

**AGREEMENT**

**By and Between**

**ST. CHRISTOPHER'S HOSPITAL FOR CHILDREN**

**PEDIATRIC ASSOCIATES**

**And**

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

**(SCHCNU/PASNAP)**

**December 7, 2016**

**Through**

**November 21, 2018**

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**ARTICLE 1  
RECOGNITION**

1. Pediatric Associates hereby recognizes the Union as the sole and exclusive bargaining representative of the employees of Pediatric Associates at its 160 East Erie Avenue, Philadelphia, PA 19134 address, pursuant to a certification by the National Labor Relations Board, Case No. 04-RC-168323 which unit consist of all full time, regular part time and per diem Registered Nurses (subject to the terms of the Settlement Agreement between the parties), including charge nurses but excluding all other supervisory or managerial nurses, supervisors and guards as defined by the Act.

**ARTICLE 2  
MANAGEMENT RIGHTS**

The management of the Practice and the direction of the workforce is vested exclusively with the Practice. The Practice, solely and exclusively, retains all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited by a provision of this Agreement. The Practice retains the sole right to hire, discipline or discharge for just cause, lay off promote, transfer and assign bargaining unit 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 as operations may require; to introduce new or improved facilities; to carry out the ordinary and customary functions of management unless restricted by this Agreement.

**ARTICLE 3  
CHECKOFF**

1. Upon receipt of a written authorization from an employee, the Practice agrees to deduct for 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.
2. Upon receipt of a voluntary written authorization form from an employee, Pediatric Associates agrees to check-off once per month the sum specified in said authorization and remit such sum to the Union for the "Nurse 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 the Practice 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 Practice 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 the provisions or by reason of any action taken or not taken by the Union.
5. The Practice 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 check-off authorization in accordance with the Article Union Security.
6. The Practice agrees to furnish to the Union monthly or as soon as thereafter practical the names of newly hired Employees, their address, cell phone number, email address and date of hire.

#### **ARTICLE 4 UNION SECURITY**

1. All Employees on the active payroll as of the effective date of this Agreement who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment.
2. All Employees on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union thirty (30) days after the effective day of this agreement.
3. Employees hired after the effective date of this Agreement shall become members of the Union no late than the ninetieth (90<sup>th</sup>) 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 purpose 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 Pediatric Associates 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 Pediatric Associates for the purpose of complying with any of the provisions of the 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 Pediatric Associate’s reliance upon any list, notice, request or assignment furnished under any 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 stoppages, 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 interrupts the full performance or 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, not any officers, agents or other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any other 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.
2. No Lockouts. Pediatric Associates agrees not to engage in any lockout during the term of the 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, Pediatric Associates 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 before any one of the arbitrators that have been empaneled by the parties to resolve contractual disputes. The arbitrator shall hold a hearing within 12 hours of his/her appointment upon telegraphic notice to, Pediatric Associates and the Union; the arbitrator shall determine and advise the parties of the time and place of such hearing.

The failure of either party or witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness was present. The sole issue before the arbitrator shall be whether this Article has been violated and what relief, if any, for such violation is appropriate. In the event the arbitrator finds any violation of the Article, the arbitrator may order such interim relief as he/she deems appropriate. No opinion shall be required, but only a written award and order by the arbitrator at any time, but in no event later than 24 hours after the close of the hearing. Any decision supporting such award shall be issued within two (2) days of the close of the hearing. Such decision shall be final and binding in the parties.

Nothing herein shall be deemed or construed to limit or preclude any party's right to any judicial remedy, including but not limited to injunctive relief and damages. 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 Pediatric Associates. The same procedure shall be applicable in the event of a violation of paragraph No Lockouts by Pediatric Associates. The fees and expenses of the arbitrator, the court reporter's appearance fee, and cost of mutual facilities shall be borne equally by the parties.

4. Employees participating in any strike, slowdown or converted work stoppage shall be subject to discharge, where in such arbitration procedure the sole questions shall be of such participation in the prohibited and whether the discipline is just.

