



**Temple University
Health System**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEMPLE UNIVERSITY HOSPITAL

AND

**TEMPLE UNIVERSITY HOSPITAL ALLIED
HEALTH PROFESSIONALS/PASNAP**



OCTOBER 1, 2019- SEPTEMBER 30, 2022

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AGREEMENT

Agreement made and entered into this 1st day of October, 2019 by and between TEMPLE UNIVERSITY HOSPITAL (hereinafter referred to as "Temple") located in Philadelphia, Pennsylvania, and the Temple University Hospital Allied Health Professionals/PASNAP (herein referred to as "Union" or TAP), with principal offices located at 1 Fayette St, Conshohocken, PA, 19428 and a Philadelphia Business Office at 3305 North Park Ave., Philadelphia, PA 19140, acting herein on behalf of the employees of Temple, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

WITNESSETH

WHEREAS, Temple recognizes the Union as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of Temple as well as of its employees and to avoid interruptions and interferences with Temple's operations and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 RECOGNITION

1.1 (a) Temple recognizes the Union as the sole and exclusive collective bargaining representative of the employees in the bargaining unit certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-05-498-E.

(b) The bargaining unit shall consist of all 1) full-time employees who are hired to regularly work thirty-five (35) or more hours per week; 2) regular part-time employees who are hired to regularly work twenty (20) or more hours per week but less than thirty-five (35) hours per week; 3) part-time employees hired to regularly work less than twenty (20) hours per week who work regularly as defined in (c) below; and 4) pool employees who work regularly as defined in (c) below and excluding supervisors, and confidential employees as defined in applicable law.

(c) Beginning October 2019, pool employees, upon completion of two work shifts, shall be considered members of the bargaining unit and covered by the Agreement. Non-bargaining unit employees shall not be covered by the terms of this Agreement.

Pool employees who are hired and terminated shall be included in the monthly report required by Article 3.5.

(d) This Agreement shall not apply to a temporary employee. A temporary employee is defined as one who is hired for a period of up to three (3) months. The temporary employee and the Union will be informed at the time of hire of the purpose for which the temporary employee is hired and the expected duration. If the temporary employee is hired to cover a leave, and upon notice to the union, the said three (3) months period may be extended up to the length of leave of the employee being replaced.

Prior to retaining a temporary employee as a permanent employee, the position shall be posted internally consistent with Article 8. In the event the temporary employee is to be retained as a permanent employee, the affected employee's seniority shall be retroactive to the employee's original date of hire.

1.2 Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Section 1.

1.3 At the time a new employee subject to this Agreement is hired, Temple shall deliver to said Employee a copy of this Collective Bargaining Agreement and a list of the names and departments of union representatives that has been provided by the Union. The cost of publishing such copies of this Agreement shall be borne equally by Temple and the Union.

1.4 Full time or part time employees who apply and are accepted into a pool position will maintain their bargaining unit seniority but will be subject to the terms of Article 29.

1.5 When a new job classification is created within the bargaining unit, the Employer shall notify TAP/PASNAP and shall meet and discuss with the Union regarding hours and rates of the new position.

ARTICLE 2
MAINTENANCE OF MEMBERSHIP

2.1 All employees who are or shall become members in the Union, shall remain members as a term and condition of employment, subject to governing law. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if the member timely tenders his or her periodic dues and standard assessments.

2.2 An employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

ARTICLE 3
CHECK-OFF

A. Membership Dues

3.1 Upon receipt of a written authorization from an employee in the form annexed hereto as in Appendix D Temple shall, pursuant to such authorization, deduct from the wages due said employee each pay, starting not earlier than the first full pay period following receipt of the dues authorization cards, and remit to the Union regular dues and standard assessment as fixed by the Union.

3.2 Temple shall be relieved from making such check-off deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an approved leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. This provision however, shall not relieve any Union members of the obligation to make the required dues payment pursuant to the Union constitution in order to remain in good standing.

3.3 Temple shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions. Employees returning from Leave of Absence or transferred to a different classification shall have their "check-off" continued or resumed immediately.

3.4 No later than the fifteenth of each month, Temple shall remit to the Union deductions made from the wages of employees for the preceding month, together with a list of all employees from whom deductions have been made.

3.5 Temple will furnish the Union each month with the names of newly hired employees, their addresses, phone numbers provided to Temple, identification numbers, rates of pay, classifications of work, their dates of hire, and the names of terminated employees, together with their dates of termination, their rates of pay, and names of employees on leave of absence, and those returning from leave of absence, their rates of pay, and the names of employees transferred into and out of bargaining unit positions and their rates of pay. Employees shall promptly notify Temple of changes in their addresses and names. Temple shall provide to the Union annually, January 31, an updated seniority list.

3.6 The Union shall indemnify and save Temple harmless from any claims, suits, judgments, expenses (including attorney's fees), attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

3.7 Political Action Check off: Temple agrees to enable voluntary contributions to the PASNAP PAC political advocacy fund through a payroll check-off provision. Upon receiving the check-off authorization, Temple shall deduct such funds each payroll and forward such to PASNAP once per month along with a list of contributors, no later than the 15th of the following month. PASNAP agrees to indemnify and hold Temple harmless against any and all claims, demands or suits(including attorney's fees) that may arise out of or by reason of action taken or not taken by Temple for the purpose of complying with this provision.

B. Agency Fee

3.1 All present employees who are not Union members, and who do not become and remain members in the future, plus all new employees who do not become Union members upon the expiration of their probationary period, shall, as a condition of employment, effective the date of this Agreement, pay to the Union each month a Fair Share fee in the amount equal to the regular monthly dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union, less the cost for the previous Union fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Union as exclusive bargaining representative.

B3.2 The Union shall provide Temple with the name of each non-member who is obligated to pay a Fair Share fee, the amount of the fee that he/she is obligated to pay, and a reasonable schedule for deducting the Fair Share fee from the salary or wages of each non-member.

Upon receipt of said notice, Temple shall deduct the Fair Share fee in accordance with the schedule, and promptly transmit the amount deducted to the Union.

3.3 As a precondition to the collection of Fair Share fees, the Union shall establish and maintain a full and fair procedure, consistent with constitutional requirements, that provides non-members, by way of annual notice, with sufficient information to gauge the propriety of the fee and that responds to challenges by non-members to the amount of the fee. The procedure shall provide for an impartial hearing before an arbitrator to resolve disputes regarding the amount of the chargeable fee.

3.4 Temple shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an approved Leave of Absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

3.5 Temple shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions. Employees returning from Leave of Absence shall have their check-off continued or resumed immediately.

3.6 The Union shall indemnify and save Temple harmless from any claims, suits, judgments, expenses (including attorney’s fees), attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

ARTICLE 4 NO DISCRIMINATION

4.1 Neither Temple nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, sexual orientation, gender identity, Union membership or non-membership, or disabled employees who with reasonable accommodation can perform the essential functions of the job. Temple and the Union will cooperate in the effectuation of the TUHS Affirmative Action Program.

ARTICLE 5 UNION ACTIVITY, VISITATION, BULLETIN BOARDS, AND DELEGATE MEETINGS

- 5.1 No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his working time or in working areas at any time.
- 5.2 Representatives of the Union, after receiving permission of the Department of Labor Relations, or its designee, shall have reasonable access to Temple premises for the purpose of administering this Agreement.
- 5.3 Temple will provide four (4) specific bulletin boards, which may be used by the Union for the purpose of posting only Union notices. Such bulletin boards shall be conspicuously located and at places readily accessible to the employee's place of work.
- 5.4 The work schedules of employees elected as union delegates shall be adjusted so far as practical to permit attendance at regularly scheduled delegate assembly meetings after normal working hours, provided that Temple's operations shall not be impaired. With sufficient notice in order to avoid overtime and consistent with patient care needs, TUH will work with employees elected to the PASNAP and TAP Executive Boards to adjust schedules as far as practicable to permit attendance at regularly scheduled board meetings. The Union shall give reasonable notice to the Department of Labor Relations of such regularly scheduled meetings and the names of the delegates. Such requests shall not be unreasonably denied.
- 5.5 Delegates shall be given reasonable opportunity from time to time to investigate grievances and otherwise carry out Union business. However, this is a privilege and must not be abused. Any abuse such as roaming, taking excessive time or not limiting activities to Union matters shall be grounds for discipline. In every instance a delegate shall first secure the permission of his or her immediate supervisor before temporarily leaving his or her workstation.
- 5.6 In the event a delegate must go into another department because no delegate is available in that department, the delegate must also secure the permission of the supervisor in the second department. Such requests shall not be unreasonably denied. If a meeting in the second department is arranged either to issue discipline or to conduct a human resources investigation that could lead to discipline of an employee attending the meeting and the employee has requested union representation, the delegate need not receive permission from the supervisor in the second department.
- 5.7 Temple will pay for time spent for the Grievance Chairperson or his/her designee to attend third level hearings on his/her day off. Pay on the employee's day off will be at straight time and not included in the calculation of overtime.

One-half hour will be added in advance of the scheduled hearing time to prepare for the grievance hearing.

5.8 The Hospital shall provide for one half hour during the orientation of newly hired employees for presentation by the Union of information on the rights and benefits of employees and the services provided by the Union. A private space will be provided. The Hospital shall provide a list of the names of individuals expected to be oriented at least 48 hours prior to each orientation session, and shall supply the schedule of the orientation sessions to the Union at the beginning of each fiscal year.

**ARTICLE 6
PROBATIONARY EMPLOYEES**

6.1 Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence. Newly hired pool employees shall serve a probationary period of six (6) months from the date of employment. Temple, with the consent of the Union, may extend the probationary period of any employee for an additional thirty (30) calendar days. The termination or suspension of any probationary employee by Temple shall not be subject to the grievance and arbitration provisions of this Agreement.

6.2 Newly hired pharmacists and professional medical interpreters shall serve a probationary period of one hundred and twenty (120) days, which may be extended or reduced by mutual agreement of the Union and the Hospital.

**ARTICLE 7
SENIORITY**

7.1 Definition

Bargaining unit seniority shall be defined as the total length of time an employee has been employed by Temple since his/her last date of hire in a position covered by this Agreement. Temple seniority is defined as the length of time an employee has been continuously employed by TUH since his or her last date of hire as an employee, in any status. This shall apply for vacation and sick leave accrual. Changes in status shall not constitute a break in service. Employees who are hired on the same date will be carried on the seniority list numerically by TUID.

7.2 Accrual of Bargaining Unit Seniority

(a) An employee's bargaining unit seniority shall commence after the completion of his probationary period and shall be retroactive to the start of his probationary period. Pool employees shall earn seniority based on worked hours.

(b) Temporary employees as defined by Article 1, Section 1 (d) shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee become a permanent employee, his seniority shall be retroactive to the date of employment subject to the provisions of Article 6. However, an employee who has been in temporary status in the same job for six (6) consecutive months and is hired as a permanent employee in said job shall serve a thirty (30) day probationary period.

(c) Seniority shall accrue: (1) during an authorized leave of absence with pay; (2) during an authorized leave of absence without pay because of personal illness or accident for a period of time not to exceed the lesser of six months or an employee's length of service; (3) during military service as provided by Federal Law; (4) during Union Business Leave; (5) during a layoff of the lesser of twelve (12) months or the employee's length of service, whichever is less.

(d) An employee will not accrue, but will not lose seniority: (1) during an authorized leave of absence without pay; (2) during any period in which an employee is employed in a pool position; (3) during a layoff in excess of the lesser of twelve (12) months or the length of employee's service with Temple.

(e) Pool employees in the bargaining unit may use bargaining unit seniority only for the purpose of competing with other pool employees for a regular position and for layoff, recall and shift change within the pool. Pool seniority shall be measured by pool hours worked while in the bargaining unit. The data shall be acquired by Human Resources, upon request, when a pool employee bids for a regular position or during a layoff, recall or shift change.

(f) Full or part time employees who apply and are accepted into a pool position will have their bargaining unit seniority count for the purposes described in (e) above.

7.3 Loss of Seniority

An employee shall suffer loss of seniority when he/she:

- a. Voluntarily terminates his/her employment.
- b. Is discharged for just cause.

c. Willfully exceeds the length, or violates the purpose, of an authorized leave-of-absence.

d. Is laid off for a period of twelve (12) months or the length of an employee's service with Temple, whichever is less.

e. Fails to report in accordance with a notice for recall from lay-off within seventy-two (72) hours of the time specified in the notice sent by certified mail to the last address furnished to Temple by the employee. Temple shall send a copy of the notification to the Union.

f. Fails to report for recall to the assigned job.

g. An absence from work for three (3) consecutive workdays without notice or permission shall be deemed voluntary resignation.

7.4 Lay-Off

(a) In the event of a lay-off in a job classification within a department, probationary employees shall be laid off first, then part-time employees and full-time employees on the basis of their bargaining unit seniority. Regularly scheduled pool employees shall have their weekday hours cancelled prior to the layoff of regular full time or part time employees. Regular full time or part time employees who are selected for lay-off shall be offered the alternative options to:

- Accept a posted pool position for which they are qualified, according to seniority;
- Bump a less senior pool employee from a position for which they are qualified; or
- Accept the lay-off

The departments are defined as follows:

Anesthesiology	Patient relations
Bone Marrow Transplant	Perioperative Administration
Cancer Center	Pharmacy Inpatient (Techs)
Cardiovascular	Pharmacy Outpatient (Techs)
Clinical Data Analysis	Pharmacy Inpatient (Pharmacists)
Clinical Engineering	Pharmacy Outpatient (Pharmacists)
Clinical Neurophysiology	Physical Therapy
Clinical Resource Management	PM&R

Fetal Center	Point of Care
Gastroenterology	Preadmission Testing
Heart Station	Pulmonary Function
Lab - Blood Bank	Radiation Oncology and Radiation Therapy
Lab - Chemistry	Radiation Safety
Lab - Cytology	Radiology-Cat Scan
Lab - Hematology	Radiology-Diagnostic Imaging
Lab - Histocompatibility	Radiology-Mammography
Lab - Microbiology	Radiology-MRI
Lab - Molecular Pathology	Radiology-Nuclear Medicine
Lab - Pathology	Radiology-Special Procedures
Lab - Specimen Processing	Radiology-Ultrasound
Linguistic Services	Recreational Therapy
Lung Transplant	Respiratory Care
Lung Volume Reduction Surgery	Sleep Center
Medical Record Data Analysis	Social Work
Neurosurgery	Speech Therapy
Non-Invasive Lab	Surgery
Nutrition Center	Telemetry
Occupational Therapy	Transplant Services
Oncology Service Line	Trauma Program
Operating Room	Vascular Lab
Otorhinology	

(b) In the event a full-time or part time, non-probationary employee is scheduled to be laid off from a department, he/she may either bid for a posted vacant position or displace another employee within the department of equal or lesser classification on the basis of bargaining unit seniority, provided he or she has the ability to perform said job within thirty (30) days. The immediate supervisor shall determine the employee's acceptability during the probationary period. In the event an employee transfers into a position of lesser classification, the employee shall be placed on recall list for his or her former position or a position equivalent to the former position.

(c) The employee placed in the position shall serve a thirty (30) day probationary period for the job. If said employee does not successfully complete the probation period he or she will be placed on recall.

(d) It is recognized that an employee may be retained due to special training, knowledge or ability who has less seniority than one who is to be laid off. If this occurs Temple will state the reason therefore in writing to the Union and the affected employee.

(e) Employees scheduled to be laid off shall be entitled to four (4) weeks notice or pay in lieu thereof. Temple shall meet and discuss on such lay-offs.

7.5 Recall from Lay-Off

(a) In the event an employee is laid off, he shall have recall rights for a period not to exceed twelve (12) consecutive months or for the length of an employee's service, whichever is less.

(b) Employees on lay-off shall be recalled as follows: (1) to a position, if open, previously held successfully in the department by the employee regardless of place on recall list; (2) in order of seniority to other open positions in the bargaining unit provided, that the employee has satisfactorily performed the job previously within TUHS, or has documented experience in the job outside TUHS so long as such experience matches the current job requirements for the position, and provided there is no one currently laid off from that classification with the following provisions: (a) employees may not up-grade from the recall list; (b) the employee must have the ability to perform the open position. The hiring supervisor shall determine the employee's acceptability for the position during the applicable probationary period for a newly hired employee; if the employee is not acceptable, he shall be returned to the recall list; (c) when probationary employees are laid off they have no recall rights; (3) to a vacant position in the same job classification in a different department with the provisions of (a) and (b) above.

Employees recalled to positions other than the position from which they were laid off, shall have the right of first refusal to the first open position previously held by the employee prior to layoff so long as the employee remains qualified.

ARTICLE 8 TRANSFER/PROMOTION

8.1 (a) Openings for bargaining unit positions shall be hospital posted for seven (7) calendar days. Jobs will also be posted on the TUHS website and within the department where the position is open. Such postings shall include the

job title, hours of work, grade, shift, salary range, duties and responsibilities, qualifications and department.

(b) All bids shall be submitted electronically to the Human Resources Department within seven (7) calendar days which will include online confirmation.

(c) Temple will submit to the Union a list of active position openings on a quarterly basis.

(d) The selected candidate will be notified when the position is awarded and will be transferred to the new position within sixty (60) days. In the event employees are not transferred within sixty (60) days, their salary shall be adjusted to the rate of the job which they have been awarded. In no case shall transfer exceed sixty (60) days.

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

(f) A successful bidder will not be eligible to apply for a transfer to another position outside the unit for six (6) months. Newly hired employees shall not be eligible to bid for a transfer to another position outside the unit for twelve (12) months. Employees who have recently bid on a new position may not bid internally for a change of shift while they are on active perception or orientation, which period is determined individually based on the needs of the employee.

8.2 Where a promotional/transfer vacancy in a bargaining unit job occurs, and two or more employees are under consideration for such vacancy who have the ability and skill to fill the vacancy, Temple shall promote/hire the employee with the greatest skill, present ability and prior job performance. Where there is no appreciable difference between the skill and present ability of such candidates, Temple in accordance with its policy of continuing to attempt to award vacancies to incumbent employees shall award the position to the incumbent employee with the greatest bargaining unit seniority, if practicable.

8.3 An employee who is promoted/transferred to a new job classification shall serve the same length of time in a probationary period on the new job as a new hire. If he/she is removed from the new job during said period, he/she will be returned to his or her former position if vacant without loss of seniority or other benefits. If no position is open then the employee shall be placed on the recall list.

8.4 Any employee selected by Temple for a promotion outside the bargaining unit may be returned at the employee's option within ninety (90) days

to his/her former position if vacant or to a comparable bargaining unit position of equal or lesser grade without loss of seniority or other service benefits or credits or at option of Temple, in its discretion he/she may be returned to his/her former position if vacant or to a comparable bargaining unit position of equal or lesser grade without loss of seniority or other service benefits and credits previously earned in the bargaining unit. If no position is open then the employee shall be placed on the recall list.

8.5 Employees may submit to the department manager a department file bid to change his/her shift or status at any time. File bids will remain valid for twelve (12) months. Shift openings will be offered to the department's employees and will be awarded to the individual with the most bargaining unit seniority. Once a shift opening is available, the successful departmental bidder will move to the desired shift or status on the first finalized schedule after the bidder's original position is filed, or within forty (40) days, whichever is sooner. Employees who have active discipline, written warning or above, may be denied a shift transfer at the discretion of management.

ARTICLE 9 RATES OF PAY

9.1 Professional Employees

(a) An employee's step placement shall be based upon the employee's experience in his/her job specialty. Experience step increases shall be assessed in the first full pay period each November.

(b) Effective the first full pay period in October, 2019, the professional employees shall receive a two percent (2%) across the board increase. Appendix A will reflect such increase.

(c) Effective the first full pay period in October, 2020 professional employees shall receive a two and one-quarter percent (2.00%) across the board increase. Appendix A will reflect such increase.

(d) Effective the first full pay period in October, 2021, the professional employees shall receive a two and one-half percent (2.00%) across the board increase. Appendix A will reflect such increase.

9.2 Technical Employees

(a) An employee's step placement shall be based upon the employee's experience in his/her job specialty. Experience step increases shall be assessed in the first full pay period each November.

(b) Effective the first full pay period in October, 2019, the technical employees shall receive a two percent (2%) across the board increase. Appendix B will reflect such increase.

(c) Effective the first full pay period in October, 2020, the technical employees shall receive a two and one-quarter percent (2.00%) across the board increase. Appendix B will reflect such increase.

(d) Effective the first full pay period in October, 2021, the technical employees shall receive a two and one-half percent (2.00%) across the board increase. Appendix B will reflect such increase.

- The employees in the T2 pay scale will move to the T3 pay scale
- The employees in the T3 pay scale will move to the T4 pay scale.
- Transplant Coordinators will be placed in the T3 pay scale

9.3 An employee temporarily assigned to a higher paying position or classification or temporarily assigned to perform duties generally performed by a higher paying classification shall be compensated at a higher rate of pay once they have completed three (3) or more days in a work week. The higher rate of pay shall be retroactive to the first day.

9.4 (a) Pool rates are reflected in Appendix C.

(b) A pool employee will be paid three dollars (\$3) per hour while on call. When called in to work the on-call differential will cease. Unless worked, on-call pay shall not count in the calculation of overtime hours.

(c) Temple will agree to meet with the Union to review pool rates as needed but no more than annually.

ARTICLE 10 HOURS OF WORK

10.1 (a) The regular work week for all full-time employees shall not exceed forty (40) hours. Nothing herein contained shall be considered a guarantee of work.

(b) Employees shall be required to work a reasonable amount of prescheduled overtime when assigned by Temple. Management will make a

reasonable effort to post a fully finalized scheduled without prescheduled overtime.

(c) There shall be no pyramiding of overtime and/or premium pay.

(d) Where obligated by applicable law employees shall be paid one and one-half (1½) times the regular rate of pay for all authorized time worked in excess of forty (40) hours per week. Where Temple is not obligated by law to pay overtime pay, then at the discretion of the supervisor compensatory time may be granted for all hours scheduled and worked beyond the regular work week.

(e) Scheduled holiday and vacation hours shall be considered as time worked for the purpose of computing overtime. Sick time and unscheduled vacation or holidays shall not count as hours worked for the purpose of computing overtime. Vacation time or personal time used as a result of hospital cancellation of regular scheduled hours shall be counted in the computation of overtime.

(f) When rotation to weekends, evening or night shift is necessary, Temple shall rotate equitably among qualified staff beginning on a seniority basis starting with the least senior. Pool may be used to minimize rotation of full time staff. At the request of the Union, the hospital shall meet to review rotation in any department in an effort to reduce such rotation. All employees shall be hired into a set shift of days, evenings, or nights with or without rotation. No employee shall be required to work more than two different shifts per schedule. No employee shall be required to rotate more than five shifts per schedule or be involuntarily rotated against the clock without at least 24 hours off between scheduled shifts. Temple will minimize rotation. This paragraph shall apply only to the final schedule.

Pharmacists shall not involuntarily be rotated between shifts, unless there are no volunteers available either from within or outside the bargaining unit.

(g) An employee involuntarily scheduled to work within ten (10) hours after the completion of the employees last scheduled shift shall be entitled to pay at the rate of time and one half for all hours worked within the original twenty-four hour period.

(h) It is understood that it may be necessary to change starting time or to establish new or unusual shifts. In such case Temple will give the Association adequate notice of the change and will meet and discuss if requested. When employee schedules cannot be adjusted by the use of volunteers, Temple agrees to meet and discuss regarding implementation of the revised schedules, where feasible seniority shall guide the schedule adjustment.

10.2 Scheduling Procedure

(a) Preliminary schedules showing regular hours of full time and regular part-time employees assigned to the unit, and the scheduled benefit time (personal, vacation, holiday, scheduled sick) shall be posted on each unit for seven (7) days prior to posting the final schedule in order for full time and regular part-time bargaining unit employees to express interest for uncovered shifts on a “need list” posted along side. After the preliminary schedule is posted and during the seven (7) day period, pool staff may be added to the schedule not to exceed two shifts of eight (8) hours or one shift of 12 hours. Pool working weekends or holidays may be scheduled for up to a total of twenty-four (24) hours per week.

1. A designated pool or part time employee may be assigned to work the full time hours of a full time employee on a continuous FMLA, LOA, or worker’s comp for the duration of the approved leave or six months, whichever is less.

(b) At the end of the seven (7) day period, remaining available shifts will be distributed equitably in accordance with the following order of priority:

1. Full time and regular part time employees who have expressed interest will be assigned up to twelve (12) additional hours per week.
2. Pool employees who have expressed interest (up to 12 additional hours).
3. On an equitable basis among full time, part-time and pool employees

(c) At the same time as the posting of the preliminary schedule, an availability list where employees, including pool, can indicate availability to work additional time, shall be posted and maintained from posting of the final schedule until the schedule expires. Open shifts after the posting of the final schedule will be distributed in priority according to (b) above and thereafter equitably among full time, part time and pool employees who have indicated availability.

(d) Final work schedules showing the employees’ shifts, work days and hours shall be posted at least two (2) weeks in advance, shall not be posted for a period of less than four (4) or greater than eight (8) weeks, and regular shifts shall not be varied except for emergencies or by mutual agreement by the employer and employee. Employees within a unit may exchange shifts within a posted schedule with the agreement of the Manager.

1. Posted time may be cancelled if the manager finds the need for the shift no longer exists. In such case, the manager may not re-hire the same

shift at a lower rate of pay. Once posted, schedules shall not be changed to avoid the payment of overtime.

(e) Employees will not be scheduled, and shall not volunteer, to work such that their hours of work, inclusive of hours worked on call, exceed 120 in a two (2) week pay period. This standard shall not be exceeded by unscheduled, voluntary extension of shift except in the event of circumstances referenced in 10.5(a) below.

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

10.4 (a) Employees shall be entitled to one (1) rest period of a fifteen (15) minute break for every four (4) hours of work. Rest periods shall be assigned by Temple to each employee. Employees scheduled to work a thirty-seven and a half (37.5) hour work week shall be entitled to one (1) rest period of fifteen (15) minutes for each three and a half (3.5) hours of work.

For pharmacists, the Hospital will establish a meal period schedule, under which employees will be assigned a specific half hour meal period and coverage for such meal period. The schedule will be submitted to the Union for review and discussion prior to implementation. Employees shall be provided the opportunity to switch with other employees on a voluntary basis, so long as the area is covered. If an unforeseen occurrence results in a delay in an employee's meal period, he or she shall be assured an uninterrupted 30 minute meal period that day. If other issues relating to the meal period arise, the parties will meet and discuss in order to resolve such issues.

(b) Employees shall be relieved of all work-related responsibilities while on an unpaid meal period. When required by management to respond to pagers during meal periods, the employee shall be paid for all time worked. If circumstances prevent the employee from taking the meal break the employee must notify the manager and provide the reasons he/she was unable to take the meal break. The employee shall be paid the appropriate rate of pay if verified by the manager.

10.5 (a) Mandatory overtime shall not be required except in emergency circumstances or unanticipated critical needs such as: unpredictable or unavoidable occurrences relating to healthcare delivery that require immediate attention, unforeseen emergency or disaster, other catastrophic events which substantially affects or increases the need for healthcare service. In the event of such emergencies, overtime shall be distributed first to qualified volunteers and then assignments shall be made in inverse order of seniority on a rotating basis.

(b) Employees who volunteer or are required to work past their quitting time and work for more than twelve (12) consecutive hours shall be entitled to a meal ticket for the hospital cafeteria.

10.6 (a) When it is necessary to reduce the workforce in a department, the Hospital maintains discretion to reduce staff on the basis of operational and economic consideration. Volunteers will be accepted and then the order of cancellation will be as follows unless the employee scheduled for cancellation possesses a specialty skill that is required:

1. Agency unless payment required
2. Pool hours scheduled in excess of 24 hours in a week
3. Full time and regular part-time staff additional hours in excess of 12 hours in a week
4. Other Pool hours
5. Full time and regular part-time staff remaining additional hours above their regular scheduled hours

When a reduction involves two or more employees in the same group the cancellation will occur by date of shift hired.

10.6 (b) Prior to cancelling employees working regularly scheduled shifts, the Hospital will cancel as above unless precluded by the skills, ability, and experience needed under the applicable circumstances. Temple will consider in-service, or competency requirements or required educational programs. Such opportunities shall not be unreasonably denied.

Employees cancelled on regularly scheduled shifts will be cancelled in reverse order of seniority in rotation and will be offered the option to take available vacation, or personal holiday or such time without pay. In no case shall pay exceed the regularly scheduled hours for the day. The employer shall keep a cancellation list on each unit.

(c) If an employee is notified not to report with less than two (2) hours' notice because no work is available for him/her, he/she shall receive two (2) hours pay at his/her regular rate. If an employee reports to work on his or her normal shift, and no work is available for him or her, he or she shall receive four (4) hours pay at his/her regular rate. This payment will not apply to employees who volunteer to be cancelled or leave early.

- i. For the purposes of the foregoing cancellation, an employee shall be deemed to have notified by Temple with the required advanced notice as follows:
- ii. By phone call with a message to the phone number the employee has provided to the manager. If the employee's phone does not have voice mail, or the voice mail is full, the manager's phone cell time stamp is proof of the two hours' notice
- iii. By text message to a call phone number designated by the employee, provided that the employee has agreed to be notified by text message.

(d) Employees cancelled on regularly scheduled shifts prior to the beginning of the shift will be cancelled in reverse order of seniority in rotation, and will be offered the following options:

- i. Use available vacation or personal holiday time offset by any cancellation pay to which they may be entitled. In no case shall pay exceed the regularly scheduled hours for the day.
- ii. They may elect to take such time without pay.

(e) Cancellation of regularly scheduled hours shall not affect an employee's status for benefit eligibility; however, pension contributions and credited hours toward pension vesting are based on actual eligible hours worked as defined by the plan.

**ARTICLE 11
SHIFT DIFFERENTIAL, WEEKEND DIFFERENTIAL
AND ON-CALL PAY**

11.1 Eligible employees working on a shift which begins at or after 12:00 noon and before 5:00 a.m. shall be paid a shift differential of ten percent (10%) of the base rate. Employees working flex shifts of ten (10) hours or more shall receive shift differential for shifts beginning on or after 11:00 am. An employee who is entitled to a shift differential for work on his regular shift shall receive the shift differential for overtime hours that are an extension of his regular shift. A shift differential shall not be paid when employees are authorized to exchange shifts temporarily for personal reasons.

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

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

11.4 Effective the first full pay period of October 2019, employees shall receive a weekend differential of \$2.00 per hour for hours worked between 11:00 pm on Friday and 7:00 am on Monday. Effective the first full pay period of October 2020, employees shall receive a weekend differential of \$2.25 per hour. Effective the first full pay period of October 2021, employees shall receive a weekend differential of \$2.50 per hour.

11.5 (a) Effective the first full pay period of October 2016, employees shall be paid four dollars and fifty cents (\$4.50) per hour while on-call.

(b) The Weekend On-Call Rate Shall begin at 11:00 p.m. on Friday through 7:00 a.m. on Monday. On-Call Rate shall be \$5.00 for weekend and holiday on-call.

(c) Employees in the OR who are required to accept call assignments for 108 or more hours within four consecutive pay periods, shall receive a premium call rate of \$15.00 per hour for all required call assignments within such pay period. Employees in any other department required to accept call assignments for 108 hours or more within such period, shall receive a premium rate of an additional \$2.00 per hour within such pay period. At the request of either party, they shall meet and discuss the inclusion of other areas in the \$15.00 premium.

11.6 (a) An employee called in to work shall be paid for all hours worked at the appropriate rate of pay or shall receive a minimum of four (4) hours pay, whichever is greater. The on-call pay shall cease once the employee reports in to work. Unless worked, on-call pay shall not count in the calculation of overtime hours.

(b) In the event an employee is called to report, and canceled prior to arrival at the Hospital, the employee shall receive two (2) hours of pay at the regular rate of pay.

(c) An employee who reports to work for call, and works in excess of four (4) consecutive hours shall be afforded the benefits set forth in Article 10.4.

11.7 Beeper call is for employees who are assigned by management to receive phone calls during weeknights and weekends. Employees, when called or paged, are required to respond by making and receiving phone calls regarding patient or health care issues. Employees are not required to be available to come into the hospital or report to the hospital.

Employees assigned to beeper call shall receive two dollars (\$2.00) per hour for weekday night and weekend beeper call status.

Employees who are required to receive or make phone calls while on beeper call shall be paid for their actual time worked from home in 15 minute increments with a 15-minute minimum.

11.8 An employee called into work after 11:00 p.m. who is scheduled to work the following morning has the following options:

1. May commence their regularly scheduled shift up to eight (8) hours after the completion of the call in work assignment, provided that the regular shift begins no later than 11:00 a.m.
2. May commence their regularly scheduled shift immediately after completion of the call in work assignment provided the assignment ends on or after 5:00 a.m.
3. May elect to take part or all of the following day off and may utilize available vacation or personal time or may elect to take such time off without pay. The employee must discuss his/her choice with the manager to ensure that proper coverage can be maintained.

In the event that the employee elects to take part or all of the following day off without pay, the hours taken without pay will be considered worked hours for the computation of overtime hours.

11.9 Employees in any department in the bargaining unit who work sixteen (16) or more hours within a twenty-four (24) hour period as a result of taking call who have less than eight (8) hours off before the start of their next regularly scheduled shift shall be released from their scheduled shift without loss of pay with the approval of the manager. Such paid shift shall not be considered as time worked for the purpose of computing overtime.

11.10 On-call assignments shall be scheduled and posted as part of the regular scheduling process in Article 9 above. Call assignments shall be equitably distributed among qualified employees. Employees may relinquish their call assignments to other qualified employees with the consent of the manager, which shall not be unreasonably denied.

11.11 On call employees who complete the work for which they were called in will not be required to stay if said obligations have been concluded. On-call is intended to be utilized for emergent situations.

11.12 (a) Call reporting time is the interval between receipt of the notice to report by the affected employee, and their expected time to report to their unit ready to work, in accordance with Hospital and departmental policy. In the event that the Hospital desires to change the call reporting time in a department, the Hospital shall provide at least six (6) weeks' notice to the Union and the employees, and shall meet and discuss upon request.

(b) The parties agree that call reporting time is one element of a comprehensive set of policies and procedures to assure that Temple can provide emergency services in a timely fashion; and in accord with standards established by certifying bodies. Employees are expected to comply with procedural reporting times, but Temple recognizes that these standards may not always be met precisely, due to factors beyond the employee's control, and that past practice will continue with regard to Hospital expectations.

(c) In the event that Temple wants to change the call reporting time in a department, the meet and discuss shall have as a goal the mitigation of any negative effects on staff in the department, recognizing call response cannot be isolated from a comprehensive system review of the process of providing the desired care.

11.14 An employee scheduled for on-call who is required to continue to work at the end of a regular shift shall receive pay for all hours worked or a minimum of three (3) hours at the regular rate of pay.

11.15 In procedural departments where late stay is required:

(a) A four (4) hour overtime need will be posted on the department needs list for a time beginning at or near the conclusion of the regular workday.

(b) Employees signing for these needs or who were otherwise scheduled for late stay will not be entitled to cancellation pay, should the need be cancelled.

(c) Employees who sign up for or who were otherwise previously scheduled for late stay and are needed to work these needs will receive a minimum of two (2) hours pay at the appropriate rate.

(d) Employees who are not covered by (c) above but who are required to stay beyond their scheduled end of shift to complete an assignment shall be eligible for the minimum two (2) hours pay if they stay in excess of thirty 30 minutes.

(e) In procedural areas, employees who are asked or are required to remain beyond the end of their normally scheduled shift to complete a procedure shall be paid time and one half for the hours they remain beyond the conclusion of their regular shift.

(f) In the event an employee is required to stay past the scheduled quitting time in a department covered by late stay, Temple shall provide the Union with the reasons thereto and an explanation of the attempts made to avoid the overtime within the first twenty-four (24) hours.

11.16 The parties agree that pharmacists:

1. Who are assigned or volunteer to work for 4 hours or more in addition to their regular shift, shall be paid for the greater of (1) the pool rate or (2) their applicable hourly rate plus \$10.00 for such hours.
2. Who are eligible shall receive weekend differential.
3. Shall remain salaried.
4. No pharmacists should see their current shift differential reduced.

ARTICLE 12 HOLIDAYS

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

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day

Twenty-four (24) hours of personal holiday time which may be scheduled in accordance with an employee's personal preference.

12.2 (a) Personal holiday time shall be taken annually at a mutually agreeable time and shall be requested at least seven (7) days in advance. Once scheduled, personal holiday time shall not be canceled by an employee without the consent of Temple. In the event of an emergency, a request with less than

seven (7) days notice will not be precluded. If this occurs, the employee will be notified in a timely manner. Requests will not be unreasonably denied.

(b) Newly hired full time employees shall be entitled to personal holidays after thirty (30) calendar days of employment as follows:

<u>Date of Hire</u>	<u>Number of Hours</u>
July, August, September	24 hours
October, November, December	16 hours
January, February, March	8 hours
April, May, June	0 hours

(c) Regular Part time employees will earn pro-rata personal holiday time based on hours worked in the previous year and date of hire.

Employees shall use PHT not later than the last full pay period in the fiscal year.

(d) An employee with twenty or more years of bargaining unit seniority shall receive her or his anniversary date of hire off as a paid holiday to be used within 30 days of the anniversary date of hire.

Employees with over twenty years of service at TUHS who have come into the bargaining unit after a layoff will be eligible for the twenty-year holiday.

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

(b) In the event an employee is required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, she/he shall be paid at the rate of time and one-half for all hours worked on the holiday and shall, in addition, receive an additional day off at his/her regular rate of pay to be used within sixty (60) days or pay at the same rate, as determined by Temple.

(c) In cases where an employee is on-call on a holiday and is called into the hospital, the number of hours the employee works on the holiday as a result of being called in shall be scheduled as paid time off at the regular rate within 60 days or paid at the regular rate in lieu thereof, as determined by Temple.

(d) An employee who works on Friday after Thanksgiving and the Day before Christmas shall be paid his regular rate of pay for all hours worked on

the holiday, and shall, in addition, receive an additional day off with such pay within sixty (60) days of the holiday or an extra day's pay at the same rate in lieu thereof, as determined by Temple.

12.4 Recognizing that Temple works every day of the year and that it is not possible for all employees to be off on the same day, Temple shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. Temple will distribute holiday assignments on an equitable basis. No employee shall be required to work both Thanksgiving and Christmas pursuant to the scheduling process in Article 10.2 (a).

12.5 In order to be eligible for holiday benefits, an employee must have worked the last scheduled work day before and the first scheduled work day after the holiday (or day selected in lieu of the holiday), except in the case of illness or accident preventing the employee from working as evidenced by written certificate of physician or other proof if requested by Temple. An employee who fails to report for work on a holiday when scheduled to work shall not receive pay for the unworked holiday.

12.6 If one of the holidays falls during an employee's vacation at the option of Temple, the vacation shall be extended by one (1) day, or the employee shall receive a day off at his regular rate of pay within sixty (60) days of the holiday. In making the determination, Temple will take into consideration the employee's expressed preference.

12.7 If one of the holidays falls on an employee's regularly scheduled day off, the employee shall receive a day off at his regular rate of pay within sixty (60) days of the holiday or an additional day's pay at the same rate in lieu thereof, as determined by Temple.

12.8 Employees working 12 hour shifts in units which operate seven days per week may self-schedule such that they work a full work week, but are not scheduled to work on the holidays on which they are scheduled off in accordance with the department holiday rotation.

ARTICLE 13 VACATIONS

13.1 (a) Effective the first full pay period upon ratification or implementation all full-time employees shall be eligible for vacations with pay and shall accrue vacation on a per pay period basis in accordance with the following schedule:

Length of Full Time Service

Date of hire but less than 8 years

Annual Accrual

120 hours

8 years or more

160 hours

Physician Assistants shall be eligible to accrue one hundred and sixty (160) hours of vacation with pay per year and shall accrue beginning at date of hire.

(b) Accrual will be prorated for employees hired to work less than forty (40) hours per week.

13.2 An employee may accumulate a maximum of one and a half times the employee's annual entitlement.

13.3 (a) Vacation schedules will be established by Temple. The Department shall post a calendar showing the vacation weeks available for the next calendar year by November 1st of the preceding year.

(b) Peak summer vacation is defined as the Sunday before Memorial Day and continuing through the Saturday following Labor Day. Peak winter vacation shall be defined as the period from November 20 to January 5. During the summer period, no employee shall be permitted to schedule more than two (2) weeks' vacation. During the winter period, no employee shall be permitted to schedule more than one (1) week, unless slots remain open after the end of the selection period.

(c) All vacation requests submitted by January 31st for that calendar year including the following January and February will be awarded by length of service within the Department as listed in Article 7, confirmed no later than February 28th and the granted weeks filled in on the calendar. Requests for full weeks shall be honored before requests for single days. No change shall be made in the approved vacations thereafter except by mutual agreement of the employee and the Hospital. Employees who do not submit a request by January 31st may select remaining vacation time with at least one month's notice, on a first come basis. Such requests shall be approved or denied within ten (10) working days of request. Special requests for a vacation with less than one month's notice may be granted at the manager's discretion. Requests shall not be unreasonably denied.

Vacation requests should be requested around known weekend obligations. However, for requests submitted by January 31st, the employee may request a single vacation week that includes his/her routine weekend to work. If approved, the employee will not be required to find their own replacement for such weekend.

(d) Employees may not schedule vacation for a date when they will not have accrued time.

- 13.4 Vacation pay shall be based upon an employee's regular rate of pay.
- 13.5 No part of an employee's scheduled vacation may be charged to sick leave.
- 13.6 An employee who gives such notice of resignation as provided above or whose employment is terminated, shall be entitled to receive payment for unused vacation time earned on the effective date of the resignation. If notice is not given as provided above, an employee shall not be entitled to such payment, provided it was physically possible for the employee to have given such notice.
- 13.7 An employee who has been continuously employed within TUHS and transfers into a position within this bargaining unit will be given the earliest employment date within TUHS for the purpose of determining vacation entitlement per the vacation accrual schedule as defined in this agreement.

An employee who accepts a position in the bargaining unit from another TUHS entity shall transfer all accrued but unused vacation time from the former entity subject to the maximum allowance provided by the collective bargaining agreement.

ARTICLE 14 PAID SICK LEAVE

- 14.1 "Sick Leave" is defined as an absence of an employee from work by reason of illness or accident, which is non-work connected or is not compensable under the Workers' Compensation Laws of Pennsylvania. Sick leave days with pay are granted solely for the individual employee's illness, and are not intended to cover absences due to illness or accident to members of the family.
- 14.2 (a) An employee who has completed his/her probationary period is eligible for a total of eighty (80) hours annually, accrued on a pay period basis.
- (b) Sick accrual will be prorated for employees hired to work less than forty (40) hours per week.
- 14.3 Sick leave hours accrued may be accumulated without maximum.
- 14.4 No sick leave will be paid to an employee who is absent as a result of injury or illness while working for another employer.
- 14.5 Pay for any day of approved sick leave shall be paid at the employee's base rate of pay.

14.6 Notification of Absence and Proof of Illness

An employee who is absent must notify his/her supervisor at least two (2) hours before the start of his/her regularly scheduled work day or in accordance with Departmental policy, unless proper excuse is presented for the employee's inability to call. Departments whose policies require other than two (2) hours' notice are listed in Appendix E. Such policies cannot be changed without the agreement of the union.

Temple may require written certification by a physician or other proof of illness or injury hereunder. Employees who have been on sick leave also may be required to be examined by the Temple Employee Health Service physician or his designee, before being permitted to return to work.

ARTICLE 15 PAID LEAVE

15.1 Bereavement Leave

(a) An employee will be granted up to four (4) days bereavement leave with pay in the event of the death of a member of the employee's immediate family. The following are considered members of an employee's immediate family: spouse or domestic partner, father, mother, child, grandchild, sister, and brother. Employees shall be granted up to three (3) days bereavement leave with pay in the event of the death of a father-in-law, mother-in-law, or grandparent. Employees shall be granted an absence of one (1) day with pay in the event of the death of a sister-in-law or brother-in-law.

(b) Eligibility for Bereavement Leave ends two (2) weeks after the passing of the employee's family member. An employee's request for time off beyond the two week period, relating to bereavement, shall not be unreasonably denied.

15.2 Jury Duty

An employee who is called to jury duty shall be entitled to leave. Said employee shall be paid the difference between his regular pay and the compensation for jury duty received from a court. An employee called to jury duty shall be required to present a statement issued and signed by the clerk of court stating the number of days the employee was on jury duty and the compensation paid. An employee who regularly works night shift shall be entitled

to leave and compensation for any shift for which they are scheduled beginning the evening of a day in which they have served on jury duty.

ARTICLE 16 LEAVES OF ABSENCE

16.1 Unpaid Leave

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

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

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

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

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

(b) **Military Leave.** Employees will be granted military leaves of absence in accordance with applicable laws. In addition, employees will be granted leaves of absence without pay to attend National Guard, U.S. Reserve training camps, and other similar involuntary military obligations. If required by military reserve duty (other than the normal monthly commitment or volunteer duty), up to eight (8) hours of military duty per week will count towards the forty (40) hours requirement for the Temple overtime policy.

(c) Union Business. A leave of absence for a period not to exceed one (1) year shall be granted to employees with at least one (1) year of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of Temple or a particular department or division. In no event shall the number of employees on this leave exceed two (2) at any one time. Upon return, an employee shall be entitled to return to his former position at his former rate of pay plus any contractual increments, if the position is vacant or has been filled by a temporary or probationary employee. In the event that the former position is not vacant as heretofore defined, then the said employee shall be returned to a comparable position, if available; otherwise, an employee shall be able to exercise the recall rights specified in this Agreement.

(d) Other Leaves. A leave of absence for any employee may be approved by the department head and the Office of Human Resources for a period not in excess of thirty (30) days, and may be renewed upon application to and approval by Temple.

(e) Educational Leave. With the permission of Temple, educational leaves to further professional growth and advancement shall be granted for up to twelve (12) months with no loss of seniority, classification or other bargaining unit rights. An employee returning from an unpaid leave of absence shall be returned to their former position, provided such position is vacant. If the position is not available the employee shall be returned to an open position within the bargaining unit for which he/she is qualified. If there are no open positions for which the employee is qualified the recall provisions of this agreement shall apply.

Employees shall be entitled to apply for pool status during an educational leave. Requests for educational leave shall not be unreasonably denied.

16.2 While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. An employee shall accrue seniority subject to the provisions of Article 7. During such leaves of absence all benefits shall cease, unless the employee is able to make arrangements for paying the full cost of such benefits. As a condition of reinstatement following a leave of absence for illness, Temple may require the employee to receive the approval of the employee health service physician.

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

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

**ARTICLE 17
PAST PRACTICES**

17.1 All past practices are hereby eliminated, except as specifically incorporated in this Agreement.

**ARTICLE 18
MISCELLANEOUS**

18.1 College Tuition

Employees shall be entitled to receive the tuition remission/reimbursement benefits in accordance to the TUHS policy with the understanding that Temple has the sole right to change the policy. If Temple changes the policy it shall meet and discuss with the Union in advance if so requested.

18.2 Recreational and Cultural Facilities

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

18.3 Uniform Allowance

A thirteen dollar (\$13.00) per month maintenance allowance will be paid to an employee for clothing where required.

Employees in Color by Discipline uniform scrub program shall continue to wear their applicable designated color scrubs which they shall purchase and maintain using their uniform allowance.

Employees utilizing the ScrubX machine exclusively or who are provided with lab coats without a scrub requirement will not be entitled to a uniform maintenance allowance.

18.4 Temple will require Mandatory Direct Deposit for all bargaining unit employees.

18.5 (a) Random Drug and Alcohol testing shall be conducted in accordance with TUHS policy which may change from time to time, except as follows. Upon ratification random drug testing shall be conducted annually on ten percent (10%)

of the employees subject to random testing.

(b) An employee who enrolls in the Commonwealth of Pennsylvania Professional Health Monitoring Programs' (PHMP), Voluntary Recovery Program (VRP) prior to testing may be eligible to return to practice with narcotic administration restrictions under the following conditions:

1. Without undue hardship, Temple can accommodate the employees return to work. An accommodation(s) may include temporary reassignment for the duration of the restriction and/or employees schedule adjustments to accommodate the restriction.
2. The employee must provide their immediate manager, the Associate Hospital Director of Human Resources and the Occupational Health Services with a copy of the VRP Consent Agreement with the licensing board.
3. The employee must maintain enrollment in good standing in the PHMP Voluntary Recovery Program.
4. The employee understands the practice restrictions will be communicated on a need to know basis.

(c) Any employee taking a prescribed controlled drug or a known potentially sedating medication that they believe will or might impair their ability to perform safely must submit a written report from the Prescriber to Temple Occupational Health and receive clearance before he/she is permitted to work. This report shall contain the names of the medication(s), dosages and duration of treatment as well as a statement documenting the Prescriber's recommendation of the medication(s) in view of the sensitive nature of the employee's work. Temple will maintain the confidentiality of any prescription information reported by an employee or Prescriber pursuant to this provision and will not publicize the reason for any employee's removal from work under this provision.

ARTICLE 19 GRIEVANCE PROCEDURE

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

Step 1 An employee having a grievance, and his/her local unit delegate, if requested, shall discuss it with his/her immediate supervisor within ten (10) business days after it arose or should have been known to the employee. Temple shall give its response through the supervisor to the employee and his/her

local unit delegate, if requested, within ten (10) business days after the presentation of the grievance.

Step 2 If the grievance is not settled in Step 1, the grievance may, within ten (10) calendar days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2 they shall be reduced to writing on grievance forms provided by Temple signed by the grievant and his/her local unit delegate and will reflect the nature of the grievance, the related contract provision and the remedy sought. The grievance form will be presented to the Department of Labor Relations to be assigned a number and forwarded to the Department Head or designee.

A grievance so presented in Step 2 shall be answered by the department director in writing within ten (10) business days, or at the request of either party a hearing may be held within ten (10) business days after its presentation. If a hearing is held the grievance shall be answered within ten (10) business days following the hearing.

Step 3 If the grievance is not settled in Step 2, the grievance may, within ten (10) business days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the Office of Labor Relations. Business Days exclude Saturday, Sunday and holidays observed in this Agreement.

The Offices of Labor Relations shall hold a hearing within 30 calendar days, unless such hearing is waived by either the Union or the Office of Labor Relations with notice to the other party. If the hearing is waived, Labor Relations shall answer the grievance within 10 business days of notification of the waiver. Upon presentation of the grievance, the union shall offer available dates and times for a hearing that shall not be limited to business days. Both parties will offer a minimum of three possible dates and times to hear the grievance. If a hearing is held, the grievance shall be answered within 10 business days following the hearing.

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

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

(b) When a disciplinary interview, or a Human Resources investigatory meeting which could lead to discipline of the interviewee, is scheduled, the hospital shall notify the employee of their right to have an Association representative present at the

meeting. If representation is requested, the employee will be given sufficient time to contact an Association representative.

(c) The union shall be provided with copies of all disciplinary actions. All such notices will be provided in writing. If a Delegate is not present at the issuance of the discipline, the document will be forwarded electronically to the Union at the email address provided to the Labor Relations office.

19.4 An employee who has been suspended or discharged, or the Union on his/her behalf, may file a grievance in writing in respect thereof with the Office of Labor Relations at Step 3 of the foregoing Grievance Procedure. The Union shall be notified within five (5) days after the employee is notified.

19.5 All time limits herein specified may be extended by mutual agreement in writing. Extension requests in connection with the second step shall be initiated to and from the Grievance Chair and the relevant department head. Extension requests in connection with the third step shall be initiated to and from the PASNAP Staff Representative and the Labor Relations Department.

19.6 Any disposition of a grievance from which no appeal is taken within the time limits specified herein, shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

19.7 A grievance, which affects a substantial number or class of employees, may initially be presented at Step 2 or Step 3 by the Union. The grievance shall then be processed in accordance with the Grievance Procedure.

19.8 Union participants at the third step grievance hearing may include, in addition to the grievant, his or her Delegate and the grievance chair and fact witnesses to the events, if any. Hearings for all grievances shall be held at mutually agreeable times. If such agreed upon time occurs during the working hours of a grievant, his or her delegate, or the grievance chair, the hospital will make reasonable efforts to release the employees from work for the purpose of the hearing. The union shall provide to the hospital in advance of the hearing, the names of all anticipated union participants who are requested.

If the grievance is a class action grievance concerning the application of contract language, members of the class shall be permitted to attend (operational needs permitting). Release shall be limited to one (1) employee from each affected department.

The Union may designate, in addition, one (1) delegate orientee to attend any grievance hearing as an observer while not on work time. Attendance in the role of orientee shall be limited to three (3) hearings for any delegate. A delegate

orientee may not participate in any way at the hearing nor may be considered a witness in any other proceeding pertaining to the grievance attended.

ARTICLE 20 ARBITRATION

20.1 (a) A grievance, which has not been resolved, may, within thirty (30) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by Temple or the Union to the arbitration panel selected by the parties, in accordance with the process below.

(b) Prior to appealing to arbitration, by mutual agreement Temple and the Union may request Mediation to resolve the grievance.

20.2 The fees and expenses of the arbitrator and for hearing transcripts shall be borne equally by the parties.

20.3 The award of an Arbitrator hereunder shall be final, conclusive and binding upon Temple, the Association and the employee.

20.4 The arbitrator shall have jurisdiction only over grievances after completion of the grievance procedure and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

20.5 If the discipline, suspension or discharge of an employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial to either party. The term "patient" for the purposes of this Agreement shall include those seeking admission and those seeking care or treatment as well as those already admitted.

20.6 Employees and the Hospital will make efforts to arrange schedules to allow a grievant to attend arbitration on their own behalf. If such request by the grievant is made at least three (3) weeks prior to the arbitration hearing, such arrangement shall be made by adjusting the employee's work schedule. If the employee does not wish to rearrange their work schedule, they shall be permitted to use a personal or vacation day or take the day without pay. In the event of a night shift employee, they shall be released from the shift before or after the arbitration, as appropriate. If a hearing requires multiple days, and schedules cannot be adjusted, due to short notice of a subsequent date, the Hospital will make every effort to release the grievant including or rescheduling of other employees.

20.7 Expedited Arbitration

- a. The parties agree to maintain a panel of no less than six (6) arbitrators. The parties can mutually agree to expand the panel if necessary based on the volume of cases and availability of arbitrators.
- b. In the event one of the panel arbitrators resigns, an arbitrator is removed from the panel, or one or more arbitrators are added to the panel, the new arbitrator shall be selected by the following process. Within thirty (30) days of the vacancy, each party will submit to the other three names for consideration. All arbitrators on the list must be members of the National Academy of Arbitrators and the American Arbitration Association. Each party may strike any names from the other's list without restriction. If there is one name in common, that individual shall be invited to serve on the panel. If there are two names in common, they will be invited in alphabetical order. If none of the invited arbitrators accept, the process will be repeated. If there is no name in common on the lists, this process will be repeated up to three times. If no mutually agreeable name is selected, the parties shall request a list of five arbitrators from the American Arbitration Association, excluding all individuals previously struck. The arbitrators shall be ranked, and the one with highest average ranking will be appointed.
- c. The parties may mutually agree to remove any arbitrator at any time. Between May 1 and June 1 of the second year of the agreement, either party may elect to remove one arbitrator from the panel by providing notice to the other. The arbitrator shall not be informed of the party choosing to remove the arbitrator. The arbitrator shall continue to serve on cases already assigned before the date of removal unless the parties agree otherwise or the arbitrator asks to be removed. Arbitrators removed shall be replaced by the parties in the manner described above.
- d. If no cases are scheduled on an arbitrator's prescheduled date, the arbitrator will be notified three (3) weeks in advance of the prescheduled date to avoid cancellation charges. If cancellation occurs within three weeks of the date, the parties will share in the cost of the cancellation fee.
- e. Once an arbitrator has been assigned, he/she shall retain jurisdiction over the case and future dates for continued cases. The arbitrators and the hearings shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association and this article.

- f. No later than September 30 of each year, the parties will determine arbitration dates for the following calendar year, rotating the arbitrators on the panel in securing pre-scheduled dates.

- g. Cases will be scheduled for arbitration on the pre-scheduled dates in the order in which the original grievance was filed , provided that: (1) discharge cases will be given priority and scheduled before any other cases for the first available date, (2) discipline cases, including discharge cases, will be scheduled for dates no less than 30 days from the date of the appeal to arbitration, (3) contract interpretation cases will be scheduled for dates no less than 60 days from the date of the appeal to arbitration. Once a grievance has been assigned to a pre-scheduled date, another grievance may not be assigned to that date without a minimum of 60 days' notice and mutual agreement of the parties.

20.8 The parties will jointly provide a full day orientation on Just Culture to the members of the panel, taught by a certified trainer appointed by Outcome Engenuity.

ARTICLE 21 NO STRIKE OR LOCKOUT

21.1 During this Agreement, the Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, slow-down, cessation, stoppage or picketing, where the object of such picketing is to cause any employee of Temple to strike, slow-down, cease, stop or interrupt his or her work or otherwise boycott, or otherwise interfere with the operations of Temple or to cause an employee of any other employer to strike, slow-down, cease providing services to, or interrupting or interfere with the operations of Temple or any other Temple University Health System entity.

21.2 The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any picketing (as defined in Section 1), strike, sit-down, slow-down, cessation or stoppage or interruption of work, boycott, or interference with the operations of any other Temple University Health System entity, where such picketing, strike, sit-down, slow-down, cessation or stoppage or interruption of work, boycott or interference with the operations is in violation of a collective bargaining agreement covering the employees of any other Temple facility or is otherwise illegal.

21.3 In addition to any other liability, remedy or right provided by applicable law or statute, should a picket (as defined in Section 1), strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of Temple or of other Temple University Health System entity during the term of this Agreement occur, the Union, within twenty-four (24) hours of a request by Temple, shall:

(a) Publicly disavow such action by the employees.

(b) Advise the Office of Labor Relations and Human Resources Department of Temple in writing that such action by employees has not been called or sanctioned by the Union.

(c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

(d) Post notices at Union bulletin boards advising that it disapproves such action, and instructing employees to return to work immediately.

21.4 Temple will not lock out employees during the term of this Agreement.

21.5 Prior to engaging in any lawful strike or picketing activity the Union agrees to give Temple at least ten (10) days written notice of its intention to engage in such activity.

ARTICLE 22 RESIGNATION

22.1 An employee who resigns shall give Temple three (3) weeks advance written notice. No accumulated paid sick time may be used after resignation is submitted.

ARTICLE 23 PERSONNEL PRACTICES

23.1. Just Culture and Discipline

Infractions on an employee's record shall be cleared in accordance with the TUHS Corrective Action/Discipline policy.

(a) The parties agree that it is in the best interests of the bargaining unit and Temple to maintain operational efficiencies and appropriate patient outcomes without the need for discipline. To that end, the parties recognize that the Just Culture community model has been demonstrated to have a positive impact on employee morale, while also having a measurable, cost-effective impact on improving patient outcomes and reducing errors. Accordingly, the

parties agree to employ the Just Culture community model and incorporate its algorithm into the disciplinary procedure applicable to the bargaining unit.

(b) Should an employee not be suspended during the investigation step, the parties agree that the absence of a “suspension pending investigation” does not determine whether there should be discipline or the level of discipline.

(c) Step 3 grievances shall be scheduled for ninety (90) minutes so the parties to the Step 3 can discuss their respective views on how Just Culture should impact the outcome of the case.

(d) The parties agree that Just Culture does not apply to Attendance and Lateness discipline.

23.2 Personnel Evaluations

Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of an employee shall be performed by his immediate supervisor and signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation. Any employee who is aggrieved by the content of such evaluation shall have the right to place a written response in his/her personnel file. This section shall not be subject to the grievance and arbitration process.

23.3 Access to Personnel Files

Any employee and/or the Union, with the employee's written consent, shall have the right to review the contents of the employee's personnel file to determine any matter affecting such employee; however, the foregoing shall not apply to any pre-employment materials.

Notice to review such files shall be given by the employee or the Union in writing to Temple and the files shall be made available by Temple within four (4) working days after receipt of such notice. The Union agrees not to utilize this right in an abusive or excessive manner.

23.4 Investigations

The Hospital may suspend an employee without pay during an investigation for up to five (5) business days. If the Hospital is not prepared to make a determination at that point, any remaining suspension shall be with pay. Return to paid status shall not prejudice the Hospital's rights in grievance and arbitration. This limitation shall not apply if the bargaining unit member is uncooperative or unavailable during the investigation or where criminal charges

have been filed with the Police Department, District Attorney's Office or U.S. Attorney's Office that would constitute a felony. If no arrest or indictment occurs within six (6) months of filing charges, the employee will be reimbursed for regular pay lost beyond the first five (5) scheduled days.

23.5 Surveillance / Audio and Visual Recording

The hospital agrees that the installation of video surveillance cameras is intended for safety and security of the hospital grounds, patients and staff and are not intended to be used to surveil staff in order to initiate discipline. If video records are reviewed during investigation which could lead to discipline; such videos will be share with the Union. The employer shall furnish the Union with a list of all video cameras installed as of the date of execution of this agreement and shall notify the Union when and if cameras are added. Cameras shall not be placed in breakrooms intended primarily for the use of staff.

ARTICLE 24 MANAGEMENT RIGHTS

24.1 The management of Temple's operations and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved, the right to hire, discipline or discharge employees for cause, to transfer, promote or relieve employees from duty because of lack of work or other reasons, the maintenance of discipline, order and efficiency, the right to establish, revise, maintain and enforce reasonable work standards and schedules, to make from time to time and enforce reasonable work rules, to introduce new work methods and facilities, and to change or eliminate existing methods whether or not the same causes any reduction in the working force, or reorganize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in Temple; provided that this section will not be used for the purpose of discriminating against any employee on account of membership in the Union. The rights of management are limited only as expressly limited by the language of this Agreement.

ARTICLE 25 SEPARABILITY

25.1 This Agreement is subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders or regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of

such law or regulations, so long as same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 26
HEALTH AND WELFARE

26.1 Medical and Prescription

(a) Upon enrollment at the Department of Human Resources, all active full time employees and their eligible dependents shall become eligible on the first day of the next month following their date of employment for a medical and prescription drug plan. Employees shall contribute to the cost of the selected health plan (including prescriptions) on a pre-tax basis for single or family coverage at the contribution rate determined for the selected plan. TempleCare shall be ten percent (10%) of the monthly premium, Advantage Plan shall be twenty percent (20%) of the monthly premium, and High Option plan shall be twenty-five percent (25%) of the monthly premium. Plan rates are subject to change at the beginning of the plan year. The plan year is the calendar year.

(b) Current plan designs include TempleCare, Temple Advantage and High Option. Temple reserves the right to change the plan design; however in the event Temple chooses to change the plan design, it will provide options with comparable benefits to the plans identified above. Prior to the introduction of new plan designs, Temple will meet and discuss plan changes with the Association at least ninety (90) days prior to such changes if so requested.

(c) Employees and their eligible dependents enrolled in medical coverage shall be covered by a prescription drug plan where the employee co-pays equals fifteen percent (15%) towards the cost of generic prescription drugs, twenty percent (20%) towards the cost of Brand Name drugs on the Performance Drug list, and thirty-five percent (35%) toward the cost of all other Brand Name drugs not on the Performance Drug list. Each covered employee and dependent is subject to a calendar year maximum of \$1,000 per person with a family maximum of \$2,500 per year. The Dispensed as Written penalty (DAWP) shall not be considered a co-pay within the meaning of this article.

(d) All new enrollees after the effective date of this contract shall be required to complete a Personal Health Profile as a condition of enrollment.

(e) Affordable Care Act

TUHS will comply with the various provisions of the Patient Protection Affordable Care Act as it relates to its part-time and pool employees, in general and specifically covered by this agreement. TUHS shall calculate the “look-back” period each year to determine the employees deemed by the act to be eligible for

medical/prescription benefits. This look back period shall be the pay period that includes hours paid for the pay period coincident with or next following January 1 through the last pay date in October each year. If it is determined that TUHS is in overall compliance with the act without offering medical coverage to this group in general, there shall be no obligation to offer the coverage to the employees covered by this agreement.

If TUHS must offer coverage to such employees, it shall not exclude employees covered by this agreement.

Employees deemed as eligible shall be so notified and have the opportunity to enroll during the normal open enrollment period with coverage effective for January 1 following the enrollment. Eligible employees have the same medical plan employee contributions as part-time employees.

Eligibility to remain in the plan will extend until the end of the next look back period as long as employee continues to earn wages that will cover the employee contributions. Employees without such earnings will be offered to continue coverage through COBRA.

26.2 Vision Care

Effective the first of the month following employment, eligible non-probationary bargaining unit employees shall be enrolled in the Temple Vision Care Program. Booklets explaining Vision Care benefits will be issued to employees.

26.3 Part-Time Employees

(a) Except where otherwise indicated in this agreement, regular part-time employees hired at twenty (20) or more hours per week are eligible for the Temple benefit programs (medical and prescription, vision, dental) and shall pay the same biweekly contribution amount as full-time employees for single coverage, plus the difference between the premium for single and family coverage for employees electing family coverage for all benefits where family coverage is offered.

(b) Part-time employees covered by the bargaining agreement as defined above shall be eligible on a pro rata basis for the following benefits: holidays, vacation, paid sick leave, funeral leave and jury duty.

26.4 Life Insurance

(a) Eligible members of the bargaining unit shall be given ten thousand dollars (\$10,000) in life insurance and accidental death and dismemberment insurance (double indemnity in case of accidental death or dismemberment) at no cost to the member effective with his/her date of hire.

(b) Eligible employees shall be given the opportunity to purchase voluntary supplemental term life insurance at the prevailing rate equal to one and one half (1½) times, two (2) times, three (3) times, four (4) times or five (5) times his/her base salary up to a maximum of one million dollars (\$1,000,000) in addition to the non-contributory life insurance. Such coverage shall be rounded up to the next thousand dollars. Amounts selected by the employee in excess of three (3) times salary or \$500,000 are subject to underwriting by the insurance company. Such coverage shall be rounded up to the next thousand dollars. The amount of additional insurance coverage shall be increased automatically to take base salary increments into account on the effective date of such increments.

(c) Employees not currently enrolled in this program or employees requesting increases to the current level of coverage are subject to the insurability provisions when electing any amount of coverage.

26.5 Dental

Eligible employees and their legally dependent spouses and children may enroll in the TUHS Dental Program. The employee contribution for dental insurance shall be twenty-five percent (25%) of the premium of the coverage and plan elected on a pre-tax basis effective. Temple shall pay the remaining seventy-five percent (75%) of the premium. The current plan is identified as United Concordia Plan 848776000. In the event Temple chooses to change the carrier it will maintain similar benefits to this plan.

26.6 Disability

(a) Eligible employees may purchase long-term disability insurance to cover sixty percent (60%) of his/her monthly salary up to a maximum benefit of \$10,000 per month following a 180-day elimination period.

(b) If accepted by the insurance carrier for disability benefits payable under this program, Temple will maintain its core benefit programs (medical, prescription, basic life, dental, vision, and employer-sponsored pension) at no premium cost to the employee for the duration of disability payment. Per the terms of the policy, the duration of the disability payment shall be limited to the earlier of the determination that the employee is fit to resume gainful employment, retirement or age 65, whichever comes first.

(c) The employee contribution for LTD coverage is based on base annual salary level; employees earning below \$40,000, \$40,001 through \$60,000 and greater than \$60,000. The contribution will be determined based on the premium in effect on July 1 each year. The premiums are actuarially determined to maintain the Hospital cost of 50% of the total program.

(d) The current carrier of the LTD plan is identified as CIGNA Policy LK-960850. In the event Temple chooses to change the carrier it will maintain similar benefits to this plan.

26.7 Post Retirement

(a) The current policy for employees enrolled as of October 1, 1999 in the Post Retirement Benefit Pre-Funding Plan shall remain in effect.

(b) Employees hired prior to October 1, 1999 who are not currently enrolled in the Post Retirement Benefit Pre-Funding Plan shall be eligible to enroll in the Plan under Temple University Hospital/Temple University Children's Medical Center's current policy with the following contribution rates: Single 20%, Spousal 60%.

(c) Employees hired after September 30, 1999 shall not be eligible for the Post Retirement Benefit Pre-Funding Plan.

26.8 Carrier Changes

Temple reserves the right to change carriers under this Article at any time. Prior to changing carriers, Temple will meet and discuss the change with the Union if so requested.

26.9 Sickness and Accident. Temple shall provide its Sickness and Accident plan of one hundred ninety dollars (\$190) per week for eighteen (18) weeks for non-probationary full time employees. This benefit will take effect January 1, 2020.

ARTICLE 27 PENSION

27.1 Contributory Defined Contribution Retirement Plan

(a) Effective January 1, 2007, participation in this voluntary plan requires employees to contribute 4.5% of base wages. Temple will match the

employees' four and one-half percent (4.5%) contribution in accordance with the following:

<u>Years of Participation in Plan</u>	<u>Temple Contribution</u>
Beginning January 1, 2007	
Less than 3	4.5%
At least 3 but less than 5	5.0%
At least 5 but less than 7	6.5%
7 or more	8.5%

(b) Vesting for this plan is three (3) years of service where the employee has worked at least 1000 hours per year. Vesting credit received by employees under the Temple's former plans or Temple University Health System retirement plans will be applied toward this plan.

(c) New full-time employees are eligible to participate in this plan on the first of the month following the employee's month of hire. Participation is contingent upon the employee's completion and delivery of the appropriate enrollment forms to the Human Resources office.

(d) Effective January 1, 2017, all part-time employees scheduled 20 hours or more per week are eligible to participate in this plan on the first of the month following the employee's month of hire. Participation is contingent upon the employee's completion and delivery of the appropriate enrollment forms to Human Resources.

(e) Part-time employees scheduled fewer than 20 hours per week and pool may elect to contribute to this plan however, Temple will make its contribution to part-time (scheduled fewer than 20 hours per week) and pool employees' accounts the following year as soon as administratively feasible once Temple certifies each eligible employee worked 1000 hours.

(f) Employees currently enrolled and grandfathered in the current contributory plan with an employer contribution of 8.5% shall remain grandfathered in the new plan.

27.2 Tax Deferred Annuity Plan Change

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

27.3 The Hospital reserves the right to change the carriers under the Voluntary Contributory Defined Contribution retirement plan as well as carriers under the

Tax Deferred Annuity Plan. The Hospital agrees to meet and discuss any changes with the Union prior to implementation.

ARTICLE 28
EDUCATION

28.1 Temple shall continue to provide meaningful in-service education to all employees. In the event an employee is required to attend such in-service sessions, such employees shall be paid the applicable rate. Require attendance shall be considered as time worked in the computation of overtime.

28.2 During each calendar year, Temple shall make available funds towards the payment of fees for conferences and seminars for those positions which require continuing education units to maintain their registration, certification or licensure.

(a) Whenever possible, employees shall avail themselves of on-line, in-house and no-fee continuing education opportunities and/or required to keep their licenses/certifications active and current. Before participating in on-line continuing education sessions at work, the employee must secure his/her manager's permission.

(b) There shall be no charge to employees for continuing education credits obtained through programs, courses, seminars or conferences provided by Temple.

(c) Overall compliance with licensure and certification renewal is the responsibility of the employee.

(d) Conference registration request shall be submitted at least eight (8) weeks in advance. Confirmation of approval will be emailed to the employee within 7 days of application. Conference fees will be paid in advance. Late requests may be honored at the discretion of the department, however if approved, payment may be reimbursed rather than paid in advance. Requests shall not be unreasonably denied.

(e) For full-time and part-time employees whose positions require continuing education units to maintain their registration, certification or licensure, TUH shall make available the following resources for payment of conference registration fees:

DEPARTMENT	Amount available per year for payment of conference and seminar registration fees
Pharmacy (Pharmacists and Pharmacy Techs)	Up to \$6000 per year
Diagnostic Imaging	Up to \$6226 per year
Nuclear Medicine	Up to \$1676 per year
CT	Up to \$2634 per year
Mammography	Up to \$958 per year
MRI	Up to \$1915 per year
IRAD	Up to \$1915 per year
US	Up to \$1120 per year
EEG	Up to \$478 per year
Respiratory	Up to \$6000 per year
Radiation Oncology	Up to \$5000 per year
Bone Marrow Transplant	Up to \$ 1000 per year
Clinical Nutrition	Up to \$ 2400 per year
Trauma	Up to \$500 per year
Physical Therapy	Up to \$5320 per year
Occupational Therapy	Up to \$3300 per year
Therapeutic Recreation	Up to \$250 per year
Psychology/Neuropsychology	Up to \$1000 per year
Speech Language Pathology	Up to \$2500 per year
Cardiac Catheterization Lab	Up to \$1,750 per year
Echo Lab	Up to \$1,000 per year
Vascular Lab	Provided in-house
PFT	Up to \$600 per year
Transplant Social Work	Up to \$2,400
Social Work (Case Management)	Up to \$1,000
Operating Room	Up to \$2000 per year
Point of Care	Up to \$850 per year
Laboratory Services	Up to \$2000 per year
Gastroenterology	Up to \$1500 per year

f) In addition to the above, any employee who is required to maintain NRP certification shall be granted up to 11 hours every two years with pay in order to maintain professional certification.

(g) The above shall not include travel, meals or other expenses.

(h) Employees who attend a conference for which TUH has borne some of the expense may be required to present at a staff meeting on their learning from the conference and to provide to management a copy of any certificate for placement in their personnel file.

(i) Departmental interests such as eligibility of the conference to satisfy continuing education credit requirements, number of employees desiring to attend and availability of coverage shall be considered in determining conference time.

28.3 In addition to the above, Physician Assistants shall be granted up to forty (40) hours per year pro-rated based on weekly hired hours and allowance of up to one thousand seven hundred and fifty dollars (\$1750.00) per year for fees and approved expenses to attend continuing education programs required to maintain professional certification.

28.4 Conference Days

- a) Departments that currently offer conference days will continue to provide them on an equitable basis.
- b) Each pharmacist shall receive up to two conference days to attend approved ACPE live programs of at least four hours duration, provided that the employee provides a completed certification of attendance, and has requested such day in accordance with this article. The conference day shall not be deducted from vacation allowance, nor shall the employee's pay be docked for such days.
- c) A conference day, for the purpose of this article is a day on which the employee is released from work with pay to attend a conference or seminar which provides educational credits necessary for the retention of the employee's license to practice. Conference days shall be no less than on-half the employee's shift in length. Employees may be expected to return to work the same day as a partial day conference.
- d) Each employee who is required to possess a certification or licensure for their job classification will be entitled to one conference day annually paid at his or her straight time rate, in lieu of a regular work day, for an approved conference not required by Temple. Additional paid conference days may be approved.

28.5 Meet and Discuss

In the event that the following concerns arise, the parties agree to meet and discuss in an effort to ensure employee access to education as described above:

- A new classification is created which has requirements for continuing education to maintain a registration, certification or license
- An existing classification has new or additional requirements imposed for continuing education to maintain a registration, certification or licensure
- The union has a concern about the adequacy of funding conferences under this article.

28.6 Preceptors

- Full time and part-time regular staff in the following departments who volunteer may be selected to serve as Preceptors for new employees and employees transferring between or learning specialties within the department or job classification. Preceptors shall receive instructions covering the content of their department orientation program and their role as preceptors. Preceptors assist in new employee orientation and serve as clinical resource persons and role models for new employees.
- Staff who serve as preceptors shall be compensated at a differential of two dollars and fifty cents (\$2.50) per hour while serving as preceptors.
- The following departments have established Preceptor Programs
 - Pharmacy
 - Operating Room
 - Respiratory Department
 - PM&R
 - Social Work
- At the request of either the Hospital or the Union, the parties will meet and discuss other preceptor programs as appropriate.

28.7 Certification Bonus

- Full-time part-time staff that have successfully completed their probationary period may be paid a certification allowance of one thousand (\$1,000.00) per year (five hundred dollars [\$500.00] paid on December 1 and June 1), upon certification/recertification in a clinical specialty. The specialty certification must be germane to the staff member's assigned area of practice and be on the list set forth in Appendix F. To qualify for the allowance, the staff member must provide proof of successful completion of certification requirements. An allowance shall be limited to certification in one area. In order to receive payment, appropriate documentation of

certification and/or recertification must be submitted to the Department Director or designee.

(b) Temple will pay the fee charged to take examinations for certification as approved by the Department Director or designee.

The payments for the certification bonuses shall cap at twenty thousand dollars (\$20,000) per year.

Where certifications are currently a determining factor for placement on the wage scale, such certifications shall not be eligible for a certification bonus. Only one bonus will be paid to an eligible employee, even if that employee has more than one certification. No bonus will be paid for any certification that is required for the position.

ARTICLE 29 POOL AND PART-TIME EMPLOYEES

Bargaining unit pool employees are covered by the provisions of this Article and the provisions of this Agreement unless specifically excluded. The Temple pool guidelines establish the requirements of pool employees and may be changed at the discretion of Temple except as indicated below.

29.1 Nothing herein this Article shall be considered a guarantee of work.

29.2 (a) Based on Hospital needs, a pool employee must work a minimum of two (2) shifts a month. A pool employee who fails to schedule and work the minimum required shifts for four (4) months in each six (6) month period of the calendar year (January 1st to June 30th and July 1st to December 31st) shall be considered a voluntary resignation. For newly hired pool employees, these minimum work requirements will commence on the first full six (6) month calendar year period following their date of hire. Hospital cancellations of scheduled hours will be considered as hours satisfied in meeting the minimum requirement

(b) Pool employees working in a department with regular weekend assignments shall be required to work at least two (2) weekend shifts per month and two (2) holidays per year.

29.3 (a) The pool employee will submit his/her availability in writing per the Department or unit guidelines.

(b) Pool employees are expected to follow all Department rules, regulations and policies and to work the scheduled shift(s) agreed upon. If it is

necessary to cancel a shift, the employee must notify his or her Department no less than forty-eight (48) hours prior to the start of the scheduled shift. Documentation may be required for shifts that are cancelled for illness or unforeseen emergencies.

(c) Temple reserves the right to cancel any scheduled shift. Cancellation may apply to full or partial shift. Cancellation procedure shall apply as in 10.6(c). Notice of cancellation will be given as soon as practical; however efforts will be made to contact the employee at the telephone numbers provided to his or her Department at least two (2) hours in advance of the start of the shift. In the event the pool employee reports to work and no attempts were made to notify him/her of a cancellation the employee shall receive two (2) hours reporting pay.

(d) The opportunity to work will be provided on an equitable basis to all pool employees, excluding those pool employees covering a full-time employee on a continuous leave of absence, who makes themselves available, based on Hospital needs, the availability offered by the pool employee and the competencies of the pool employee where applicable.

29.4 (a) Semi-annually, in January and July, Temple shall provide the Union with a record of the hours worked in each department within the bargaining unit, showing the number of hours worked by full time, part time and pool employees for the previous six (6) months.

(b) In any department and job classification where the total hours worked by pool employees exceeds 6,000 hours annually, Temple shall post sufficient full-time or part-time positions to sufficiently reduce the pool hours below the 6,000 hour threshold. Job postings, if required by this section, shall be made no later than thirty (30) days following the end of the fiscal year. The 6,000 hour threshold shall exclude pool hours worked:

1. on weekends
2. to replace employees on continuous family medical leave, provided that the Hospital provides the name any individual who specifically covers a leave of four (4) weeks or more covering a leave under Sec. 10.2(a)
3. to fill in for vacancies that have been posted, for up to three months from the initial date the job is posted. The Union shall be advised when such coverage is initiated.

Departments that hire full-time or part-time positions to reduce the pool hours below the 6,000 hour threshold shall be credited for such hours in the determination of positions that need to be posted to fulfill 29.4 (b).

In the event a department posts a position during the course of the fiscal year to offset pool utilization during that year, the department will provide to the union the following information:

1. Pool utilization during the fiscal year up to the time of posting of the position
2. Projected pool utilization for the balance of the year, assuming the position is filled within 30 days of posting
3. Documentation that the position increases the number of budgeted full time / part-time positions in the department.

Provided this information is provided, the equivalent number of hours worked by the position for the position of the fiscal year prior to the filling of the new position will be deducted from the total hours considered in the review at the conclusion of the fiscal year.

29.5 (a) Part-time employees covered by this agreement as defined above shall accrue vacation time and sick time based on their actual hours worked up to thirty six or forty hours per week, based on the standard work week of the unit in which they work.

(b) At no time shall more than fifteen percent (15%) of bargaining unit employees may be classified as part-time employees.

No current full-time employees shall be required to reduce hours, transfer or in any other way involuntarily change their status to accommodate the establishment of part-time positions.

ARTICLE 30 SUCCESSORSHIP

In order to ensure continuity of care and stability of services, Temple University Hospital shall provide the union with ninety (90) days' notice of any potential sale or merger of the hospital. Upon giving such notice, TUH shall meet with the union to present its plans and receive feedback regarding its plans and the potential impact on the community.

In order to further ensure stability and continuity of care, TUH shall require as a condition of any merger or sale of the hospital that the prospective acquirer or merging entity make a written commitment to recognize the unions (TUHNA &

TAP) and assume their contracts. TUH agrees that no sale or merger may proceed without such written guarantees.

ARTICLE 31
DURATION OF AGREEMENT

30.1 This Agreement shall be effective October 1, 2019 and shall continue in full force and effect up to and including September 30, 2022 and shall continue in full force and effect thereafter unless and until either of the parties hereto shall give to the other party notice in accordance with the applicable law.

WITNESS WHEREOF, the parties hereto have duly executed these presents as of the day and year first above written.

/s/ Carlos Aviles, President
/s/ Mike Fadel, Staff Representative
/s/ Jerry Silberman, Staff Representative
/s/ Celeste Bevans, Vice President
/s/ Selena Hodge, Political Chair
/s/ Sonya Millican, Grievance Chair
/s/ Terri Stofer, Treasurer
/s/ Paige Helledy, Secretary
/s/ Richard Nixon, Executive Board
/s/ Roberta Hickman, Executive Board
/s/ George Stathakis, Co- Political Chair
/s/ Whitney Strickland, Executive Board
/s/ Lacy Duke, Executive Board
/s/ Obafemi Matti, Executive Board
/s/ Corriette Boyles, Executive Board
/s/ Annmarie Brooks
/s/ Gwen Brown
/s/ Joanna Cannon
/s/ Karen D'Adamo
/s/ Lauren Del Giorno
/s/ Paula Dennis
/s/ Eleni Egras
/s/ Nakia Faison
/s/ Jennifer Gwiczsz
/s/ Tina Heilman
/s/ Ian James
/s/ Michael Lacovara
/s/ Christine Lattanze
/s/ Jenny Louie
/s/ Kelly Magrann
/s/ Michael McCrory
/s/ Milton McManus
/s/ Sabrina Nixon
/s/ Jamelia Norton
/s/ Rachelle Pretz
/s/ Christina Ramos
/s/ Genci Sali
/s/ Robert Sanchez
/s/ Charlene Scott
/s/ Lisa Serrano
/s/ Robin Strohm
/s/ Erin Terreson
/s/ Jane Thomas
/s/ Amber Trowell

/s/ John Lasky
Vice President, Human Resources, TUHS

/s/ Cheryl DeVose
Director, Employee and Labor Relations, TUH

/s/ Albert L. D'Attilio
Manager, Employee and Labor Relations, TUH

/s/ Abhinav Rastogi
SVP, Professional Services

/s/ Glen Bianchini
Chief of Pharmacy

/s/ Ron Zink
VP, Radiology / Oncology

/s/ Paul Samuel
Manager, Respiratory Care

/s/ Sean Koger
Senior Nurse Manager

APPENDIX A - PROFESSIONAL WAGE SCALE

			<i>Effective First Full Pay Period of Month</i>		
TITLE	Grade	YEARS	October 2019 2%	October 2020 2%	October 2021 2%
PROF. MEDICAL INTERP	P01	0 - 2	\$ 24.00	\$ 24.48	\$ 24.97
		2 - 5	\$ 24.77	\$ 25.27	\$ 25.78
		5 - 10	\$ 25.76	\$ 26.28	\$ 26.81
		10 - 15	\$ 25.87	\$ 26.39	\$ 26.92
		15 - 20	\$ 26.31	\$ 26.84	\$ 27.38
		20+	\$ 26.86	\$ 27.40	\$ 27.95
PATIENT EXPERIENCE REP LEAD PROFESSIONAL MEDICAL INTERPRETER LEAD TRANSLATION SPECIALIST /PMI	P02	0 - 2	\$ 25.18	\$ 25.68	\$ 26.19
		2 - 5	\$ 25.88	\$ 26.40	\$ 26.93
		5 - 10	\$ 26.56	\$ 27.09	\$ 27.63
		10 - 15	\$ 27.11	\$ 27.65	\$ 28.20
		15 - 20	\$ 27.69	\$ 28.24	\$ 28.80
		20+	\$ 28.23	\$ 28.79	\$ 29.37
SOCIAL WORKER I THER REC SPEC CERT	P03	0 - 2	\$ 27.61	\$ 28.16	\$ 28.72
		2 - 5	\$ 29.07	\$ 29.65	\$ 30.24
		5 - 10	\$ 30.43	\$ 31.04	\$ 31.66
		10 - 15	\$ 30.82	\$ 31.44	\$ 32.07
		15 - 20	\$ 31.25	\$ 31.88	\$ 32.52
		20+	\$ 31.78	\$ 32.42	\$ 33.07
DIETITIAN CLIN REG ELIGIBLE SOCIAL WORKER II	P04	0 - 2	\$ 30.83	\$ 31.45	\$ 32.08
		2 - 5	\$ 34.14	\$ 34.82	\$ 35.52
		5 - 10	\$ 34.82	\$ 35.52	\$ 36.23
		10 - 15	\$ 35.20	\$ 35.90	\$ 36.62
		15 - 20	\$ 35.63	\$ 36.34	\$ 37.07
		20+	\$ 36.16	\$ 36.88	\$ 37.62
MEDICAL TECHNOLOGIST SURG ASST NON-CERT	P05	0 - 2	\$ 34.14	\$ 34.82	\$ 35.52
		2 - 5	\$ 34.82	\$ 35.52	\$ 36.23
		5 - 10	\$ 35.51	\$ 36.22	\$ 36.94
		10 - 15	\$ 36.09	\$ 36.81	\$ 37.55
		15 - 20	\$ 36.66	\$ 37.39	\$ 38.14
		20+	\$ 37.19	\$ 37.93	\$ 38.69
CODING ANALYST	P06	0 - 2	\$ 32.64	\$ 33.29	\$ 33.96
		2 - 5	\$ 35.88	\$ 36.60	\$ 37.33
		5 - 10	\$ 36.54	\$ 37.27	\$ 38.02
		10 - 15	\$ 36.92	\$ 37.66	\$ 38.41
		15 - 20	\$ 37.35	\$ 38.10	\$ 38.86
		20+	\$ 37.89	\$ 38.65	\$ 39.42
EXERCISE PHYSIOLOGIST SR CERT SURGICAL ASST TRANSPLANT SOCIAL WORKER CANCER CENTER SOCIAL WORKER	P07	0 - 2	\$ 35.88	\$ 36.60	\$ 37.33
		2 - 5	\$ 37.87	\$ 38.63	\$ 39.40
		5 - 10	\$ 38.53	\$ 39.30	\$ 40.09
		10 - 15	\$ 38.91	\$ 39.69	\$ 40.48
		15 - 20	\$ 39.34	\$ 40.13	\$ 40.93
		20+	\$ 39.87	\$ 40.67	\$ 41.48

APPENDIX A - PROFESSIONAL WAGE SCALE

			<i>Effective First Full Pay Period of Month</i>		
TITLE	Grade	YEARS	October 2019 2%	October 2020 2%	October 2021 2%
LEAD MEDICAL TECHNOLOGIST	P07	0 - 2	\$ 37.87	\$ 38.63	\$ 39.40
		2 - 5	\$ 37.87	\$ 38.63	\$ 39.40
		5 - 10	\$ 37.87	\$ 38.63	\$ 39.40
		10 - 15	\$ 38.91	\$ 39.69	\$ 40.48
		15 - 20	\$ 39.34	\$ 40.13	\$ 40.93
		20+	\$ 39.87	\$ 40.67	\$ 41.48
DIETITIAN-CLINICAL	P08	0 - 2	\$ 34.14	\$ 34.82	\$ 35.52
		2 - 5	\$ 38.53	\$ 39.30	\$ 40.09
		5 - 10	\$ 39.22	\$ 40.00	\$ 40.80
		10 - 15	\$ 39.85	\$ 40.65	\$ 41.46
		15 - 20	\$ 40.28	\$ 41.09	\$ 41.91
		20+	\$ 40.82	\$ 41.64	\$ 42.47
CYTOTECHNOLOGIST HLA TECHNOLOGIST FLOW CYTOMETRY TECHNOLOGIST	P09	0 - 2	\$ 35.88	\$ 36.60	\$ 37.33
		2 - 5	\$ 37.20	\$ 37.94	\$ 38.70
		5 - 10	\$ 39.24	\$ 40.02	\$ 40.82
		10 - 15	\$ 41.14	\$ 41.96	\$ 42.80
		15 - 20	\$ 41.55	\$ 42.38	\$ 43.23
		20+	\$ 42.11	\$ 42.95	\$ 43.81
CLINICAL DIETITIAN SPEC CERTIFIED HLA TECHNOLOGIST	P11 CDS/HLA Only	0 - 2	\$ 42.19	\$ 43.03	\$ 43.89
OCCUP THERAPIST PHYSICAL THERAPIST SPEECH PATHOLOGIST CLINICAL DIETITIAN SPEC CERTIFIED HLA TECHNOLOGIST	P11	0 - 2	\$ 38.53	\$ 39.30	\$ 40.09
		2 - 5	\$ 42.88	\$ 43.74	\$ 44.61
		5 - 10	\$ 43.55	\$ 44.42	\$ 45.31
		10 - 15	\$ 44.24	\$ 45.12	\$ 46.02
		15 - 20	\$ 44.93	\$ 45.83	\$ 46.75
		20+	\$ 45.47	\$ 46.38	\$ 47.31
LEAD OCC THERAPIST LEAD PHYSICAL THERAPIST LEAD SPEECH PATHOLOGIST CERTIFIED HLA SPECIALIST	P12	0 - 2	\$ 40.45	\$ 41.26	\$ 42.09
		2 - 5	\$ 45.03	\$ 45.93	\$ 46.85
		5 - 10	\$ 45.73	\$ 46.64	\$ 47.57
		10 - 15	\$ 46.45	\$ 47.38	\$ 48.33
		15 - 20	\$ 47.18	\$ 48.12	\$ 49.08
		20+	\$ 47.74	\$ 48.69	\$ 49.66
PSYCHOLOGIST	P13	0 - 2	\$ 42.88	\$ 43.74	\$ 44.61
		2 - 5	\$ 44.29	\$ 45.18	\$ 46.08
		5 - 10	\$ 47.22	\$ 48.16	\$ 49.12
		10 - 15	\$ 50.70	\$ 51.71	\$ 52.74
		15 - 20	\$ 54.79	\$ 55.89	\$ 57.01
		20+	\$ 55.32	\$ 56.43	\$ 57.56

APPENDIX A - PROFESSIONAL WAGE SCALE

			<i>Effective First Full Pay Period of Month</i>		
TITLE	Grade	YEARS	October 2019 2%	October 2020 2%	October 2021 2%
PHYSICIAN ASSISTANT	P18	0 - 2	\$ 52.11	\$ 53.15	\$ 54.21
		2 - 5	\$ 57.12	\$ 58.26	\$ 59.43
		5 - 10	\$ 59.61	\$ 60.80	\$ 62.02
		10 - 15	\$ 62.94	\$ 64.20	\$ 65.48
		15 - 20	\$ 63.37	\$ 64.64	\$ 65.93
		20+	\$ 63.91	\$ 65.19	\$ 66.49
PHARMACIST	P19	0 - 2	\$ 58.28	\$ 59.45	\$ 60.64
		2 - 5	\$ 60.03	\$ 61.23	\$ 62.45
		5 - 10	\$ 62.36	\$ 63.61	\$ 64.88
		10 - 15	\$ 64.11	\$ 65.39	\$ 66.70
		15 - 20	\$ 66.45	\$ 67.78	\$ 69.14
		20+	\$ 66.98	\$ 68.32	\$ 69.69
DOSIMETRIST	P20	0 - 2	\$ 65.28	\$ 66.59	\$ 67.92
		2 - 5	\$ 66.87	\$ 68.21	\$ 69.57
		5 - 10	\$ 69.20	\$ 70.58	\$ 71.99
		10 - 15	\$ 71.80	\$ 73.24	\$ 74.70
		15 - 20	\$ 72.23	\$ 73.67	\$ 75.14
		20+	\$ 72.76	\$ 74.22	\$ 75.70

APPENDIX B- TECHNICAL WAGE SCALE

				Effective First Full Pay Period of Month		
TITLE	TITLE	YEARS	current rate	October 2019 2%	October 2020 2%	October 2021 2%
MEDICAL ASST/ OCC HEALTH MEDICAL ASSISTANT	T01	0 - 2 2 - 5 5 - 10 10 - 15 15 - 20 20+	\$21.31 \$21.62 \$21.97 \$22.33 \$22.76 \$23.28	\$21.74 \$22.05 \$22.41 \$22.78 \$23.22 \$23.75	\$22.17 \$22.49 \$22.86 \$23.24 \$23.68 \$24.23	\$22.61 \$22.94 \$23.32 \$23.70 \$24.15 \$24.71
	T02	0 - 2 2 - 5 5 - 10 10 - 15 15 - 20 20+	\$22.58 \$22.89 \$23.24 \$23.60 \$24.02 \$24.54	\$23.03 \$23.35 \$23.70 \$24.07 \$24.50 \$25.03	\$23.49 \$23.82 \$24.17 \$24.55 \$24.99 \$25.53	\$23.96 \$24.30 \$24.65 \$25.04 \$25.49 \$26.04
EKG TECHN MONITOR TECHN PHARMACY TECH (CERT) TRANSPLANT SUPPORT COORD	T03	0 - 2 2 - 5 5 - 10 10 - 15 15 - 20 20+	\$23.85 \$24.18 \$24.52 \$24.89 \$25.31 \$25.83	\$24.33 \$24.66 \$25.01 \$25.39 \$25.82 \$26.35	\$24.82 \$25.15 \$25.51 \$25.90 \$26.34 \$26.88	\$25.32 \$25.65 \$26.02 \$26.42 \$26.87 \$27.42
PULMONARY FUNCTION TECHN SR EKG TECHNICIAN PHARM TECH - TECH SUPPORT PATIENT/FAMILY ENGAGEMENT REP AUTOPSY TECH SPECIMEN PROCESSING SPEC SURGICAL PATHOLOGY TECHN.	T04	0 - 2 2 - 5 5 - 10 10 - 15 15 - 20 20+	\$25.22 \$25.55 \$25.88 \$26.25 \$26.67 \$27.19	\$25.72 \$26.06 \$26.40 \$26.78 \$27.20 \$27.73	\$26.23 \$26.58 \$26.93 \$27.32 \$27.74 \$28.28	\$26.75 \$27.11 \$27.47 \$27.87 \$28.29 \$28.85
CYTOLOGY PREP TECHN GI TECHNICIAN OPERATING ROOM TECHN TRANSPLANT FINANCIAL COORD	T05	0 - 2 2 - 5 5 - 10 10 - 15 15 - 20 20+	\$26.53 \$26.86 \$27.18 \$27.55 \$27.97 \$28.50	\$27.06 \$27.40 \$27.72 \$28.10 \$28.53 \$29.07	\$27.60 \$27.95 \$28.27 \$28.66 \$29.10 \$29.65	\$28.15 \$28.51 \$28.84 \$29.23 \$29.68 \$30.24
CARDIAC CATH TECH NON REG (0-2 RATE ONLY)	T06		\$27.89	\$28.45	\$29.02	\$29.60
OPERATING ROOM TECHN SR. TRANSPLANT DATA SUPPORT SPEC	T06	0 - 2 2 - 5 5 - 10 10 - 15 15 - 20 20+	\$27.89 \$28.22 \$28.54 \$28.93 \$29.35 \$29.87	\$28.45 \$28.78 \$29.11 \$29.51 \$29.94 \$30.47	\$29.02 \$29.36 \$29.69 \$30.10 \$30.54 \$31.08	\$29.60 \$29.95 \$30.28 \$30.70 \$31.15 \$31.70
BIOMEDICAL ELEC TECHN TRAUMA REGISTRAR STROKE PROGRAM REGISTRAR SPECIALTY EQUIPMENT TECHN. CERT OCCUP THERAPY ASST. PHYSICAL THERAPY ASST. COORD DISCHARGE PLANNING MEDICAL TECHN HIM REVENUE INTEGRITY ANALYST	T07	0 - 2 2 - 5 5 - 10 10 - 15 15 - 20 20+	\$29.83 \$30.18 \$30.49 \$30.86 \$31.28 \$31.81	\$30.43 \$30.78 \$31.10 \$31.48 \$31.91 \$32.45	\$31.04 \$31.40 \$31.72 \$32.11 \$32.55 \$33.10	\$31.66 \$32.03 \$32.35 \$32.75 \$33.20 \$33.76

APPENDIX B- TECHNICAL WAGE SCALE

				Effective First Full Pay Period of Month		
TITLE	TITLE	YEARS	current rate	October 2019 2%	October 2020 2%	October 2021 2%
EEG TECHNICIAN	T08	0 - 2	\$31.95	\$32.59	\$33.24	\$33.90
TRANSPARENT DATA COORDINATOR		2 - 5	\$32.56	\$33.21	\$33.87	\$34.55
POLYSOMNOGRAPHIC TECHN.		5 - 10	\$33.15	\$33.81	\$34.49	\$35.18
SR TRAUMA REGISTRAR		10 - 15	\$34.01	\$34.69	\$35.38	\$36.09
SOI ANALYSIST		15 - 20	\$34.57	\$35.26	\$35.97	\$36.69
		20+	\$35.10	\$35.80	\$36.52	\$37.25
SR POLYSOMNOGRAPHIC TECH	T09	0 - 2	\$32.82	\$33.48	\$34.15	\$34.83
HISTOLOGY TECHN.		2 - 5	\$33.49	\$34.16	\$34.84	\$35.54
TRANSPLANT DATA COORD - BMT		5 - 10	\$34.17	\$34.85	\$35.55	\$36.26
FLOW CYTOMETRY TECH		10 - 15	\$34.53	\$35.22	\$35.92	\$36.64
ONCOLOGY PRE-CERT COORD		15 - 20	\$34.95	\$35.65	\$36.36	\$37.09
EHR DATA INTEGRITY ANALYST R & D MACHINIST		20+	\$35.48	\$36.19	\$36.91	\$37.65
SR SEV/ILLNESS ANALYST	T10	0 - 2	\$34.46	\$35.15	\$35.85	\$36.57
BIOMEDICAL EQUIP TECHN SR		2 - 5	\$34.81	\$35.51	\$36.22	\$36.94
CARDIO PULM TECHNOLOGIST		5 - 10	\$35.15	\$35.85	\$36.57	\$37.30
HISTOLOGY TECHNICIAN SR		10 - 15	\$36.80	\$37.54	\$38.29	\$39.06
RESPIRATORY THERAPIST CRTT		15 - 20	\$37.22	\$37.96	\$38.72	\$39.49
		20+	\$37.74	\$38.49	\$39.26	\$40.05
GROSS PATHOLOGY TECH	T11	0 - 2	\$37.05	\$37.79	\$38.55	\$39.32
LEAD EEG TECHNICIAN		2 - 5	\$37.72	\$38.47	\$39.24	\$40.02
		5 - 10	\$38.39	\$39.16	\$39.94	\$40.74
		10 - 15	\$38.76	\$39.54	\$40.33	\$41.14
		15 - 20	\$39.18	\$39.96	\$40.76	\$41.58
		20+	\$39.70	\$40.49	\$41.30	\$42.13
ECHOCARDIOGRAPHY TECH NON REG (0-2 RATE)	T12	0 - 2	\$37.37	\$38.12	\$38.88	\$39.66
MED SONOGRAPHER NON REG (0-2 RATE)		2 - 5	\$38.06	\$38.82	\$39.60	\$40.39
VASCULAR LAB TECHNOL NON REG (0-2 RATE)		5 - 10	\$38.60	\$39.37	\$40.16	\$40.96
RESPIRATORY THERAPIST SR RRT		10 - 15	\$38.96	\$39.74	\$40.53	\$41.34
SR CARDIO PULM TECHNOLOGIST		15 - 20	\$39.38	\$40.17	\$40.97	\$41.79
		20+	\$39.90	\$40.70	\$41.51	\$42.34
RADIOLOGY / X-RAY TECH	T13	0 - 2	\$37.05	\$37.79	\$38.55	\$39.32
		2 - 5	\$38.78	\$39.56	\$40.35	\$41.16
		5 - 10	\$39.45	\$40.24	\$41.04	\$41.86
		10 - 15	\$39.83	\$40.63	\$41.44	\$42.27
		15 - 20	\$40.24	\$41.04	\$41.86	\$42.70
		20+	\$40.77	\$41.59	\$42.42	\$43.27
MAMMOGRAPHY TECH	T14	0 - 2	\$38.78	\$39.56	\$40.35	\$41.16
CARDIAC CATH TECHNOLOGIST		2 - 5	\$39.96	\$40.76	\$41.58	\$42.41
LEAD RADIOLOGY TECH 5-10 RATE FOR 0-10 YRS		5 - 10	\$40.63	\$41.44	\$42.27	\$43.12
LEAD RESP TECH 5-10 RATE FOR 0-10 YRS		10 - 15	\$41.00	\$41.82	\$42.66	\$43.51
MAMMOGRAPHY COORDINATOR		15 - 20	\$41.42	\$42.25	\$43.10	\$43.96
		20+	\$41.94	\$42.78	\$43.64	\$44.51

APPENDIX B- TECHNICAL WAGE SCALE

				Effective First Full Pay Period of Month		
TITLE	TITLE	YEARS	current rate	October 2019 2%	October 2020 2%	October 2021 2%
COMP AXIAL TOM TECHNOLOGIST	T15	0 - 2	\$39.96	\$40.76	\$41.58	\$42.41
ECHOCARDIOGRAPHY TECH		2 - 5	\$42.65	\$43.50	\$44.37	\$45.26
IMAGING TECH, OR		5 - 10	\$43.32	\$44.19	\$45.07	\$45.97
MEDICAL SONOGRAPHER REG		10 - 15	\$43.70	\$44.57	\$45.46	\$46.37
MRI TECHNOLOGIST		15 - 20	\$44.12	\$45.00	\$45.90	\$46.82
SPECIAL PROCEDURES TECHNOLOGIST VASCULAR LAB TECHNOLOGIST		20+	\$44.64	\$45.53	\$46.44	\$47.37
CARDIAC CATH TECHNOLOGIST SR	T16	0 - 2	\$42.65	\$43.50	\$44.37	\$45.26
		2 - 5	\$42.97	\$43.83	\$44.71	\$45.60
		5 - 10	\$43.32	\$44.19	\$45.07	\$45.97
		10 - 15	\$43.70	\$44.57	\$45.46	\$46.37
		15 - 20	\$44.12	\$45.00	\$45.90	\$46.82
		20+	\$44.64	\$45.53	\$46.44	\$47.37
LEAD COMP AXIAL TOM TECHNOLOGIST	T17	0 - 10	\$45.06	\$45.96	\$46.88	\$47.82
LEAD ECHO TECHN		10 - 15	\$45.45	\$46.36	\$47.29	\$48.24
LEAD MRI TECHNOLOGIST		15 - 20	\$45.86	\$46.78	\$47.72	\$48.67
LEAD SPECIAL PROCEDURES TECHNOLOGIST		20+	\$46.39	\$47.32	\$48.27	\$49.24
LEAD CARD CATH TECH LEAD VASCULAR LAB TECH		NON REG	\$45.98	\$46.90	\$47.84	\$48.80
NUCLEAR MED TECHNOLOGIST RADIATION THERAPIST	T18	0 - 2	\$46.66	\$47.59	\$48.54	\$49.51
		2 - 5	\$51.69	\$52.72	\$53.77	\$54.85
		5 - 10	\$52.34	\$53.39	\$54.46	\$55.55
		10 - 15	\$52.72	\$53.77	\$54.85	\$55.95
		15 - 20	\$53.14	\$54.20	\$55.28	\$56.39
		20+	\$53.66	\$54.73	\$55.82	\$56.94
LEAD NUCLEAR MEDICINE TECHNOLOGIST LEAD RADIATION THERAPIST	T21	0 - 10	\$54.60	\$55.69	\$56.80	\$57.94
		10 - 15	\$54.95	\$56.05	\$57.17	\$58.31
		15 - 20	\$55.37	\$56.48	\$57.61	\$58.76
		20+	\$55.89	\$57.01	\$58.15	\$59.31

APPENDIX C - TECHNICAL AND PROFESSIONAL POOL WAGE SCALE

TITLE	HOURLY RATE
PHARMACIST-POOL	\$58.00
MEDICAL TECHN POOL	\$29.00
MEDICAL TECHGST POOL	\$33.00
HISTOTECHNOLOGIST - POOL	\$33.00
CYTOTECHNOLOGIST - POOL	\$33.00
HLA TECHNOLOGIST POOL	\$40.00
SPECIMEN PROCESSING SPEC POOL	\$23.00
RAD / X-RAY TECHNOLOGIST POOL	\$36.00
MAMMOGRAPHY TECH POOL	\$34.00
COMP AXIAL TOM TECH POOL	\$41.00
SPEC PROC TECHGST POOL	\$50.00
MRI TECHGST POOL	\$40.00
NUCLEAR MED TECHGST POOL	\$45.00
MED SONOGRAPHER (NON-REG) POOL	\$40.00
MED SONOGRAPHER POOL	\$40.00
ECHOCARDIOGRAPHY TECH POOL	\$38.00
VASCULAR LAB TECHGST POOL	\$38.00
RADIATION THERAPIST POOL	\$45.00
DOSIMETRIST	\$75.00
RESP THERAPIST SR POOL (RRT)	35.00 7am to 7:30pm / \$37.50 7pm to 7:30am
RESP THERAPIST POOL (CRTT)	31.50 7am to 7:30pm / \$34.50 7pm to 7:30am
CARDIO PULM TECHGST POOL	30.00 7am to 7:30pm / \$32.00 7pm to 7:30am
CARD CATH TECHGST POOL	\$27.00
EEG TECHNICIAN POOL	\$37.00
BIOMED ENGINEER POOL	\$32.00
CLINICAL DIETITIAN POOL	\$37.00
OCCUP THERAPIST POOL	\$33.00 weekdays / \$58.00 weekends & holidays
PHYSICAL THERAPIST POOL	\$53.00 weekdays / \$58.00 weekends & holidays
SPEECH PATHOLOGIST POOL	\$58.00
THER REC SPEC CERT POOL	\$36.00
EXERCISE PHYSGST - PULM POOL	\$33.00
PHYSICAL THERAPY ASSISTANT POOL	
POLYSOMNOGRAPHIC POOL	\$28.00
SOCIAL WORKER -POOL	\$31.00
TRANSPLANT SOCIAL WORKER POOL	\$33.50

APPENDIX C - TECHNICAL AND PROFESSIONAL POOL WAGE SCALE

TITLE	HOURLY RATE
OPERATING ROOM TECHN POOL	\$26.50
MONITOR TECH POOL	\$22.50
PULMONARY FUNCTION TECHN POOL	\$25.00
SR EKG TECHN POOL	\$22.00
PHYSICIAN ASST POOL	\$50.00
CTOR PHYSICIAN ASST POOL	\$65.00

APPENDIX D – CHECKOFF FORM

Name _____ Date _____ Soc Sec No. _____
Address _____ City _____ State _____
Zip + 4 _____ Phone _____ E-mail _____
Dept _____ Date of Hire _____ Job Class _____
Full/Part-Time _____ Nursing Specialty _____ Unit _____ Shift _____

I hereby apply for membership in the Pennsylvania Association of Staff Nurses and Allied Professionals,

_____ and agree to remain a member in good standing by periodically tendering my dues, in the _____ (local association) amount determined by the union, and by supporting the goals of the association to promote respect for our profession, decent working conditions, and effective patient advocacy.

I hereby authorize _____ to deduct the appropriate dues and assessments from my paycheck in

(employer) _____ accordance with the collective bargaining agreement. This authorization and assignment shall be irrevocable for a period of one (1) year, or until the termination of the agreement between the employer and the union, whichever occurs sooner, and I agree and direct that this authorization and assignment shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year for the period of such succeeding applicable collective bargaining agreement between the employer and the union, whichever shall be shorter, unless such written notice is given by me to the employer and the union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or such applicable agreement between the employer and the union, whichever occurs sooner.

Signature _____

Date _____

**White Copy: Employer
Local**

Pink copy: PASNAP

Yellow Copy:

Appendix E
Departments with Call Out Requirements Other Than Two (2) Hours

- Medical Records 1 Hour
- Nutrition 1 Hour
- Telemetry 4 Hours

APPENDIX F – ARTICLE 28 CERTICATIONS

ACCS - Adult Critical Care Specialist (Respiratory) – if Therapist also has
ACLS

NPS - Neonatal Pediatric Specialist (Respiratory) - If Therapist also has NRP
and is assigned to the Neonatal ICU

Vital Stim (Speech)

BRS (Speech)

Physical Therapy:

Cardiovascular and Pulmonary – American Board of Physical Therapy
Specialties (ABPTS)

Geriatrics - ABPTS

Neurology - ABPTS

Orthopedics - ABPTS

Women’s Health - ABPTS

Clinical Wound Specialist - American Board of Wound Management

LANA – Lymphology Association of North America

Certified Edema specialist - Academy of Oncologic Physical Therapy

Occupational Therapy:

Neuro Developmental Treatment Certification

Certified Brain Injury Specialist (CBIS)

Certified Hand Therapist (CHT)

Certified Lymphedema Therapist (CLT)

Certified Stroke Rehabilitation Specialist (CSRS)

Certified Burn Therapist

LETTERS OF AGREEMENT

In accordance with the negotiated Collective Bargaining Agreement the following has been agreed to:

1. Fair Share

The parties stipulate that the Union has achieved eighty-five percent (85%) membership as of September 28, 2006. The non-dues paying members as of September 28, 2006 will be grand-mothered and exempt from Fair Share hereafter.

2. Flexible Scheduling

The following provisions of the collective bargaining agreement will apply as amended in this understanding for flex position employees;

- Article 12 Holidays –in all sections of this article, the reference to days shall be changed to eight (8) hours for employees in flexible positions;
- Article 15 Paid Leave—Section 1 Funeral Leave –convert days into eight (8) hours each.

3. Loan Forgiveness

Regular shift cancellations taken without pay will not negatively impact an employee's eligibility for benefits under the Loan Forgiveness Program.

4. EDUCATION FUNDING GRID

In any department where funds are exhausted and where there has been an increase in the number of bargaining unit employees in the departments since October 2013, the funds available for such department shall be increased at the same percentage as the increase in full time employees.

5. Side Letter Schedule Development

a) Subject exclusively to the requirements and limitations of Article 10 above, each department shall have the option of self-scheduling, subject to the Hospital's approval of the final schedules.

Any department opting for self-scheduling, shall, through its Union representatives, request a labor management committee to begin the process of developing a model for such self-scheduling. The meeting shall include up to four (4) bargaining unit members of the department designated by the Union and management representatives including a manager from Nursing. The committee will implement a self-staffing model within six months of the development of the model.

6. Monitoring of Job Posting

In order to create transparency in the job bidding and awarding process, the Hospital will move toward having all bids, including unit based file bids monitored electronically. A designated representative of the Union shall be given access to the open positions on a weekly basis. The Union will be provided with the following information:

- 1) The job requisition number and date of posting
- 2) The shift, hours, and status of the position

7. Number of Pool Employees

Within 30 days of ratification, the Hospital will provide to the union the current number of pool positions available in each department within the bargaining unit, and the names of the current pool employees.

8. Donation of Vacation Time

Temple agrees to revise the Donation of Vacation Time Policy (950.576) to include eligibility for employees on continuous FMLA leave. This revision will be implemented within ninety (90) days of ratification of the Agreement.

9. Operating Room

Twelve (12) Hour Technicians in the Operating Room will be scheduled for lunch relief no later than 1:00 p.m.

The Union and the Hospital will engage in labor management discussions, including physician leadership in the department in an effort to resolve employee concerns regarding equitable relief

scheduling. Management will act reasonably to address employee concerns.

10. CHARGE PAY

Employees currently receiving charge pay of \$2.00 per hour will continue to receive such pay. If management wishes to implement charge in a department where it does not currently exist, they will first meet and discuss with the union.

11. PRECEPTOR

The pharmacy department, within 90 days of ratification, will implement a preceptor program for new hires under which a preceptor differential of \$2.00 per hour shall be paid. They will first meet and discuss with the union.

At the request of either the Hospital or the Union, the parties will meet and discuss other preceptor programs as appropriate.

12. Jurisdiction

The parties agree that in the event that the bargaining unit comes under the jurisdiction of the National Labor Relations Board, after appeals, if any, Temple will comply with federal law whenever a proposed change in the terms and conditions of employment of bargaining unit employees would create an obligation to bargain under and federal law.

The Union does not hereby agree to a stay of implementation of the Board decision, nor waive any of its rights with regard to enforcement of a decision of the Board.

Specifically, the following language substitutions shall be made:

ARTICLE 2 – UNION SECURITY

Section 2.1 shall be replaced in its entirety by the following:

2.1 All employees who are or shall become members in the Union, shall remain members as a term and condition of employment, subject to governing law. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if the member timely tenders his or her periodic dues and standard assessments.

ARTICLE 3- CHECK-OFF

Section B. Agency fee shall be deleted in its entirety.

The lettering of the paragraphs under Membership dues shall be removed.

The below paragraph shall be inserted as 3.4, and the subsequent paragraphs renumbered.

3.4 All new employees who do not become Union members upon the expiration of their probationary period, shall, as a condition of employment, pay to the Union each month a Fair Share fee in the amount equal to the regular monthly dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union, less the cost for the previous Union fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Union as exclusive bargaining representative. *Upon receipt of a written authorization from an employee Temple shall, pursuant to such authorization, deduct from the wages due said employee the Fair Share fee described in the section. Fair Share deduction shall be subject to the requirement of Articles 2.2, 3.2, and 3.3 above.*

13. Upgrade to Senior or Lead Status

Employees will advance to Senior Positions when incumbents in identified positions achieve the requisite level of additional experience, education and/or credentials as set forth in the applicable job description.

Lead positions are filled at Management's discretion through established Posting and Bid process set forth in Article 8 of this Agreement.

The parties have agreed that the following positions are either Senior or Lead as indicated below.

- 1) Operating Room Technician: 1 year of experience as a TUH Operating Technician and certification required to move to Senior Position
- 2) Cardiac Catheterization Technologist Senior: combination of five years of experience and certification required to move to Senior Position
- 3) Certified HLA Technologist – 3 years of experience in human histocompatibility testing and CHT certification required to move to position.
- 4) Certified HLA Specialist - 5 years of experience in human histocompatibility testing and both CHT and CHS certifications required to move to position.
- 5) Senior Respiratory Therapist (RRT): One year of experience and RRT required to move to Senior Position.
- 6) Surgical assist: the position shall be abolished and the incumbent red-circled as OR Tech.
- 7) Trauma Registrar: Senior position requiring 5 years of Experience and certification required to move to Senior Position.
- 8) SOI analyst: 10 years of experience and certification required to move to Senior Position
- 9) Cardio Pulm Technician: two years of experience and CPFT or RPFT required to move to Senior Position
- 10) Incumbent Medical Technologists shall become Lead Medical Technologist. The Senior Medical Technologist positions shall be abolished and future Lead Medical Technologist positions shall be posted to bid.

11) PM&R (OT,PT, Speech) Clinical Lead positions Posted to Bid to "P12" (5% above P11).

- Red circle any current senior or lead who do not meet the agreed upon criteria
- An employee's experience will carry over into the new pay scale.

14. WORKPLACE VIOLENCE / HEALTH & SAFETY

Temple shall continue to maintain a safe and secure place of work for its employees, patients, and visitors. Temple's multidisciplinary Workplace Violence Committee represents a collaborative forum to discuss risks, hazards, incidents and overall health and safety of the organization. As soon as practicable, but not later than sixty (60) days following ratification of the 2019 collective bargaining agreement, Temple shall broaden the scope of the existing multidisciplinary Workplace Violence Committee to become a Health and Workplace Safety Committee. This committee represents a collaborative forum to discuss, identify, and mitigate risks, hazards, incidents, and overall health and safety issues. In addition, Temple recognizes the need to establish guidelines for staff representation to promote a higher level of staff engagement related to Workplace Violence prevention.

The committee will include three (3) nurses from the TUHNA bargaining unit and three (3) representatives (from various areas of the hospital) from the TAP bargaining unit, all as designated by the Union. Additional employees representing management and non-PASNAP represented employees may be included. Time spent in committee meetings shall be considered time worked.

Additional staff members may be invited to address specific agenda items affecting their unit or specialty. The committee shall be co-chaired jointly by a PASNAP member and another committee member representing management. If the committee meeting occurs during the staff members' regular shift, Temple will make reasonable efforts to release employees from work for the purposes of the meeting.

Agenda items for the Health and Workplace Safety Committee will be collaboratively decided one week prior to the meeting. Some examples include but are not limited to: review of incidents, identification of risk factors, strategies for risk reduction and abatement, protective equipment, hazards, security and safety updates, education and training for employees, reporting and record keeping, and review of monthly trends. The Hospital

will work closely with employees who are victims of assault to ensure medical evaluation and employees' wish to pursue legal charges.

The committee shall receive appropriately redacted information (such as personal, demographical, medical, and peer protected documents, etc) necessary to review and determine recommendations including but not limited to workers compensation reports, MSDS lists, incident reports, and MIDAS reports. The information shall be provided one week prior to each meeting to each chair. All currently existing safety protocols and trainings, such as Appropriate Response Training shall be conducted within the first six (6) months of hire.

15. STAFFING

Temple University Hospital's mission is to provide access to the highest quality of health care in both the community and academic settings. To that end there shall be established a Joint Staffing Committee as follows:

(a) The President of the Union and the Grievance Chair shall be permanent members of the committee. TUH will appoint an equal or lesser number of managers also representing different departments and job titles. The committee will meet once a month for up to two hours and will be released with pay (or shall be paid, if not scheduled to work) in order to serve on the committee.

(b) The union will provide a proposed agenda for each monthly meeting one month in advance. Each meeting shall focus on a single department and shall be attended by the permanent Union Committee members, up to three union members from the department addressed, Management representatives from the department on the agenda, and a representative of Human Resources.

(c) The Joint Staffing Committee will review all existing departmental staffing practices and, if warranted, will develop and recommend changes in order to ensure primacy of patient care and safety and to improve employee satisfaction.

(d) The Joint Staffing Committee will utilize various sources of evidence to make its recommendations, including but not limited to input from departmental committees, incident reports, notices of insufficient staffing, standards adopted by professional organizations. The Joint Staffing Committee will promote a commitment to excellence by addressing issues and making recommendations to the Hospital regarding staffing, technology, training, equipment, and supplies.

16. TRANSITION OF ARTICLE 29.4 TO FISCAL YEAR

In order to effect the transition to fiscal year, the Hospital shall post new positions as required by this section within 30 days of January 1, 2020, and shall post new positions within 30 days of July 1, 2020, in any department that has utilized 3000 qualified hours, less exclusions, during the first half of the year. Thereafter, the fiscal year shall be used for purposes of pool utilization review.

17. LATE STAY

Temple recognizes the need to minimize working beyond scheduled hours in the procedural areas and certain others areas. These include but are not limited to Cath Lab/EP*, GI Suite*, Interventional Radiology*, OR*, OR imaging, General Radiology, MRI, Cat Scan, Ultrasound, Vascular Lab, EEG, Radiation Oncology, Blood Bank and Point of Care. Temple University Hospital and the bargaining Unit will work cooperatively towards the goal of reducing, and to the extent possible, eliminating late stay.

Within 60 days of ratification of this Agreement, a representative joint labor/management Procedural Committee will be established. The Committee shall include the President of TAP and three permanent members, all designated by the union, and three permanent members designated by management. Representatives from affected departments shall also participate as required by the meeting agendas. The management representatives on the committee shall have authority to implement/ recommend the plans of the committee. For departments where both TUHNA and TAP bargaining units are represented, the parties may combine their meetings.

The progression of shared strategies and goals will be reviewed monthly at the Procedural/Late Stay committee. The committee will gather data related to hours operation, clinical procedures, scheduling practices, staffing levels, transport services, etc and select up to two procedural designated areas at a time for pilot plans. All the included areas will be addressed during the life of this Agreement. The committee and the pilots shall be overseen by departmental management.

The Procedural/Late Stay Committee will be co-chaired by a Manager and a staff representative from one of the procedure areas.

The committee shall meet for two hours monthly. Designated members shall be released with pay to attend.

Prior to the start of each pilot the committee shall establish a plan to achieve the goal of a substantial reduction of late stay within six months in the pilot area, except in the case of bona fide emergency or trauma.

The departments listed with an asterisk are subject to the provisions of Article 11.15. OR imaging, General Radiology, MRI, Cat Scan, Ultrasound, Vascular Lab, EEG, Radiation Oncology, Blood Bank and Point of Care are not subject to the provisions of Article 11.15.

18. PHARMACIST MANDATION

1. The parties recognize that the mandation of pharmacists for overnight coverage is a continuing problem, which results in fatigue, risk, and demoralization and requires a unique solution to mitigate the impact of this mandation. Therefore, the parties agree as follows:

2. When there is an unanticipated absence on night shift requiring mandation, which becomes known after 2:00 PM the shift shall be covered as follows: An evening shift pharmacist will be required to stay until 3 AM, and a day shift pharmacist will be required to report to work at 3:30 AM.

3. A rotation will be established which both establishes a schedule and equalizes responsibility for coverage, e.g., assigning each day shift pharmacist a week during which he or she would be assigned if mandation were needed. Within 60 days of this agreement, the parties shall finalize this rotation.

4. In the event a pharmacist is required to cover the entire night shift (until 7:30 AM), said individual shall be released from work on the following day, without loss of pay for that shift.

19. SCHEDULING PRACTICES MAINTAINED.

Notwithstanding the language of Article 10, current scheduling practices in the Echo Lab and Vascular Lab will be maintained unless adjusted by mutual agreement.

