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AGREEMENT

By and Between

ALBERT EINSTEIN MEDICAL CENTER

and

LOCAL 835,  
INTERNATIONAL UNION OF OPERATING ENGINEERS

FEBRUARY 1, 2018 to JANUARY 31, 2022

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## AGREEMENT

This Agreement is made and entered into this 1st day of February, 2018, by and between ALBERT EINSTEIN MEDICAL CENTER (the "Medical Center") and LOCAL 835, INTERNATIONAL UNION OF OPERATING ENGINEERS (the "Union").

The Medical Center recognizes the Union as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided.

It is the intent and purpose of the parties that this Agreement promote and improve the mutual interests of the patients of the Medical Center as well as its employees, avoid interruptions and interferences with services to patients and set forth rates of pay, hours of work and conditions of employment.

### **ARTICLE 1 UNION RECOGNITION**

1.1 The Medical Center recognizes the Union as the sole and exclusive bargaining agent for all of the employees in the bargaining unit as set forth below:

All full-time and regular part-time employees employed by the Medical Center in the Maintenance and Engineering Department (the "Department") at its York and Tabor Road, Philadelphia, Pennsylvania facility, including the Willowcrest facility, but excluding all other employees including clerical employees, guards and supervisors as defined in the National Labor Relations Act as amended.

1.2 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 1.1, except, however, seasonal employees and part-time employees who work less than twenty (20) hours per week are not included in the bargaining unit and are not covered by this Agreement.

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1.3 Seasonal employees are unskilled workers. Seasonal employees may be hired for a period of up to 500 hours worked and are so informed at the time of hire. Seasonal employees shall be paid at an hourly rate determined by the Medical Center. Seasonal employees will not be required to secure a work permit from the Union.

1.4 Subject to the express provisions of this Agreement, the Medical Center shall have the right to hire such part-time seasonal employees as, in its opinion, are either necessary or desirable. This provision shall not be used to erode the bargaining unit.

**ARTICLE 2**  
**UNION SECURITY**

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

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

2.3 All employees hired after the effective date of this Agreement shall become members of the Union no later than the thirty-first (31st) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

2.4 For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he tenders his periodic dues and initiation fee uniformly required as a condition of membership.

2.5 Subject to the Grievance Procedure provision of this Agreement, an employee who has failed to maintain membership in good standing as required by this Article shall, within

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twenty (20) calendar days following receipt of written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

2.6 The Union agrees that it will indemnify and hold the Medical Center harmless from any recovery of damages sustained by reason of any action taken under this Article.

### **ARTICLE 3** **CHECK-OFF**

3.1 Upon receipt of a written authorization from an employee in the form annexed hereto as Exhibit "A", the Medical Center shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's first thirty (30) days of employment and remit to the Union regular monthly dues and initiation fee, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period.

3.2 The Medical Center 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 agreed leave of absence.

3.3 Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Medical Center will immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by Section 3.2 above. This provision, however, shall not relieve any employees of the obligation to make the required dues and initiation payment pursuant to the Union Constitution in order to remain in good standing.

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3.4 The Medical Center shall not be obliged to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

3.5 Each month, the Medical Center shall remit to the Union all deductions for dues and initiation fees made from the wages of employees for the preceding month, together with a list of all employees for whom dues and/or initiation fees have been deducted.

3.6 It is specifically agreed that the Medical Center assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Medical Center harmless from any claims, actions or proceedings by any employee arising from deductions made by the Medical Center hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

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

#### **ARTICLE 4** **NO DISCRIMINATION**

4.1 Neither the Medical Center, the Union nor any employee covered by this Agreement shall discriminate against or in favor of any employee on account of race, color, creed, national or ethnic origin, religion, gender, gender identity or expression, genetic information, sex, sexual preference and/or orientation, union membership or agency status, age (as defined by law), disability (provided the employee can perform the essential functions of the job with reasonable accommodation or without the need for accommodation) or military or Veterans' status.

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**ARTICLE 5**  
**MANAGEMENT RIGHTS**

5.1 The management of the Medical Center and the direction of the working force are vested exclusively with the Medical Center. Except where expressly abridged by a specific provision of this Agreement, the Medical Center retains the sole right to hire, discipline or discharge for cause, lay off, promote, transfer and assign its employees within the Department; to determine or change the starting and quitting time and number of hours worked; to promulgate working rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, enlarge or reduce a department, function or division; to introduce new or improved facilities; to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Medical Center prior to the execution of this Agreement.

5.2 The Medical Center may introduce a change in the method or methods of operation, which will produce a change in job duties and a reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program or of work force reductions on any program to be hereafter undertaken by the Medical Center.

5.3 The Union, on behalf of the employees, agrees to cooperate with the Medical Center to attain and maintain maximum patient care and full efficiency.

5.4 Effective February 1, 2018, the revised Disciplinary Rules Pertaining to Attendance, Performance and Behavior set forth in Exhibit "B" shall become effective. Discipline imposed under existing policies prior to February 1, 2018 will remain subject to Section 7.3. Attendance episodes which occur prior to February 1, 2018 will be counted as

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attendance episodes under the new attendance system in the event that new episodes occur on or after February 1, 2018.

**ARTICLE 6**  
**NO STRIKE OR LOCKOUT**

6.1 No 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 the Medical Center.

6.2 It is mutually agreed that there shall be no strike or interference with work on the part of the Union, or a lockout on the part of the Union, or a lockout on the part of the Medical Center for any cause whatsoever during the period of this Agreement or until the arbitration provision has been exhausted and the party against whom the decision has been rendered refuses or fails to abide or comply with such decisions.

6.3 The Union, its officers or agents, shall not in any way, directly or indirectly, authorize, assist, encourage, ratify, condone, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation, concerted refusal to cross a picket line or stoppage of work. The Union shall use its best efforts to end unauthorized activity.

6.4 Any employee engaging in activity prohibited by this Article shall be subject to immediate disciplinary action, including but not limited to discharge.

6.5 In the event of an alleged or asserted breach of this Article, either the Medical Center or the Union may resort to courts with competent jurisdiction or may follow the contractual Grievance/Arbitration procedure.

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**ARTICLE 7**  
**DISCIPLINE AND DISCHARGE**

7.1 The Medical Center shall have the right to discharge, suspend or discipline any employee for just cause subject to the grievance and arbitration provisions hereinafter set forth and in conformity with Sections 5.4 and 29.1.

7.2 The Medical Center shall, upon request, fully inform the Union concerning the reasons for discharges.

7.3 When discipline is required, the Supervisor shall present a written counseling document to the employee and the shop steward. A copy of all written disciplinary warnings charged to an employee shall be given to the Union. All infractions on an employee's record not leading to disciplinary time off shall be cleared after one (1) year, provided that the one (1) year shall be free of infractions of a similar nature. Suspensions are cleared after four (4) years for purposes of determining the progressive disciplinary level if the employee does not receive subsequent discipline at any level on the same type of issue during that time period. Even when a suspension has been cleared for the purpose of determining progressive disciplinary level, it still can be used to demonstrate an employee's knowledge or understanding of the expected standard.

7.4 The Medical Center shall initiate the disciplinary process against an employee within seven (7) working days, exclusive of holidays, after the Medical Center learns of the incident giving rise to the Discipline.

**ARTICLE 8**  
**UNION ACTIVITY, VISITATION AND BULLETIN BOARDS**

8.1 The Medical Center shall furnish to the Union reasonable information concerning wages, hours, or working conditions of an employee as may be requested. The Medical Center shall notify the Union in writing of new employees, as well as employee terminations,

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promotions and disciplinary actions. The Medical Center agrees to contact the union hall with respect to job openings in the bargaining unit, but it is not precluded from hiring from whatever source it deems appropriate.

8.2 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 of the Medical Center at any time, except as provided in the Grievance Procedure set forth in Article 22 of this Agreement; provided, however, that each month the Union may hold, and employees may attend, one (1) shop meeting for not longer than one (1) hour on Medical Center property. Except in an emergency agreed upon by the Medical Center and Union, the Union shall notify the Medical Center of the date and time of each shop meeting at least three (3) business days in advance. Whether employees are paid by the Medical Center for time spent in shop meetings shall be at the sole discretion of the Medical Center.

8.3 The Union may appoint up to one (1) Chief Steward and three (3) Assistant Shop Stewards, at least one of whom shall work on the night shift. The Stewards may, at a time(s) mutually agreed upon with management, spend up to one and one-half (1½) hours per week for each of four (4) Stewards of their collective working time (i.e. a total of six (6) man hours) without loss of compensation to investigate grievances. Any non-emergency grievance investigation over those six (6) hours per week is to be conducted only on break time/lunch time. In all cases the investigation of grievances is not to interfere with normal work assignments of other bargaining unit members. All grievances will be processed only by the Chief Steward and the Assistant Shop Steward responsible for the grievance. The Stewards may use the Department lunchroom as office space.

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8.4 Representatives of the Union shall have reasonable access to the Medical Center. Such visits shall not interfere with the operations of the Medical Center.

8.5 The Medical Center will permit the Union to utilize space provided on bulletin boards located in the Department. Such bulletin boards may be used for the purpose of disseminating information concerning official Union business. If the Union desires to post additional information, it must obtain the advance approval of the Director of Maintenance. The Union shall indicate on any information which is posted the date it may be removed from the bulletin boards or the Union shall remove such information from the bulletin boards within five (5) working days after resolution of the matter at issue.

8.6 The Medical Center shall grant a leave of absence without pay to any employee elected or appointed Union business agent or manager for the term of such election or appointment, provided that the employee must notify the Medical Center of each reelection or reappointment. The employee's bargaining unit and classification seniority shall continue to accrue while he or she is on such a leave of absence, notwithstanding the provisions of section 11.2 of this Agreement.

