

TEMPLE
University

**COLLECTIVE BARGAINING
AGREEMENT**

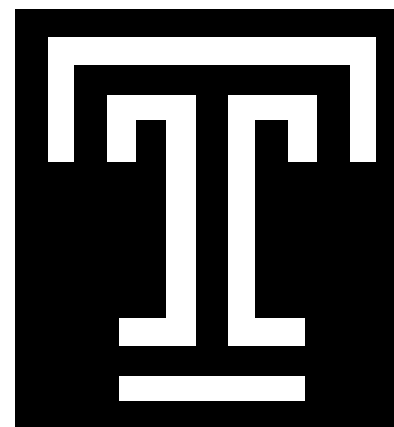
BETWEEN

**TEMPLE UNIVERSITY – OF THE
COMMONWEALTH SYSTEM OF
HIGHER EDUCATION**

AND

**THE PROFESSIONAL AND
TECHNICAL EMPLOYEES
ASSOCIATION (PTEA), AN
AFFILIATE OF THE NATIONAL
UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES,
AFSCME, AFL-CIO
DISTRICT 1199C**

JULY 1, 2006 – JUNE 30, 2011



**TEMPLE
UNIVERSITY**

PREAMBLE

This Agreement entered into by THE PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION, AN AFFILIATE OF NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, DISTRICT 1199C, hereinafter referred to as the "Union," and TEMPLE UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION, hereinafter referred to as "Temple," has as its purpose the promotion of harmonious relations between the Union and Temple; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

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:

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**ARTICLE I
RECOGNITION**

Section 1.

a. Temple 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-5757-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 the following benefits on a pro-rata basis; holidays, vacations, paid sick leave, funeral leave, and jury duty.

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 up to the length of maternity leave of the employee being replaced. Such an extension will not be arbitrarily or capriciously denied.

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 such copies of this Agreement shall be borne equally by Temple and the Union.

**ARTICLE II
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 membership therein during the period of fifteen (15) days prior to the expiration of this Agreement. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if the member timely tenders his or her periodic dues. 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 discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

**ARTICLE III
CHECK-OFF**

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 or transferred to a different classification or between University and Hospital payroll 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 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.

**ARTICLE IV
NO DISCRIMINATION**

Neither Temple nor the Union shall discriminate against or in favor of any employee because of race, color,

creed, marital status, sexual orientation, national origin, political belief, political affiliation, sex, age, union membership or non-membership. Neither Temple nor the Union shall discriminate against an individual with a disability who, with reasonable accommodation can perform the essential functions of the job or activity in question.

**ARTICLE V
UNION ACTIVITY, VISITATION, BULLETIN
BOARDS,
AND DELEGATE MEETINGS**

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 working time or in working areas at any time.

Section 2.

Representatives of the Union, after receiving permission of the Department of Personnel Services, or its designee, shall have reasonable access to Temple premises for the purpose of administering this Agreement.

Section 3.

Temple will provide five (5) 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 Personnel Services 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 work station. 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.

Section 6.

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.

**ARTICLE VI
PROBATIONARY EMPLOYEES**

Section 1.

Newly hired employees shall be considered probationary for a period of three (3) months 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 three (3) months. The termination or suspension of any probationary employee by Temple shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE VII
SENIORITY**

Section 1. Definition

Bargaining unit seniority shall be defined as the total length of time an employee has been employed by Temple since his last date of hire. Employees who are hired on the same date will be carried on the seniority list alphabetically by last name.

Section 2. Accrual of Seniority

a. An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the start of his probationary period. Part-time employee's shall earn seniority on a one-half (1/2) 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 seniority shall be retroactive to the date of employment subject to the provisions of Article VI. 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 months or an employee's length of service, except for maternity leave which is covered in Article XVI of this Agreement; (3) during military service as provided by Federal Law; (4) during Union Business Leave.

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:

a. Voluntarily terminates his regular full-time 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 an employee's service with Temple, whichever is less.

e. Fails to report in accordance with a notice for recall from lay-off within forty-eight (48) 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, probationary employees shall be laid off first, then regular part-time employees and then 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, he may either bid for a posted vacant position or displace another employee within the department of equal or lesser classification on the basis of bargaining unit seniority, provided he has the ability to perform said job within three (3) months. 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 four (4) weeks notice or pay in lieu thereof. Temple shall meet and discuss on such lay-offs.

Section 5. Recall from Lay-Off

a. In the event an employee is laid off, he 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 by the employee regardless of place on recall list; (2) in reverse order of lay-off to other open positions in the department with the following provisions: (a) employees may not up-grade 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 shall be returned to the recall list; (c) when probationary employees are laid off they have no recall rights.

ARTICLE VIII POSTING

Section 1.