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

1. The Union agrees to submit to the Practice a list of no more than 3-6 identified bargaining unit employee officers/union representatives on or before this Agreement.
2. Whenever a unit representative/steward finds it necessary to leave, his/her department and go into another unit or department of Pediatric Associated 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 of Department Head of the department in which he/she wishes to enter. Such visits shall not interfere with the operation of Pediatric Associates. Time spent in union representation functions is unpaid, unless specifically approved by the employee's supervisor.
3. Pediatric Associates will provide two (2) enclosed bulletin boards for the exclusive use of the Union for the purpose of posting proper Union notices, at locations mutually determined by the parties. Notices must deal only with union business and may not violate any laws, policies nor disparage the Practice or any Tenet Health care related entity. Disputes under this Article are subject to the grievance/arbitration procedure.
4. A local Union officer or unit rep who wishes to attend a Union-sponsored conference or Union's annual House of Delegates must notify his/her Unit/Department at least forty five (45) days prior to the event. Upon receiving the aforesaid forty five (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. If granted, such time will be unpaid unless the employee utilizes paid time off if available.
5. **Labor Management Committee.** No less than once every other month, or more often upon mutual agreement, the parties will schedule a labor/management committee meeting for the purpose of discussing and resolving issues of concern. The Practice will release up to two (2) members of the bargaining unit, designated by the union, for up to 60 minutes for such meeting. The parties may designate more than 2 employees by mutual agreement. Employees will be paid for 60 minutes of labor management committee time for each meeting.

**ARTICLE 7  
PERSONNEL FILES**

1. An Employee and his/her Union representative, 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;
2. All minor infractions on an employee's personal record shall not be considered for purposes of future discipline after one year, provided that the one year period shall be free of infractions. A minor infraction is defined as less than a final written warning;
  3. Any Employee whose job performance becomes subject to an official evaluation shall have the right to request a meeting to review such evaluation with his/her supervisor and Human Resources. Any employee who is disciplined for his/her conduct and does not agree with the discipline imposed may utilize the Grievance procedure.

## **ARTICLE 8 PROBATIONARY EMPLOYEES**

Newly hired bargaining unit employees shall be considered probationary employees for a period of ninety (90) calendar days from the date of hire. The Practice may exclude time on an approved leave of absence (LOA) from the 90 day calculation in its discretion.

If a probationary employee is disciplined or discharged during the 90 day period he/she may not utilize the grievance /arbitration procedure under this Agreement.

## **ARTICLE 9 EMPLOYEE STATUS**

### **A. Full-Time Employee**

A regular full-time employee is an employee who is not in a temporary status and is regularly scheduled to work thirty (30) hours or more per work week.

### **B. Part-Time 1 Employee**

A regular part-time 1 employee is an employee who is not in a temporary status and is regularly scheduled to work twenty (20) or more hours per work week.

### **C. Part-Time 2 (PRN/Per Diem Employee)**

A part-time 2 (per-diem employee) is an employee who performs work for the Practice as needed, and is not a full-time employee or a part-time 1 employee.

**D. Temporary Employee**

A temporary employee is one who is hired to work full-time, part-time or per diem/PRN for a specified limited period of time and for a specific and temporary purpose. Temporary employees are not part of the bargaining unit and are not covered by the collective bargaining agreement.

- E.** The use of PRNs is intended to meet operational and staffing needs as determined by management, not to displace benefit eligible employees or positions. However, it is understood that if a reduction in force is necessary this shall not preclude the use of PRNs.

**ARTICLE 10  
NEW HIRE ORIENTATION**

The Practice agrees to schedule as part of the new hire orientation process a session of (1) hour, to be held at the end of the orientation session 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 along with an opportunity for discussion and questions.

**ARTICLE 11  
HOURS OF WORK**

1. The established work week shall consist of seven (7) consecutive days beginning 12:00 AM Sunday and ending 11:59 PM Saturday. The normal working week for full-time employees shall be five (5) days during the established work week. Some employees may be scheduled to work 4 days, 10 hour shifts based on the needs of the Practice. Time and one half 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. Pediatric Associates will comply with Pennsylvania Act 102.
2. There shall be no pyramiding of overtime.
3. The Practice will continue its practice of paid breaks and unpaid lunch periods in an equitable manner, making its best efforts to enable nurses to receive breaks and lunch as described in this policy.
4. All work schedules shall be posted at least two (2) weeks in advance. The employee's schedule may change based on the needs of the Practice with minimum 14 days' notice to the employee of temporary schedule changes and minimum 30 days' notice of permanent changes. If the employee has difficulty with the schedule change the Practice will make best efforts to accommodate the employee. The Practice may also schedule as needed in emergency situations.
5. Employees may be granted time off without pay at times of low census at the discretion of the Practice.