8.7 The Medical Center shall pay each Union steward at the base rate for his or her classification for time spent in Labor Management Committee meetings.

8.8 If a supervisor or other more senior representative of Medical Center Management requests the presence of a shop steward at a conference concerning an aggrieved employee other than the steward during the steward's shift, the Medical Center shall pay the steward at the rate he or she normally earns for time spent in the conference, even if the conference extends beyond the end of the steward's shift. If such a conference is held before the steward's shift begins, such pay will be at the steward's base rate.

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8.9 The Medical Center shall pay the Chief Steward and the steward who was involved in the counseling session between a supervisor and an aggrieved employee for attendance at an arbitration resulting from such a counseling session. Such pay shall be at the base rate for the stewards' respective classifications.

**ARTICLE 9**  
**PROBATIONARY EMPLOYEES**

9.1 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 absences.

9.2 During or at the end of the probationary period, the Medical Center may discharge any such employee at will, and such discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement.

9.3 A probationary employee shall not be entitled to any benefit or contribution therefor provided under this Agreement. An employee shall not be entitled to any benefit that requires payment by the Medical Center to any third-party source until the first day of the calendar month following the completion of three (3) months of employment.

**ARTICLE 10**  
**WAGES**

10.1 Employees subject to this Agreement shall be paid in accordance with Exhibit "C", attached hereto and made part hereof.

10.2 Employees classified as Groundskeepers or Grounds/Laborers may be assigned to general labor and/or cleanup work or assisting Mechanics I or II, so long as they do not engage in skilled or semi-skilled work or use hand tools, in the interior or exterior areas of buildings without entitlement to a wage change for working out of classification, to a maximum of five (5) days. When Groundskeepers or Ground/Laborers are working indoors performing general labor

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and/or cleanup work or assisting Mechanics I or II, their normal outdoors groundskeeping work may not be performed by non-bargaining unit employees.

10.3 As of March 1, 2011, all employees will be paid either by direct deposit or rapid pay card (individual employees will elect the method they prefer). The Employer will add an additional computer terminal and printer to what was available January 31, 2011, to help facilitate employees' ability to check their individual accounts.

**ARTICLE 11**  
**SENIORITY**

11.1 Definitions of Seniority

(a) Bargaining unit seniority is the length of time an employee has been continuously employed in any capacity in the Department.

(b) Classification seniority is the length of time an employee has been continuously employed in a specific job classification within a shop in the Department.

(c) Medical Center seniority is the length of time an employee has been continuously employed in any capacity in the Medical Center.

11.2 Accrual

(a) An employee's bargaining unit seniority shall commence after the completion of his or her first probationary period in the Department and, once commenced, shall include said probationary period.

(b) Classification seniority shall accrue during the period an employee works in a specific job classification in the Department.

(c) Bargaining unit and classification seniority shall continue to accrue during an authorized leave of absence not exceeding one (1) year, a continuous lay-off not exceeding

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two (2) years, and a medical leave of absence or worker's compensation leave not exceeding eighteen (18) months.

(d) If more than one employee begins employment in the Department on the same day, their bargaining unit (and, where applicable, classification) seniority shall be determined as follows:

(i) when neither previously was a Medical Center employee, the employees shall draw lots, in the presence of a supervisor and the Chief Steward;

(ii) when one such employee's Medical Center seniority is greater than the other's, the employee with the greater Medical Center seniority shall be deemed to have one day more bargaining unit (and, where applicable, classification) seniority than the other.

(e) When two or more employees are promoted into the same classification on the same day, their classification seniority shall be determined by their bargaining unit seniority, i.e., the one with the greater bargaining unit seniority shall be deemed to have the greater classification seniority.

11.3 Loss of Seniority

An employee's bargaining unit and classification seniority shall be lost when he or she:

- (a) Quits or resigns;
- (b) Is discharged for cause;
- (c) Fails timely to report to work in a vacancy, following recall from layoff or

following a decision of an arbitrator reinstating an employee who had been discharged. An employee who is not employed by another entity shall report to work within five (5) working days after receipt of notice to return sent by the Medical Center via telegram or certified mail

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return receipt requested to the last address furnished to the Medical Center by the employee, and an employee who is employed by another entity shall report to work within seven (7) working days after receipt of said notice.

(d) Fails to return following the end of a leave of absence, unless excused by the Department Director;

(e) Is employed by another employer during a leave of absence, except for military duty;

(f) Fails to return following a disciplinary suspension;

(g) Is absent for three consecutive scheduled working days without notifying the Medical Center, unless the employee is subsequently excused by the Medical Center, which consent will not be unreasonably withheld;

(h) Is laid off for a period of two (2) years.

#### 11.4 Application

(a) When a Medical Center employee transfers into the Department, the employee's entitlement and right to pension benefits under the Medical Center's plan and entitlement and right to paid time off (PTO) under the terms of this Agreement shall be maintained.

(b) Classification seniority shall apply for scheduling of paid time off, layoffs and recalls and shift preference and promotion. For layoff and recall purposes, the Shop Stewards shall be considered the most senior employees in their classifications in order of their own bargaining unit seniority, and may not be displaced by employees with greater bargaining unit seniority who are not Shop Stewards.

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### 11.5 Layoffs

(a) In the event of a layoff within a job classification, probationary employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary employees shall be the next to be laid off on the basis of their classification seniority. Non-probationary employees shall be able to displace employees in lesser classifications within the same craft and Helpers and laborers on the basis of bargaining unit seniority. A Mechanic I may displace Mechanic II, Grounds II, Groundspersons and Helpers; Grounds I may displace Mechanic II, Grounds II, Groundspersons and Helpers; and Mechanic II may displace Helpers and Groundspersons, on the basis of bargaining unit seniority; provided that they can perform the duties of those classifications without training and have the appropriate licenses. For those employees in the Operations or Maintenance Mechanic Classifications as of the November 1992 reorganization, classification seniority in effect prior to the reorganization will continue in effect for layoff purposes only. For those employees in the Operations Mechanic or HVAC/R Mechanic Classifications as of the November 2002 reorganization, classification seniority in effect prior to the reorganization will continue in effect for layoff purposes only.

(b) An employee with classification seniority greater than that of an employee who is about to be laid off from that classification, may, with the approval of the Director of the Department, volunteer for layoff.

(c) Before new employees are hired, employees about to be laid off or those already laid off shall be transferred into any classification where vacancies exist, provided that (i) they can perform the duties of those classifications without training and, where applicable, have the appropriate time in the trade or (ii) for a transfer to groundsperson, they have the

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physical ability to perform the duties. Employees about to be laid off or on lay off shall be transferred into such vacancies in accordance with their bargaining unit seniority. Employees who thus are transferred to fill vacancies in different classifications shall have the right to return to the jobs from which they were, or were about to be, laid off before new employees are hired.

(d) In the event an employee is permanently laid off, consistent with normal Medical Center policy he shall be eligible to receive continuation of pay and the Medical Center's portion of his health insurance according to the following schedule:

<u>Length of Service</u>	<u>Continuation of Pay</u>	<u>Continuation of Medical Center Portion of Health Insurance</u>
0 to 5 years	2 weeks	1 month
6 to 10 years	4 weeks	3 months
10 years or more	4 weeks plus 1 week for each year over 10 to a maximum of 12 weeks	3 months
20 years or more	12 weeks	4 months

If an employee is recalled, continuation of pay and the Medical Center's portion of health insurance under this subsection shall cease immediately.

11.6 Recall

(a) Whenever a vacancy occurs in a job classification, employees who are on layoff in that classification shall be recalled by the Medical Center in accordance with their classification seniority, in the reverse order in which they were laid off.

(b) Employees who are on lay off shall be notified and shall respond to such notification in accordance with section 11.3(c) of this Agreement.

(c) If a vacancy occurs in a job classification where no employee in that classification has recall rights, then the laid-off employee with the most bargaining unit seniority will be recalled to fill the vacancy if, in the opinion of the Medical Center, he has the ability to

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do the work without a training period. An employee who thus is recalled to fill a vacancy shall have the option of returning to the position from which he or she was laid off before a new employee is hired to fill that position.

(d) A non-probationary employee who is laid off shall be eligible for recall for a period of two (2) years from the last day worked.

(e) Probationary employees who have been laid off have no recall privileges.

#### 11.7 Promotions

(a) The Medical Center shall give qualified employees the first opportunity to apply for promotional vacancies.

(b) When a vacancy occurs within the bargaining unit, the job vacancy will be posted on the normal Medical Center bulletin boards as well as the bulletin board in the Department for the period of three (3) working days, excluding Saturday, Sunday and holidays. Employees who have successfully bid for a vacant position shall not thereafter be entitled to bid for ninety (90) days. However, in accordance with Medical Center policy, when a vacancy exists in the Department and the Director intends to promote, demote or transfer an employee in order to fill the vacancy, the vacancy will not be posted on the bulletin board of the Medical Center's Personnel Department.

(c) Where a promotional vacancy in a bargaining unit position occurs, if two (2) or more employees are under consideration for such vacancy, the Medical Center shall promote the employee with the greatest seniority if their abilities are reasonably equal. An employee who is promoted shall serve the same probationary period on the new job as a new hire. If the Medical Center determines an employee cannot meet the job qualifications and

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removes the employee from the new job during the probationary period, the employee shall be returned to his or her former job without loss of classification seniority or other benefits.

(d) To the extent that a written test is utilized to determine qualification for a vacancy, the same written test shall be administered to internal applicants and applicants from outside the Medical Center.

(e) During the probationary period, the immediate supervisor shall meet with the employee to discuss his or her progress and to outline those areas or skills that must be mastered in order to successfully complete the probationary period.

(f) Prior to the completion of the probationary period, the employee must pass a practical "hands-on" examination administered by the supervisor. This test will be designed and administered in a non-discriminatory manner and geared to those areas and skills designated by the Medical Center at the beginning of the probationary period.