Openings for bargaining unit positions shall be posted for three (3) consecutive work days at selected boards throughout the University. Work days shall not

include Saturdays, Sundays and Holidays. Such postings shall include the job title, minimum salary, salary grade, salary range, duties and responsibilities, qualifications and department.

Section 2.

All bids must be submitted in person and in writing to the Personnel Office within the three (3) day period.

Section 3.

A vacancy created by a successful bidder for an initial posting shall also be posted. Additional vacancies created by bidding shall not be posted.

Section 4.

An open position shall be defined as a position which has been posted for which no acceptable bidders have been found under this Article as a position which need not be posted in accordance with Section 3 above. Temple will submit to the PTEA a list of active position openings on a quarterly basis.

Section 5.

All rejected applicants for a posted job shall receive written notification from Temple of their rejection and the reasons for it.

Section 6.

Probationary employees shall not have the right to bid on any posted positions.

Section 7.

Successful bidders shall not be eligible to bid on a position for one (1) year from the date of starting in the new position.

PROMOTION/TRANSFER

Section 8.

Where a promotional/transfer vacancy in a bargaining unit job occurs, and two or more employees are under consideration for such vacancy who have the ability and skill to fill the vacancy, Temple shall promote/hire the employee with the greatest skill, present ability and prior job performance. Where there is no appreciable difference between the skill and the present ability of such employees, Temple shall promote the employee with the greatest seniority.

Section 9.

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 or her former position if vacant without loss of seniority or other benefits. If no position is open then the employee shall be placed on the recall list.

a. When a transfer in the same job which represents only a change in shift, the probationary period shall be Three (3) months, with return rights in accordance with Section 9 above.

Section 10.

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 or credits or at option of Temple, in its discretion he/she 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 service benefits and credits previously earned in the bargaining unit. If no position is open then the employee shall be placed on the recall list.

Section 11.

Employees may submit to the department manager a file bid to change his/her shift at any time. File bids will remain valid for twelve (12) months. Shift openings will be offered to the department's employees and will be awarded to the individual with the most bargaining unit seniority. This does not include an increase in hours, which shall be handled in accordance with the posting and bidding provisions of this Article. Employees who have active discipline (written warning or above) may be denied a shift transfer at the discretion of management.

**ARTICLE IX
RATES OF PAY**

Section 1.

- a. Effective July 1, 2006 pay increase of three percent (3%) of base rate across the board. (Appendix B)

- b. Effective July 1, 2007, a pay increase of three percent (3%) of the base rate across the board. (Appendix B)
- c. Effective July 1, 2008, a pay increase of three percent (3%) of the base rate across the board. (Appendix B)
- d. Effective July 1, 2009, a pay increase of three percent (3%) of the base rate across the board. (Appendix B)
- e. Effective July 1, 2010 a pay increase of three percent (3%) of the base rate across the board. (Appendix B)

Section 2.

All employees will move to a bi-weekly payroll as soon as administratively practicable before January 1, 2007 and receive payment of a one time \$600 bonus (\$300 for non probationary, part-time employees) at time of transition.

Section 3.

Promotions to a higher salary grade with respect to rates shall be administered as heretofore.

**ARTICLE X
HOURS OF WORK**

Section 1.

- a. 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.

b. Employees shall be required to work a reasonable amount of overtime when assigned by Temple.

c. Where obligated by applicable law employees shall be paid one and one-half (1 1/2) times the regular rate of pay for all authorized time worked in excess of forty (40) hours per week. Where Temple is not obligated by law to pay overtime pay, then at the discretion of the supervisor compensatory time may be granted for all hours scheduled and worked beyond the regular work week. Paid time except sick leave will count as hours worked under this section.

d. Whenever possible Temple will post work schedules two (2) weeks in advance.

Section 2.

The work week shall commence at 12:01 a.m. Sunday and shall end at 11:59 p.m. Saturday.

ARTICLE XI SHIFT DIFFERENTIAL AND ON-CALL PAY

Section 1.

Full-time employees working on a shift which begins after 12:00 noon and before 1:00 a.m. shall be paid a shift differential of one dollar (\$1.00) per hour. An employee who is entitled to a shift differential for work on his regular shift shall receive the shift differential for overtime hours that are an extension of his regular shift. A shift differential shall not be paid when employees are authorized to exchange shifts temporarily for personal reasons.

Section 2.

A shift differential shall not be gained or lost as a result of an extension of a shift caused by overtime.

Section 3.

If an employee is regularly assigned to a shift receiving a shift differential, the differential shall be included in calculating the employee's vacation, holiday and sick leave pay.

Section 4.

Employees shall be paid twelve dollars (\$12.00) per shift while on call.

Section 5.

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

ARTICLE XII HOLIDAYS

Section 1.

Full-time employees who have completed their first thirty (30) calendar days of full-time employment shall be entitled to eleven (11) holidays. These holidays shall be distributed throughout the year as follows:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas Day

Three (3) additional days which may be scheduled in accordance with an employee's personal preference.

