

**AGREEMENT**

**By and Between**

**HAHNEMANN UNIVERSITY HOSPITAL**

**And**

**PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS**

**NURSING PROFESSIONALS**

**December 5, 2016**

**Through**

**November 21, 2018**

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## **ARTICLE 1 RECOGNITION**

1. Hahnemann University Hospital (hereinafter “the Hospital”) hereby recognizes the Union as the sole and exclusive bargaining representative of the Employees of Hahnemann as defined in Section 1.1 below pursuant to a certification by the National Labor Relations Board; Case No. 04-RC- 166539 which became final on January 29, 2016

Included: All full time, regular part time and per diem Registered Nurses (RN), Lab Clinical Coordinators, Heart Failure Transplant Coordinators, Kidney Transplant Coordinators, and Liver Transplant Coordinators employed by the Employer at its 230 North Broad Street, Philadelphia, Pennsylvania facility

Excluded: All other employees, including Medevac Nurses, Case Managers, Nurse Educators, Senior Nurse Educators, Re-admissions Coordinator and CT Coordinator, Bariatric Clinical Coordinators, Medical Records Office Clinical Documents Specialists, Lactation Consultants, Bone Marrow Transplant Coordinators, Nuclear Cardiology Clinical Coordinators, Dialysis Nurses, guards and supervisors as defined in the Act.

2. Hahnemann agrees to provide to the Union on a quarterly basis the names of all employees that are working in pool and per diem union positions.

## **ARTICLE 2 MANAGEMENT RIGHTS**

Subject to the laws and regulations governing the healthcare industry and except where expressly abridged by a specific provision of this Agreement, the Hospital retains the sole right to hire, discipline or discharge for just cause, layoff, promote, transfer and assign its employees; 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, discontinue, enlarge or reduce a department, function or division; to assign or transfer employees to other departments as operations may require; to hire temporary employees; to introduce new or improved facilities; to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Hospital prior to the execution of this Agreement.

### **ARTICLE 3 CHECKOFF**

1. Upon receipt of a written authorization from an employee, Hahnemann agrees to deduct from the wages due said employee each pay, starting not earlier than the first pay period following the receipt of such authorization, and remit to the Union, on or before the 15<sup>th</sup> day of each month at its principal office, regular dues as determined by the Union and any assessments that have been agreed upon by secret ballot vote of the membership.

1.1 Upon receipt of a voluntary written authorization form from an employee, Hahnemann agrees to check off once per month the sum specified in said authorization and remit such sum to the Union for the "Nurses Political Action Fund."

1.2 There shall be no check-off until an employee has satisfactorily completed his/her probationary period.

1.3 The Union shall indemnify and save Hahnemann harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by Hahnemann for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of Union members by reason of Hahnemann's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.

1.4 Hahnemann shall be relieved from making such Check off deductions from an Employee upon his/her (a) termination of employment, (b) transfer to a job outside the bargaining unit, (c) layoff from work, (d) an excused leave of absence or (e) revocation of the Article Union Security.

1.5 Hahnemann agrees to furnish to the Union monthly or as soon as thereafter practical the names of newly hired Employees, their address, unit assignment and date of hire. Hahnemann also agrees to furnish the Union with the names of terminated Employees together with the date of their termination, classification, department and social security number. Hahnemann also agrees to furnish to the Union the names of Employees who are on a leave of absence for more than one (1) month.

### **ARTICLE 4 PROBATIONARY EMPLOYEES**

All employees covered by this Agreement shall be considered probationary employees until they have completed ninety (90) calendar days of employment excluding time lost for

sickness and other leaves of absence. Hahnemann, with the consent of the Union, may extend the probationary period of any employee for an additional thirty (30) calendar days). Any time during an employee's probationary period he/she may be suspended or discharged by Hahnemann for any reason and such suspension or discharge shall not be subject to the Grievance and Arbitration procedures of this Agreement.

## **ARTICLE 5 HOURS OF WORK/SELF-SCHEDULING**

### **A. Work Week**

1. The established work week shall consist of seven (7) consecutive days beginning at 12:01 A.M. Sunday and ending 12:00 midnight Saturday. The normal working week for full-time employees shall be five (5) days during the established work week and shall not be less than seven (7) hours in any work day, or four (4) days for schedules calls for ten (10) hour shifts, or three (3) days for schedules calling for twelve (12) hour shifts.

To the extent consistent with the Fair Labor Standards Act, time taken for "unpaid meal breaks" shall not be counted as time worked. Provided it is not inconsistent with any provision of this Agreement, the normal work schedule shall be in accordance with Department procedure. The above work schedules are not limitations or guarantee of hours of work per day or days per week.

2. Time and a half an Employee's regular straight time hourly rate will be paid for all time worked in excess of forty (40) hours in anyone week. Hahnemann acknowledges the prohibition of mandatory overtime as laid out in Pennsylvania's Act 102, prohibition of unwanted, mandatory overtime for health care workers.
3. There shall be no pyramiding of overtime.
4. Employees shall be entitled to one (1) fifteen (15) minute paid break each half shift. Employees are entitled to a 30 minute meal period each shift.
5. All work schedules shall be posted at least two (2) weeks in advance. Once the schedule is posted, it shall not be changed except for emergencies or the mutual agreement of the employee and Hospital. In urgent staffing situations, with 14 days' notice to the employee(s), the schedule may be changed for the duration of the scheduling period.
6. Self-Scheduling. Units or departments that currently engage in self-scheduling shall continue such practice in accordance with the hospital policies 5.003 and 5.004. The purpose of self-scheduling is to accommodate both the employees request for time off and the scheduling needs of the unit. Any unit or department that currently does not

engage in self-scheduling shall have the right to commence self-scheduling upon a majority vote of bargaining unit nurses on the unit or in the department. The employer shall pay up to a total max of six (6) hours per six week schedule for each committee taking substantial responsibility for the development of unit schedules.

