof of any death and relationship for which leave is taken.

Section 2. Jury Duty

An employee who is called to jury duty shall be entitled to leave. Said employee shall be paid the difference between his/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. Temple will allow each full-time bargaining unit employee to have the option to remain in the benefit program offered by Temple or switch to the 1199C Health and Welfare Fund. Temple shall hold an open enrollment in accordance with (1 b) below for all eligible employees to allow the option to switch between the Temple plan and the 1199C Health and Welfare Fund.

b. Between November 15th and December 1st, 2006, 2007, 2009 and 2011, Temple shall hold an open enrollment in which all eligible employees may opt to switch between the Temple plan and Health and Welfare Fund. The selected coverage following the open enrollment held in 2006 will be effective January 1st or as soon as administratively possible. The enrollments thereafter will be effective each February 1st.

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

Section 2. Part-time Employees

a. As referenced in (1b) above, Temple 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 B. This co-payment shall be retained by Temple.

c. For part-time employees selecting family coverage in the benefit program 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. Effective the first full pay period in February 2007, Temple's contribution shall be 28.9% of gross payroll less employee contributions in accordance with the rate manual. The contract will be reopened December 31, 2006 for the sole purpose of applying the five year rate manual of 34.5% less employee contributions to be effective November 1, 2007. Thereafter, until October 30, 2012, Temple will contribute the sum requested by the Trustees to maintain the level of benefits in effect as of January 31, 2007 for the duration of the contract. But, in no event shall Temple's requirement be greater than the 34.5% before November 1, 2012. 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 a 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

Temple shall contribute three percent (3%) of base wages for each employee to the Temple University Health System, Inc. Defined Contribution Retirement Plan for all full time employees

a. Effective on January 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 January 1, 2007, forward.

b. The contributions schedule shall be as follows:

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

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 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.

e. 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 December 31, 2006, 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.

Full-time employees who have completed their first thirty (30) calendar days of full-time employment shall be entitled to the following holidays:

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

Section 2.

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

b. In the event an employee is required to work on 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 Temple. Temple will take into consideration the employee's expressed preference.

Section 3.

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 Temple. An employee who fails to report to work on the holiday when scheduled to work shall not receive pay for the unworked holiday.

Section 4.

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

Section 5.

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 Temple.

**ARTICLE 21
PAID TIME-OFF PROGRAM**

Section 1.

Under the Paid Time-Off Program, employees have two banks of time in order to receive paid time off: Paid Personal Leave (PPL) and Extended Sick Leave (ESL).

- a. PPL is used for absences such as vacation, illness, and personal business.
- b. ESL is available for use during periods of an extended illness exceeding twenty-four (24) scheduled work hours.

Section 2. Paid Personal Leave (PPL)

- a. Full-time employees are entitled to PPL each year in accordance with the following schedule:

<u>Years of Service</u>	<u>Bi-Weekly Accrual</u>		<u>Annual Accrual</u>	
	<u>PPL</u>	<u>ESL</u>	<u>PPL</u>	<u>ESL</u>
0 to 5 years	6.15 hrs	1.54hrs	160 hrs	40 hrs
5 to 13 years	7.70 hrs	1.54hrs	200 hrs	40 hrs
13 years or more	9.24 hrs	1.54hrs	240 hrs	40 hrs

- b. Full-time employees working less than forty (40) hours per week and regular part-time employees working 20 or more hours per week earn PPL/ESL on a pro-rata basis based upon their hired work hours.

Section 3.

PPL/ESL is earned beginning with the first date of employment or upon conversion to this program. Employees are entitled to use earned PPL after ninety (90) days of employment. PPL/ESL is earned during each pay period in which an employee is in a paid status for part or all of the pay. On an ongoing basis employees may accumulate up to eighty (80) hours over their annual PPL accrual (prorated for employees working less than a forty hour work week).

Section 4.

An employee who is absent due to illness shall use PPL for the first twenty-four (24) hours of absence due to illness (pro rata for part-time employees). Thereafter the employee shall exhaust the ESL bank. If an employee has additional PPL credits remaining, the employee shall use the remaining PPL time.