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 cancelled by an employee without the consent of Temple. 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.

b. A new employee shall earn the three (3) additional days at the rate of one (1) day every four (4) months of service during his first year of employment. An employee who has at least one (1) year of service as of July 1 shall be entitled to the three (3) additional days as of July 1 each year.

Section 3.

a. Employees will receive their regular rate of pay for each holiday observed, provided that they are on active pay status when the holiday is observed. An employee shall be deemed to be in a pay status while he is on vacation, paid sick leave, worker's compensation, annual field training and civil disturbance duty not to exceed fifteen (15) calendar days.

b. In the event an employee is required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day he shall be paid at the rate of time and one-half (1 1/2) for all hours worked on the holiday and shall, in addition, receive an additional day off at his regular rate of pay within thirty (30) days or an extra day's pay at the same rate in lieu thereof, as determined by Temple.

c. An employee who works on Friday after Thanksgiving and the Day before Christmas shall be paid his regular rate of pay for all hours worked on the holiday, and shall, in addition, receive an additional day off with such 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.

Section 4.

Recognizing that Temple 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.

Section 5.

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 (or day selected in lieu of 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 for work on a holiday when scheduled to work shall not receive pay for the unworked holiday.

Section 6.

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 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 7.

If one of the holidays falls on an employee's regularly scheduled day off, the employee shall receive a day off at his 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 XIII
VACATIONS**

Section 1.

Full-time employees shall be eligible for vacations with pay each year in accordance with the following schedule:

<u>Length of Full-time Service as of July 1</u>	<u>Vacation</u>
Less than one (1) year But at least six (6) months	One (1) day for each month of service up to a maximum of ten (10) days
One (1) Year	Two (2) weeks
Three and one-half (3-1/2) years	Three (3) weeks
Twelve and one-half (12-1/2 years)	Four (4) weeks

Section 2.

An employee shall not be considered to have worked during a month unless the employee has been employed by the 15th day of the month.

Section 3.

Vacation schedules shall be established by Temple taking into account the wishes of eligible employees and the staffing needs of Temple. Where there is a conflict in choice of vacation time among employees within a department, length of service within the department will govern.

Section 4.

Vacation pay shall be based upon an employee's regular rate of pay.

Section 5.

No part of an employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accumulated. Employees will not be compensated for vacation time not taken. However, an employee's scheduled vacation may be changed to sick leave, only if the employee can provide proof of inpatient hospitalization.

Section 6.

Employees terminated involuntarily and employees who give two (2) weeks notice of voluntary termination shall be entitled to accrued vacation pay.

Section 7.

Employees receiving a vacation benefit in excess of Section 1 above as of January 8, 1977 shall continue to receive same.

**ARTICLE XIV
PAID SICK LEAVE**

Section 1.

“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 Workers’ Compensation Laws of Pennsylvania. Sick leave days with pay are granted solely for the individual employee's illness, and are not intended to cover absences due to illness or accident to members of the family.

Section 2.

a. An employee who has completed his probationary period is eligible for one (1) day of sick leave earned at the rate of the said day for each full month of continuous service retroactive to his date of hire but not to exceed a total of ten (10) days for any one (1) year. As of July 1 of each year, employees with at least one (1) year of service shall be credited with ten (10) days of sick leave.

b. Effective July 1, 2002, employees who have completed their probationary period will earn one (1) day of sick leave for each full month of continuous service, but not to exceed a total of ten (10) days per year, superceding 2a.

Section 3.

Sick leave days accrued may be accumulated up to a maximum of 140 working days.

Section 4.

a. Any employee who has incurred seven (7) occurrences in accordance with the attendance policy shall not be entitled to pay for the first day of an illness for the remainder of the fiscal year. Each July 1 the occurrences will be set at zero (0).

b. If an employee has at least 100 days in his/her sick bank, Section 4(a) above will not apply.

c. Approved workers’ compensation and properly documented FMLA absences will not count as occurrences under Section 4(a) above.

Section 5.

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

Section 6.

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

Section 7. Notification and Proof of Illness

To be eligible for benefits under this Article, an employee who is absent must notify his/her supervisor before the start of his/her regularly scheduled work day or

in accordance with 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 XV PAID LEAVE

Section 1. Funeral Leave

An employee will be granted up to four (4) days (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 with pay to attend the funeral of a father-in-law, mother-in-law or grandparent. Employees shall be granted an absence of one (1) day with pay for attendance at the funeral of a grandchild, sister-in-law or brother-in-law. An employee's supervisor shall be notified in advance before any such leaves are 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 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 XVI UNPAID LEAVES OF ABSENCE

Section 1. Unpaid Leave

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

a. **Maternity Leave.** Whenever an employee shall become pregnant, she shall furnish Temple with a certificate from her physician stating the expected date of delivery. She shall be permitted to continue to work through the term of her pregnancy, or she may leave at any time during her pregnancy if her physician and/or the Temple employee health service physician certifies that she is unable to continue working. Maternity leave shall be granted for up to six (6) months after delivery or termination of pregnancy, and such leave may be extended for an additional six (6) months upon application to, and approval by, Temple. Employees who are granted maternity leave under this Agreement shall be entitled to return to employment at the end of said leave on the following basis:

(1) Employees shall be entitled to return to the position held at the time the maternity leave was granted, provided the employee indicates prior to going on leave an intention to return and the leave does not exceed six (6) months.