Guidelines for self-scheduling. Units/departments shall develop equitable guidelines and criteria to ensure fairness and transparency in the development of the unit/department schedule, including the equitable allocation of weekend and night shifts. The committee shall submit a balanced schedule that meets the scheduling needs of the unit.

Extra Shift and Work Preference. The Hospital agrees to make extra shift and overtime opportunities available on an equitable basis among those employees seeking such opportunities. After extra shift opportunities have been made available equitably to those bargaining unit employees working at straight time, overtime opportunities shall then be made equitably available to those employees seeking overtime.

Flex down/Cancellation. The Hospital will continue to follow policy 5.025, Low census policy, as modified herein. Each unit shall maintain a record keeping mechanism for the determination of the rotation of cancellation on the unit, which shall be done by inverse order of seniority. Nurses on probation or orientation shall not be flexed down/canceled but may be canceled “out of seniority order” once such nurse concludes orientation in order to equalize as much as possible the cancellation on the unit. Nurses who are flexed down/canceled may utilize paid time off or take such time without pay. If traveling nurses are working the Hospital will be responsible for their reassignment.

The order of cancellation shall be as follows:

Nurses working overtime;  
Volunteers;  
Short term agency nurses;  
Per Diems;  
Regular full time and part time nurses by inverse seniority.

Nurses who have not arrived to work can only be canceled once per shift. Management will inform the nurse of their new start time for the day if needed. Employees who volunteer to take time off when there is a low demand for work shall have the option to do so without pay.

## **ARTICLE 6 UNION SECURITY**

1. All Employees covered by this Agreement 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. All Employees covered by this Agreement 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 thirty (30) days after the effective day of this agreement.

3. All Employees covered by this Agreement hired after the effective date of this Agreement shall become members of the Union no later than the ninetieth (90th) 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. .

4. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if she/he tenders his/her periodic dues as uniformly required as a condition of continued employment.

5. An Employee who has failed to maintain membership in good standing as required by this Article, shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues or "fair share fees" have not been tendered.

6. The Union shall indemnify and save the Hospital harmless against any and all claims demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of Union members or by reason of the Hospital's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

Procedure. Should any grievance arise as to the interpretation of or alleged violation of this Agreement, the Union shall process the grievance in accordance with the following procedure, except that employee suspensions, terminations and class grievances impacting five (5) or more employees may be appealed immediately to Step Three:

**STEP ONE:** The Employee or Employees affected shall take the matter up with his/her Supervisor within ten (10) days of its occurrence either directly or through a representative of the Union in an attempt to effect a satisfactory resolution. The Supervisors shall have five (5) days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached the grievant or Union may within five (5) days after the Supervisor's answer appeal to-

**STEP TWO:** The grievance shall be reduced to writing by the grievant or the Union and referred to the grievant's Department Head or Clinical Director or his/her authorized representative. A hearing on the grievance between the grievant and/or the Union representative and the Department Head or his/her authorized representative shall be convened if requested by

either party. The Department Head or Clinical Director or his/her authorized representative shall have five (5) days after receipt of the grievance to give his/her answer. If no satisfactory settlement is reached within five (5) days after the Department Head's answer, the grievant or the Union may appeal the matter to—

**STEP THREE:** The grievant or the Union will submit the written grievance to the Hospital's Chief Human Resources Officer or designee, who shall have ten (10) days in which to give his/her answer. A hearing on the grievance between the grievant and/or the Union representative and the HR leader shall be convened if requested by either party. If no satisfactory settlement or resolution is reached the grievance may be appealed to arbitration by the Union upon written notice to Hahnemann and the American Arbitration Association within thirty (30) days of the answer by the Human Resources Director. The Arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

If by mutual agreement, the parties may in lieu of utilizing the selection process outlined in the AAA rules, the following panel of Arbitrators may be used

Walt DeTreux  
Margaret Brogan  
Jim Darby  
Jared Kasher  
Laurence Coburn

Effect of Failure to Appeal. Any grievance shall be considered as settled on the basis of the last answer of the Hospital if not appealed to the next step or to arbitration within the time limitations set forth herein.

Computing Time Limitations. Saturdays, Sundays and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

Discharge. An Employee who has been discharged shall bypass Steps One and Two of the Grievance Procedure and file his/her grievance directly with the Chief Human Resources Officer or designee within five (5) days of the discharge. The grievance shall then be processed in accordance with Step Three of the Grievance Procedure.

The Union will be informed of an Employee's discharge or suspension within seventy-two (72) hours of the discharge or suspension. Like in all grievances, an employee who is to be suspended or discharged shall have the right if she/he desires to have a Union representative represent him/her.

Class Grievance: A grievance which affects five (5) or more employees may initially be presented at Step 3 of the Grievance Procedure by the Union. The grievance shall then be processed in accordance with the Grievance Procedure.



## **ARTICLE 8 ARBITRATION**

Authority of Arbitrator. The arbitrator will make his/her findings and render his/her decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement or to determine that any provision of this Agreement establishes an implied limitation upon the Hospital which is not herein specifically set forth. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

Effect of Decision. The decision of the arbitrator shall be final and binding upon the Hospital the Union and the Employees covered by this Agreement.

