

AGREEMENT

By and Between

ST. CHRISTOPHER'S HOSPITAL FOR CHILDREN

And

**ST. CHRISTOPHER'S HOSPITAL FOR CHILDREN NURSES
UNITED/PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED
PROFESSIONALS**

(SCHCNU/PASNAP)

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INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1 RECOGNITION.....	1
2 MANAGEMENT RIGHTS.....	1
3 CHECKOFF.....	1
4 UNION SECURITY.....	2
5 NO STRIKES, LOCKOUTS & WORK STOPPAGE.....	3
6 UNION ACTIVITY, ACCESS TO HOSPITAL & BULLETIN BOARDS.....	4
7 PERSONNEL FILES.....	5
8 NEW HIRE ORIENTATION.....	5
9 PROBATIONARY EMPLOYEES.....	5
10 HOURS OF WORK/SELF SCHEDULING	5
11 DISCIPLINE.....	7
12 GRIEVANCE PROCEDURE.....	7
13 ARBITRATION.....	9
14 LAYOFF.....	9
15 RECALL.....	10
16 SENIORITY.....	11
17 JOB BIDDING & TRANSFERS.....	12
18 TEMPORARY REASSIGNMENTS.....	13
19 CANCELLATION.....	14
20 UNPAID LEAVE.....	15
21 PAID LEAVE (JURY DUTY/FUNERAL LEAVE).....	16
22 MEDICAL BENEFITS.....	17
23 TUITION REIMBURSEMENT&CONT. EDUCATION.....	17
24 401(k).....	17
25 PAID TIME OFF.....	17
26 HOLIDAYS.....	17
27 WEEKEND PROGRAM.....	19
28 PER DIEM HOUSE FLOAT UNIT BASE.....	19
29 SHIFT DIFFERENTIAL.....	21
30 WAGES.....	21
31 STAFFING.....	22
32 CALL BACK & ON CALL.....	24
33 ENTIRE AGREEMENT.....	25
34 SAVINGS CLAUSE.....	25
TERMINATION.....	26
SIDE LETTER: IMPLEMENTATION OF UNIT-BASED POOL	31

**ARTICLE 1
RECOGNITION**

St. Christopher's Hospital for Children (hereinafter "SCHC") and the Union pursuant to a certification by the National Labor Relations Board, Case No. 4-RC-167708 which became final on February 22, 2016 and the parties June 9, 2016 Stipulation agree to the following bargaining unit:

Included: All full time, regular part time and per diem Registered Nurses (RN), Case Managers and ECMO Specialists employed by the Employer at its 160 East Erie Avenue, Philadelphia, Pennsylvania facility.

Excluded: All other employees, certified registered nurse anesthetists, nurse practitioners, nurse educators, chart auditors, service and maintenance employees, technical employees, other professional employees, skilled maintenance employees, business office clerical employees, confidential employees, physicians, residents, central business office employees, temporary employees, agency employees, supervisors, managers, and guards as defined in the Act.

**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, SCHC 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 SCHC prior to the execution of this Agreement.

**ARTICLE 3
CHECKOFF**

1. Upon receipt of a written authorization from an employee, SCHC 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 15th

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.

2. Upon receipt of a voluntary written authorization form from an employee, SCHC 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.”
3. There shall be no check-off until an employee has satisfactorily completed his/her probationary period.
4. The Union shall indemnify and save SCHC 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 SCHC 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 SCHC’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.
5. SCHC 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 4 Union Security.
6. SCHC 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. SCHC 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. SCHC 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 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 have not been tendered.
6. The Union shall indemnify and save SCHC 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 SCHC 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 SCHC'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 5
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 affect 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.** SCHC 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, SCHC 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, SCHC 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 SCHC. The same procedure shall be applicable in the event of a violation of paragraph No Lockouts by SCHC.

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 6
UNION ACTIVITY, ACCESS TO HOSPITAL
AND BULLETIN BOARDS**

1. Representatives 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 SCHC 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 SCHC 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 SCHC.
3. SCHC will provide three (3) enclosed bulletin boards for the exclusive use of the Union for the purpose of posting proper Union notices, at the following locations: outside cafeteria; 1st floor new tower Critical Care; 4th floor new tower NICU.
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 without pay for training and seminars.