(g) In the event no employee has the qualifications to fill a vacant position, the Medical Center shall give the Union the initial opportunity to refer qualified candidates to fill such vacant positions before the Medical Center may hire outside applicants.

(h) Except during layoffs, first class craftsmen may transfer laterally provided that (i) they pass the tests for the positions into which they wish to move, (ii) they demonstrate the ability to perform the duties of the new positions and (iii) they serve probationary periods of ninety (90) days in the new positions.

(i) If an employee who has been notified in writing by the Department Director or his designee that he or she has been awarded a new position does not begin to work in the new position within twenty (20) working days, the Medical Center shall pay the employee at the rate of the new position beginning on the twenty first (21st) day.

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(j) When a Mechanic II applies for a position as a first class craftsman, the time he or she has served as a Mechanic II will be deemed time in the appropriate trade.

(k) Unless the Medical Center, Union and employee agree, temporary promotions shall not exceed thirty (30) calendar days. The Union shall not unreasonably withhold its consent. Employees who are temporarily promoted shall not serve a probationary period in the position to which they have been promoted. During temporary promotions, the employees' classification seniority shall continue to accrue in the positions from which they were promoted.

11.8 Seniority List

A telephone list showing the seniority of all employees and prepared in order of seniority ranking shall be supplied annually by the Medical Center to the Union; the Medical Center shall update the list and post it in each shop on a quarterly basis. All complaints with respect to such lists shall be made in writing to the Medical Center within thirty (30) days from the date the list is posted, and in the absence of any such complaints, the list shall be deemed correct as posted.

**ARTICLE 12**  
**HOURS OF WORK**

12.1 (a) A normal day's work shall consist of eight (8) consecutive hours, not counting a lunch period of three-quarters (3/4) of an hour, which normally will begin at 11:30 a.m. for day shift employees (except as may be otherwise regularly scheduled).

(b) If a supervisor directs an employee to work through his or her lunch period or approves of such, the employee may opt to (i) take a lunch period of three-quarters (3/4) of an hour later in the work day or (ii) be paid for an extra three-quarters of an hour on that day.

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(c) If an employee who carries a beeper is required to work during lunch, the provisions of section 12.1(b) of this Agreement shall apply.

(d) The present practice of Operations Shop, AC Shop and Boiler House Shop working eight (8) consecutive hours shall continue.

12.2 Employees will normally work five (5) working days in each week, provided, however, the Medical Center has the right with two (2) weeks' notice to schedule employees on a four (4) day per week, ten (10) hour per day schedule (without any overtime pay for hours over 8 but not more than 10 in a day) as long as said change is agreed to by the Union, whose agreement will not be unreasonably withheld.

12.3 Employees who occupy the same position in the Department may exchange days off during the same pay period, provided that each employee notifies his or her supervisor of the exchange not less than twenty four (24) hours before the first affected shift.

12.4 Full-time employees who work at least a full half shift shall be entitled to one (1) rest period of fifteen (15) minutes each in each working day as scheduled by the Medical Center to each employee. Employees shall be entitled to a fifteen (15) minute clean-up period at the end of their shift, except for painters who will receive thirty (30) minutes. Employees will be responsible for answering emergency calls during their clean-up time. Clean up time for all bargaining unit members is to be used only for actual clean up and completion of paperwork. Employees are not to leave the shop area during clean up time, and under no circumstances is the time to be used for personal business including moving personal vehicles.

12.5 Nothing in this Agreement shall constitute a guarantee of hours worked per day or days of work per week.

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12.6 If an employee is called into the Medical Center for a work assignment that does not extend into his regular shift or does not consecutively follow his regular shift, he shall receive a minimum of four (4) hours' work or pay at the appropriate rate. Except for holidays, an employee called back more than one time within the same four (4) hour period to which this minimum already has been applied, shall not be paid twice for that portion of the separate four-hour minimums to the extent they overlap.

12.7 When an employee is assigned to perform duties that are peculiar to a higher classification for four or more hours during a work day, the employee shall be paid at the rate of the higher classification for such hours, provided that an employee who is assisting an employee of a higher classification shall be paid at the rate he or she normally receives.

12.8 Operating engineers shall be available to communicate with their relief persons, without charging the Medical Center for overtime.

### **ARTICLE 13** **OVERTIME**

13.1 All work performed over forty (40) hours in a Medical Center work week shall be considered overtime and paid for at the rate of time and one-half the regular hourly rate.

13.2 There shall be no pyramiding of overtime.

13.3 The Medical Center has the right to determine the amount of overtime work necessary, the number of employees needed and in which classifications. The Union may grieve the number and classifications of employees working overtime provided that the work in question is performed.

13.4 When assigning individuals to overtime or call-back work, preference will be given to the most senior employees, whether in a particular shop, on a particular project, or within the bargaining unit, but if no volunteers are available, the work will be assigned to the

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least senior employee. Notice of overtime will be given as far in advance as is possible under the circumstances, provided that every reasonable effort will be made to give at least 24 hours notice to a steward when the overtime is known in advance. Notwithstanding the foregoing, (a) where the Medical Center reasonably determines a particular individual can perform the work more efficiently based on specialized training, substantially greater familiarity with a system or recent system repair/modification, or completion of a task in progress which the employee started on a previous shift, the Medical Center may assign the overtime work to the individual with those special credentials, knowledge or experience, and (b) where the Medical Center reasonably determines a particular individual can perform the work more efficiently based on specialized training or substantially greater familiarity with a system or recent system repair/modification, the Medical Center may call back the individual with those special credentials, knowledge or experience.

Once an individual volunteers for overtime or call-back work and is assigned, he/she must perform the assigned work. Failure to report shall be treated as an unscheduled absence and subject the employee to discipline. This provision does not apply merely because an employee has volunteered to be a member of the snow removal team for the upcoming winter, but does apply to actual snow removal days for which an employee has confirmed his availability.

- 13.5 (a) In computing overtime, bereavement leave, holidays and other PTO days falling during the pay period shall be treated as hours worked.
- (b) If an employee is required to work on a holiday and the holiday is not less than the seventh (7th) day the employee has worked during the pay period, the employee shall be paid at the overtime rate for the holiday and for the sixth (6th) day worked during the pay period.

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(c) Employees who work more than four (4) consecutive hours of overtime shall be permitted to take and be paid for a one half (1/2) hour meal period, at the discretion of the employee's supervisor. If such an employee opts to be paid for, but not to take the meal period, when leaving the Medical Center the employee must punch out and present his or her time card to the supervisor who shall authorize payment for the one half (1/2) hour.

(d) Up to a total of ten (10) PTO days may be utilized in lieu of sick days solely for purposes of computing overtime if notice of the absence is given to the Medical Center prior to the start of the employee's shift and notice of the use of the PTO day is given to the Director of the Department before the end of the pay period. Such an absence shall be counted as an incident for purposes of the absence policy.

(e) Any day shift employee who works an additional shift (on a day and shift not otherwise scheduled for that employee during an eighty (80) hour bi-weekly pay period and provided overtime has not otherwise been paid and/or is not payable), shall be paid time and one half, based on the shift differential rate (shift premium) for that additional shift, provided that all other hours in the pay period are either worked hours, PTO hours, or paid bereavement hours. No such overtime shall be paid if hours of sick time or jury duty are included in that pay period (except that up to eight (8) hours of jury duty per year will count towards eligibility for overtime).

(f) Employees may be permitted to work a maximum of two double shifts (of 16 hours each) in any given week and no more than three (3) double shifts (16 hours each) in any one biweekly pay period.

13.6 When notices pertaining to overtime assignments and opportunities are posted, the only sign up location will be at the Kohn Building time clock area.

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**ARTICLE 14**  
**SHIFTS**

14.1 (a) A shift differential of ten percent (10%) per hour of an employee's regular base rate of pay shall be paid to all full-time employees:

(i) for all hours worked between 2:45 p.m. and 5:59 a.m. or the end of their shifts, whichever is later if (A) their shifts begin at or after 12:00 noon and (B) the employees work at least four (4) hours between 2:45 p.m. and 5:59 a.m.; and

(ii) for all hours worked between 5:59 a.m. and 2:45 p.m. or the end of their shift on Saturdays and Sundays by full-time Power Plant and Operations employees if (A) they are scheduled to work the Day shift on the day in question as part of their regular weekly schedule, and (B) the employees work at least eight (8) hours between 5:59 a.m. and 2:45 p.m. or the end of their shift. This shift differential does not apply if the Saturday or Sunday is not part of the employee's regular weekly schedule.

(b) When an employee whose shift normally begins at or after 12:00 noon is requested to begin working before the shift begins and works into the normal shift, the employee will be paid shift differential in accordance with the provisions of section 14.1(a) of this Agreement.

14.2 The shifts shall be as follows: 12:00 midnight to 8:30 a.m.; 8:00 a.m. to 4:30 p.m.; and 4:00 p.m. to 12:30 a.m. Present shift assignments that differ from the above three (3) shifts may continue as heretofore. Upon a minimum of two (2) weeks notice to the Union, the Medical Center may advance up to one (1) hour or set back up to one (1) hour the present shift times.

14.3 The Medical Center may change the regular shift of any employee upon two (2) weeks (i.e., fourteen days) notice to the employee and Union. In an emergency, the Medical Center may immediately change an employee's shift. Employees with the least classification

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seniority qualified to do the work in question will have their hours or shifts changed if there are no qualified volunteers.