Expenses. The expenses of the arbitration and the arbitrator's fee shall be borne equally by the parties.

Retroactivity. Awards or settlements of Grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the Grievance Procedure except if the grievance concerns an error in the Employee's rate of pay, the proper rate shall be applied retroactive to the date the error occurred~ All claims for back wages shall be limited to the amount agreed to by Hahnemann and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved Employees may have received from any source during the period for which back pay is claimed.

## **ARTICLE 9 LAYOFF**

If it becomes necessary to reduce Hahnemann's work force because of lack of work, funding or an emergency that curtails normal operation, the following shall apply.

1. In the event of a layoff within a department, unit or shift, all non-bargaining unit employees in the classification affected, including all daily and traveling agency employees shall be laid off first. Probationary Employees within the job classification shall be laid off next, followed by regular full-time and part-time employees, based on their bargaining unit seniority. The Hospital shall allow RN's to voluntarily reduce hours or take a layoff in the affected area, in order to meet the necessary reduction.
2. In the event an Employee is scheduled to be laid off in one department/unit and there exists a vacant position or a position filled by a probationary Employee in another department which the Employee has the present ability to perform; then bargaining unit seniority shall prevail in assigning such Employee scheduled to be laid off to such vacant position or position filled by the probationary Employee.

3. If there are no vacant positions or positions occupied by Probationary employees available, employees targeted for layoff may bump the least senior comparable employee in the bargaining unit, provided they have more bargaining unit seniority and have the requisite qualifications, skill and ability to perform the job with a minimum amount of orientation, which would vary from unit to unit and nurse to nurse but could take up to three (3) weeks. Employees to be laid off shall be given at least two (2) weeks' notice, or pay in lieu thereof, except in emergency situations. Probationary Employees need not be given two (2) weeks' notice prior to layoff.
4. While rare, it is recognized that an Employee may be retained due to special training, knowledge or ability who has less seniority than the one who is to be laid off (such as an Operating Room specialty that would normally require 6-9 months of orientation) If this occurs the Hospital will state the reason in writing to the Union and the affected Employee. Disputes regarding this paragraph are subject to Article 7/8 Grievance Procedure and Arbitration.
5. Vacant positions shall be deemed to include those occupied by newly hired probationary and temporary Employees in the bargaining unit for purposes of layoff and bumping.

## **ARTICLE 10 RECALL**

1. Employees laid off shall be recalled in the inverse order of their layoff into any open position for which such laid off employees possess the requisite qualifications, skill and ability to perform the job with an orientation similar to what would be given a new hire employee. Whether an Employee has the skill and present ability to perform the work when recalled to a unit/department different from the one he/she held at the time of his/her layoff shall be subject to the grievance and arbitration provision of this Agreement.
2. Probationary employees laid off have no recall privileges.
3. In the event an employee is laid off, he/she shall have recall rights for a period not to exceed twelve (12) consecutive months.
4. If an employee rejects a bona fide job offer, where such offer is comparable to their prior position, their name will be removed. For purpose of this Section "comparable" means substantially similar number of hours and shift.

## **ARTICLE 11 SENIORITY**

### **1. Definition**

(a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in a bargaining unit position at the Hospital.

(b) Hospital seniority is defined as the length of time an employee has been continuously employed in any position at Hahnemann. Employees that transferred to Hahnemann from other Tenet facilities retain their seniority for years continuously employed at such facilities upon their transfer to Hahnemann provided that they met the break-in-service criteria and no loss of seniority accrued prior to the closure.

(c) Employees hired on the same date shall have the tie broken by the Pennsylvania State Board of Nursing RN license number, whereas the highest numerical number shall be the lowest in seniority.

(d) Nurses that resign from Hahnemann, or take a non-bargaining unit position with the Hospital, and return to a bargaining unit position within one (1) year shall have their Bargaining unit seniority reinstated and shall relate back to their original seniority date when such nurses left the bargaining unit.

### **2. Accrual**

(a) An Employee's seniority shall commence after the completion his/her Probationary period and shall be retroactive to the date of his/her most recent hiring.

(b) Bargaining unit and Hospital seniority shall accrue during a continuous authorized leave of absence without pay for no more than twelve (12) months.

### **3. Loss of Seniority. Seniority shall be broken when an employee:**

(a) Quits or resigns;

(b) Is discharged for cause;

(c) Is laid off for a period of twelve (12) consecutive months or a period exceeding the length of the Employee's continuous service, whichever is less. Seniority shall not be broken but shall not accrue after a layoff of six (6) months or more;

(d) Fails to report for work following recall from layoff or a decision of an arbitrator reinstating an Employee who is discharged within seven (7) working days after being

notified by telegram or mail at the last address in the Hospital's records. The Hospital shall also send a copy of notification to the Union;

(e) Fails to return within forty eight (48) consecutive hours following the end of a leave of absence, unless the Employee presents an excuse acceptable to management;

(f) Fails to return within forty eight (48) consecutive hours following a disciplinary suspension;

(g) Is absent for forty eight (48) consecutive hours without notifying Management unless the Employee presents an excuse acceptable to Management.

#### 4. Seniority Lists

(a) Seniority lists by bargaining unit and Hospital shall be posted once during each contract year. Such lists will be subject to correction upon protest, but if no complaint is made by the Employee or the Union within thirty (30) calendar days after posting, the hospital and bargaining unit seniority for that Employee, as published, will be assumed to be correct and shall be the basis, thereafter, for all seniority, subject, however, to any revisions that may result from settlement of any grievance which arose within the thirty (30) calendar day posting period.