**ARTICLE 7
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 8
NEW HIRE ORIENTATION**

The Hospital agrees to schedule as part of the new hire orientation process a session of 30 minutes at the end of the day, for the purpose of providing to newly hired bargaining unit nurses a brief orientation to Union Membership and the Collective Bargaining Agreement. Copies of the contract will be provided by the union along with an opportunity for discussion and questions.

**ARTICLE 9
PROBATIONARY EMPLOYEES**

Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment. Time lost for sickness and other leaves of absence that extend beyond three (3) days shall be excluded. SCHC may extend the probationary period of any employee for an additional thirty (30) calendar days). The termination or suspension of any probationary employee by the hospital shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 10

HOURS OF WORK

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 scheduled calls for each ten (10) hour shift, 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 per an Employee's regular straight time hourly rate will be paid for all time worked in excess of forty (40) hours in any one week. SCHC 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 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.

- B. Self-Scheduling.** Units or departments that currently engage in self-scheduling shall continue such practice in accordance with Hospital policy. The purpose of self-scheduling is to accommodate both the employees' requests 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 of eight (8) hours per month, per unit, for each four or six week schedule for each committee taking responsibility for the development of unit schedules. Employees shall record and report their hours spent on schedule development to their Nurse Manager. Hours beyond eight (8) per month shall require nurse manager approval. Management shall have final approval of all schedules.

Guidelines for Self-Scheduling. Units/department 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 in accordance with the Employer's staffing and scheduling policy. 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.

ARTICLE 11 DISCIPLINE

1. Bargaining unit employees will be subject to SCHCs current progressive discipline procedure for performance infractions as well as attendance. Such discipline shall only be for just cause.
2. In determining the amount and type of discipline for infractions of expected employee conduct, SCHC 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 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 12 GRIEVANCE 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 SCHC'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 SCHC 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.

By mutual agreement, the parties may in lieu of utilizing the selection process outlined in the AAA rules, use the following panel of Arbitrators:

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 SCHC if not appealed to the next step or to arbitration within the time limitations set forth herein. If SCHC does not answer a grievance in the time frames described above, the grievance shall be considered sustained. Time is of the essence.

Effects of Settlement. The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between SCHC and the Union shall be final and binding upon the employer, the union and the employee, employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by SCHC and the Union shall be final and binding upon all Employees and upon any person affected thereby.

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 13 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 SCHC 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 SCHC, 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 SCHC 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 14 LAYOFF

If it becomes necessary to reduce St. Christopher's work force by 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. SCHC shall allow individual RNs to voluntarily reduce hours or take a layoff in the affected area, in order to meet the necessary reduction.

The order of any layoff shall be based on inverse bargaining seniority order, which can be superseded only in the situation where a nurse with less than ten (10) years of seniority has at minimum, an unpaid suspension in the immediately preceding six (6) months for engaging in a pattern of conduct that has led to such unpaid suspension.

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 qualifications, skills, ability, licensure and/or certification 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 an orientation, which could vary from unit to unit and nurse to nurse but could take up to two (2) weeks. Employees to be laid off shall be given at least one (1) week notice, or pay in lieu thereof, except in emergency situations. Probationary Employees need not be given any 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, SCHC will state the reason in writing to the Union and the affected Employee. Disputes regarding this paragraph are subject to Articles 12/13 Grievance Procedure and Arbitration.

ARTICLE 15 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 purposes of the Selection, “comparable” means substantially similar number of hours and shifts.

ARTICLE 16 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 SCHC.
- b. Hospital seniority is defined as the length of time an employee has been continuously employed in any position at SCHC. Employees that transferred to SCHC from other Tenet facilities retain their seniority for years continuously employed at such facilities upon their transfer to SCHC provided that they met the break-in-service criteria and no loss of seniority accrued prior to the transfer.
- 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 SCHC, or take a non-bargaining unit position with SCHC, 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 of 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 SCHC's records. SCHC shall also send a copy of the 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 SCHC Management unless the Employee presents an excuse acceptable to SCHC.