14.4 Scheduling Shift Coverage.

Requests for days off that involve shift coverage must be submitted at least 72 hours in advance. Any requests to take off on a Monday, regardless of the shift, must be submitted no later than 10:00 a.m. the preceding Friday. For purposes of scheduling shift coverage, the Medical Center may temporarily change the shift of another employee to cover that shift so long as notification of the temporary change is made at least 48 hours in advance when the request is submitted between 3:00 p.m. Sunday until 9:59 a.m. Friday; and at least 24 hours in advance when the request is submitted between 10:00 a.m. Friday until 2:59 p.m. Sunday. The parties will establish a tracking system to verify when requests are submitted.

**ARTICLE 15**  
**PAID TIME OFF**

15.1 Paid Time Off (PTO) is payment an employee may be eligible to receive on account of approved absences from work, including legal holidays observed by the Medical Center which the employee normally would be scheduled to work but has requested and received approval to take off. In order to use and be paid for accumulated PTO time, an employee must comply with any applicable scheduling and approval procedures. In the case of evening, night and weekend shift differentials, PTO pay includes otherwise applicable shift premiums.

15.2 PTO time is accumulated biweekly on the first full pay period of employment after hire and for each pay period thereafter. PTO includes time off for employee vacations, personal reasons and legal holidays.

15.3 Probationary employees will not be advanced and may not use accumulated PTO days until the completion of their probationary periods, except where they have requested and

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received approval not to work on a holiday recognized under Section 16.1 which falls during their probationary period and which is part of their regular weekly work schedule.

15.4 PTO time is not intended to be the primary time off to cover employees who are unable to work due to illness or injury. PTO may be used if sick time is exhausted, subject to the provisions of Section 13.5(d).

15.5 The PTO listed below is based upon employees who are regularly scheduled to work eighty (80) hours bi-weekly:

<b>Year of Employment</b>	<b>PTO Days</b>	<b>Regular PTO Bank Maximum</b>	<b>Accumulation Per Pay (based on 80 hours)</b>
First Year	21	31	6.4615
Second Year	22	33	6.7692
Third Year	22.5	34	6.9231
Fourth Year	23	35	7.0769
Fifth Year	23.5	36	7.2308
Sixth Year	24	37	7.3846
Seventh Year	24.5	38	7.5385
Eights Year	25	39	7.6923
Ninth Year	25.5	40	7.8462
Tenth Year	26	41	8.000
Fifteenth Year	31	51	9.5385

Employees who are scheduled to work fewer than eighty (80) hours bi-weekly shall receive prorated calculations of PTO days, prorated PTO Bank maximums and prorated Accumulations Per Pay.

15.6 An employee will accumulate PTO until the maximum accumulation amount described in Section 15.5 is reached. No PTO will accumulate beyond the maximum amount allowed. All PTO hours which accumulate during or after the pay period beginning February 27, 2011, shall accumulate in an employee's regular PTO Bank.

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15.7 Any PTO used on a current basis from an employee's PTO Bank will be paid at 100% of the employee's current regular base rate.

15.8 PTO schedules shall be established, taking into account the wishes of the employees and the needs of the Medical Center, and in accordance with Sections 14.4 and 29.2 of this Agreement. Where there is a conflict in choice of PTO time among employees, classification seniority shall prevail.

15.9 PTO hours from an employee's PTO Bank which are used on a current basis continue to count towards overtime hours in the week they are used.

15.10 Effective upon resignation with proper notice of two (2) weeks or layoff, subject to the provisions of Section 15.11, the Medical Center will pay accumulated, unused PTO Bank days in an amount up to, but not to exceed, the following amounts:

(a) two (2) weeks, which is equivalent to an employee's regularly scheduled biweekly hours for employees hired prior to March 13, 2011, or

(b) one (1) week, which is equivalent to an employee's regularly scheduled weekly hours for employees hired between March 13, 2011 and January 31, 2022.

15.11 Employees who quit without proper notice of two (2) weeks shall not be entitled to pay for any banked PTO days. Employees who have given two (2) weeks' notice of resignation but who take unscheduled PTO or sick time during the two-week notice period will not be paid for those PTO or sick days and for each unscheduled PTO or sick day taken will forfeit pay for a PTO day to which they otherwise would be entitled upon separation. Employees who are discharged for cause receive unused PTO Bank days in an amount up to, but not to exceed, the following amounts:

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(a) One (1) week for employees hired prior to March 13, 2011, or

(b) Two-and-one-half (2.5) days for employees hired between March 13, 2011

and January 31, 2014.

15.12 Any employee who desires to receive a paycheck before commencing a paid PTO period of five (5) or more working days must submit a written request for such PTO pay to the Director of the Department three (3) weeks before the first day of the PTO period.

### **ARTICLE 16** **HOLIDAYS**

16.1 The Medical Center recognizes the following holidays:

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

16.2 A full-time employee not scheduled to work on any such holiday may be paid for the holiday using their Paid Time Off accumulation or bank as outlined in Article 15, at the rate he or she normally earns on his or her shift, provided the employee works his or her entire scheduled work shift before the holiday and entire scheduled work shift after the holiday, unless excused by the Medical Center.

16.3 Each full-time employee scheduled to work on an actual legal holiday (but not on the day the holiday may be celebrated by the Medical Center pursuant to Section 16.5) shall receive time and one-half (1½) for all hours worked on said holiday.

16.4 An employee who is scheduled to work on any holiday and does not report to work shall receive no PTO pay for that holiday.

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16.5 A holiday that falls on a Saturday will be celebrated by the Medical Center on Friday, and a holiday that falls on a Sunday will be celebrated by the Medical Center on Monday. In such cases, as used in Sections 16.1, 16.2, 16.4 and 16.5, the term “holiday” shall mean the holiday celebrated by the Medical Center, not the actual holiday.

16.6 The Director of the Department shall post a schedule in advance of each holiday set forth in Section 16.1 of this Agreement so that each shift in each classification may be covered in accordance with the employees’ seniority.

16.7 Employees are responsible for managing their own use of PTO time and to properly schedule days off in order to have PTO banked time available if they want to be paid for time off on a holiday set forth in Section 16.1 of this Agreement.

**ARTICLE 17**  
**SICK LEAVE**

17.1 Sick Leave

(a) Sick leave may be utilized for employee absences from scheduled work caused (i) by illness or injury of the employee which is not work connected and not compensable under the Worker’s Compensation laws, or (ii) for the employee’s appointments with a health care practitioner if the employee cannot schedule such appointments during non-working hours provided at least 24-hours notice is given. Except in cases of pending or approved FMLA, on the day following a scheduled health care practitioner appointment, if the employee is out of work the full work day, the employee shall furnish the Medical Center with a certificate from the health care practitioner verifying that the employee was examined or treated on the date of the appointment and the scheduled time of the appointment. If a note is not brought in under this policy, the absence will be unpaid and count as an incident of abuse of sick time under Rule 3a of the Work Rules.

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(b) When an employee reports to work but leaves early for a scheduled or unscheduled health care practitioner appointment, the employee upon his return to work will be required to furnish the Medical Center with a certificate from a health care practitioner verifying that the employee was examined or treated on the date of the appointment and the scheduled time of the appointment. Excluded from this requirement are previously documented FMLA, treatment in Emergency Room or inpatient admission. If a note is not provided upon the employee's return to work, the partial or full-day absence will be unpaid and treated as an incident of abuse of sick time under Rule 3a of the Work Rules.

17.2 Non-probationary, full-time employees shall be entitled to paid sick leave earned at the rate of one (1) day per month from the date of hire, up to a maximum of twelve (12) days per year. Employees may not accumulate more than one hundred eighty (180) days sick leave.

17.3 Part-time employees shall be entitled to pro-rated sick leave.

17.4 Pay for any day of sick leave shall be at the employee's regular rate.

17.5 Unused sick leave shall not be paid upon an employee's termination of employment.

17.6 To be eligible for sick leave pay, a sick or injured employee must notify his supervisor of his absence at least one-half (1/2) hour prior to the start of his shift, except for operating engineers who must give at least one (1) hour's notice prior to the start of his shift.

17.7 When an absence exceeds three (3) working days, the employee upon his return to work will be required to furnish the Medical Center with a certificate from a licensed physician stating the specific reasons for the absence. After one (1) three-day absence without a doctor's note, any three-day absence in a rolling 12 months may require a doctor's note. The 12 month period runs from the most recent failure to bring in a note on a three-day absence. If a note is not

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brought in under this policy, the absence will be unpaid and count as an incident for purposes of the absenteeism policy. If a note is brought in, the absence still will count as an incident for purposes of the absenteeism policy.

17.8 Employees who have been on sick leave may be required to be examined by the Medical Center's Employee Health Service physician before being permitted to return to duty.

17.9 Absences owing to on the job injury shall not be deemed incidents for purposes of the absence policy if a Medical Center incident report concerning the injury is made.

**ARTICLE 18**  
**BEREAVEMENT LEAVE**

18.1 Non-probationary employees will be granted up to three (3) days' bereavement leave with pay for absence necessary to attend the funeral of a member of the employee's immediate family. The employee's spouse, parent, brothers, sisters and children shall constitute the immediate family under this section. Non-probationary employees will be granted one (1) day bereavement leave with pay for absence necessary to attend the funeral of a grandparent, grandchild or parent-in-law.

**ARTICLE 19**  
**SAFETY**

19.1 The Medical Center will comply with all applicable laws pertaining to the safety and health of its employees.

19.2 Protective devices and other equipment determined by the Medical Center to be necessary for an employee's protection shall be provided by the Medical Center. Where equipment is so provided it shall be used by employees.

19.3 Questions concerning job safety first must be referred to an employee's supervisor. If the matter is not resolved by the supervisor, such questions may be referred either to the grievance procedure or the appropriate Medical Center Safety Committee.

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19.4 In addition, safety issues will continue to be addressed in the Department's Labor Management Committee. The Shop Stewards shall be permitted to review environmental reports concerning the Medical Center during the Department's Labor Management Committee meetings.