(b) An Employee who is continuously absent during said thirty (30) day period, including but not limited to leaves of absence, shall have ten (10) working days upon his/her return to work to inspect the seniority lists and advise the Human Resources Office of any discrepancies.

(c) After the lists have been posted for thirty (30) calendar days, the HR Department shall make all appropriate changes and submit corrected copies to the Union which will make them available to all bargaining unit Employees.

### **ARTICLE 12 JOB BIDDING AND TRANSFER**

1. When a position opening occurs in a unit or department, such position shall be posted both online and a "hard copy" on a bulletin board at a location near the employee cafeteria. Before such positions are offered to external candidates, preference for such position shall be given to the most senior qualified employee. When an opening occurs in a classification represented in this CBA on a unit or department, preference shall be given to the most senior qualified employee.
2. The Hospital has the right to determine the qualifications of employees for openings provided such right is exercised in a reasonable manner. Employees who have been issued a **Second** Written Counseling or higher discipline (with or without suspension) within the preceding 12 months of the date of posting shall be disqualified from bidding.
3. If anytime within sixty (60) calendar days the Hospital determines that any transferred employee is not qualified for the Job or is not performing the work satisfactorily, after

being counseled by management the employee shall be returned to the job from which she/he transferred. An Employee shall not exercise his/her transfer opportunity more than once in twelve (12) months, except with the approval of the department head in his/her department and the Department Head of the department into which the Employee is to be promoted or transferred.

4. If an employee bids for a position not represented by this CBA is selected, and is not successful, within thirty (30) days of beginning the position, the employee can be returned back to the previous position represented in this CBA without loss of seniority.

### **ARTICLE 13 JURY DUTY**

Hahnemann agrees to compensate all regular full-time Employees and all regular part-time Employees who work twenty (20) hours a week or more and who have completed their probationary period the difference between the wages they would have received at their regular straight time rate and the compensation they actually receive while serving as a juror for all lost time from their regular working hours. The regular full-time employees will be paid up to a maximum of 80 hours pay within a 36 month period. Part-time employees who work 20 hours a week or more may receive up to a maximum of 40 hours pay within a 36 month period. This provision shall not apply if an employee volunteers for jury duty.

The receipt of subpoena or notice to report for jury duty must be reported immediately to the Human Resources Office and Hahnemann may request that the Employee be excused from such jury duty.

### **ARTICLE 14 NO STRIKES, LOCKOUTS AND WORK STOPPAGES**

1. **No Strikes, Work Stoppage, etc.** Employees shall not engage in any strike, slowdown, sit-down, work stoppage, picketing (where the object of such picketing is to interfere with or interrupt the full performance of work) or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the cause therefore. Neither the Employees, the Union, nor any officers, agents or other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate, in any strike, slowdown, sit-down, work stoppage or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement. In the event that any nurse violates the provisions of this Article, the Union will make every reasonable effort to effect a return to work and a termination of any of the acts being committed by such nurse in violation of this Article.

2. **No Lockouts.** The Hospital agrees not to engage in any lockout during the term of this Agreement or during the negotiations of a renewal thereof. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.
3. **Additional Procedure.** In the event of a violation of this Section No Strikes, Lockouts and Work Stoppages, and in addition to any other remedy, The Hospital may file a grievance regarding such violation by notice thereof to the Union and to the American Arbitration Association which shall within 24 hours of receipt of the grievance, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within 12 hours of his/her appointment upon telegraphic notice to, the Hospital and the Union; and shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he/she may deem appropriate to terminate such violation of paragraph No Strikes, Work Stoppages, etc. No opinion shall be required, but only a written award and order by the arbitrator. It is agreed that such award and order may be immediately confirmed without notice to any other interested party by any court of competent jurisdiction upon the motion, application or petition of the Hospital. The same procedure shall be applicable in the event of a violation of paragraph No Lockouts by the Hospital.
4. Employees participating in any strike, slowdown or concerted work stoppage shall be subject to discharge, and the only question which may become the subject matter of the grievance and arbitration provisions of this Agreement shall in the event of such disciplinary action be the question of whether the nurse or nurses so disciplined, did, in fact, commit any of the acts prohibited by this Article.

## **ARTICLE 15**

### **UNION ACTIVITY, ACCESS TO HOSPITAL AND BULLETIN BOARDS**

1. Representative of the Union after first reporting and receiving permission of the Director of Personnel or his/her duly authorized representative shall have reasonable access to Hahnemann for purposes of administering this Agreement.
2. Whenever a Local Officer or unit representative finds it necessary to, leave his/her department and go into another unit or department of Hahnemann to investigate a grievance, he/she must receive the permission of his/her unit or Department Head to leave the department in which he/she works and the permission of the unit or Department Head of the department in which he/she wishes to enter. Such visits shall not interfere with the operation of Hahnemann.
3. Hahnemann will provide six (6) enclosed bulletin board for the exclusive use of the Union for the purpose of posting proper Union notices, at the mutually selected locations.
4. A Local Union officer or unit rep who wishes to attend a Union-sponsored conference for the Union's annual House of Delegates must notify his/her Unit/Department Head at least 45 days prior to the event. Upon receiving the aforesaid 45 Days' notice the Department Head shall

adjust the delegate's work hours in order that the delegate may attend the meeting; provided, however, that the rescheduling of hours does not impair the operation of the unit/Department. The amount of officials requesting off shall not exceed more than one per unit. Additionally, local union officers or unit reps may be granted one (1) day per year for training and seminars.

5. There shall be no posting of any material that is obscene or defamatory nor any political material other than notices of candidates that have been endorsed by the Union.