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 17 JOB BIDDING AND TRANSFER

1. When a position opening occurs in a unit or department, internal candidates shall be considered before external candidates. The Hospital will post the opening for five (5) calendar days. If two (2) or more bargaining unit nurses apply for such open positions, and the skill, ability, and experience of the applicants are roughly comparable, the

position shall be awarded to the Employee with the most bargaining unit seniority. Employees who have been issued discipline excluding verbal counsel within the last twelve (12) months shall not be eligible to bid or transfer.

2. SCHC has the right to assess the relative skill, ability and qualifications of Employees seeking such open positions provided such right is exercised in a reasonable manner.
3. If anytime within ninety (90) calendar days SCHC 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 his/her former position if vacant, or to a comparable bargaining unit position without loss of seniority or other benefits previously earned. If no position is open, the Employee shall be placed on the recall list for at least six (6) months.. 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 transferred.

ARTICLE 18 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, SCHC shall first seek qualified volunteers, and then seek to utilize qualified pool employees to fulfill such need. If neither is available, the hospital may then reassign employees from other units subject to the parameters described in this section. Temporary reassignment shall be rotated equitably.

Temporary reassignments shall be equalized based upon each instance of reassignment regardless of the number of hours of such reassignment. The RN's on the unit shall keep a record of temporary reassignments including the name of the employee and the date of reassignment.

2. An employee reassigned 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. Experienced nurses will not be temporarily reassigned from one unit to another during the first ninety (90) days of employment.
4. Except in case of an emergency, no employee will be reassigned more than once per shift. Nurses who are working an overtime shift shall be reassigned prior to regular staff working on their unit. If the Nurse Manager/Supervisor determines that the employee who has been temporarily reassigned is not needed on the reassigned unit, the employee shall be returned to his or her unit, if needed. If the employee is not needed on the unit or

elsewhere in the nursing department they will be sent home and they will have the option to use or not use PTO.

5. The hospital will not temporarily reassign an RN and replace that RN with another RN, unless in case of an emergency it is necessary to achieve a specialized skill level in a unit that cannot be achieved by moving a single employee.
6. No employee will be reassigned for more than twelve (12) hours, unless the employee agrees.
7. Nurses shall only be reassigned to similar practice areas and shall not be given assignments beyond their present skill, ability, and experience.

Reassignment of Nursing Staff to Another Unit:

Med-Surg	4 North/ 4 South/ 5 North/ 5 West (Non-Oncology and Non-Cardiology)
Oncology Transplant Unit (OTU)	Med-Surg
5 West	OTU
Critical Care	NICU/CCU/SCU/ICU
NICU	ICU/CCU/SCU (Rename to PICU at later date)
PACU	SPU
Critical Care (CCU)	5 West Cardiology
OR	Closed Unit
Dialysis	Closed Unit
Transport Team	Closed Unit

*NICU ~ Temporary reassignments limited to children 3 years old and under

Assignments throughout the hospital will be based on the acuity level of the patients and the skill and experience of the nurse taking the assignment, as well as the other nurses on the unit.

Emergency Department: The Emergency Department (ED) shall be considered a closed unit, except that Central pool and the Resource Pool may be pulled to the ED with the appropriate orientation. In addition, the hospital shall develop a list seeking volunteers first, of at least twenty nurses (ten on day/ten on night shift) that either have ED experience or shall receive an appropriate orientation to safely practice in the Emergency Department.

**ARTICLE 19
CANCELLATIONS**

The hospital shall continue to follow its current Flex Down/Cancellation policy. Each unit shall maintain a record-keeping mechanism for the determination of the rotation of

cancellation on the unit, which shall be done in inverse order of seniority. Nurses on probation or orientation shall not be flexed down/cancelled. Once such nurse concludes probation or orientation they will be the next to be cancelled or flexed. The nurse will remain in the same position on the rotation list. Nurses who are flexed down/canceled may utilize paid time off (PTO) or take such time without pay.

The order of cancelation shall be as follows:

1. Nurses working overtime
2. Agency or traveling nurses working on extended contracts shall be temporarily reassigned.
3. Volunteers
4. Per Diems
5. Regular full-time and part-time nurses by inverse seniority

ARTICLE 20 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.
 - a. 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 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 Central Pool/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 21 PAID LEAVE

Funeral Leave:

All full-time and part-time 1 nurses will be granted up to three (3) consecutively scheduled shifts off (up to and including the day of burial) with pay (to a maximum of 24 hours) for the death of the nurses' immediate family member. Nurses that work a 10 to 12 hour schedule shall have the option of utilizing a third shift of bereavement leave either unpaid or using PTO.

The following are considered members of a nurse's immediate family: parent, spouse, child(ren), siblings, grandparents, grandchildren, and corresponding step and in-law relationships.

- a. The Registered Nurse will be paid his/her regular base hourly rate for each of the consecutively schedule days missed (up to 24 hours).
- b. In the event the funeral is scheduled on a day that is not a regularly scheduled work day for the nurse he/she shall not receive any pay for that day under this provision.
- c. Additional days leave granted beyond the maximum allowed hours may be used from accrued Paid Time Off with the approval of the Department Head.
- d. Eligible employees may request bereavement leave only after having completed his/her probationary period.
- e. There shall be no duplication of payment that the Employee may otherwise receive under this Agreement. Proof of death and verification of relationship may be required. Advance notice if applicable must be given to the Employee's supervisor before any time off is taken.

Jury Duty:

Regular full-time and part-time 1 employee's called to jury duty may be eligible to receive a portion of their regular pay for a limited time while serving on jury duty. In the event that a regular full-time employee cannot be excused or cannot rearrange their working schedule to avoid a conflict, the employee will be paid his/her regular daily rate for each full workday missed due to jury duty for a maximum of 40 hours pay within a 36-month period. Part time 1 employees may receive up to a maximum of 20 hours. Any additional time served on jury duty by the employee during this period shall be without pay. This provision shall not apply if a nurse volunteers for jury duty or if the nurse is newly hired under the 90 day probationary period.

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

**ARTICLE 22
MEDICAL BENEFITS**

All bargaining unit nurses will be eligible to participate in all plan offerings available to non-union employees during open enrollment. In subsequent years, bargaining unit nurses will have the same plan choices for the duration of the Agreement. SCHC 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 23
TUITION REIMBURSEMENT & CONTINUING EDUCATION**

SCHC agrees to maintain the existing Tuition Reimbursement Policy as outlined in (HR-610) for the duration of the contract. Employees must remain actively employed by the company in a full-time or part-time 1 status for two years from the date they receive reimbursement. If an employee leaves prior to the end of the two-year period, they must repay the reimbursement on a prorated basis.

**ARTICLE 24
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 25
VACATION/PAID TIME OFF**

Bargaining unit employees will continue to participate in the paid time-off program as all other hourly non-bargaining unit employees.

1. Vacation/Paid Time-Off Selection Procedure. Nurses shall be entitled to take accrued vacation PTO at any time during the course of the year, provided the work requirements of the Hospital permit such scheduling and the nurse provides the requisite notice of the intended vacation PTO dates.
2. Every unit shall develop and post vacation/PTO calendar to be posted on a bulletin board in the staff lounge area, in order to encourage transparency and cooperation in the sorting out of vacation PTO request. All Vacation PTO request of at least one (1) week for the

calendar year shall be submitted during the month of January with a deadline of February 15th. Vacation/PTO requests submitted during the period shall be determined by the bargaining unit seniority.

- a. After such requests are submitted, responses shall be given to nurses no later than March 1st. All requests shall be submitted to the Department Director. Once such request for vacation/paid time off are approved, they may not be canceled without the mutual approval of the employee and management even if such employee transfers to another unit after the approval of their request.
 - b. Request submitted after this initial January/February selection period shall be responded to no later than two (2) weeks from the date of the request.
3. The Employer agrees that any number of nurses up to ten percent (10%) of the full-time equivalent (FTE) RN shifts in each unit may be permitted to be on vacation/PTO at any given time. PTO time includes all bargaining unit RN's as part of the unit budgets productive and non-productive hours/FTE's. Vacation/PTO may be granted in full hours with prior approval of the department head. Consistent with departmental and staffing requirement, and an equitable allocation of prime vacation weeks among employees on the unit.
 - a. After this initial request/response period, there shall be a supplemental submission of vacation/PTO requests and such response shall occur no later than March 31st. Vacation/PTO request submitted after March 31st shall be determined on a first come/first serve basis, regardless of seniority.
 - b. If a second week is granted during peak vacation season, nurses may request that other nurses on the unit cover their shifts for such peak vacation periods, provided that such coverage does not generate overtime costs.
4. In order to ensure that all nurses have an opportunity to have off during the peak period (Memorial Day through the week after Labor Day), Vacation/PTO requests will be granted one week at a time as available, except where there are no conflicts for the requested week(s) in question. Nothing in this memorandum shall be read to mean that nurses may not be approved for more than one (1) week or greater than 10% off during such peak time in such time can be accommodated by the unit self-scheduling committees and operational needs of the unit.
5. Regular full-time and part-time Employees who resign shall receive unused earned vacation. Employees may not utilize PTO during the notice period.
6. Full-time or part-time employees who are laid off due to lack of work or are terminated shall be paid all earned vacation/PTO up to the day of layoff or termination.

**ARTICLE 26
HOLIDAYS**

1. Each regular full or part time employee shall be required to work three (3) designated holidays per year, in accordance with one of the assigned A, B, or C Holiday Groupings, outlined below. Additionally, each grouping will require an employee to work the day before or the day after some of the designated holidays, in accordance with the groupings outlined below. There shall be no other “day before” or “day after” work requirements for holidays worked.
2. Upon ratification of this agreement, nurses on each unit shall determine amongst themselves which nurses will be assigned to each holiday grouping. Thereafter, the holiday assignments shall alternate annually. Upon transfer to a new unit, the holiday group for a nurse may be required to change based on the unit’s staffing needs.
3. If an employee wishes to be off on a holiday that s/he is schedule to work, s/he must find her/his own coverage and that coverage must be approved by the unit manager/supervisor. The swapping of holiday shifts between employees shall not affect the assigned grouping of those employees for the following year.

DAY SHIFT NURSES:

Holiday Groupings, Day shift, OPTION 1:

Holiday Group A: Memorial Day, Christmas Eve, New Year’s Day

Holiday Group B: July 4th, Christmas Day, Martin Luther King Jr. Birthday

Holiday Group C: Labor Day, Thanksgiving Day, New Year’s Eve

Holiday Groupings, Day Shift OPTION 2:

Holiday Group A: Memorial Day, New Year’s Eve, New Year’s Day

Holiday Group B: July 4th, Christmas Eve, Christmas Day

Holiday Group C: Labor Day, Thanksgiving Day, Martin Luther King Jr. Birthday

NIGHT SHIFT NURSES:

Holiday Groupings, Night Shift, OPTION 1:

Holiday Group A: Memorial Day Eve, Memorial Day, Christmas Eve, New Year’s Day

Holiday Group B: July 4th Eve, July 4th, Christmas Day, MLK Eve, MLK Birthday

Holiday Group C: Labor Day Eve, Labor Day, Thanksgiving Day Eve, Thanksgiving Day, New Year’s Eve

Holiday Groupings, Night Shift, OPTION 2:

Holiday Group A: Memorial Day Eve, Memorial Day, New Year's Eve, New Year's Day

Holiday Group B: July 4th Eve, July 4th, Christmas Eve, Christmas Day

Holiday Group C: Labor Day Eve, Labor Day, Thanksgiving Day Eve, Thanksgiving Day, MLK Eve, MLK's Birthday

ARTICLE 27 WEEKEND PLUS PROGRAM

SCHC agrees to provide the union and the impacted nurses no less than three (3) months' notice before any downsizing or elimination of the weekend program. The rate of pay shall remain \$47 for days/\$52 night for the duration of this agreement.

ARTICLE 28 CENTRAL POOL/ PER DIEMS

1. Central Pool Per Diem nurses generally, except where outlined elsewhere or required by law do not receive benefits and do not have a guarantee of hours. Per Diem nurses are subject to working in whatever unit that they can safely care for their patient assignments.
2. Central Pool Per Diems will be given the choice of being assigned into one of the following Tier Scheduling Commitments or stay in their current program and rate.
 - a. Tier 1 Scheduling Commitment: Minimum of thirty six (36) hours per week with an every third (3rd) weekend per month commitment. A three (3) holiday schedule commitment per term of agreement including a minimum of two (2) hard to fill shifts per year.
 - b. Tier 2 Scheduling Commitment: Minimum of thirty six (36) hours per month with twenty four (24) of such hours assigned to weekend shift. Tier 2 employees also shall be required to schedule one (1) holiday per agreement term and one (1) hard to fill shift requirement. Grandfathered employees will only be required to fulfill a twenty four (24) hour schedule per month of which sixteen (16) of such hours will be weekend required.

Any Tier 1 or 2 employee will be terminated for accumulation of three (3) self-cancellations on any scheduled shifts during a 6-month period without 24 hours' notice to management.

- c. Tier 3 Scheduling Commitment: Minimum of thirty six (36) scheduled hours per week, and forty eight (48) weekend hours per month based on assigned unit's days of operation. There is a schedule commitment of one (1) winter and two (2) summer holidays and two (2) hard to fill shifts per year. Each per diem in this tier is also required to schedule 50% of his/her hours on day/night shifts as required based on unit hours of operations.

Holidays:

Summer: Memorial Day, Independence Day, Labor Day

Winter: Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr.

(observed)

Hard to Fill Shifts:

Easter (begins 7pm night before to 7pm day of)

Christmas Eve (begins 7am to 7pm)

Mother's Day (begins 7pm night before to 7pm day of)

New Year's Eve (begins 7pm to 7 am next day)

Father's Day (begins 7pm night before to 7pm day of)

Super Bowl Sunday (begins 7am to 7am next day)

Halloween (begins 7am to 7am next day)

Valentine's Day (begins 7am to 7am next day)

Day after Thanksgiving (begins 7pm Thanksgiving Day to 7pm day of)

St. Patrick's Day (begins 7am to 7am next day)

3. By December of the prior calendar year, pool nurses shall have the opportunity to designate three (3) holidays in the following calendar year. The Hospital shall attempt to honor the selection; however the Hospital reserves the right to assign the nurse in inverse seniority order as needed.
4. Employees entering into a tier program will be subject to a 90 day probationary period. All current pool staff will not be required to fulfill a probationary period unless transferred into per diem pool option after the ratification of this contract.
5. All routinely scheduled shifts are twelve (12) hours. Employees currently in the pool will be grandfathered into their current shift requirement and may continue to schedule eight (8) hour shifts. Those employees who leave the pool and return at a later date will be required to adhere to the new shift requirements outlined in this agreement.
6. Weekend hours are defined as hours between 7:00 AM Saturday and 7:00 AM Monday morning.
7. The rate of pay for Central Pool Per Diems for the Tier Scheduling Commitment shall be as follows:

SUMMARY
RN PER DIEM AGREEMENT OPTIONS 1, 2, & 3
SCHC HOSPITAL FLOAT POOL

<u>DESCRIPTION</u>	<u>OPTION 1</u>	<u>OPTION 2</u>		<u>OPTION 3</u>	
		<u>Weekday</u>	<u>Weekend</u>	<u>Weekday</u>	<u>Weekend</u>
		\$43 Day	\$48 Day	\$46 Day	\$50 Day
Hourly Rate	CBA	\$61 Eve/Night	\$66 Eve/Night	\$61Night	\$66Night
Orientation Hourly Rate	\$30	\$30		\$30	
Minimum Hours per Week/Month* (*Includes Weekend Hours if Required)	36 per Week	36 per Month		36 per Week	
Minimum Weekend Hours per Month (Based on unit days of operation)	Every 3 rd Weekend	24 16 (grandfathered)		48	
Minimum Holidays per Term of Agreement (See attached Holidays Listing)	3	1		1 Winter 2 Summer	
Minimum Hard to Fill Shifts per Year Scheduled (See attached Hard to Fill Shifts Listing)	2	1		2	
Shift Commitment	As Required	As Required		50% of hours worked on Day/Night Shifts as required based on unit hours of operation	
Annual Performance Review	Eligible	Eligible		Eligible	
Charge Pay	N/A	N/A		N/A	
Overtime Pay	Eligible	Eligible		Eligible	
Shift Differential	Eligible	N/A		N/A	
Holiday Pay (Worked)	Holiday Rate	Holiday Rate		Holiday Rate	
Annual Target Pay Increase	-0-	-0-		-0-	
Insured Benefits (Dental/Health/Vision/Life)	Yes	-0-		Yes	
Paid Time Off Benefits	Yes	-0-		-0-	
Leaves of Absence	Yes	-0-		Yes	
Clinical Ladder Eligibly	Yes	No		No	

**ARTICLE 29
SHIFT DIFFERENTIAL**

1. Shift Differential
 - a. SCHC 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

**ARTICLE 30
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. Their rate of pay will remain within the corresponding experience level. Any employee placed in the grid that falls below the designated amount shall receive the difference of the percentage up to 3% as a lump sum. Years of service designation will be rounded up. If their current rate of pay is higher than the negotiated rate corresponding to the experience level, they will receive a lump sum equivalent to the negotiated ATB.

RNs that are in exempt positions (ex. Case Manager, Pediatric Associate RN Coordinators & Charge Nurses):

2017 ~ 3%

2018 ~ 2%

Clinical Ladder differentials shall remain

January 2017		January 2018 (Grid increased by 2%)	
0 to 6 Months	30.40	Start	31.01
1	31.30	1	31.93
2	32.00	2	32.64
3	32.90	3	33.56
4	34.00	4	34.68
5	34.97	5	35.67
6	35.78	6	36.50
7	36.58	7	37.31
8	38.25	8	39.02

9-10	39.00	9-10	39.78
11-12	41.00	11-12	41.82
13-14	42.00	13-14	42.84
15-17	43.00	15-17	43.86
18-19	44.25	18-19	45.14
20-24	45.00	20-24	45.90
25-29	47.00	25-29	47.94
30 and above	50.00	30 and above	51.00

**ARTICLE 31
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 Articles 12 and 13.

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 quarterly basis (4 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 needed.

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.
8. 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 (4 North) 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 32 CALL BACK & ON CALL

1. 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:

- a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
2. On-Call
- a. RN's receiving \$3.00 per hour shall move to \$3.25 per hour and RN's receiving \$4.00 per hour shall move to \$4.25
 - b. RN's 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.

**ARTICLE 33
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 SCHC 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 to the execution of this Agreement. This Section shall not apply to effects bargaining where legally required.

**ARTICLE 34
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 Articles in this Agreement.

TERMINATION


This Agreement shall go into effect December 7, 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.

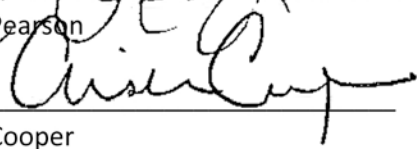
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

ST. CHRISTOPHER'S HOSPITAL FOR CHILDREN

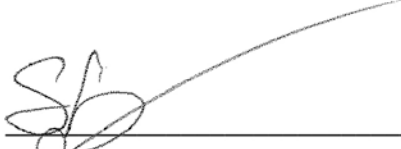
PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONAL'S

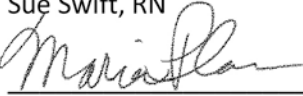
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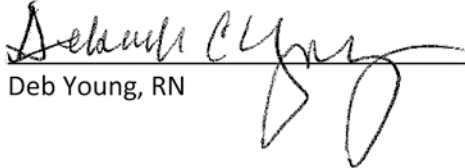


Kellie Pearson


Aisha Cooper



Sue Swift, RN


Maria Plano, RN


Deb Young, RN

Katie Belmont, RN
Julie Cordero, RN
Frank Dattilo, RN
Janice Drake, RN
Chandra Dwight, RN
Joy Fleming, RN
Nadji Gilliam, RN
Jill McCausland, RN
Uhura "Free" Russ, RN
Jennifer Shipp, RN
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Pennsylvania Association of Staff Nurses and Allied Professionals
One Fayette Street, Suite 475
Conshohocken, PA 19428

February 16, 2017

Aisha Cooper
Administrative Suite
160 East Erie Ave.
Philadelphia, PA 19134

Letter of Understanding re: Implementation of ED Unit Based Pool

While both parties agree the subject of a newly created ED Unit Based Pool is subject to negotiation, the union agrees to its implementation with the understanding that:

1. Unit based pool RNs are paid with the negotiated rate for all other pool RNs.
2. Unit based pool and central pool are in effect considered one unit to maintain equity in cancellations and distribution of overtime.
3. Management will post cancellations publicly for all pool employees to view and access.
4. Overtime hours will be tracked by management in a centralized location and available to any nurse upon request.



For the Union



For SCHC

2/22/17