Section 5. Extended Sick Leave (ESL)

- a. Extended Sick Leave is available for periods of extended illness. ESL affords employees additional paid time off in the event of an absence caused by illness or injury exceeding twenty-four (24) scheduled work hours (pro-rata for part-time employees).

- b. Employees are entitled to ESL in accordance with Section 2 and may accumulate unlimited ESL hours.

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

Section 6.

PPL and ESL shall be paid at the employee's regular rate of pay at the beginning of the PPL period. Shift Differential shall be considered as a part of the employee's regular rate only for employees regularly working the evening or night shift. However, shift differential shall not be paid for PPL time used to cover absences due to illness or for ESL time.

Section 7.

Employees who have reached maximum accrual of PPL time in accordance with Section 3 shall have all excess hours credited to the employee's ESL bank.

Section 8.

- a. PPL may not be used once the employee gives notice of termination except when time has been previously approved.
- b. No part of an employee scheduled PPL may be changed to ESL. However, an employee's scheduled PPL exceeding twenty-four hours (24), part-time employees on a pro rata basis, may be changed to ESL only if the employee can provide proof of inpatient hospitalization.

Section 9. PPL Scheduling

a. PPL schedules shall be established by Temple taking into account the wishes of eligible employees and the staffing needs of Temple.

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

Section 10. 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. Temple may require written certification by a physician or other proof of illness or injury hereunder. Employees who have been on sick leave also may be required to be examined by the Temple Employee Health Service physician or his designee, before being permitted to return to work.

**ARTICLE 22
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 shift differential. 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 November 2007 the shift differential shall be increased to eighty-five cents (\$0.85) per hour.

c. Effective the first full pay period in November 2008 the shift differential shall be increased to ninety-five cents (\$0.95) per hour.

d. Effective the first full pay period in November 2009 the shift differential shall be increased to one dollar and five cents (\$1.05) 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.

**ARTICLE 23
SEPARABILITY**

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, ruling 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 24
PAST PRACTICES**

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

**ARTICLE 25
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 Temple and the files shall be made available by Temple within four (4) working days after receipt of such notice. The Union agrees not to utilize this right in an abusive or excessive manner.

Section 5. Classification Pay

If Temple should establish a new position or so substantially change the duties of an employee to such an extent that the employee's work does not fall within any classification covered by this Agreement, and yet involves duties

which render the employee subject to this Agreement, the wage rate of such employee shall be determined by negotiation between the Union and Temple. If the parties are unable to agree on a wage rate, the matter shall be subject to the grievance and arbitration procedures contained in this Agreement. Prior to the negotiation of the wage rate, Temple shall submit to the Union the description of the new position or change in the duties of the existing position.

Section 6. Tuition

Employees shall be entitled to receive the tuition remission/reimbursement benefits in accordance with the TUHS policy.

**ARTICLE 26
DISCHARGE AND PENALTIES**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

**ARTICLE 27
TRAINING AND UPGRADING**

Section 1.

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

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

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

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

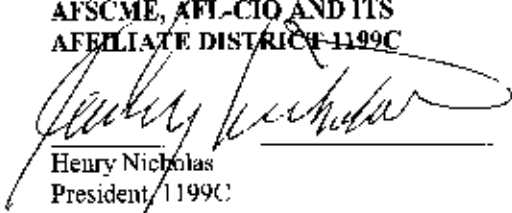
(d) Employees must exhaust tuition reimbursement benefits under the Training and Upgrading Fund prior to using benefits under the TUIS Tuition Benefit Program.

ARTICLE 28 DURATION

This Agreement shall be effective November 14, 2006 and shall continue in full force and effect up to and including November 8, 2012 and shall continue in full force and effect thereafter unless and until either of the parties hereto shall give to the other party notice in accordance with the applicable law.

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

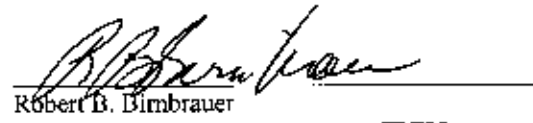
**NATIONAL UNION OF HOSPITAL
& HEALTH CARE EMPLOYEES,
AFSCME, AFL-CIO AND ITS
AFFILIATE DISTRICT 1199C**



Henry Nicholas
President, 1199C

/s/ Peter Gould
Executive Director, 1199C

**TEMPLE UNIVERSITY
HOSPITAL EPISCOPAL CAMPUS**



Robert B. Dimbrauer
Vice President, Human Resources, TUHS

/s/ Sandra Caprisocca
Director, Labor Relations TUHS

/s/ Kay Deming-Graham
Labor Relations, TUHS

/s/ Clara Galati
AHD, Human Resources
Episcopal Campus

/s/ Timothy Ward
AHD Patient Services
Episcopal Campus

Appendix A Wage Scale

LICENSED PRACTICAL NURSE WAGE SCALE

YEARS OF EXPERIENCE	FIRST PAY PERIOD AFTER RATIFICATION	FIRST FULL PAY WEEK NOVEMBER 2007	FIRST FULL PAY WEEK NOVEMBER 2008	FIRST FULL PAY WEEK NOVEMBER 2009	FIRST FULL PAY WEEK NOVEMBER 2010	FIRST FULL PAY WEEK NOVEMBER 2011
0-2	19.57	20.35	21.17	21.80	22.46	23.13
2-5	20.37	21.18	22.03	22.69	23.37	24.08
5-10	21.17	22.02	22.90	23.58	24.29	25.02
10+	21.97	22.85	23.76	24.48	25.21	25.97

MENTAL HEALTH WORKER WAGE SCALE

YEARS OF SERVICE	FIRST PAY PERIOD AFTER RATIFICATION	FIRST FULL PAY WEEK NOVEMBER 2007	FIRST FULL PAY WEEK NOVEMBER 2008	FIRST FULL PAY WEEK NOVEMBER 2009	FIRST FULL PAY WEEK NOVEMBER 2010	FIRST FULL PAY WEEK NOVEMBER 2011
0-2	15.94	16.57	17.23	17.75	18.28	18.83
2-5	16.14	16.82	17.48	18.00	18.53	19.08
5-10	16.34	17.07	17.73	18.25	18.78	19.33
10+	16.54	17.32	17.98	18.50	19.03	19.58

Appendix B Welfare Employee Contributions

The employee weekly contribution requirements shall be as follows:

- Current employee contributions.....\$10.00 per week
- First full pay period in December 2006 an additional \$10.00 per week
- First full pay period in October 2009 an additional \$10.00 per week
- First full pay period in October 2011 an additional \$10.00 per week

Appendix C Check-Off Authorization

DATE: _____

TO: _____

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

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

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER and the UNION, which occurs sooner. This authorization is made pursuant to the provisions of applicable law including Section 302(c) of the Labor Management Relations Act of 1947.

PRINT NAME: _____
SOCIAL SECURITY NUMBER: _____
DEPARTMENT: _____
ADDRESS: _____

Side Letters of Agreement:

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

1. Mental Health Worker Wages

Employees currently classified as Mental Health Worker I (MHW I) shall be paid one dollar and twenty five cents (\$1.25) per hour below the appropriate wage scale rate set forth for Mental Health Workers in Appendix A.

2. 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 two (2) set days of each month and employees will be invited to attend by the Human Resources Office.

3. Paid Time-Off Conversion

Upon conversion to Paid Time Off the employee's unused and accrued vacation and unused personal holiday time shall be placed in the employee's paid personal leave (PPL) bank. The employee's unused sick leave shall be placed in the employee's extended sick leave (ESL) bank.

In addition, on a one time basis, an employee may elect to transfer twenty-four hours of earned but unused sick leave into the employee's PPL bank. Such election must be made in writing on forms supplied by Human Resources no later than December 15, 2006.