## **ARTICLE 16 PERSONNEL FILES**

1. An Employee and his/her Union representative and/or delegate, upon consent of the employee, may inspect the contents of his/her personnel file under the following terms and conditions:
  - a. An employee must make an appointment with the Human Resources Department;
  - b. An employee will not be paid for the time inspecting his/her file;
  - c. Nothing may be removed from the file; and
  - d. Nothing may be written by the Employee or his/her Union representative or delegate on any papers in the file

## **ARTICLE 17 SAFETY & SECURITY – SIDE LETTER**

The Hospital agrees that the safety and security of employees is a top priority and agrees to implement the following initiatives no later than 12 months after the ratification of the CBA.

1. Training and Drills: The Hospital is committed to increasing its security training, including at times convenient for nurses that primarily work off shifts, including the following:
  - a. .edu continuing education units that focus on improving the quality of safety and;
  - b. Person to person and group training (e.g. de-escalation and active shooter training);
  - c. Drills and exercises (including unit based and large scale live action events).
2. Signage. Graphically effective signs will be installed at appropriate entrance notifying all entrants to the premises that weapons prohibited; that video recording is prohibited; that disruptive behavior will not be tolerated (including loud and disruptive cell phone usage);

that it is a felony under Pennsylvania to assault a health care professional; and that video surveillance is in effect.

3. **Security Presence.** The Hospital will ensure that proper security staffing will be maintained to efficiently monitor ingress and egress points to the facility.
4. **Security Rounding.** The Security Department will continue to round throughout the hospital checking key areas that are identified as vulnerable for unauthorized personnel.
5. The Hospital agrees to evaluate and implement a process to flag patients who have been assessed by Hospital management as a safety risk; and a patient care plan note for those patients who have a history of disruptive or extremely challenging behavior.
6. The Hospital will share the security environment of care data report during the monthly Labor-Management Meetings for transparency purposes and continue to review ongoing security needs to protect our patients and staff.
7. Upon ratification of the Agreement Management agrees to a committee of Security, Nurse administration, and no more than two employees from the 16<sup>th</sup> floor to specifically discuss and resolve the issues raised during these negotiations including but not limited to:
  - a. A process for badging and allowing patient visitors entrance
  - b. Securing the 16<sup>th</sup> floor entrances to the unit and back elevator
  - c. Unique identifiers for visitors to the floor
  - d. Notification process of the prohibited visitors to the unit

## **ARTICLE 18 UNPAID LEAVE**

Employees with at least six (6) months of service and at least twelve hundred fifty (1250) hours shall be eligible for unpaid leave in accordance with the following.

1. **Medical Leave/FMLA.** The parties agree that current HR policies #702 (Medical Leave) and #703 (FMLA) shall be incorporated into this agreement by reference as modified below.

Upon return from a leave of absence because of their own medical illness of greater than twelve (12) weeks, but less than one (1) year, employees shall return to the position they held prior to their leave, if such position is available, or to a comparable position for which they



have the skills and experience to perform. If the returning employee returns to a position other than their prior position, they shall have the right of first refusal to such prior position if it were to become available within six (6) months of their return, before such position is opened up to other employees or outside applicants. If no positions are available when the employee is returning from leave, the employee shall have the option of working in a House Float/per diem status while they wait for a comparable position to become available.

2. **Military Leave.** Employees will be granted Military leaves in accordance with Employer policy #704, Military Leaves.
3. **Union Business.** A leave of absence for a period not to exceed one (1) year shall be granted to employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the employer. An employee must reapply each year for continuation of leave. There shall be no more than two (2) bargaining unit employees on a leave of absence at any time for the purposes of union business.

## **ARTICLE 19 WAGES**

Effective the last pay period in January, and annually thereafter, all staff nurses will be slotted into an experience level based on their years of experience as presented when hired. Annually they will progress to the next wage step.

For staff nurses whose current compensation rate is above the below listed equivalent experience rate, they will move to the next step rate.

Example:

IR Nurse with 3 years of experience currently earns \$37.50;

- Jan 2017 – Will move to \$38.25 (5 year step) since current rate is above the 4 year experience rate of \$37.20;
- Jan 2018 – Will move to \$39.73

Transplant Coordinators shall receive a 3.0% ATB each year of the contract.

Wage Chart:

January 2017

January 2018 – 2% ATB

0 to 6 mons.	\$32.00	Start	\$32.64
1	\$34.50	1	\$35.19
2	\$35.35	2	\$36.06
3	\$36.24	3	\$36.96
4	\$37.20	4	\$37.94
5	\$38.25	5	\$39.02
6	\$38.95	6	\$39.73
7	\$39.50	7	\$40.29
8	\$40.25	8	\$41.06
9	\$41.00	9	\$41.82
10	\$41.70	10	\$42.53
11	\$42.25	11	\$43.10
12	\$43.00	12	\$43.86
13	\$44.30	13	\$45.19
14	\$45.20	14	\$46.10
15	\$46.10	15	\$47.02
16	\$47.70	16	\$48.65
17	\$48.66	17	\$49.63
18	\$49.60	18	\$50.59
19	\$50.71	19	\$51.72
20 year and above	\$51.72	20 year and above	\$52.75

**ARTICLE 20**  
**SHIFT DIFFERENTIAL**

1. Shift Differential
  - a. Hahnemann will adopt a 15% premium for both rotating and permanent evening and night shift
2. Weekend Differential
  - a. Maintain current practice by Hospital and unit
3. Charge Nurse
  - a. Increase to \$2.00/hour differential
4. Preceptor Differential
  - a. \$2.00/hour

5. Temporary Reassignment
  - a. Existing practice will remain

## **ARTICLE 21**

### **CALL BACK & ON CALL**

#### **On-Call**

1. On-call rates shall be reviewed annually. If the market data suggest an increase, the Hospital will notify the union of the increase in rate 30 days prior to implementation.
2. For RNs that take on-call more than 12 shifts within a scheduled period will receive an additional on-call rate of \$4/hr for the shifts beyond 12.