## **ARTICLE 12 DISCIPLINE**

### **A. Just Cause**

The Practice may only discipline or terminate a bargaining unit Registered Nurse for just cause. Any discipline may be subject to the grievance procedure in Article 14.

### **B. Progressive Discipline**

Unless circumstances warrant more severe actions, the Practice will normally utilize a system of progressive discipline. Progressive steps shall include verbal counseling, written counseling, disciplinary suspension without pay, and termination of employment. A bargaining unit employee may be disciplined (and terminated) for a single offense if offense justifies such action.

### **C. Investigatory Suspension**

No bargaining unit Registered Nurse shall be held in an unpaid investigatory suspension for more than 5 calendar days.

### **D. Written Disciplinary Actions**

A bargaining unit Registered Nurse who receives a written warning shall be given a copy of the warning and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the Registered Nurse's agreement with the substance of the warning.

### **E. Disciplinary Notices, Rebuttal and Inspection of Personnel Files**

1. There shall be one official personnel file for all bargaining unit Registered Nurses and they shall have the right to inspect and to be provided, on request, with one copy of any document which they have signed in the Registered Nurse's file.
2. Bargaining unit Registered Nurses will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.

### **F. Additional Representation Rights**

The NLRB v Weingarten, Inc. decision shall apply to investigatory interviews conducted by the Practice. A bargaining unit Registered Nurse, upon his/her request, is entitled to have a union representative (a union steward will suffice) present during an investigatory interview which could result in disciplinary action. The preferred union representative must be available within 2 hours of the employee request for representation; if he/she is not available the interview must move forward with any identified union representative.

### **G. Probationary Employee**

A bargaining unit Registered Nurse will be on probation for the first ninety (90) calendar days of employment and may be discharged if disciplined in the Practice discretion without establishing just cause. Such probationary period may be extended upon written notice to the Registered Nurse and the Union. Probationary employees may not utilize the grievance/arbitration process during the probationary period.

### **ARTICLE 13 DRUG AND ALCOHOL TESTING**

The parties agree that the Practice will follow the existing St. Christopher's Drug Free Workplace and Drug and Alcohol Policy (HR-404) which has been provided to the union.

Employees may be tested for the presence of drugs and/or alcohol pursuant to the terms of the policy.

Employees are entitled to use the Employee Assistance Program (EAP) pursuant to the terms of the policy.

The Union will be notified no less than 30 days in advance of any proposed changes to the policy and will have an opportunity to meet and confer over any changes before implementation.

### **ARTICLE 14 GRIEVANCE AND ARBITRATION**

#### **A. Procedure**

Grievances are limited to the issues of whether the Practice is in violation of the Agreement between the parties. Grievances shall be processed in accordance with the procedure set forth below:

#### **STEP 1**

A bargaining unit employee should make a reasonable effort to resolve the possible grievance informally in a discussion with her/his immediate supervisor. If the bargaining unit employee is unable to resolve the issue, the Union Representative (if requested by the employee) and employee will have a discussion with the immediate supervisor. This requirement must be satisfied before a written grievance is submitted at Step 2.

#### **STEP 2**

If the grievance cannot be resolved informally at Step 1, it shall be reduced to writing and submitted to the Human Resources Generalist (HRG) within fourteen (14) calendar days after the employee had or should have had knowledge of the facts underlying the potential grievance.

The written grievance must set forth all factual grounds upon which the allegation is based and the remedy being sought.

Within ten (10) calendar days after receipt of the written grievance, a meeting shall be held with the HRG and the employee's Department Head to discuss the grievance. The employee and a

Union Representative may be present at the meeting. Within ten (10) calendar days after the meeting, the HRM shall respond to the grievance in writing.

**STEP 3**

If the Practice response in Step 2 is not satisfactory, the Union may submit the grievance to arbitration by notifying the HRG in writing. In order to be timely, (1) the Union's notice must be received by the HRG and (2) the Union must complete any required filing with the arbitrator/agency both within fourteen (14) calendar days after receipt of the Practice Step 2 response. Prior to arbitration, the parties may meet at the request of either party in an attempt to resolve the grievance.

**B. Arbitration**

The following procedure shall apply to a grievance submitted to arbitration. The parties may mutually agree to utilize the AAA process, or:

1. An impartial arbitrator shall be selected by mutual agreement from the following panel of arbitrators:

Walter DeTreuX  
Margaret Brogan  
Jim Darby  
Jared Kasher  
L. Coburn

If there is an arbitration filing and the parties do not agree on 1 of the 5 arbitrators on the panel, the parties will select an arbitrator by alternately striking names from the list until one arbitrator remains. The selection of the arbitrator must be completed no later than thirty (30) calendar days of receipt by the Practice of the appeal to arbitration.

2. A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Practice and the Union shall present their respective position, evidence and arguments. The sole parties to the arbitration proceeding shall be the Practice and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit employees. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.
3. The arbitrator's jurisdiction is limited to the question of whether the Practice is in violation of the Agreement between the parties.
4. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of meeting facilities shall be borne equally by the Practice and the Union.

**C. Time Limits**

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the written agreement of the Union and the practice.

If the Practice fails to respond to a grievance within the time limits set forth in this Article, the grievance may be moved immediately to the next step. In the event of a failure by the employee or the Union to adhere to any of these requirements, the grievance shall be resolved on the basis of the Practice's last response. In the event of a dispute over whether the parties failed to adhere to any of the requirements, the arbitrator shall make that determination.

**ARTICLE 15  
LAYOFF**

If it becomes necessary to reduce St. Christopher's Pediatric Associations 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 Practice shall allow nurses 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 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. The Practice will state the reason in writing to the Union and the affected Employee. Disputes regarding this paragraph are subject to Article 14, Grievance Procedure and Arbitration.

**ARTICLE 16  
RECALL**

1. Bargaining unit employees laid off shall be recalled in the inverse order of their seniority into an open position in the same job title and department.
2. Probationary employees laid off have no recall privileges under this Agreement, but may be rehired by the Practice after following the required posting and selection process.

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.

## **ARTICLE 17 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 Pediatric Associates. For purposes of layoff and vacation selection only, nurse's bargaining unit seniority shall include any time spent at St. Christopher's Hospital for Children (inpatient hospital) provided such nurses have worked continuously at St. Christopher's inpatient hospital and the Practice outpatient facility.
- b. Employees that transferred to the Practice from the other Tenet facilities retain their seniority dates so long as there is no break in service longer than one (1) year.

### 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. Seniority shall accrue during a continuous authorized leave of absence without pay for no more than twelve (12) months.

### 3. Loss of Seniority

- a. Quits/resigns;
- b. Is discharged for cause;
- c. Is laid off for a period of twelve (12) consecutive months (if recalled or rehired within 12 months, the original seniority date will be reinstated);
- d. Fails to report for work following recall from layoff within seven (7) working days after being notified by mail at the last address in the Practice's records. The Practice shall also send a copy of the notice to the Union;
- e. Fails to return following the end of a leave of absence, vacation or sick leave within 48 hours; if the Employee presents justification for the failure to return to work, the Practice may consider it in its discretion;
- f. Fails to return following a disciplinary suspension within 48 hours;
- g. Is absent for forty eight (48) consecutive hours without notification to his/her supervisor; if the Employee presents justification for the no call – no show, the Practice may consider it in its discretion.

### 4. Seniority List

A complete bargaining unit seniority list will be supplied to the union annually on the 1<sup>st</sup> day of each contract year. If there is a dispute about any bargaining unit employee's seniority date, the union or the employee may raise the issue to Human Resources, which will investigate and provide a response to the Union and the employee. If the response is not satisfactory, the grievance procedure may be utilized.

## **ARTICLE 18 JOB BIDDING**

1. When a position becomes available and is posted, the Practice agrees to hire qualified internal applicants in most cases before making such positions available to external applicants. If there is a need to seek external applicants due to the need for a special skill set, the Practice will provide 7 days' notice to the union. If more than one qualified internal bargaining unit applicant applies for open positions, and the skills, ability and qualification are comparable, the Practice shall select the most senior applicant.
2. A bargaining unit employee who has been transferred to another position in the bargaining unit shall be eligible to transfer back to his/her original position provided the following criteria are met:
  - a. The employee must be in the new position for not more than 30 days;
  - b. There must be an opening in the employee's original job title and department for which he/she is qualified;
  - c. The proposed transfer is for skill based, not for disciplinary reasons;
  - d. The proposed transfer must be approved by the HRG responsible for the Practice and by the Practice Director.

## **ARTICLE 19 FLOATING/TEMPORARY REASSIGNMENT**

Bargaining unit employees may be floated to a different Practice clinic when there is a need to do so and the Practice has reasonably determined that the affected nurse has the skill and ability to work in such Practice clinic. For purpose of the Article, floating is defined as working in a Practice Clinic different from the one in which he/she normally works. Floating assignments will be distributed as equitably as possible considering the skill set required in a particular clinic. Each Practice clinic will keep a record of floating assignments with the employee name and date of assignment. Absent an emergency, an employee who is floated shall not be in charge.

Employees who are floated must meet the following criteria:

- a. Must have received a general orientation in the Practice clinic; and
- b. Must be competent in the task assigned; and
- c. Must have a certification in the necessary skills if one required in a particular clinic.

## **ARTICLE 20 ON CALL/STANDBY**

The Practice does not currently utilize standby for bargaining unit nurses, however reserves the right to do so in the future should the business require it. If standby is used in the future, the Practice agrees to follow the St. Christopher's Hospital Standby Policy. If the Practice seeks to implement any standby requirements for bargaining unit nurses in the future the affected employees and the Union will be given at least thirty (30) days' notice and the parties agree to meet expeditiously to negotiate over the effects of any such decision.

**ARTICLE 21  
UNPAID LEAVE**

Employees with at least six (6) months of service and 1250 hours worked in the prior 12 months 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.

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 no such positions are available, the employee shall have the option of working in a pool/per diem status if a per diem position is available.

2. **Military Leave.** Employees will be granted military leaves in accordance with Employer policy #702, Military Leaves.

**ARTICLE 22  
JURY DUTY**

The Practice 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 received while serving as a juror for all lost time from their regular working hours. Fulltime employees may receive a maximum of 40 hours pay differential in a 36 month period. Part Time employees may receive a maximum of 20 hours pay differential in a 36 months period. The provision shall not apply if an employee volunteers for jury duty.

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

**ARTICLE 23  
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.

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 scheduled 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.

**ARTICLE 24  
HOLIDAYS**

The Practice holidays will be as follows:

New Year's Day	Labor Day
Martin Luther King Jr.	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

**ARTICLE 25  
VACATION/PTO**

1. Vacation/Paid Time Off Selection Procedure: Nurses shall be entitled to take vacation/PTO at any time during the course of the year provided the work requirements of the Practice permit such scheduling and the nurse provides at least 20 but no more than 180 days' notice of the intended vacation/PTO dates. The Practice will make best efforts to grant such requests unless there is a business need to deny the request.
2. Every unit shall develop an accessible vacation/PTO calendar in order to encourage transparency and cooperation in the sorting out of vacation/PTO. All vacation/PTO requests of at least one (1) week for peak vacation season shall be submitted between January 1<sup>st</sup> and February 15<sup>th</sup>. All requests shall be submitted to the appropriate manager. PTO will only be approved if there is time available in the employee's PTO bank; exceptional circumstances must exist for it to be approved without available PTO. If an employee is requesting vacation/PTO to cover the request, they may make the request and have such request granted based on the expected accrual of paid time pursuant to the employee's budgeted status. If by the end of the pay period prior to the vacation there is insufficient time to cover the requested vacation, the employee will only be granted so much vacation time as they have in their bank.