19.5 Employees must be current in PPD, influenza vaccine requirements (subject to medical and religious exceptions), fit testing and other mandatory safety and operational testing and training required by the Medical Center to comply with regulatory agencies, whether annual or more frequent. If an employee fails to update any of these testing requirements when they are offered by the Medical Center, the employee will be given no less than 10 calendar days notice of the need to complete the testing requirements other than during their scheduled shift times, either at the Medical Center or another approved site. Failure to comply with the 10-day period will result in the employee's suspension without pay until such time as the employee satisfies the testing requirements.

**ARTICLE 20**  
**HEALTH AND WELFARE AND PENSION**

20.1 The Medical Center will continue to provide for all employees regularly scheduled to work sixty-four (64) hours or more bi-weekly, and their dependents, commencing the first day of the calendar month after the completion of ninety (90) days of service, the same Medical Center health insurance plans available to other Medical Center employees. The Plans shall be subject to the same premium cost sharing applicable to other Medical Center employees. Employees may, if they so elect, pay for out-of-pocket medical expenses (and dependent care expenses) with pre-tax dollars set aside through a Flexible Spending Account which will be made available by the Medical Center, or pay for these expenses with after-tax dollars.

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20.2 The Medical Center will continue to provide to regularly scheduled employees who work sixty-four (64) hours or more bi-weekly the Group Life Insurance, Dental Insurance and Long-Term Disability Income Plan in effect at the execution of this Agreement, in accordance with the Medical Center eligibility policies and terms and conditions of said plans. These plans are: the Long-Term Disability Plan provided by Confederate Life, effective January 1, 1993; the Albert Einstein Healthcare Foundation Group Life Insurance Plan for non-exempt employees provided by Confederate Life, effective January 1, 1993; and the Albert Einstein Healthcare Network Dental Benefits provided by Aetna, Inc. and Delta Dental of Pennsylvania.

20.3 The Medical Center reserves the right to change insurance carriers for any benefit provided hereunder, provided that benefit levels are not reduced by the change.

20.4 Effective February 1, 2018, the Medical Center shall contribute to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the sum of four dollars five cents (\$4.05) per hour. The contribution level will increase to four dollars twenty cents (\$4.20) per hour effective August 1, 2018. Contributions to the Central Pension Fund will be made for all hours paid up to forty-eight (48) hours per week. The Medical Center shall also pay to the Union Eye Care Plan for all hours paid up to forty (40) hours per week nine cents (\$.09) per hour.

20.5 It is understood and agreed that upon a possible passage by Congress of a possible amendment to the Patient Protection and Affordable Care Act or enactment of similar legislation, the parties shall, upon notification given by the Medical Center to the Union or vice versa, meet and discuss to determine what changes, if any, are appropriate to the health plan provided under this Agreement.

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20.6 The Medical Center shall provide an annual chest x-ray to each employee in the bargaining unit who desires a chest x-ray.

**ARTICLE 21**  
**UNIFORMS**

21.1 The Medical Center shall continue its current policy on uniforms, as modified herein. Newly hired employees shall receive four (4) uniforms when hired and each May 1 thereafter, except that the number of uniforms distributed to employees with less than one (1) year's seniority on their first May 1 reorder date shall be as follows:

<u>Length of Seniority</u>	<u>Number of Uniforms</u>
Less than 3 full months	0
3 full months to less than 6 full months	1
6 full months to less than 9 full months	2
9 full months to less than 12 full months	3

Employees may substitute one intermediate weight jacket for one (1) set of pants and shirt once every three (3) years. Painters may elect coveralls instead of a uniform. A reasonable amount of protective winter gear will be provided by the Medical Center to employees who regularly work outside in inclement weather. Uniform maintenance is the employee's responsibility, but when reasonably necessary, the Medical Center will exchange up to two (2) uniforms, excluding jackets, per year.

21.2 The Medical Center shall endeavor to maintain sufficient supplies of uniforms so that replacement of unserviceable uniforms will not be unduly delayed.

**ARTICLE 22**  
**GRIEVANCE PROCEDURE**

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

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Step 1. If an employee desires to complain to management of a situation involving discipline or otherwise arising under this Agreement, within three (3) working days of the occurrence giving rise to the complaint, the employee and shop steward shall request a conference with the employee's supervisor (or, if the supervisor is the source of the employee's complaint, an assistant director or the director of the Department). If the employee's complaint is not resolved within three (3) working days of this conference, the employee and shop steward shall reduce the complaint to writing within two (2) working days of the conference or the supervisor's answer, whichever occurs last.

Step 2. In the event the grievance is not resolved under Step 1, the Union shall, within two (2) working days thereafter, prepare a written grievance which includes the primary factual basis for the complaint and present the written grievance (which shall be assigned a number by the Human Resources Department at the Union's request) to the Director of Maintenance and Engineering (or his designated representative), who shall attempt to adjust the matter within three (3) working days. The Chief Steward and/or the grievant's Shop Steward may, in the Union's discretion, attend any Step 2 meeting.

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 by the Union Business Manager (or his representative) and, in the Union's discretion, the Chief Steward and/or the grievant's Shop Steward, in Step 3. A grievance shall be presented in this step to the Director of Human Resources (or her designee) and she or her designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this step.

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

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22.3 Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 by notice in writing within five (5) days of the discharge or suspension.

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

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

22.6 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.

22.7 A grievance that affects a substantial number or class of employees may initially be presented in Step 2 or Step 3 by the Union, subject to the approval of the Director of Personnel, whose approval shall not be unreasonably withheld. The grievance shall then be processed in accordance with the Grievance Procedure.

**ARTICLE 23**  
**ARBITRATION PROCEDURE**

23.1 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 the Medical Center or the Union to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules of the American Arbitration Association then prevailing.

23.2 If the grievance has not been resolved in Step 3, the parties may agree, but are not compelled, to use the dispute resolution services of the Federal Mediation and Conciliation Service (FMCS).

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(a) Either party may elect not to use FMCS, for any reason or no reason at all, and without any inferences being drawn from such decision.

(b) If either party requests the other to use the dispute resolution services of FMCS to attempt to resolve the matter:

(i) if the request to the other party is made within 15 working days of completion of the Step 3 grievance procedure, the balance of the 30 working day time period for submitting the grievance to arbitration will be stayed until the other party responds to the request.

(ii) if the request to the other party is made after 15 working days of completion of the Step 3 grievance procedure, the time period for submitting the grievance to arbitration will not be stayed unless the parties so agree in writing.

(c) An agreement to utilize the services of FMCS shall specify the time period in which the issue must be resolved and, if applicable, any period during which the arbitration proceeding will be stayed.

(d) If the parties elect to utilize the FMCS process, each must accept or reject the outcome of that process within ten (10) working days of the meeting. Failure to do so will be understood as reinstating the Step 3 answer, without any negative inference being drawn as to a party's rejection of any resolution suggested by FMCS.

(e) Nothing discussed or offered during the FMCS process shall be admissible in any arbitration proceeding.

23.3 The fees and expenses of the American Arbitration Association and the arbitrator shall be borne by the losing party. The arbitrator shall be required to designate in the Award either the Union or the Employer as the losing party.

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23.4 The award of an arbitrator hereunder shall be final, conclusive and binding upon the Medical Center, the Union and the employees. Any award for back pay shall have deducted there from any unemployment compensation or other compensation that the aggrieved may have received from any source during the period for which back pay is claimed.

23.5 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 24**  
**UNIT WORK BY SUPERVISORS**

24.1 Supervisory employees will not perform bargaining unit work except in the event of:

- (a) emergencies, including absenteeism, or unusual circumstances;
- (b) training or instruction;
- (c) testing of equipment;
- (d) starting of new equipment;
- (e) unusual or complex jobs when unit employees do not have appropriate

skills. This provision will not enable supervision to perform unit work on a frequent or day-to-day basis if they have refrained from training employees to perform the work in question.

24.2 The Director of the Department shall continue to notify all other department heads that non-union personnel may not perform bargaining unit work.

**ARTICLE 25**  
**LEAD PERSONS**

25.1 The Medical Center may from time-to-time as it deems necessary establish Lead Person positions. A Lead Person is an individual who is designated by the Medical Center in its sole discretion as being able to carry out management directives with respect to quality,

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schedules and job assignments in close cooperation with management, and within defined limits set by a supervisor. An employee designated as a Lead Person does not acquire any special seniority by reason of the designation. The duties of a Lead Person shall not include administering discipline. In the absence of a supervisor, an employee who questions the instructions of a Lead Person will follow the Lead Person's instructions until the Lead Person is able to arrange for the presence of a supervisor to review the situation, which will be done as expeditiously as possible under the circumstances. Any employee selected as a Lead Person shall continue to be a member of the bargaining unit, but shall function in the manner directed by the Medical Center. The Medical Center may, at any time, revoke the designation of Lead Person as to any specific employee and/or, at its election, operate without a Lead Person. An employee may refuse to be a Lead Person, without prejudice. A Lead Person shall receive \$1.75 per hour over the base wage for a Mechanic I.

**ARTICLE 26**  
**TRAINING AND ASSIGNMENT OF WORK**

26.1 Cross-Crafting

(a) All Mechanics I and II, including Air Conditioning/Refrigeration Mechanics and Operations Mechanics, may be assigned to any bargaining unit work, including shift coverage responsibility that the individual has the skill necessary to perform, regardless of the shop to which they regularly are assigned, provided such assignment does not cause the layoff of employees in the core group of incumbent employees described in Section 27.3.

(b) Work assignments generally will be based on an employee's ability to perform the required work in the allotted time, and will not be limited because of the designation of an employee's classification or the change from a single, merged HVAC/R shop to an Air Conditioning/Refrigeration Mechanics Shop and an Operations Mechanics Shop. Employees in

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both the Air Conditioning/Refrigeration and Operations Shops will continue to be given on the job, generalized training in areas relating to Medical Center HVAC equipment operated by both Shops. Training in specialized functions will be provided principally to those employees in the Shop that has the primary responsibility for operating that specialized equipment.