#### **Call back & On Call**

Nurses called into work after 11:00 p.m. who are scheduled to work the following morning shall upon discussion with management have the following options:

1. Commence their regularly scheduled shift up to eight (8) hours after the completion of the call assignment, provided the regular shift begins no later than 11:00 a.m.
2. Commence their regularly scheduled shift after the completion of the call in work assignment provided the call assignment ends on or after 5:00 a.m.
3. If schedule permits or management can accommodate, request to take part of or all of the following day off and may utilize available paid time off or take such time without pay.
4. Unit-based per diem/Pool employees that volunteer to take on-call shift assignments shall do so under the same terms as regular full-time and part-time staff.

## **ARTICLE 22**

### **401(k)**

Bargaining unit employees can elect to participate in the company's 401(k) program as any other hourly non-bargaining unit employee.

## **ARTICLE 23 TIME OFF PROGRAMS**

Bargaining unit employees will move to the listed accrual rate schedule

Employee Tenure	Accrual Hours per pay period*	Annual Accrual*	Max Accrual*
0-4 years	8.00	208.00	312.0 hours
4-8	9.60	249.60	374.4 hours
8+ years	11.20	291.20	436.8 hours

\*Based on an employee who is regularly schedule to work 80 hours bi-weekly as defined by position.

## **ARTICLE 24 STAFFING**

1. The Hospital and the Union recognize that many factors impact the staffing level on a unit, including but not limited to the following: hours per patient day model developed for each unit, patient census, patient acuity, nature of and complexity of the care delivered on the unit, time of day/shift, number of employees assigned to the unit, level of absences due to call outs and vacations, number of open positions, projected admissions and discharges and other unforeseen factors. No later than 2 weeks after ratification of this Agreement, The Hospital shall post recommended staffing guidelines on all units.
2. The staffing guidelines are and will continue to be developed based on the above criteria. These are guidelines only which are subject to adjustment at the discretion of the CNO. Alleged discrepancies between the posted guidelines and practice on the unit will be assessed expeditiously by the CNO (or designee) and Nursing management through the mechanisms described below. Such discrepancies and other alleged violations of this Article are not subject to the grievance and arbitration procedure outlined in Article 12.
3. On a quarterly basis, the Hospital shall provide the Union: projected quarterly ADC by unit; actual quarterly ADC by unit; number of budgeted and required FTEs to meet the staffing guidelines for each unit; and actual FTEs for each unit.
4. The Hospital agrees to meet with the union on a bi-monthly basis (6 times per year) in a smaller group consisting of the President of the union, and up to 3 local union appointed members. The Hospital attendees shall be the CNO (or designee) and up to 3 members of management. To maintain continuity of discussions and or follow-up these members shall remain intact for each calendar year except for unforeseen circumstances where a new member may be appointed. The Meeting should be no longer than one hour in

duration and can occur following the regular labor/management committee meeting. Designated members shall be released and relieved as described in Article 7.

5. The meeting Agenda may consist of a review of existing unit and department staffing including a jointly created form nurses may use to describe alleged incidents of understaffing, scheduling issues, overtime, absenteeism, patient satisfaction scores, patient complaints, census and acuity measures, and Magnet related issues. Outcomes from this meeting may be suggestions to improve staffing, acuity measures and use and updating of unit dashboards to improve patient outcomes, patient satisfaction and nurse satisfaction.
6. The CNO shall review the recommendations developed from the meeting and implement any recommendations he/she deems appropriate. The CNO may attend a meeting to discuss its recommendations and the reasons for implementing, partially implementing or not implementing any recommendations.
7. While the Hospital is committed to a sustained, constructive dialogue with the professional nursing staff regarding the complex interrelationship between nurse staffing, patient acuity and patient outcomes through the process outlined in this Article, The Hospital ultimately retains the right to revise the staffing guidelines as needed. Any such revisions are not subject to the grievance and arbitration procedure under Article 12.

Charge Nurse assignments are built into the Staffing guidelines referenced above. These guidelines are developed with no patient assignment to the Charge Nurse; however, due to the variety of challenges experienced in a Hospital setting as outlined in paragraph 1 of this Article, the Charge Nurse must accept patient assignments if/when patient care needs on the unit require. In the 6 months following ratification of this Agreement, the Hospital will conduct an assessment of the following unit (Hahnemann – 19 & 15) to determine what if any improvements can be made in the Charge Nurse process and will meet with the committee established in paragraph 4 of this Article to discuss its findings and recommendations, with input from the committee.

## **ARTICLE 25**

### **MEDICAL BENEFITS**

All bargaining unit nurses will be eligible to participate in all plan offerings available to non-union employees for calendar year 2017, and will be able to enroll as soon as appropriately possible. In subsequent years, bargaining unit nurses will have the same plan choices for the duration of the Agreement. The Hospitals may make reasonable changes to plan design and changes to premiums and co-pays of no more than 5% per year and will provide notice to the Union of any such changes at least 30 days prior to open enrollment in subsequent years.