- a. Peak vacation season is defined as Memorial Day through the week after Labor Day.
  - b. If there are multiple vacation/PTO requests for the same days, nurses will be notified and given the opportunity to adjust their request.
  - c. If a resolution isn't possible, approval/denial will be determined by seniority.
3. After such requests are submitted, responses shall be given to nurses no later than March 15<sup>th</sup>.
4. Once such requests for vacation/PTO are approved, they may not be canceled without the mutual approval of the employee and management. If an employee transfers to another unit after the approval of the request, any approved vacation must be discussed by the employee and the new supervisor at the time of the transfer to insure that patient care needs in the new unit can be met.
5. The Practice will make best efforts so that all nurses have an opportunity to have time off during the peak vacation season if requested. 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.
6. During the holiday period, which is defined as the week prior to Thanksgiving through the week after New Year's, the following will apply: all vacation/PTO requests of at least one (1) week shall be submitted between June 1 and August 1. Approval/denial for time off during the holiday season will be communicated by September 1. Request for vacation days and after recognized Holidays may be granted based on expected patient volume, staffing and the overall needs of the unit.
7. The Practice will consider additional requests on a rolling basis and may grant or deny the request based on the needs of the Practice.
8. Regular full time and part time Employees who resign shall receive pay in lieu of unused earned vacation, provided advance notice of two weeks is given. Employees may not utilize vacation/PTO during the notice period. 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**  
**TUITION REIMBURSEMENT & CONTINUING EDUCATION**

The Practice 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 27**  
**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 28  
MEDICAL BENEFITS**

All bargaining unit nurses will be eligible to participate in all plan offerings available to non-union employees for calendar 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 Practice 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 29  
CUC – SELF SCHEDULING**

The parties agree to explore the possibility of a self-scheduling system for nurses assigned to CUC. This will be led by the Practice Chief Operating Officer and one union representative and one employee assigned to CUC as designated by the Union. The parties will meet in this regard no later than 30 days following the ratification of the collective bargaining agreement.

**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 a 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

Start 0-6 months	\$30.40
1	\$31.30
2	\$32.00

January 2018 (Grid increased by 2%)

3	\$32.90	Start	\$31.01
4	\$34.00	1	\$31.93
5	\$34.97	2	\$32.64
6	\$35.78	3	\$33.56
7	\$36.58	4	\$34.68
8	\$38.25	5	\$35.67
9 - 10	\$39.00	6	\$36.50
11 - 12	\$41.00	7	\$37.31
13 - 14	\$42.00	8	\$39.02
15 - 17	\$43.00	9 - 10	\$39.78
18 - 19	\$44.25	11 - 12	\$41.82
20 - 24	\$45.00	13 - 14	\$42.84
25 - 29	\$47.00	15 - 17	\$43.86
30 and above	\$50.00	18 - 19	\$45.14
		20 - 24	\$45.90
		25 - 29	\$47.94
		30 and above	\$51.00

**ARTICLE 31  
MINIMUM RATES**

Should the employer seek to make any improvements regarding wages, benefits, premiums and/or differentials or to pay any extra compensation above and beyond what is agreed to in the Agreement, the employer shall give the Union at least thirty (30) days' notice in order to negotiate over the terms and timing of any such improvement.

**ARTICLE 32  
NOTICES**

Required notices from the Union to the Practice shall be mailed by certified mail, return receipt requested to the following address:

Human Resources Department  
C/o St. Christopher's Pediatric Associates Human Resources  
160 E. Erie Ave (Nelson Pavilion)  
Philadelphia, PA 19134

Required notices from the Practice to the Union shall be mailed, by certified mail, return receipt requested, or delivered to the following address:

William Cruice, Esq., Executive Director  
PASNAP  
1 Fayette Street #475  
Conshocken, PA 19428

Notices may also be sent via email, however email notification does not eliminate the need to comply with the written notification requirements in the Article above.

**ARTICLE 33  
SAVINGS CLAUSE**

If any provision of the Agreement is held to be in conflict with any Local, State or Federal law, or if compliance with or enforcement of any provision is restrained, the remainder of the Agreement shall remain in full force and effect.

**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.

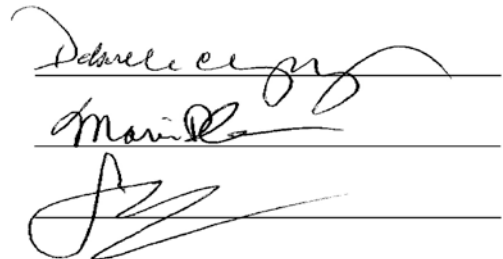
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

**ST. CHRISTOPHER'S  
PEDIATRIC ASSOCIATES**



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



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