#### 26.2 Assignment of Shift Coverage

The Medical Center has the specific right to assign or reassign shift coverage to qualified HVAC/R Mechanics (Air Conditioning/Refrigeration Mechanics and/or Operations Mechanics). Where adequate coverage cannot be arranged without the use of overtime, however, preference for overtime opportunities will be given to the employees within the job classification of the employee whose shift must be covered. In administering this section, the practical needs of providing adequate, competent coverage and completing work in a timely and efficient manner will prevail, and if an employee inadvertently is missed for one or more overtime opportunities, the affected employee(s) will be given future overtime opportunities they would not otherwise have gotten but will not be entitled to back pay for work they did not perform.

#### 26.3 Power Plant/Chiller Plant

(a) Power Plant personnel will continue to monitor and operate the Chiller Plant to the extent of their capability and to perform rounds as directed, with the understanding that Air Conditioning Mechanics and Operations Mechanics also will be assigned as needed to problem solve and perform adjustments, repairs and preventive maintenance.

#### 26.4 Job Descriptions, Competency Assessments and Performance Reviews

(a) All bargaining unit employees will be issued and acknowledge in writing their receipt of current job descriptions, in accordance with JCAHO standards.

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(b) In order to help facilitate cross-crafting opportunities, bargaining unit employees will participate in a system of skill/competency assessments and performance reviews.

(c) Nothing contained in Sections 26.1 or 26.4 is intended to change overtime procedures already in the Agreement, or to withhold scheduled wage increases contained in this Agreement, or to limit promotional opportunities.

(d) Bargaining unit members may participate in the Medical Center's educational assistance program to the same extent as non-bargaining unit employees.

**ARTICLE 27**  
**MISCELLANEOUS**

27.1 PTO Bank and sick time accumulation rates, accumulations and maximums can be viewed in PRISM, Employee Self Service.

27.2 The Medical Center shall continue to provide its portion of health insurance premiums and contributions to the Central Pension Fund for those employees injured on the job for a maximum period of twelve (12) months from the date of injury. Contributions to the Union Eye Care Plan shall be handled as in the past.

27.3 If none of the full time bargaining unit members actively employed as of 01-01-2014 (which date will be adjusted to 01-01-2015 effective 2-1-18; to 01-01-2016 effective 2-1-20; and to 01-01-2018 effective 2-1-21) who is classified as a Mechanic I or II is on layoff, the Medical Center has the right to subcontract any Facilities Department work that it deems appropriate. If any of the full time bargaining unit members actively employed as of 01-01-2014 (which date will be adjusted to 01-01-2015 effective 2-1-19; to 01-01-2016 effective 2-1-20; and to 01-01-2018 effective 2-1-21) who is classified as a Mechanic I or II is on layoff, the Medical Center will not subcontract work that bargaining unit members regularly or occasionally

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perform, or currently are available to perform and capable of performing, except in the case of an emergency that (i) jeopardizes the safety of patients, employees or visitors to the Medical Center or (ii) presents a clear and present danger of property damage.

27.4 The Medical Center shall accord employees subject to this Agreement any increases in sick leave, PTO (including holiday), bereavement and jury duty entitlements and/or health and welfare benefits (except hospitalization, surgical, major medical, long-term disability, pension, prescription, and eye care benefits which will remain unchanged) generally given to other Medical Center employees during the life of this Agreement.

27.5 The Medical Center shall be responsible for eighty percent (80%) of the inventoried value of personal hand tools lost or stolen on Medical Center premises without any fault on the employee's part up to an aggregate maximum of One Thousand Dollars (\$1,000.00) per employee. The Medical Center will replace unserviceable tools turned in to the Medical Center. In order to be eligible for reimbursement, the employee must submit and the Medical Center verify an up-to-date inventory of all hand tools to include the value of each tool. The Medical Center has the right to verify from time to time that each employee's list is up-to-date and accurate. Once a tool has been inventoried, an employee may not remove it from Medical Center premises without first completing and having a supervisor sign a tool removal form. In addition, for the term of this Agreement, all non-probationary employees shall be given an annual tool and boot allowance in the amount of \$450, which shall be taxable but for which no receipts shall be required effective November 1, 2018.

27.6 Employees required to carry "beeper" devices during non-working time shall be paid a premium of twenty dollars (\$20.00) per shift. To be eligible for the premium the employee must respond by phone to the beeper signal within ten (10) minutes of call and report

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to work within thirty (30) minutes or the length of time it normally takes him to commute to the Medical Center from his principal residence. If called in, the premium shall be reduced by twenty dollars (\$20.00) for each period of four (4) hours paid by the Medical Center. If the employee fails to respond to the beeper, he shall forfeit all beeper premium for that shift and may be subject to discipline, unless excused by a supervisor before being beeped due to an emergency involving the employee.

27.7 The Medical Center and the Union agree to the continuation during the term of this Agreement of a joint Labor-Management Committee for the purpose of discussing safety issues and other mutual problems and concerns. It is anticipated that the Labor-Management Committee will meet on a monthly basis if necessary. It is the intent of the parties that the Labor-Management Committee not be used instead of the grievance procedure, but as an additional means of communication between the Medical Center and Union.

27.8 The Medical Center shall pay all journeyman plumber, operating engineers, and pesticides license fees required by the Medical Center.

27.9 Supervisors in the Engineering and Maintenance Department will make available to employees in the Department a form for reporting to management exposed areas suspected of containing asbestos, which the Department will analyze and remedy as appropriate. The results of the test will be communicated to the individual initiating the report and the stewards.

27.10 If applicable to the rest of the Medical Center, all time accruals will stop when employees are on paid or unpaid leave of absence, except as mandated by law or as specifically set forth in Section 30.1(c). This provision does not apply to time already banked as of policy implementation.

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27.11 Radios in good working order will be available so that third shift employees are able to communicate with other bargaining unit members or security.

27.12 Donation of accumulated PTO time to coworkers for catastrophic situations will be permitted up to two (2) weeks per donor, but still with a cap of 12 weeks for recipient, and without the necessity of the donee waiting two (2) weeks after exhaustion of their own leave time in order to access the donated time.

**ARTICLE 28**  
**PAST PRACTICES**

28.1 Past practices with respect to benefits currently accorded all bargaining unit employees shall be continued, except where otherwise provided in this Agreement. As used in this Article, the term “past practice” must be unequivocal, clearly enunciated and acted upon, and readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. The previous failure by the Medical Center to have exercised any right retained by management, whether explicitly or implicitly, shall not be construed to constitute a past practice. To the extent so-called “Standard Operating Procedures” (“SOPs”) may have been promulgated prior to November 1, 2002 to provide guidance to Department members, the existence of the SOPs alone does not constitute binding past practices.

**ARTICLE 29**  
**ATTENDANCE POLICY**

29.1 Effective February 1, 2018, the revised Attendance Policy included in the attached Exhibit “B” shall be effective, subject to the provisions of Section 5.4.

29.2 Requests for Days Off.

All bargaining unit employees shall be required to submit requests for days off as far in advance as is possible, but in any case at least 48 hours in advance, whether or not it involves shift coverage. Requests for time off that are submitted fewer than 48 hours in advance

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are limited to documented health and safety emergencies. This provision does not change the normal procedure for selecting vacations by seniority twice a year, or Section 17.1 of this Agreement.

29.3 Semi-Annual Attendance Bonus Program.

The Semi-Annual Attendance Bonus Program attached as Exhibit "D" will continue to be administered on a full 12-month cycle, from January 1 through June 30, and from July 1 through December 31.

**ARTICLE 30**  
**MEDICAL LEAVES OF ABSENCE AND WORKER'S**  
**COMPENSATION LEAVES**

30.1 Notwithstanding any other provisions of this Agreement, the following principles shall apply to an employee on a Medical Leave of Absence or Worker's Compensation Leave:

(a) The Medical Center can require such employees to perform light duty work anywhere in the Medical Center, whether or not in the employee's craft, during all or a portion of a Medical Leave of Absence or Worker's Compensation Leave for up to eighteen (18) months from commencement of the Leave if the employee is unable to perform his regular work but is cleared for light duty work.

(b) Performance of light duty work does not extend the eighteen (18) month maximum period for Medical Leave of Absence or Worker's Compensation Leave.

(c) While absent from work on Worker's Compensation Leave, an employee shall not accrue sick, or PTO time unless he is cleared to perform light duty work and the Medical Center has no such light duty work available. An employee who returns to light duty work from Worker's Compensation Leave shall be entitled to resume accumulating sick and PTO time proportionate to the normal annual accumulations. In no event under this subsection will an employee who remains on Worker's Compensation Leave beyond twelve (12) months

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from the onset of the injury be entitled to accrue sick or PTO time beyond the expiration of such twelve (12) month period, even if the employee is cleared to perform or actually performs light duty work during the balance of the Worker's Compensation Leave.

(d) Specific FMLA information will not be shared by the Network Director of the Maintenance and Engineering Department with other departmental staff.

30.2 Normal contractual wage increases apply when an employee is absent on a Medical Leave of Absence or Worker's Compensation Leave.

(a) While working light duty anywhere in the Medical Center, the applicable rate of pay is the normal rate for the light duty work performed; any difference between that rate and the employee's normal rate of pay for his regular job shall be the responsibility of worker's compensation.

(b) The Medical Center may apply to the bargaining unit the Medical Center's Family and Medical Leave Act Policy. Except as set forth in the Medical Center's Family and Medical Leave Act Policy, the Medical Center shall permit the non-payment of accrued benefits during a medical leave of absence taken by a bargaining unit employee, so long as the employee elects in advance of the medical leave of absence as to whether he/she would like non-payment of accrued benefits during the medical leave. The medical leave of absence, whether FMLA or non-FMLA, shall commence after a 5 calendar day period of absence, without retroactivity to the first day of absence. There shall be no accrual of sick, PTO or vacation time during a medical leave of absence.

### **ARTICLE 31** **NATURE OF AGREEMENT**

31.1 The parties hereto acknowledge that this Agreement embodies the complete and final understanding reached by the parties as to wages, hours, and all other terms and conditions

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of employment of all employees covered by this Agreement. No addition to, alteration, modification or waiver of any term, condition or restriction in this Agreement shall be binding unless made in writing and signed by the Medical Center and the Union. It is acknowledged that during the negotiations preceding this Agreement, the parties had the opportunity to discuss all issues of interest pertaining to wages, hours and all other terms and conditions of employment and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement. The Union and the Medical Center agree that the Union and the Medical Center, respectively, shall not be obligated to bargain collectively with the Medical Center and the Union respectively, during the term of this Agreement on any matter pertaining to wages, hours and all other terms and conditions of employment, and the Union and the Medical Center hereby specifically waive any right which each might otherwise have to request or demand such bargaining. Notwithstanding the foregoing, the parties may, by mutual agreement during the life of this Agreement, subsequently enter into supplemental agreements.

31.2 Employees cannot, after the execution of this Agreement, enter into individual agreements with the Medical Center, altering or modifying this Agreement without the approval of the Union.

**ARTICLE 32**  
**EFFECT OF LEGISLATION**

32.1 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, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the Commonwealth of

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Pennsylvania, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of the Agreement shall continue in full force and effect.

32.2 Reopener

It is understood and agreed that upon passage by Congress or the Pennsylvania General Assembly of legislation significantly altering the method of reimbursement or payment for health care services rendered by the Medical Center, the parties shall, upon notification given by the Medical Center to the Union or vice versa, meet and discuss to determine what changes, if any, in the economic terms of the Agreement parallel to changes applicable to non-bargaining unit employees, are appropriate in the interest of maintaining the stability of the Medical Center.

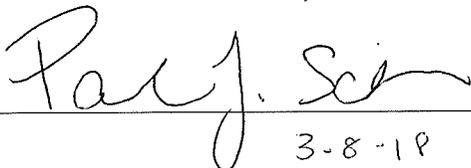
**ARTICLE 33**  
**TERMINATION**

33.1 This Agreement shall become effective as of February 1, 2018, and shall remain in full force and effect up to and including January 31, 2022, and shall subsequently remain in effect for a period of ninety (90) days after either party gives notice of its desire to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized officers the day and year first above written.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 835

ALBERT EINSTEIN MEDICAL  
CENTER

By:   
3-8-18

By:   
3-12-18

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**EXHIBIT A**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL No. 835, 835A, 835B**

*Voluntary Assignment and Authorization*

**For Dues Deduction**

You are hereby authorized to deduct from my wages each month my Union dues and initiation fees when applicable and to remit the amount so deducted to the Financial Secretary of Local 835 of the International Union of Operating Engineers.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\* \* \* \* \*

**LOCAL 835**

**UNION DUES**

Effective July 1, 2009  
Minimum Dues - \$16.25 per month

The dues are based on the base hourly rate of each member at the rate of two and one half (2.5) hours base pay per month. If the base rate changes, due to a wage increase or job classification change, the dues go up or down, depending on that change.

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## EXHIBIT B

### DISCIPLINARY RULES PERTAINING TO ATTENDANCE, PERFORMANCE AND BEHAVIOR

The following work rules, which are not all-inclusive, provide guidance to employees on how certain types of conduct will be treated by the Medical Center for disciplinary purposes.

There are 4 disciplinary levels:

- 1 – counseling document
- 2 – warning document
- 3 – suspension\*
- 4 – termination

Certain disciplinary infractions will be grouped together for progressive purposes because of their similarity. They are:

- 1. Numbers 1, 2, 3, 3a and 4
- 2. Numbers 6, 7 and 8
- 3. Numbers 9, 10, and 11

Where multiple rules are violated by a single act, only one type of discipline will apply but it will be selected from the range of discipline associated with the most serious rule violation. For example, if the same act violates a rule with a disciplinary range of 1-2 and also violates a second rule with a disciplinary range of 1-3, the discipline imposed falls within the 1-3 range.

If circumstances require that an employee be removed from the workplace during an investigation, the employee may be suspended without pay pending the conclusion of the investigation. If employee is exonerated as a result of the investigation, the employee may receive back pay for time lost as a result of suspension.

\* Suspension for attendance related infractions will be no more than two (2) days in duration.

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<b>Work Rule</b>	<b>1<sup>st</sup> Offense</b>	<b>2<sup>nd</sup> Offense</b>	<b>3<sup>rd</sup> Offense</b>	<b>4<sup>th</sup> Offense</b>
1. Chronic absenteeism, lateness and/or early departure	1-1	2-2	3-3	4-4
2. Failure to provide proper notice of absence	2-2	3-3	4-4	
3. Abuse of sick time	1-4	2-4	3-4	4-4
3a. Failure to provide certificate from health care practitioner	1-2	2-4	3-4	4-4
4. No call/No show (one day of absence without notification)	3-4	4-4		
5. Abandonment of position (absence for three consecutive work days without notification)	4-4			
6. Absence from work area without notification	1-3	2-3	3-4	4-4
7. Stopping work before scheduled end of work time without authorization	1-3	2-3	3-4	4-4
8. Extended break or meal time without authorization	1-3	2-3	3-4	4-4
9. Deliberate signing/swiping in or out of another employee's time record or asking another employee to sign/swipe in or out for you	3-4	4-4		
10 Failure to sign/swipe in or out of own time record	1-1	2-2	3-3	4-4
11. Failure to adhere to departmental overtime guidelines; signing/swiping in or out before or after scheduled time	1-1	2-3	3-4	4-4
12. Falsification of own or another employee's time record	3-4	4-4		
13. Non-availability when on call or when required by operational need	1-4	2-4	3-4	4-4

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Work Rule	1st Offense	2nd Offense	3rd Offense	4th Offense
14. Failure of proper/timely notice of continued absence from work to manager. (Employee must notify manager within 24 hours of a doctor's appointment when out of work for more than three days; or, in the event Workers' Compensation Medical Evaluation, an employee must notify his/her manager within one hour after his/her doctor's appointment.)	1-1	2-2	3-3	4-4
15. Failure to return from time off	1-4	2-4	3-4	4-4
16. Failure to meet reasonable standards/expectations of performance; unsatisfactory work performance	1-1	2-2	3-3	4-4
17. Failure to use appropriate judgment	1-4	2-4	3-4	4-4
18. Carelessness or inattention	1-3	2-4	3-4	4-4
19. Gross neglect of duty; deliberate inattention to patient care	3-4	4-4		
20. Failure to fulfill the responsibilities of the job to the extent that might or does cause neglect to a patient or any other person; or cause damage, waste or loss of material, supplies, equipment, time, facilities or other Network property	2-3	3-4	4-4	
21. Performing non-work related activities while on duty	1-2	2-3	4-4	
22. Loafing, loitering or engaging in unauthorized personal visits	1-2	2-3	4-4	
23. Failure to carry out orders, instructions or an assignment	1-3	3-4	4-4	
24. Refusal to carry out orders, instructions or an assignment; insubordination	4-4			
25. Rude or discourteous behavior; demeanor not in keeping with that expected of an employee; violation of "Einstein Code of Conduct"	1-4	3-4	4-4	

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<b>Work Rule</b>	<b>1st Offense</b>	<b>2nd Offense</b>	<b>3rd Offense</b>	<b>4th Offense</b>
26. Inappropriate or unprofessional behavior	1-4	3-4	4-4	
27. Lying; misrepresentation of critical information to a manager or coworker that might or does cause neglect to a patient or harm to the Network	3-4	4-4		
28. Disorderly or disruptive conduct; behavior disruptive within work group	2-4	3-4	4-4	
29. Unauthorized presence in a non-public area of the Network	1-4	2-4	3-4	4-4
30. Theft; unauthorized possession of property belonging to the Network, other employees, patients, visitors or others	4-4			
31. Refusal to submit to a medical examination	4-4			
32. Disregard of hospital, departmental or generally accepted standards of appearance, dress, uniform, personal hygiene or work image	1-3	2-3	3-4	4-4
33. Immoral conduct on hospital premises	3-4	4-4		
34. Engaging in activities that interfere with the operation of the hospital and/or services to patients	3-4	4-4		
35. Unauthorized sleeping on duty	3-4	4-4		
36. Actual or threatened violence or harm	3-4	4-4		
37. Profane or abusive language to patient, visitor, another employee, supervisor, member of the medical staff, or individual otherwise having a relationship to the Network	2-4	3-4	4-4	
38. Unauthorized disclosure of confidential information or allowing access to such information by unauthorized persons	3-4	4-4		

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Work Rule	1st Offense	2nd Offense	3rd Offense	4th Offense
39. Fraud, falsification of records other than time records, unauthorized removal or destruction of records	4-4			
41. Falsification/misrepresentation of information involved in the process of accreditation/certification by any external agency or entity	1-4	3-4	4-4	
42. Fighting; assault on another individual	3-4	4-4		
43. Conduct of any illegal activity on Network premises and/or during scheduled work hours	3-4	4-4		
44. Soliciting or accepting services, gifts, payments of any kind or hospitality of more than nominal value from a patient, a member of patient's family, or any individual or organization with whom the Network does business or has any other relationships; selling services to patients	2-4	3-4	4-4	
45. Reporting to work with alcohol odor on breath	1-3	4-4		
46. Illegal possession of and/or unauthorized consumption of, use of or being under the influence of an intoxicant, controlled substance or illegal drug	3-4	4-4		
47. Willful concealment of or refusal to provide current address, telephone number or other pertinent personal information	2-3	3-4	4-4	
48. Misuse of or damage to property belonging to the Network, other employees, patients, visitors or others	2-3	3-4	4-4	

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Work Rule	1st Offense	2nd Offense	3rd Offense	4th Offense
49. Willful damage to, abuse of or misuse of property belonging to the Network, other employees, patients, visitors and others	4-4			
50. Willful failure to provide complete or accurate information regarding any incident or injury in which you are involved or to which you are a witness.	3-4	4-4		
51. Unauthorized solicitation; unauthorized posting or distribution of printed matter	1-4	3-4	4-4	
52. Discrimination against employees, patients, visitors or others associated with the Network on the basis of race, color, religion, sex, sexual orientation, national origin, age or disability.	1-4	2-4	3-4	4-4
53. Actions or inactions that caused or could cause life-threatening situations	3-4	4-4		
54. Conduct or action contrary to the Network's best interests	1-4	3-4	4-4	
55. Possession of a firearm, explosives, dangerous weapon or similarly dangerous substance on Network premises	3-4	4-4		
56. Sexual harassment of employees, patients, visitors or others associated with the Network	1-4	2-4	3-4	4-4
57. Improper use of hospital equipment or systems or use of hospital equipment or systems in a way that violates other Einstein policies	1-4	3-4	4-4	
58. Any offense not specified in any preceding paragraphs	1-4	1-4	1-4	1-4

**Violations of work rule numbers 45 or 46 may result in discipline and/or required participation in Einstein's Mandatory Employee Assistance Program.**

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## Standards of Attendance

### *Chronic Absence/Lateness/Early Departure is defined as:*

1. Either (a) three (3) or more unscheduled episodes of absence within a six (6) month period, or (b) five (5) or more unscheduled episodes of absence within a twelve (12) month period.
2. Three (3) or more unscheduled episodes of absence within a six (6) month period occurring before or after scheduled days off or weekends.
3. Two (2) or more unscheduled episodes of absence within the six (6) months immediately following the issuance of any disciplinary document related to attendance.
4. Two (2) or more unscheduled episodes of absence before, after and/or on a legal holiday in any twelve (12) month period.
5. Lateness three (3) or more times in one (1) month or five (5) or more times during any six (6) month period.
6. Early departure either (a) three (3) or more times in six (6) months, or (b) four (4) or more times in twelve (12) months.
7. Employees are expected to use sick time for their own illness, injury, or medical appointments/treatments. Using sick time for any other reasons is considered abuse of sick leave.
8. For the purposes of determining chronic unscheduled absences, early departure and lateness:
  - An unscheduled absence is any absence not scheduled as outlined in Article 29.2 and approved in advance.
  - An unscheduled early departure is any departure from work prior to the end of the scheduled shift that is not scheduled as outlined in Article 29.2 and approved in advance.
  - An unscheduled lateness is any arrival at work after the scheduled start time that is not scheduled as outlined in Article 29.2 and approved in advance.
9. If an early departure occurs on one work day and the employee is absent the following work day, they will be treated as separate episodes and subject to separate discipline.

For purposes of implementation of the modifications to Sections 1 and 3 which became effective February 1, 2018:

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- The oldest unscheduled episode of absence between August 1, 2017 and January 31, 2018 will be removed (without affecting discipline that already was imposed prior to the ratification date).
- The Medical Center will not seek to impose discipline as of the ratification date exclusively for episodes that occurred prior to the ratification date. However, discipline after the ratification date under the new standards will take into account cumulative episodes that occurred prior to or after the ratification date.

## EXHIBIT C

### ALBERT EINSTEIN MEDICAL CENTER MAINTENANCE JOB RATES - 40 HOURS

*2/1/2018 - 7/31/2018\**

<u>OCC CODE</u>	<u>JOB TITLE</u>	<u>GRADE</u>	<u>ANNUAL</u>	<u>BIWEEKLY</u>	<u>HOURLY</u>
82011	Grounds/Laborer	71	\$45,152.02	\$1,736.62	\$21.7077
82010	Helper	72	\$49,538.29	\$1,906.09	\$23.8261
72010	Groundskeeper II	73	\$50,216.82	\$1,931.42	\$24.1427
62010	Groundskeeper I	74	\$54,015.94	\$2,077.54	\$25.9692
	Mechanic II	75	\$53,053.10	\$2,040.50	\$25.5063
	Mechanic I	76	\$58,171.98	\$2,237.38	\$27.9673

*8/1/2018 - 1/31/2019\*\**

	Grounds/Laborer	71	\$45,291.54	\$1,741.98	\$21.7748
	Helper	72	\$49,741.87	\$1,913.15	\$23.9144
82011	Groundskeeper II	73	\$50,406.98	\$1,938.73	\$24.2341
82010	Groundskeeper I	74	\$54,244.10	\$2,086.31	\$26.0789
72010	Mechanic II	75	\$53,271.64	\$2,048.91	\$25.6114
62010	Mechanic I	76	\$58,441.70	\$2,247.76	\$28.0970

*2/1/2019 - 1/31/2020\**

	Grounds/Laborer	71	\$46,197.37	\$1,776.82	\$22.2103
	Helper	72	\$50,736.71	\$1,951.41	\$24.3926
82011	Groundskeeper II	73	\$51,415.12	\$1,977.50	\$24.7188
82010	Groundskeeper I	74	\$55,328.98	\$2,128.04	\$26.6005
72010	Mechanic II	75	\$54,337.07	\$2,089.89	\$26.1236
62010	Mechanic I	76	\$59,610.54	\$2,292.71	\$28.6589

*2/1/2020 - 1/31/2021\**

	Grounds/Laborer	71	\$47,121.31	\$1,812.36	\$22.6545
	Helper	72	\$51,751.44	\$1,990.44	\$24.8805
82011	Groundskeeper II	73	\$52,443.43	\$2,017.05	\$25.2132
82010	Groundskeeper I	74	\$56,435.56	\$2,170.60	\$27.1325
72010	Mechanic II	75	\$55,423.81	\$2,131.68	\$26.6461
62010	Mechanic I	76	\$60,802.75	\$2,338.57	\$29.2321

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**EXHIBIT C (continued)**

2/1/2021 – 1/31/2022\*

82011	Grounds/Laborer	71	\$48,063.74	\$1,848.61	\$23,1076
82010	Helper	72	\$52,786.47	\$2,030.25	\$25,3781
72010	Groundskeeper II	73	\$53,492.29	\$2,057.40	\$25,7174
72010	Groundskeeper I	74	\$57,564.27	\$2,214.01	\$27,6751
62010	Mechanic II	75	\$56,532.29	\$2,174.32	\$27,1790
	Mechanic I	76	\$62,018.80	\$2,385.34	\$29,8167

\* All pay increases are effective the first full pay period in February.

\*\* All pay increases are effective the first full pay period in August.

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## EXHIBIT D

### Semi-Annual Attendance Bonus Program

**Purpose:** To encourage regular attendance at work and to reward those employees whose attendance is exemplary.

**Program:** A bonus will be awarded to each eligible employee maintaining perfect attendance over a set bonus period. Nothing contained in this Program is intended to modify or be considered as part of any work rules, attendance rules and/or disciplinary rules applicable to eligible employees.

**Definitions:** **Eligible Employees** – All full-time, regular, post-probationary bargaining unit employees in the Maintenance and Engineering Department.

**Perfect Attendance** – The employee must work all scheduled shift hours and all scheduled overtime hours during the bonus period.

**Pre-scheduled** – Any approved absences scheduled per the requirements of Articles 14.4 and 29.2. Absences (including reporting late or leaving early) which are not “pre-scheduled” are considered “unscheduled.”

**Absences** – Except as permitted below, scheduled shift hours or scheduled overtime hours not worked due to either work-related or non-work-related illness or injury, unscheduled PTO, unscheduled lateness or unscheduled leaving work early are considered absences. For purposes of this Program, the following are not considered absences:

- (a) jury duty
- (b) contractual bereavement leave
- (c) pre-scheduled PTO
- (d) up to three (3) unscheduled latenesses which do not total more than 15 minutes in the aggregate (measured after the current 6-minute allowance)
- (e) a total of eight (8) hours of either (i) pre-scheduled sick time or (ii) one (1) PTO day that was not pre-scheduled, but not both.

Family and Medical Leave absences are treated the same as non-Family and Medical Leave absences in terms of bonus eligibility.

**Bonus** – Amount awarded for having perfect attendance for the first six months or second six months of the calendar year.

**Prorated Bonus or Prorated Special Bonus** – Adjusted amount awarded for having perfect attendance in the applicable time period(s), where the employee remains eligible for the bonus/special bonus despite having to take off time for jury duty, bereavement or a reason mandated by law. In these instances, the

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amount awarded will be prorated based upon the amount of time used for jury duty, bereavement or reason mandated by law.

**Bonus Period** – One of two six-month periods coinciding with the halves of the calendar year. The first half is January 1 through June 30. The second half is July 1 through December 31.

**Special Bonus** – Amount awarded for having perfect attendance for two consecutive calendar halves. Only one special bonus payment can be awarded to each eligible employee in one calendar year.

**Bonus Award:** An employee can earn up to \$900 a year as follows:

Bonus Period	Bonus Amount	Special Bonus Amount
1 <sup>st</sup> Half	\$300	
2 <sup>nd</sup> Half	\$300	
Total Amount	\$600	\$300*

\* To earn the Special Bonus Amount, an employee must earn the bonus amount for both the 1<sup>st</sup> half and 2<sup>nd</sup> half of the Bonus Period in the same Bonus Year. All bonus amounts shall be paid separately from regular pay.