**ARTICLE 26**  
**TUITION REIMBURSEMENT & CONTINUING EDUCATION**

The Hospital agrees to maintain the Tuition Reimbursement policy currently in effect for the duration of the agreement.

**ARTICLE 27**  
**HOUSE FLOAT PER DIEM/UNIT BASED PER DIEM**

1. Per Diem nurses are nurses that do not receive benefits and do not have a guarantee of hours. Hospital Per Diem nurses will be assigned to patients based on skill level and patient acuity. The following units will maintain unit based pools: Perioperative Services, Cardiac Services, Emergency Department, OB Services, Psychiatric Medical Care Unit, and Interventional Radiology.
2. Effective upon the ratification of this Agreement, Hospital Float Per Diem nurses and Unit-Based Per Diem nurses in specialty units as listed in paragraph 1 of this article, will be given the choice of being assigned into one of the two following Tier Scheduling Commitments. In patient Unit Based Per Diem will have an option to transfer into one of the following tier's or stay in their current program and rate.
  - a. Tier 1 Scheduling Commitment: Minimum of thirty six (36) hours per month with twenty four (24) of such hours assigned to either a night (7 PM – 7 AM) or a Weekend (7 PM Fri. - Mon. 6:59 AM) shift. There shall be no holiday work requirement for Tier 1 Per Diems. Due to the hours of operation, the following procedural areas, Perioperative Services, Cardiac Services and Interventional Radiology will have a minimum of 24 hours per month required. The weekend work definition for this article does not alter the weekend definition for full time staff or weekend program classified employees
  - b. Tier 2 (**Hospital Float Per Diem nurses only**) Scheduling Commitment: Minimum of Seventy Two (72) hours per month with forty eight (48) of such hours assigned to either a night or weekend shift. Tier 2 employees also shall be required to schedule one day, among the following group:

Mother's Day, Easter, Halloween, Day after Thanksgiving, Good Friday

The Tier 2 Scheduling Program will be periodically authorized during high vacancy periods or when the business necessitates such usage. The program will be evaluated in six month increments. If the business needs no longer requires Per Diems to be scheduled at the higher commitment, upon six weeks' notice the Per Diem will be reclassified to Tier 1.

3. The rate of pay for Hospital Floats Per Diems for the Tier Scheduling Commitment shall be as follows:

<b>Shifts</b>	<b>Tier 1</b>		<b>Tier 2</b>	
	<u>Weekday</u>	<u>Weekend/Holiday</u>	<u>Weekday</u>	<u>Weekend/Holiday</u>
7 AM – 7 PM	\$48/hr.	\$54/hr.	\$50/hr	\$56/hr
3 PM – 11 PM	\$51/hr	\$57/hr	\$53/hr	\$59/hr
7 PM – 7 AM	\$53/hr	\$59/hr	\$55/hr	\$61/hr

4. Hospital Float/Per Diem nurses shall receive weekend rate for: hospital observed holidays.
5. The failure of Tier 2 employees to schedule the minimum commitment of hours per month described above will cause such employees to be assigned to Tier 1 for a minimum of one (1) year. The failure of Tier 1 employees to schedule or work the minimum commitment for three (3) consecutive months, absent a bona fide reason acceptable to the employer, shall be considered to have voluntarily resigned their position.
6. “Pool A” employees currently have a minimum requirement of 24 hours in a 6 week schedule. They will maintain this commitment and their rate of pay \$5.00/hr less than the “Unit Based/House Float”

## **ARTICLE 28**

### **TEMPORARY REASSIGNMENT**

1. In the event patient care needs necessitate an employee to be temporarily reassigned to a unit other than that to which the affected employee is normally regularly scheduled, the Hospital shall first utilize qualified per diem staff who regularly float to fulfill such need. In the event of low census, per diem staff will continue to be cancelled first. If such nurses are not available, Hahnemann may then reassign qualified employees from other units. Employees temporarily assigned to another unit will perform duties customarily performed by an RN. Temporary reassignment shall be rotated equitably.

Temporary reassignments shall be equitably distributed among unit staff. The employer shall keep a record of temporary reassignments including the name of the employee and date of reassignment.

2. Absent a bona fide emergency, an employee temporarily transferred to a unit shall not be required to be in charge.
3. Employees who are new graduates will not be temporarily reassigned from one unit to another during the first one hundred eighty (180) days of employment. Employees still on orientation shall likewise not be temporarily reassigned during such orientation unless such employee is accompanied by their preceptor.

4. Except in case of an emergency (including but not limited to an unforeseeable and significant spike in census) no employee will be reassigned more than once per shift and no employee will be reassigned while on an overtime shift, unless the employee agrees.
5. In the event the Hospital requires an employee to be temporarily reassigned to another unit, the employee will be compensated with the float premium in addition to the employee's applicable rate for the shift or shifts of assignment.
6. A nurse who is reassigned from their home unit will not be replaced with another RN, unless in the case of an emergency, and it is necessary to achieve a specialized skill level. Consideration of continuity of care will be taken into account.
7. Assignments throughout the hospital will continue to be based on the acuity and skill level.

In the event of temporary reassignment the Hospital shall assign employees to similar units which the employees are normally scheduled to work in accordance with the following categories will be implemented as follows:

- a. Temporary reassignment to similar practice areas:

Nurses reassigned to like or similar areas, for example MICU to PCU, will be expected to function as a regular member of the staff, except that there is unique, specialty care in all units which reassigned personnel will not be expected to perform. Unless such nurses volunteer, PCU and 19 Step Down nurses shall not be expected to be assigned to patients with medication titration, CRRT or ventriculostomy.