(2) In the event an employee extends her leave beyond six (6) months with Temple's approval, and the position previously held is vacant, then the employee shall return immediately to that position. The said position shall be deemed "vacant" if it is in fact vacant or if it is then being filled by any person other than a regular

full-time (non-probationary) employee under this Agreement.

(3) In the event that the former position is not "vacant" as heretofore defined, then the said employee shall be returned to a comparable position, if available; otherwise an employee shall be able to exercise the recall rights specified in this Agreement.

b. **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.

c. **Union Business.** A leave of absence for a period 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 Temple or a particular department or division. In no event shall the number of employees on this leave exceed two (2) at any one time. Upon return, an employee shall be entitled to return to his former position at his former rate of pay plus any contractual increments, if the position is vacant or has been filled by a temporary or probationary employee. In the event that the former position is not vacant as heretofore defined, then the said employee shall be returned to a comparable position, if available; otherwise, an employee shall be able to exercise the recall rights specified in this Agreement.

d. **Other Leaves.** A leave of absence for any employee may be approved by the department head and the Office of Personnel Services for a period not in excess of

thirty (30) days, and may be renewed upon application to, and approval by, Temple.

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 provisions of Article VII. During such leaves of absence all benefits shall cease, 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, Temple may require the employee to receive the approval of the employee health service physician.

Section 3.

The provisions of the Family Medical Leave Act (FMLA) of 1993 shall apply to all members of the bargaining unit, except where a greater benefit exists under the Collective Bargaining Agreement.

Section 4.

Except as provided above, employees on leave of absence shall not be permitted to accept other employment during such leave. Violators shall be terminated.

ARTICLE XVII PAST PRACTICES

Section 1.

All past practices are hereby eliminated, except as

specifically retained by this Agreement and those listed below:

- a. Employee's Blood Donor Club
- b. Library privileges

**ARTICLE XVIII
MISCELLANEOUS**

Section 1. College Tuition

Employees shall be entitled to receive the tuition remission benefits under University policy applicable to employees in this bargaining unit.

Section 2. Recreational and Cultural Facilities

Employees shall be entitled to use Temple's recreational and cultural facilities in accordance with policies set and revised by Temple from time to time.

Section 3.

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

Section 4. Joint Safety Committee

The Joint Safety Committee, as established by Temple and the Union, will meet at least on a quarterly basis for the purpose of making recommendations on safety and health conditions in the work place. The findings of this Committee shall not be subject to the grievance and arbitration provision of this contract.

Section 5. Uniform Allowance

A seven dollar (\$7.00) per month maintenance allowance will be paid to an employee for clothing where required. This allowance will be paid on a semi-annual basis.

Section 6.

Temple will offer Direct Deposit to bargaining unit employees.

**ARTICLE XIX
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 Union delegate shall discuss it with his immediate supervisor within five (5) 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 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 provided by

Temple (which shall then be assigned a number by the Department of Labor Relations at the Union's request), signed by the grievant and his Union representative, and presented to the Department Head and the Department of Labor Relations. A grievance so presented in Step 2 shall be answered in writing within five working days after its presentation.

Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented at this step to the Office of Labor Relations. The Office of Labor Relations shall hold a hearing within five (5) days and shall thereafter render a decision in writing within ten (10) 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.

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 4.

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 Office of Labor Relations 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 5.

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

Section 6.

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 7.

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.

Section 8.

Prior to appealing to arbitration, by mutual consent, Temple and PTEA may request Mediation/Arbitration to resolve the grievance.

**ARTICLE XX
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 parties agree that in some instances it is in their best interests to expedite certain grievances that are submitted to arbitration. Together, the Union and Temple shall meet with the American Arbitration Association to establish such an expedited arbitration procedure. In an expedited arbitration hearing, upon mutual request, an arbitrator will hear the case within four (4) weeks of appointment and render an Award and Opinion four (4) weeks after the close of the hearing.

Section 3.

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

Section 4.

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

Section 5.

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 XXI
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 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 Personnel Services 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 XXII
RESIGNATION**

Section 1.

An employee who resigns shall give Temple two (2) weeks advance written notice. No accumulated paid sick time may be used after resignation is submitted.

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 XXIII
PERSONNEL PRACTICES**

Section 1. Minor Infractions

All minor infractions on an employee's record shall be cleared after one (1) year, provided that the one (1) year shall be free of infractions.

Section 2. Personnel Evaluations

Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of an employee shall be performed by his 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 3. Access to Personnel Files

Any employee and/or the Union, with the employee's written consent, shall have the right to review the contents of the employee's personnel file to determine

any matter affecting such employee; however, the foregoing shall not apply to any pre-employment materials.

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.

**ARTICLE XXIV
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, 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 XXV
SEPARABILITY**

Section 1.

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

**ARTICLE XXVI
WELFARE**

Upon enrollment at the Department of Personnel Services, all active, full-time employees shall become eligible for the following benefit programs on the first day of the month next after their date of employment: Independence Blue Cross Personal Choice, including Blue Shield and Major Medical Benefit Plans.

Section 1.

a. Full-time employees:

1. Temple will allow each full-time bargaining unit employee to have the option to remain in the 1199C Health and Welfare fund or switch to Temple University's plans (currently Hospitalization, Life Insurance, Dental, Prescription, Vision and LTD plans as under

Article XXVI). Temple shall hold an open enrollment in accordance with #2 below for all eligible employees to allow the option to switch between the Health and Welfare fund and the University administered plan options.

2. Between October 15th and November 1st, 2007 and 2009, Temple shall hold an open enrollment in which all eligible employees may opt to switch between the Health and Welfare fund and/or University administered plan options. The selected coverage will be effective January 1st of the following year.

3. Each full-time bargaining unit employee who enrolls in either plan described above, shall have ten dollars (\$10.00) per week deducted from their pay (on a pre-tax basis). This co-payment shall be remitted to the respective plan administrator.

4. Effective 12/01/06, the employee contribution towards premium shall increase to \$20 per week.

5. Effective 7/01/09, the employee contribution towards premium shall increase to \$30 per week.

6. During the term of this agreement, Temple shall continue to forward to the 1199C Benefit Fund a \$10.00 per week employee contribution for employees electing coverage through the 1199C Benefit Fund.

Effective, December 1, 2006, Temple's contribution to the 1199C Benefit Fund for participating employees shall be increased to 33.2% of the gross payroll and shall remain at that percentage for the duration of the Agreement. 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. Part-time employees:

1. As referenced in #2 above, Temple will allow each part-time bargaining unit employee to have the option to elect the Temple University's plans (currently Hospitalization, Life Insurance, Dental, Prescription, Vision and LTD plans as under Article XXVI) or in the 1199C Health and Welfare fund.

2. The employee contribution for part-time employees shall be ten dollars (\$10.00) per week for single coverage regardless of plan selected. Effective 12/01/06, the employee contribution towards premium shall increase to \$20 per week. Effective 7/01/09, the employee contribution towards premium shall increase to \$30 per week. For family coverage, the part-time employee shall pay the difference between the single and family premium if the University administered plan options are selected. Part-time employees shall receive benefits through 1199C Health and Welfare fund as defined by the plan. During the term of this agreement, Temple shall continue to forward to the 1199C Benefit Fund a \$10.00 per week employee contribution for employees electing coverage through the 1199C Benefit Fund.

c. If bargaining unit members elect coverage, they shall make contributions on a pre-tax basis.

d. Eligible employees and their dependents, who are covered for the Independence Blue Cross Blue Shield

and Major Medical Plans, may participate in Temple's TempleCARE Plan.

In the event the TempleCARE Plan is discontinued, the Union will be given thirty (30) days notice.

e. Each bargaining unit member shall have the option of membership in a Temple University offered qualified health maintenance organization in accordance with statutory provisions. Temple shall contribute up to an identical amount to its contribution to Blue Cross/Blue Shield for that individual and his/her eligible dependents.

f. In the event Temple determines to switch its above mentioned 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.

a. Non-probationary, full-time permanent employees shall be entitled to a group term life insurance in the amount of \$10,000. Temple shall pay the full cost of such insurance.

b. Eligible members of the bargaining unit shall be given the opportunity to purchase additional term life insurance at the prevailing rate equal to 1 1/2 times, 2 times, or 3 times his/her current salary up to a maximum of \$300,000 (in addition to the non-contributory insurance).

Such coverage shall be rounded up to the next thousand dollars. The amount of additional insurance coverage shall be increased automatically to take base salary increments into account on the effective date of such increments. After initial enrollment at the time of

employment, any request for an increase in coverage must be submitted for approval to the insurance carrier with proof of medical evidence of insurability.

Employees not currently enrolled for 1 1/2 or 2 times salary are subject to insurability provisions.
Section 3.

a. Non-probationary, full-time employees and their legally dependent spouses and children shall be enrolled in the Temple Blue Cross/Blue Shield Dental Program. Booklets explaining the Dental Program shall be issued to employees.

b. The Dental Plan shall include the Orthodonture and Prosthetics Riders. This coverage will be effective for all eligible dependent children. This coverage is at the rate of fifty percent (50%) co-pay to a maximum of twelve hundred dollars (\$1,200).

Section 4.

Non-probationary, full-time employees and their legally dependent spouses and children shall be enrolled in the Temple Vision Care Program.

Section 5.

Effective July 1, 2001, non-probationary, full-time employees and their legally dependent spouse and children shall be enrolled in the Temple Prescription Drug Plan. Said plan contains a five dollar (\$5.00) deductible for generic prescription drugs, and a ten dollar (\$10.00) deductible for name brand prescriptions drugs. Booklets explaining the Prescription Benefits will be issued to employees.

Section 6.

Long term disability plan may be purchased by a bargaining unit member to cover 60% of the first \$3,000 of his/her monthly salary and 40% of his/her monthly salary in excess of \$3,000 after six months of continued disability. In no case shall the maximum be more than \$3,000 per month.

Any bargaining unit member will contribute \$6.70 per year per thousand of base salary for this coverage, while Temple shall contribute the remainder.

Section 7.

a. The current policy for bargaining unit members enrolled in the Post Retirement Benefit Pre-Funding Plan shall remain in effect. The employee must remain in the Temple administered program options in order to remain eligible for the Post Retirement Pre-Funding Plan.

b. Employees hired prior to the ratification, who are not currently enrolled in the Post Retirement Pre-Funding Plan, shall be eligible to enroll in the Plan under Temple University's current Policy unless the employee enrolls in the 1199C Health and Welfare Fund, but at the following contribution rates: Single 20%, Spousal 60%.

c. Employees hired after ratification or anyone returning from the 1199C Health and Welfare Fund to the Temple administered program options, shall not be eligible for the Post Retirement Pre-Funding Plan.

Section 8.

A. Part-time employees covered by the bargaining agreement shall be eligible on a pro rata basis

only for the following benefits: holidays, vacation, paid sick leave, funeral leave and jury duty.

**ARTICLE XXVII
PENSION**

Section 1.

a. Temple shall establish a new non-contributory Defined Contribution (TIAA/CREF or Fidelity) plan for all full-time employees. This plan will be established as soon as administratively practicable, but no later than October 1, 2001. Under this plan, Temple shall contribute three percent (3%) of base wages for each employee. Employees would be permitted to add whatever level of contribution allowed by law in addition.

b. Effective June 30, 2001, the Defined Benefit (DB) Plan will be frozen. All enrolled employees would be vested as of June 30th. The new plan will include 5-year vesting and length of service at Temple would be utilized to satisfy the vesting requirement. 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 DB plan. Temple would allow that individual to remain in the Defined Benefit Plan until retirement.

c. Employees currently enrolled in the existing TIAA/CREF or Fidelity Defined Contribution plan will be grandfathered in the existing plan. The current required employee contribution of 4.5% and employer matching contribution of 8.5% must remain the same. An employee may opt to change to the non-contributory plan, upon election of enrollment. This election will be irreversible.

Section 2. Non-contributory Defined Contribution Retirement Plan

Temple shall continue to contribute three percent (3%) of base wages for each employee to the non-contributory defined contribution plan for all full-time employees.

a. Effective on January 1, 2007, employees will participate in a re-stated 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	Temple 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.

Vesting for this plan shall remain at five (5) years of credited service. All vesting

credit received by employees under the current non-contributory pension plan or Temple's former pension or retirement plans will be applied toward this plan for vesting purposes only.

Section 3. Tax Deferred Annuity Plan

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

Section 4.

Temple reserves the right to change the carriers under the Non-contributory Defined Contribution retirement plan as well as carriers under the Tax Deferred Annuity Plan. Temple agrees to meet and discuss any changes with the Union prior to implementation.

**ARTICLE XXVIII
DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2006 and shall continue in full force and effect up to and including June 30, 2011 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 above written.

THE PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION, AN AFFILIATE OF NATIONAL UNION OF OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, DISTRICT 1199C

TEMPLE UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

/s/ _____
Henry Nicholas
President, District 1199C

/s/ _____
Mark Foley, Esq.
Cozen & O’Conner
Chief Negotiator

/s/ _____
Peter Gould
Executive Vice President

/s/ _____
Victoria Zellers, Esq.
Cozen & O’Conner

/s/ _____
Sharon Boyle
Asst Vice President
Labor & Employee Relations

/s/ _____
Monica Washington, Esq.
Manager, Labor Relations

/s/ _____
Greg Zimmaro
Director, Human Resources
and Administrative Services

APPENDIX A CLASSIFICATIONS

- V11 381002 LAB ASST
223051 PODIATRY CSP TECHNICIAN
079003 RESP THERAPY TECHN/ASST
- V12 466001 ANIMAL CARETAKER
078003 BLOOD TECHN
079107 MEDICAL ASST
074002 PHARMACY TECHN
223052 PODIATRY CSP TECHN LEAD
- V13 079065 ACTIVITIES ASST
160006 ASST ACCOUNTANT
078111 BLOOD TECHN/CERT
219061 CODING ANALYST II
078025 EKG TECHN
213015 LAB SVCS COMP TECHN
078014 LAB TECHN II
079110 MEDICAL ASST SR
078181 MOLD ROOM TECH
079047 MONITOR TECHN
078084 OUTPATIENT TECHN
029001 RESEARCH TECHN
466002 SR ANIMAL CARETAKER
- V14 160007 ASSOC ACCOUNTANT
078093 AUTOPSY TECHN
078112 BLOOD TECHN SR
078008 CORPSMAN TECHN
078075 CYTOGENETICS TECHN
710008 ENGINEERING TECHN I
213008 LAB SVCS COMP OPER
078018 LAB TECHN I
078080 MEDICAL TECHN

045017 MENTAL HEALTH WORKER
079132 OCCUP THER ASST(NON-CERT)
078027 OPERATING ROOM TECHN
078161 PEDIATRICS TECHNICIAN
074019 PHARM MED TECHN SR
079131 PHYS THER ASST (NON-CERT)
078095 RADIOLOGY ASST/NON-REG
078058 RESEARCH ASST III

V15 079068 ACTIVITIES THERAPIST
045038 ADDICTIONS COUNSELOR
079030 ART THERAPIST
195029 CBH COORDINATOR
079023 COMMUNITY REP
029009 ELECTRONICS TECHN
078185 EMERGENCY DEPT TECH
195010 INTAKE INTERVIEWER (COUN)
078007 LAB TECHN SR
219056 MEDICAL REC DATA ANAL
078182 MOLD ROOM TECH,SR
078118 OPER ROOM TECHN SR
079038 ORTHOPEDIC TECHN
079006 PATIENT RELATIONS REP
078171 PODIATRY X-RAY TECHN
078071 PULMONARY FUNCTION TECHN
078056 RESEARCH ASST II
078013 SR EKG TECHN

V16 219057 CODING ANALYST I
045037 CRISIS RESPONSE COUNSELOR
045042 DRUG & ALCOHOL COUNSELOR
078026 EEG TECHN
078074 EMBALMER/SR LAB TECHN
045044 FUNCTNL FAMILY THERAPIST
079002 OCCUP THER ASST (CERT)

079001 PHYSICAL THER ASST (CERT)
078172 PODIATRY X-RAY TECHN, SR
078122 PULM FUNCTION TECHN SR
078055 RESEARCH ASST I
078131 SEVERITY OF ILLNESS ANAL
195017 SOCIAL WORKER I
078126 TRAUMA REGISTRAR
078125 TUMOR REGISTRAR

V17 079144 ACTIVITIES THERAPIST SR
162007 BUYER
078092 CARDI NON-INVAS TECHGST
029004 ELECTRONICS TECHN SR
710002 ENGINEERING TECHN II/RAD
078009 HISTOLOGY TECHN
078167 LAB TECH, SR-VET TECH
078127 MED REC DATA ANALYST SR
078103 OPHTHALMIC TECHN
078110 POLYSOMNOGRAPHIC TECHN
078088 RESEARCH TECHGST
079010 RESP THERAPY TECHN (CERT)
045043 SR DRUG & ALCOHOL COUNSLR
143007 STAFF PHOTOGRAPHER

V18 153009 ATHLETIC TRAINER
078066 BIOMEDICAL ELEC TECHN
710011 BIOMEDICAL ENG
078086 CARDIO PULM TECHGST
078184 CYTOLOGY PREP TECH
077017 DIETITIAN-CLINICAL (REG ELIG)
078019 EEG TECHN SR
078012 HISTOLOGY TECHN SR
078116 OPHTHALMIC TECHN SR
600003 R&D MACHINIST
041004 RESEARCH ASSOC II
041904 RESEARCH ASSOC II (PT)

078089 RESEARCH TECHGST SR
195003 SOCIAL WORKER II
219059 SR CODING ANALYST
160802 STAFF ACCOUNTANT
979008 TV ENGINEER

V19 078119 AUDIOLOGIST - CFY
078130 CARD CATH TECHGST
078096 CARDI NON-INVA TECHGST SR
077011 DIETITIAN-CLINICAL
077007 DIETITIAN-RESEARCH
079014 DOSIMETRIST
078064 ELECT MIC TECHGST
078038 MEDICAL TECHGST
078144 NEUROPHYSIOLOGY TECHGST
078044 RADIOLOGY/X-RAY TECHN
600007 R&D MACHINIST SR
041022 RESEARCH TECHGST THROMB'S
041027 RESEARCH TECHNOLOGIST
079077 RESPIRATORY THERAPIST
078169 SR POLYSOMNOGRAPHIC TECH
143002 STAFF PHOTOGRAPHER II

V20 078163 ECHOCARDIOGRAPHY TECH R/E
078180 MAMMOGRAPHY TECH
078061 MEDICAL SONOGRAPH/NON-REG
195004 SOCIAL WORKER SR
160037 SR ACCOUNTANT
077018 SR CLINICAL DIETITIAN
078033 SR RADIOLOGY/X-RAY TECH
078135 VASCULAR LAB TECHGST

V21 078107 AUDIOLOGIST (CERT)
195030 BEHAV HLTH CARE COORD/MSW
078109 BIOMEDICAL EQUIP TECHN SR
078132 CARD CATH TECHGST SR

078046 COMP AXIAL TOM TECHGST
078054 CYTOTECHNOLOGIST
078164 ECHOCARDIOGRAPHY TECH REG
078015 ELEC MIC TECHGST SR
079015 EXERCISE PHYSIOLOGIST
078173 HLA MEDICAL TECHNOLOGIST
045039 LEAD ADDICTIONS COUNSELOR
078067 MED SONOGRAPHER/REG
078042 MEDICAL TECHGST SR
078140 MRI TECHGST
078034 RADIATION THERAPIST
041003 RESEARCH ASSOC I
041903 RESEARCH ASSOC I (PT)
079078 RESPIRATORY THERAPIST SR
078045 SPEC PROC TECHGST
078145 SR NEUROPHYS'LGY TECHGST
143004 SR PHOTOGRAPHER
078133 VASCULAR LAB TECHGST (REG)

V22 078106 AUDIOLOGIST SR
077019 CLINICAL DIETITIAN GCRC
078137 COMP AXIAL TOM TECHGST SR
078028 CYTOTECHNOLOGIST SR
078165 ECHOCARDIO'Y TECHN SR
078146 ELECTROPHYS'LGY LAB SPEC
078059 MEDICAL SONOGRAPHER SR
078139 MRI TECHGST SR
078078 NUCLEAR MED TECHGST
079012 OCCUP THERAPIST
078141 OPHTHAL MED TECHGST-CERT
079013 PHYSICAL THERAPIST
078134 SPEC PROC RAD TECHGST SR
079069 SPEECH PATHOLOGIST
078097 SR CARDIO PULM TECHGST
079017 SR EXERCISE PHYSIOLOGIST

078174 SR HLA MED TECHNOLOGIST
 078123 VASCULAR LAB TECHGST SR

APPENDIX B 1199C PTEA RATES

		7/1/2006	7/1/2007	7/1/2008	7/1/2009	7/1/2010
V23	077015 CLINICAL DIETITIAN SPECIALIST 078006 NUCLEAR MED TECHGST SR 079067 SPEECH PATHOLOGIST SR	V11 \$14.90	\$15.35	\$15.81	\$16.28	\$16.77
V24	079053 OCCUP THERAPIST SR 079054 PHYSICAL THERAPIST SR 045001 PSYCHOLOGIST 078035 RADIATION THERAPIST SR	V12 \$15.95	\$16.43	\$16.92	\$17.43	\$17.95
		V13 \$16.96	\$17.47	\$17.99	\$18.53	\$19.09
		V14 \$17.92	\$18.46	\$19.01	\$19.58	\$20.17
V25	079055 PHYSICIAN'S ASST	V15 \$18.94	\$19.51	\$20.10	\$20.70	\$21.32
V26	079056 PHYSICIAN'S ASST SR.	V16 \$19.92	\$20.52	\$21.14	\$21.77	\$22.42
		V17 \$20.95	\$21.58	\$22.23	\$22.89	\$23.58
		V18 \$22.41	\$23.08	\$23.77	\$24.49	\$25.22
		V19 \$24.15	\$24.87	\$25.62	\$26.38	\$27.18
		V20 \$24.67	\$25.41	\$26.17	\$26.96	\$27.77
		V21 \$25.91	\$26.69	\$27.49	\$28.32	\$29.16
		V22 \$27.84	\$28.68	\$29.54	\$30.43	\$31.34
		V23 \$29.85	\$30.75	\$31.67	\$32.62	\$33.60
		V24 \$31.18	\$32.12	\$33.08	\$34.08	\$35.10

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

National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO
319 Locust Street, Philadelphia, PA 19107

APPLICATION FOR MEMBERSHIP

Please print

Name _____ Date _____

Address _____ Apt. _____

City/State _____ Zip _____

Employed at _____ Dept/Job Title _____

Salary _____ Hrs. per week _____ Date Hired _____

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

Signed

Soc. Sec. No.

Revised 9/00

CHECK-OFF AUTHORIZATION

Date _____, 20__

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

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one

(1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER and the UNION, which occurs sooner.

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

Print Name _____ Soc. Sec. No. _____

Dept. _____ Signature _____

Address _____

Revised 9/00