<u><b>Critical Care</b></u>	<u><b>Tele</b></u>	<u><b>Mat-Child</b></u>	<u><b>Cardiac</b></u>	<u><b>Other</b></u>
MICU	14 North	L & D	Cath Lab	8 OR
STICU	17 North	MIU	EPS	3 SDS
CCU	17 South	Post-	Echo	
4 PCU	20 North	Partum	Cardiology	PACU
19Step Down	21 Tele			ENDO
	15 Oncology	NICU (Closed)		
	19 not SD			
	18 North			
	4NT PPCU			

19 SD and 19Tele will continue to float between the 2 unit on 19NT with assignments based on RN skill level. This does not change each of these units assigned cluster for other reassignments off 19NT.



The Hospital is committed to making temporary reassignments, based on patient acuity and RN skill level, within the clusters described above. In that rare circumstance where a temporary reassignment must be made outside of such clusters, the Hospital agrees to do so taking into account the acuity of the patient, the skill and experience of the nurse in a manner that ensures safe patient care.

Nurses temporarily reassigned to the ED shall carry out important functional duties such as transportation, blood draws, EKGs, IV insertions, IV care, etc. In the event of inpatient ED holds, assignments shall be made based on patient acuity and skill level.

Nurses temporarily assigned to the Mother-Infant Unit shall continue to receive assignments based on patient acuity and skill level.

Pool employees (house floats) shall not be given assignments outside of their skill level. Specialty and/or procedural areas will continue to use their service line pools (Peri-Operative, Cardiac Services, Emergency Department, Psychiatric Medical Care Unit, Mother-Infant, and Interventional Radiology)

#### The Psychiatric Medical Care Unit

In a bona fide emergency situation, the Psychiatric Medical Care Unit may be staffed with house pool per diem nurses from the Med/Surg cluster that have received the appropriate cross training. When Psychiatric Medical Care Unit per diem nurses are unavailable, nurses from the telemetry/critical care cluster may volunteer to float into the Psychiatric Medical Care Unit and receive assignments based on patient acuity and skill level. If there is an absence of volunteers, nurses will be selected within the process described within this article.

PACU on 8 and 3 may float to each unit and may also float to other perioperative areas such as Endo, PAT and 9 Main. The OR units shall be considered closed for temporary reassignment. Only trauma certified nurses will be assigned to trauma cases.

### **ARTICLE 29 DISCIPLINE**

1. Bargaining unit employees will be subject to the hospitals current progressive discipline procedure for performance infractions as well as attendance. Such discipline shall be for just cause.
2. In determining the amount and type of discipline for infractions of expected employee conduct, the Hospital shall take into account only prior offenses occurring within one (1) year of active employment of the current infraction.
3. Any Employee whose job performance or conduct becomes subject to an official evaluation shall have the right to participate in a review of such evaluation. An Employee who is aggrieved by the content of such evaluation shall have the right to pursue the

validity of the evaluation through the grievance procedure provided herein. This does not include peer review under the Magnet Shared Governance Structure.

### **ARTICLE 30 WEEKEND PLUS PROGRAM**

Bargaining unit employees will follow the hospitals policy 5.009a, Weekend Plus Staff Nursing Positions, with the following amendments.

1. Nurses may use up to eight (8) weekend shifts off per calendar year, with Director approval based on permitted unit PTO levels
2. The rate of pay for the Weekend program shall increase with the negotiated across the board increases.
3. Provided switches do not create overtime, nurses may take two weekend shift switches over and above the up to eight allowable weekend shifts off as noted above. Switching is not allowed with per diem classified employees.
4. Weekend Plus nurses will continue to receive 1.5x's their hourly rate for hours worked on the hospital observed holidays.
5. In accordance with policy 5.009a, the hospital reserves the right to discontinue this program with advance notice of no less than three months.
6. Effective the last pay period in January, the rate will be \$46.00/hr. The hospital reserves the right to annually review the rate for an increased adjustment in accordance with market conditions. The hospital will notify the union prior to increasing the rate.

### **ENTIRE AGREEMENT**

The parties agree that this Agreement constitutes the entire contract between them governing wages, hours and conditions of employment of bargaining unit employees covered during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, unless there is an additional bargaining obligation pursuant to this Agreement, the Union and the Hospital expressly waive their rights during the term of this Agreement to demand negotiations upon any subject matter, whether or not such subject matter is specifically contained in this Agreement or whether such subject matter has or has not been raised or discussed by either party during the negotiations leading up the execution of this Agreement. This Section shall not apply to effects bargaining where legally required.

### **SAVINGS CLAUSE**

If any provision of this Agreement is held to be in conflict with any federal, state, or local law (provided the local law does not conflict with federal law), or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect.

Should this occur, either party may request a meeting to discuss the affected provision, but neither is obligated to do so. In the event that the parties do not agree, they may use the grievance and arbitration procedure pursuant to the applicable article in this Agreement

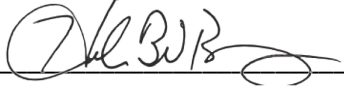
### TERMINATION

This Agreement shall go into effect December 5, 2016 and shall continue in full force and effect until midnight November 21, 2018 and thereafter from year to year unless either party gives written notice to the other ninety (90) days prior to the expiration date or of any succeeding yearly expiration date of a desire to negotiate with respect to the terms and conditions of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

**HAHNEMANN UNIVERSITY HOSPITAL**

**PENNSYLVANIA ASSOCIATION OF STAFF NURSES  
AND ALLIED PROFESSIONAL'S**

  
By: Hakim Berry

By:

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January 20, 2017

Date:

Date: