

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ALBERT EINSTEIN MEDICAL CENTER (AEMC)
AND
EINSTEIN NURSES UNITED/ PENNSYLVANIA
ASSOCIATION OF STAFF NURSES AND ALLIED
PROFESSIONALS (PASNAP)
March 1, 2020 - April 30, 2023

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DRAFT

ARTICLE 1 RECOGNITION

The Hospital recognizes the Union as the sole and exclusive bargaining agent for all full-time, regular part-time and per diem Registered Nurses and Nurse Practitioners employed by Albert Einstein Medical Center at its acute-care hospital (sometimes referred to as Einstein Medical Center Philadelphia “EMCP”) located at 5501 Old York Road, Philadelphia, Pennsylvania, as certified by the National Labor Relations Board on July 11, 2016 at 04-RC-170989.

Excluded from the bargaining unit are all other employees of the Hospital, including Managers, Clinical Managers, Nurse Managers, Practice Managers, Clinical Directors, Regional Practice Administrators, Certified Registered Nurse Anesthetists (“CRNAs”) and all other employees, guards and supervisors as defined in the National Labor Relations Act as amended. Regardless of their degree of operational affinity with bargaining unit employees (as defined in Section 1.1), the bargaining unit excludes Registered Nurses and Nurse Practitioners employed at or within the following entities, facilities or organizational units: Einstein Practice Plan, Inc., EPPI Professional Fund, Einstein Community Health Associates, Penn Tower at Germantown and Long-Term Structured Residence at Germantown, Willow crest and Moss Rehab.

1.1 Definitions

A. Hospital. Whenever the word “Einstein” or “Hospital” is used in this Agreement, it

shall be deemed to refer synonymously to Albert Einstein Medical Center's acute-care hospital facility located at 5501 Old York Road, Philadelphia, Pennsylvania.

B. Employee. 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.

C. Nurse. Whenever the term "Nurse" is used in this Agreement it shall mean a Registered Nurse or Nurse Practitioner who is employed by the Hospital in a position included in the bargaining unit as defined in Section 1. Unless otherwise specified the term "Nurse" shall refer only to an employee who qualifies as a Full Time Nurse, Regular Part Time Nurse or Per Diem Nurse as defined by this Agreement, but shall not include any Nurse working on a casual basis.

D. Full Time Nurse. Whenever the term "Full Time Nurse" is used in this Agreement it shall mean a Nurse as covered by this Agreement who is scheduled for and working 64 to 80 hours per pay period consistently throughout the course of the year.

E. Part Time Nurse. Whenever the term "Part Time Nurse" is used in this Agreement it shall mean a Nurse scheduled for and working 40 to 63 hours per pay period consistently throughout the course of the year. Part Time Nurses are eligible for fringe benefits under this Agreement only to the extent expressly provided for in this Agreement and subject to the Nurse satisfying all of the

qualifications therefore.

F. Per Diem Nurse. Whenever the term “Per Diem Nurse” is used in this Agreement it shall mean a Nurse hired to work one of the tiers set forth in the Tiered Per Diem Compensation System, or hired according to a prior Per Diem agreement. Per Diem Nurses are eligible for fringe benefits under this Agreement only to the extent expressly provided for in this Agreement and subject to the Nurse satisfying all of the qualifications therefore.

G. Temporary Nurse. Whenever the term “Temporary Nurse” is used in this Agreement it shall mean a Nurse who is hired by the Hospital, for a period not to exceed twelve (12) months; under unusual, emergency or extraordinary circumstances (e.g., a pandemic or health care crisis of a similar nature); and not as a substitute for or to avoid hiring into the bargaining unit covered by this Agreement or for the provision of nursing care by the Hospital under normal operating circumstances. A Temporary Nurse shall not accumulate seniority and is not covered by or subject to the terms of this Agreement. If a Temporary Nurse is hired for a Nurse position covered by this Agreement while working as a Temporary Nurse, seniority shall be calculated based only upon hours worked as a Nurse covered by this Agreement, but hours worked as a Temporary Nurse may be credited towards fulfillment of the Introductory Period. The term “Temporary Nurse” does not include Nurses Practitioners employed by a staffing agency and assigned to work at Albert Einstein Medical Center, however characterized.

H. Student Externs. Whenever the term “Student Extern” is used in this Agreement it shall mean a nursing student assigned to the Hospital, who

has not yet completed the educational requirements to become a Registered Nurse and who is not yet licensed as such. If a Student Extern thereafter becomes a Registered Nurse covered by this Agreement, prior service as a Student Extern shall not be credited toward fulfillment of the Probationary Period, but shall be counted in the calculation of Hospital seniority under Article 6 of this Agreement. A Student Extern shall not be covered by or be subject to the terms of this Agreement for any purpose.

I. Weekend Nurse. A weekend nurse is any nurse hired or transferred into the Weekend Program who works two shifts on a Saturday or Sunday in one weekend, at least three weekends per month. Weekend shifts are defined per Article 8.1 (c). Their rate of pay is shown in Article 7.

Any Weekend Nurse who prior to the signing of this agreement is working a different weekend schedule/requirement will retain that schedule/requirement and still be defined as a Weekend Nurse until such time they resign their employment or transfer to another position/unit.

- 1.2 Not less than 15 days after a final decision is made or a definitive agreement reached concerning the acquisition, sale, expansion or merger of the Hospital, Einstein shall give notice of the transaction or event to the Union.

ARTICLE 2

UNION SECURITY & CHECK-OFF

2.1 Union Security

All Employees covered by this Agreement on the active payroll as of the effective date of this Agreement, who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment. Employees who are not members of the Union shall become members of the Union 30 days after the effective date of this Agreement. All Employees hired after this Agreement is ratified shall become members of the Union no later than the 90th day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment. An Employee who has failed to maintain membership in good standing as required by this Article, shall, within 20 calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues or “fair share fees” have not been tendered.

2.2 Check-off

(a) Upon receipt of a written authorization from an employee, Einstein agrees to deduct from the wages dues said employee each pay, starting not earlier than the first pay period following the receipt of such authorization, and remit to the Union, within 10 days of each pay date at its principal office, regular dues as determined by the Union and any

assessments that have been agreed upon by secret ballot vote of the membership.

(b) Upon receipt of a voluntary written authorization form from an employee, Einstein agrees to check off once per month the sum in said authorization and remit such sum to the Union for the “Nurses Political Action Fund.”

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

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

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

(f) Along with the membership dues and PAC

funds, the employer will transmit to the Union, no later than the 10th of each month, an electronic or digital standard computer importable data file in a format agreed upon by the parties (e.g. comma delimited, tab delimited, excel, etc) with the following information for all bargaining unit employees: first name, last name, address, city, state, zip, home email, date of hire, salary or hourly wage, hours worked for pay period, home and cell phone number, department/unit, campus, job classification, status (part time, hourly, etc) shift, date of birth, gender, and dues and PAC paid for period. The file shall be transmitted in a manner agreed upon by the parties (e.g. flash drive, email, etc). As technology advances, the union reserves the right to make changes to the medium used as far as the standard computer database importable electronic file format and or method of delivery.

ARTICLE 3
UNION ACTIVITY, ACCESS TO THE HOSPITAL
AND BULLETIN BOARDS

- 3.1 Except as specifically provided in this Article, no employee shall engage in any union activity at any time which interferes with the performance of work by that or any other employee.
- 3.2 Designated employee representatives of the Union shall be permitted to furnish information, police the terms of this Agreement, process grievances and perform related duties concerning the application or interpretation of this Agreement during working time, provided such activities do not interfere with the performance of their duties and the total amount of such working time is not unreasonable. In such

circumstances the Union representative will secure permission from his/her supervisor before leaving his or her job assignment and will notify the relevant supervisor before entering a unit other than that which he/she represents.

- 3.3 Designated employee representatives of the Union shall have reasonable access to the Hospital during their non-working hours for the purpose of administering this Agreement. A Union representative intending to go to a unit other than the one he/she represents in order to investigate a grievance must notify the relevant supervisor of the unit he/she is entering. Such visits will not interfere with the operation of the Hospital.
- 3.4 Designated non-employee PASNAP representatives shall have reasonable access to non-patient care areas of the Hospital for the purpose of administering this Agreement. Such representatives shall have the same access to public areas of the Hospital, and while there shall be subject to the same rules of conduct, as the general public. Such representatives shall also have the right to visit employee break rooms, solely for the purpose of meeting with members of the bargaining unit. Such representatives must notify the Nursing Office before leaving the public area of the Hospital and must be escorted by a badged Hospital employee, who may be a member of the bargaining unit.
- 3.5 The Hospital shall provide and maintain one bulletin board in each break room utilized by members of the bargaining unit for the purpose of posting Union notices. The Hospital shall cooperate with the Union in identifying a bulletin board location for bargaining

unit employees who do not have access to a break room.

- 3.6 Except as specifically provided above, employees shall not be compensated for time spent in engaging in Union activities; provided, however, that if the Hospital schedules a meeting during an employee's regularly scheduled work hours, the employee and his/her Union representative shall suffer no loss in earnings as a result of discussions required to be held during such regular scheduled work hours.
- 3.7 Employees may request time off for union business in accordance with Section 24.04(b) of this Agreement.
- 3.8 The Hospital shall arrange for employees newly-hired or assigned to positions in the bargaining unit to meet with representatives of the Union for a period of at least 30 minutes as part of their orientation process without the presence of management. The Union shall not disparage the Hospital during such meeting and shall provide the Hospital with copies of all materials distributed to the new employees at such meetings.

ARTICLE 4 NO DISCRIMINATION

- 4.1 Neither the Hospital, the Union nor any employee covered by this Agreement shall discriminate against or in favor of any employee on account of race, color, creed, national origin, religion, gender, gender identity, sex, sexual preference and/or orientation, union or non-union membership, age (as defined by law), disability (provided the employee can perform

the essential functions of the job with or without reasonable accommodation) or Veterans' status. Einstein and the Union will cooperate in the effectuation of any relevant Einstein Healthcare Network Affirmative Action Programs.

ARTICLE 5 PROBATIONARY EMPLOYEES

5.1 Newly-hired employees shall be considered probationary for a period of 120 calendar days from the date of employment, excluding time lost for sickness and other leaves of absence. The probationary period may be extended by agreement between Einstein and the Union. Notwithstanding any other provision of this Agreement, Einstein may terminate the employment of a probationary employee for any reason not prohibited by law and the termination or suspension of any probationary employee by Einstein shall not be subject to the grievance and arbitration procedure of this agreement.

ARTICLE 6 SENIORITY

6.1. Definitions

(a) Hospital seniority is defined as the length of time an employee has been continuously employed by Einstein, since his or her most recent date of hire as an employee. When two or more employees have the same applicable date of hire, Hospital seniority shall be based upon the numerical sequence of their RN license.

(b) Continuous employment is defined as a period of employment, which has not been broken, by one of the events set forth in Section 6.03 below.

(c) Hospital is defined for purposes of Hospital seniority only and for no other purpose in this Agreement as any entity, which is part of Albert Einstein Healthcare Network. For all other purposes under this agreement, Hospital is defined as it is defined in Article 1, Section 1.03(a).

(d) Unit seniority is defined as the length of time an employee has been assigned to a particular unit since his or her last permanent assignment to that unit. An employee who permanently changes units loses unit seniority. An employee may not hold unit seniority in more than one unit at a time. The tracking of unit seniority shall be the responsibility of the unit scheduling committee.

6.2. Accrual of Seniority. Seniority shall accrue:

(a) During a period of continuous employment as defined in this Article.

(b) During a Family and Medical Leave Act leave not to exceed 12 weeks.

(c) During a military leave as provided by law.

(d) During any other authorized leave of absence.

6.3. Loss of Seniority. An Employee shall lose all accumulated seniority:

(a) Upon voluntary quit or resignation (including a deemed voluntary quit resulting from an employee failure to report or call-off for three, consecutive, scheduled shifts).

(b) Upon discharge for just cause.

(c) If an employee exceeds the length of an authorized leave of absence without notification and reasonable cause, violates the purpose of such leave or, while on leave engages in activities, inconsistent with the purpose of such leave.

(d) Upon lay-off for a period of one year.

(e) Upon failure to respond in accordance with a notice for recall within 72 hours of the notice sent to the last physical, and electronic address, and by telephone notice to the last telephone number, furnished to Einstein by the employee. Einstein shall also send a copy of the notification to the Union.

6.4. Lay-Off

(a) Lay-Offs shall take place on a unit/department basis.

(b) Except as proved in Section 6.04(c), temporary employees shall be laid-off first followed by probationary employees, and then regular full-time and part-time employees, based on hospital seniority.

(c) A junior employee may be retained and a senior employee laid-off, if the senior employee:

(i) volunteers for the lay-off or

(ii) does not possess, or cannot acquire within 60 days, or the standard orientation period for the department in question, whichever is greater, the customarily required qualifications to perform the work to be performed by the junior employee (in which case Einstein will identify the nature of the lack of qualification in the lay-off notice).

(d) A laid off employee may choose:

(i) to displace the least senior employee in the bargaining unit as a whole if that employee is employed in a unit and position for which the laid-off employee is qualified;

(ii) to take a vacant position within the bargaining unit for which he/she is qualified with reasonable on-the-job training ahead of any applicant for such position from outside the bargaining unit;

(iii) to accept a non-bargaining unit position within the Albert Einstein Healthcare Network for which the employee has posted and been selected in accordance with Einstein's generally applicable policies and procedures but without priority over other applicants;

(iv) to accept severance benefits under Einstein's generally-applicable policies; or

(v) to work as a per diem with priority for shift assignments in the unit from which he/she was laid-off for a period of one year following lay-off, with such priority

to be tracked and administered by the unit scheduling committee.

With the sole exception of the option provided in Section (d)(i) above, a laid-off employee does not have the right to displace or “bump” a less senior employee from his or her existing position in another unit/department. A junior employee so displaced has no bumping rights.

6.5 Recall from Lay-Off

(a) A laid-off employee shall retain recall rights to a bargaining unit position for one year, unless further recall rights are forfeited under Section 6.05(d). A laid off employee shall only have such rights to consideration for recall into a vacant non –bargaining unit position as may be provided in Einstein’s then-applicable policies and procedures.

(b) Laid-off employees with recall rights are entitled to be recalled into a vacant position in the unit/department from which they were laid-off. As between or among laid-off bargaining unit members, recall shall be by Hospital seniority, subject to same exceptions in Section 6.04(c).

(c) Laid-off employees with recall rights are entitled to post for existing, vacant positions within the bargain unit, but outside the Unit/department from which they were laid-off, for which they are qualified in accordance with Einstein’s then-applicable policies and procedures and are entitled to be recalled into any such position for which they are qualified ahead of internal applicants from outside

of the bargaining unit or external applicants. As between or among laid-off bargaining unit members, recall shall be based on Hospital seniority, subject to same exceptions in Section 6.04(c).

(d) Unless a delay is approved by Einstein in its sole discretion, a laid-off employee must report to work within 10 days of the time in the notice sent to the last physical and electronic address, or by telephone notice to the last telephone number, furnished to Einstein by the employee. Einstein shall also send a copy of the notification to the Union. An employee returning after a lay-off of more than 30 days will be subject to any medical examination or drug screening requirements applicable to absences of such length under Einstein's then-applicable policies. A laid-off employee with recall rights who declines the offer of recall to a position working the same number of hours as the employee worked at the time of lay-off shall forfeit further recall rights. An employee who accepts recall to a position working a reduced number of hours or to a unit/department other than that from which they were laid-off shall retain recall rights to a vacant position working the number of hours at the time of lay-off, and to the unit/department from which they were laid-off. In order to exercise recall rights to the employee's original hours and/or unit/department, the employee shall complete an HR bid and shall be given preferential bidding rights for six months following the recall.

6.6. Transfers & Promotions Within the Bargaining Unit

(a) All new or vacant positions within the bargaining unit (including opportunities to change shifts or hours within the same unit/department) will be posted and communicated to the employees of the

unit/department via email; with a period of 10 days for employees to apply for these opportunities, and any employee who has been employed in a position within the bargaining unit for at least 12 months is eligible to bid for them, in accordance with Einstein's generally applicable policies and procedures. The 12-month requirement shall not apply to opportunities to change shift or hours within the same unit/department.

(i) Per diem employees may apply to a part-time or full-time position after 6 months of employment; even if such opportunity is outside of the employee's home unit.

(b) Einstein shall award the position to the employee or applicant 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, Einstein shall award the position to:

(i) the incumbent applicant in the same unit/department with the greatest Hospital seniority; then

(ii) the incumbent applicant in a different unit/department within the bargaining unit with the greatest Hospital seniority; then

(iii) otherwise in accordance with Einstein's then-generally applicable policies and procedures.

Successful and unsuccessful bidders will be notified

in writing or electronically.

(c) Successful Bidders

(i) A successful bidder shall move to the awarded position within 60 days.

(ii) A successful bidder shall serve a 120-day evaluation period in the new position. During the evaluation period Einstein may, in its sole discretion, remove the employee from the new position and return the employee to his or her former position if vacant, or to a comparable bargaining unit position without loss of seniority or other benefits previously earned. The employee shall be provided upon request with the reasons for the removal, but such removal is not subject to the Grievance and Arbitration Procedure. However, an employee in such an evaluation period retains access to the Grievance and Arbitration Procedure in the case of other discipline or discharge.

(iii) A successful bidder whom Einstein does not wish to remove from the new position may request to be returned to his or her previous position for up to 30 days following the transfer, provided a vacancy exists in his or her previous position and unit/department.

(iv) A successful bidder who remains in the new position following the completion of the evaluation period shall not be eligible to apply for transfer to another new position for six months following the completion of the evaluation period.

(v) A successful bidder who is returned to his or her previous position during the evaluation period (whether by Einstein or at the employee's own request) will not be eligible to apply for transfer to another new position for six months following the date of return to previous position.

6.7. General.

(a) Einstein shall supply the Union with a seniority list by unit/department on October 1st and April 1st of each year.

**ARTICLE 7
RATES OF PAY**

7.1 Experience Based Wage Scale

(a) Effective the first full pay period following ratification, the experience wage scale (Appendix A) will increase by 2%. Employees will receive the wage rate for their years of experience as of July 1, 2020. Any employee above or not on the experience wage scale will receive a 2% increase.

(b) Effective the first full pay period in July 2021, the experience wage scale (Appendix A) will increase by 2%. Employees will receive the wage rate for their years of experience as of July 1, 2021. Any employee above or not on the experience wage scale will receive a 2% increase.

(c) Effective the first full pay period in July 2022, the experience wage scale (Appendix A)

will increase by 2%. Employees will receive the wage rate for their years of experience as of July 1, 2022. Any employee above or not on the experience wage scale will receive a 2% increase.

(d) All salaried employees covered by this Agreement will continue to be treated as FLSA-exempt, and their annual salary calculated by multiplying what would be their experience-based hourly wage rate by their regularly scheduled annual hours, with premiums for Nurse Educators (\$4.25/hr) & Clinical Nurse Specialists (\$6.00/hr).

7.2. For purposes of the experience-based hourly wage scale, “experience” means full years of active practice in direct patient care nursing measured July 1 of each calendar year, Nurses will move to the next step the first full pay period in July 2021 and the first full pay period of July 2022.

7.3 As a result of implementing the wage scale in 7.1, the employer shall eliminate the merit pay system and the designation of the three (3) levels of RN pay (level 1, 2, 3).

7.4 For the Per-Diem and Weekend scale, there shall be a \$0.50 per hour increase effective the first full pay period following ratification, and the first full pay period of July 2021 and 2022.

7.5 Per Diems

In an effort to incentivize current and new per diem

RNs to increase the number of hours, including weekend hours, they commit to, and actually work at Einstein, effective the pay period beginning September 18, 2016, the Tiered RN Per Diem Structure (included in Appendix A) will be implemented, subject to the following understandings:

- (a) There shall be no reduction of existing full- or part-time positions as a result of the implementation of this agreement.
- (b) All per diem nurses shall have a minimum of one year of experience in the relevant nursing specialty.
- (c) The training rate will be paid for time spent in classroom orientation only.

ARTICLE 8 HOURS OF WORK

8.1. Definitions

- (a) “Workweek” means seven consecutive workdays designated by the Employer, currently 6:00 a.m. Sunday through 5:59 a.m. the following Sunday.
- (b) “Pay period” means two consecutive workweeks.
- (c) “Weekend” means the majority of worked

hours falling between 7:00 a.m. Saturday and 6:59 a.m. Monday for regular full-time, part-time and weekend program employees and between 3:00 p.m. Friday and 7:30 a.m. Monday for per-diem employees. With management approval, units may adjust the definition of “weekend” consistent with their existing practice.

8.2. Schedules

(a) The regular workweek for full-time employees shall not exceed 40 hours.

(b) Einstein will not normally require its employees who are normally scheduled to work the following shifts to work on more than the indicated number of weekends.

<u>Normal Shift Length</u>	<u>Maximum Weekends</u>
8 hours	26
12 hours	18

The unit scheduling committees will continue Einstein’s pattern of scheduling 12-hour employees to work every third weekend, and eight-hour employees every other weekend. The unit scheduling committees shall equalize scheduled weekend work among employees in the same functional unit, except that an individual employee may work more weekends if he/she chooses.

(c) Except when in conjunction with an employee’s requested change of shift, changes in an employee’s assigned weekend shall be done by volunteers first and then in reverse seniority order.

(d) The parties recognize that some units have

used “flextime” arrangements for FLSA-exempt nurses. All such arrangements in place as of August 17, 2016 shall remain in place.

8.3. Meals and Breaks

(a) An employee working a shift of eight or more hours shall be entitled to an unpaid meal break of 30 minutes. If the employee is interrupted during the meal break, he/she will be paid for the entire break. The employee is required to provide his or her manager with a Kronos adjustment form detailing the date of and reason for missed break. Missed meal breaks are paid at the then-prevailing wage rate, whether straight time or overtime.

(b) In addition to the unpaid meal break, employees may receive one paid 15 minute break for each five hours worked where operational needs permit. Where feasible based on patient care and with approval of management these breaks can be combined with the 30-minute meal break.

(c) Adequate staffing shall be provided such that nurses are able to take their meal and other breaks with due regard to staffing, patient care concerns and unanticipated circumstances.

8.4. Shift Cancellation

(a) If an employee is not notified not to report one hour and forty-five minutes before a day shift (starting 11am or earlier) and two hours before any other shift, he/she shall have the option of four hours’ work or may elect to utilize PTO or unpaid time.

(b) Employees may be cancelled after four hours of a regularly scheduled shift and will be given a reasonable time to ensure proper completion of patient care responsibilities and safe transfer of the patient. Such cancellation will follow the priority as listed in 8.4(d).

For the purposes of the foregoing, an employee shall be deemed to have been notified by Einstein, if Einstein, by the designated advance time telephoned to, and left a message not to report at the telephone number supplied to Einstein by the employee for this purpose. If an employee has not provided Einstein with a current telephone number, it is his or her responsibility to call-in to confirm his or her shift assignment at least two hours prior to the scheduled shift starting time.

(c) These provisions shall not apply if the cancellation is because of an Act of God or event of similar magnitude beyond Einstein's control.

(d) When it is necessary to reduce the workforce on a nursing unit, the reassignment procedures of Article 26 shall apply first. If no reassignment is necessary, scheduled employees will be cancelled under these procedures. The order of cancellation will be as follows unless the nurse scheduled for cancellation possesses a specialty skill that is required:

- (1) Per Diem Agency
- (2) Traveler Agency
- (3) Einstein employees on overtime/premium pay

- (4) Volunteers
 - (5) Einstein employees working an extra shift not on overtime
 - (6) Einstein Per-Diem
 - (7) Assigned Rotational Time-off starting by least seniority
- (e) Employees, including volunteers, cancelled under this Section will be cancelled equitably in rotation (whose records will be regularly available) and will be offered the following options:
- (i) Use available PTO 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.
- (f) Cancellation of regularly scheduled hours shall not affect an employee's status for benefit eligibility.
- (g) If an employee is notified that they are being cancelled for a portion of a scheduled overtime shift, and Einstein does not commit to the employee that they will be required for the balance of the shift, the employee may elect to cancel themselves for the full shift.

8.5 Self-Scheduling

(a) Nurses shall have the right to self-scheduling. The hospital shall provide a reasonable number of paid hours per unit to those employees who take on the responsibility to make the unit's schedule. Nurses shall elect their designated co-workers to staff these scheduling committees yearly where nurses, by a majority of nurses, so request in writing.

(b) The process for scheduling set forth in this section shall be followed by the scheduling committee and unit manager unless an alternative process is mutually agreed upon by a majority of the nurses and manager in each unit.

(i) For the weeks leading up to a specified date (the commencement of the schedule), the scheduling committees will be accepting schedule requests/preferences from full, part-time and per diem nurses. The scheduling committee will meet to balance all requests/preferences and finalize the first draft schedule comprised of regular full, part-time and per diem nurse shifts.

The scheduling committee must submit a balanced schedule within bid shift in units where bid shift is utilized, with full, part-time and per diem staff by the Thursday, four weeks before the start of the schedule. If a balanced schedule is submitted to the unit manager as indicated above, the manager shall review and approve the schedule. If a schedule is not submitted by the deadline, the relevant Nurse Manager may establish the schedule in his or her sole discretion. If the schedule submitted by the scheduling committee is timely but not balanced, the relevant Nurse Manager will balance it by working with the scheduling committee. For this

purpose, a balanced schedule shall take into account relevant training and competencies. By the specified Thursday two weeks before the start of the schedule (when the schedule is balanced), the draft schedule will be “approved” in BidShift or equivalent system or be otherwise posted in a public, transparent manner that is reasonably available and visible to all nurses on the unit. If a schedule is completed early, it may be posted prior to being open on BidShift for the employees in the department to review. On the specified Friday, two weeks before the schedule begins, all unfilled shifts will be open for any nurse to request.

(ii) Management must approve or deny a BidShift request within 72 hours of when the shift is requested. If the 72 hours would include a Saturday or Sunday, an additional 24 hours is added to the approval period.

(iii) Two weeks from the date of ratification of this agreement a calendar will be created and distributed by Nursing Administration which clearly delineates all specific due dates reflected in above scheduling requirements and will do so yearly.

(iv) With management approval, units may develop their own self-scheduling guidelines which are not in conflict with this agreement.

(c) Disputes between and among individual employees and the scheduling committee shall be resolved by the Union under such procedure as it may establish.

(d) Once posted, schedules shall not be changed

without the consent of the employee.

(e) The scheduling committee shall assign new nurses to a weekend rotation in order to balance the weekend schedule, with consideration to skill mix that may result in other changes to assigned weekends.

8.6. Snow or Weather Emergencies

During anticipated weather emergencies, certainly those declared by the city, the Hospital shall have adequate sleeping arrangements and meal cards for all nurses required to stay on premises.

8.7. Current Shifts

(a) It is understood that units are currently staffed with four hour shifts six-hour shifts, eight-hour shifts, 10-hour shifts, 12 hour shifts and combinations of four-hour, six-hour, eight-hour, 10-hour and 12-hour shifts.

(b) It is also understood that a limited number of nurses are currently scheduled for 16-hour shifts. No change will be made in the schedule of those nurses without their consent. Going forward, no nurse who has not regularly been scheduled for 16-hour shifts, and no newly-hired nurses, will regularly be scheduled for a 16-hour shift.

(c) An employee shall not be scheduled to work within 12 hours after the scheduled end time of the employee's last regularly scheduled eight-hour shift and within 11 hours of the scheduled end time of a 10- or 12-hour shift.

8.8. Makeup of Weekend Call-Outs

Employees shall make up weekend call-outs no later than the end of the next six-week schedule. The make-up shall be determined by the relevant scheduling committee after discussion with the employee. If the scheduling committee, in conjunction with the manager, determines that the make-up is not needed for patient care needs, the nurse will not be placed on an additional weekend. No other nurses schedule shall change involuntarily as a result of a weekend make up. No weekend makeups shall be scheduled within the current schedule.

ARTICLE 9 OVERTIME/ADDITIONAL SHIFTS

9.1. Overtime Compensation

(a) Employees shall be paid at time and one-half times their regular rate of pay for all authorized time worked in excess of 40 hours per week.

(b) PTO and other time paid but not worked shall not be considered as time worked for the purpose of computing overtime.

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

9.2. Scheduling Overtime

(a) Additional shifts which become available after a schedule is posted and more than 48 hours in advance shall be posted on BidShift or equivalent system. Any qualified employee may bid for and be awarded the assignment. Additional shifts will be fairly distributed among bargaining unit employees over time. Once awarded, a requested additional shift becomes a regular assigned shift and may not be cancelled by the employee without the approval of the manager unless a replacement is found by the employee or through BidShift. When an employee has accepted an additional shift in a specific unit and the need for overtime on that unit no longer exists, Section 26.6 shall apply.

(b) Additional shifts which become available, or which are still unfilled, less than 48 hours in advance may be filled by the manager in the most expedient manner, giving such preference to bargaining unit employees, including employees on the outgoing shift, as is reasonably possible under the circumstances.

9.3. For FLSA-exempt employees

Special projects or extra shifts over an employee's regularly scheduled work week shall be compensated at straight time (up to an amount that does not jeopardize the employee's FLSA exempt status).

9.4 Einstein will comply with PA Act (102) regarding mandatory overtime.

ARTICLE 10 HOLIDAYS

10.1. Scheduled Holidays.

(a) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be holidays eligible for premium pay when worked.

(i) Winter Holidays: Thanksgiving Day, Christmas Day, and New Year's Day.

(ii) Summer Holidays: Memorial Day, Independence Day, and Labor Day.

(b) Each regular employee who is scheduled to work, and works, on the actual holiday shall be paid at time and one-half his or her regular rate of pay for all hours worked. Time and one-half does not apply to work on the observed holiday.

(c) On Christmas Eve and New Year's Eve, all hours worked after 7:00p.m., regardless of the employee's start time, shall be paid at time and on-half.

(d) When a nurse is regularly scheduled to work a Monday through Friday schedule, a holiday falling on Sunday shall be observed the following Monday and a holiday falling on Saturday shall be observed the preceding Friday. If an employee is required to work on an observed holiday, he/she will be scheduled for work in accordance with Section 10.01(i) below.

(e) Subject to subsections (f), (g) & (h) below, an employee who is not scheduled to work on a holiday and who wishes to be paid, shall be paid using time (including shift differential) from his or her PTO allotment. For this purpose, only an employee who has not completed his or her first 90 days of employment is permitted by the PTO Policy to take such PTO time before it is earned and his/her PTO bank will reflect the negative balance.

(f) An employee who is absent without prior approval from their last scheduled shift prior to, their shift on, or their first scheduled shift after a legal holiday is not eligible to be paid for the unscheduled absence using time from his or her PTO bank. An employee who is absent without prior approval from their last scheduled shift prior to or their first scheduled shift after a legal holiday on which he or she is scheduled off is not eligible to be paid for holiday using time from his or her PTO bank.

(g) An employee who is precluded from using PTO time for an absence under subparagraph (f) may use sick pay if the absence is due to the employee's own illness and documented by a physician's note/certification. This provision shall constitute a collectively-bargained waiver of any contrary provisions of the Philadelphia Sick Leave Ordinance.

(h) An employee is "scheduled to work on a holiday" for this purpose if a majority of the hours for which the employee is scheduled fall

between 6:00 am the day of the holiday and 5:59 am the day after the holiday.

(i) Holiday work scheduling shall be the responsibility of the respective unit scheduling committees as provided in Article 8. Employees in each unit will be scheduled for holiday work on an equitable, rotating basis, continuing from the existing rotation.

10.2. Personal Days. Employees who wish to take time off for personal purposes may do so under the terms of the PTO provisions of Article 22.

ARTICLE 11 VACATION SCHEDULING

11.1. In General

(a) Each unit's designated scheduling committee shall be responsible for scheduling vacation time within that unit on the same basis as its other scheduling responsibilities. Subject to Section 11.02 below, an employee will submit an electronic bid for vacation time to the scheduling committee prior to the balanced draft schedule for the relevant period being submitted to the manager by the scheduling committee. Where a requested vacation includes a weekend or holiday which, in the employee's normal rotation, would be a weekend or holiday scheduled to work, the employee must find their own coverage for the weekend or holiday. An electronic bid is one submitted by e-mail or any

future program Einstein implements so long as there is a time stamp mechanism and reasonable consensus of use. All requests and approvals shall be transparent and accessible to affected employees at all times. Outside of Peak Vacation times, requests shall be approved on a first come first serve basis.

(b) Einstein will guarantee a minimum of 9.1 percent of budgeted productive RN hours for PTO use per unit. For units currently above the 9.1%, an analysis will be done taking the last three years of PTO allotment and Productive FTE hours. If that rate remains over 9.1% those units will remain at the average rate determined by the analysis. These allotments will begin CY 2021. The PTO percentage chart provided to the union on 11/16/20 will remain part of the MOA for reference.

Procedural areas currently utilizing a different formula will provide the union the data and information over the last three years used to define that formula no later than 60 days post ratification. The 9.1% formula agreed upon above will not result in any reduction of PTO for procedural areas.

The ED will allow a minimum allotment of 60 hours M-F per day of PTO allotment beginning no later than 5/30/21.

(c) Except in an unforeseeable, bona fide emergency situation stemming from an Act of God or event of similar magnitude beyond Einstein's control no change shall be made in approved vacations once scheduled except by mutual

agreement of the employee and the manager.

(d) Employees may not schedule vacation for a date when they will not have accrued time nor may the scheduling committee schedule a vacation for a period when the employee will not have sufficient PTO available.

(e) No later than October 1st of each year, Einstein will inform each unit scheduling committee of the number of shifts available for vacation during each week of the next calendar year, including the Peak Vacation periods. Except in cases of unusual or extraordinary operational events, there shall be no black-out periods.

(f) Approved vacation requests of employees who transfer between units will be honored whenever possible. An employee who transfers into a unit after the selection period for Peak Period vacations may not bump another employee within that unit who has already chosen their Peak vacation period. The employee will discuss previously approved vacation with the receiving unit scheduling committee prior to transfer and the receiving unit scheduling committee will inform the employee prior to transfer whether their existing vacation request can be honored.

(g) Paid vacation time is part of each employee's PTO allotment and shall, for all purposes except scheduling, be administered and paid in accordance with Article 22.

(h) In units or departments where

vacation scheduling involves both bargaining unit and non-bargaining unit staff, the bargaining unit scheduling committee will cooperate with the non-bargaining unit staff in developing the vacation schedule on an equitable basis without regard to bargaining unit status. If the scheduling committee and non-bargaining unit staff are unable to agree, the matter will be decided by the manager.

11.2. Peak Period Vacation

(a) Peak summer vacation is defined as the Sunday before Memorial Day and continuing through the Saturday following Labor Day. No employee shall be permitted to schedule more than two (2) weeks in a calendar year peak period unless all other requests have been granted and available slots remain. The unit scheduling committee may grant an exception to this two (2) week limitation in the case of nurse who have families that live abroad. During non-peak vacation time there shall be no limitation on the number of consecutive weeks requested, but the scheduling committee may consider the interests of other employees in the unit in scheduling the requested vacation.

(b) Employees shall request Peak Summer Vacation in the following manner:

(i) First Round:
Employees shall provide the unit scheduling committee with his or her 1st, 2nd & 3rd week request by January 31 and the committee shall confirm awarded weeks by February 15th.

(ii) Second Round: Employees shall provide the unit scheduling committee with his or her 1st, 2nd & 3rd week request by February 28th and the committee shall confirm awarded weeks by March 15th.

(iii) The scheduling committee shall provide a filled-in schedule between Round 1 and Round 2 for employees to review before making his or her second week request.

(iv) No employee shall receive a 2nd Peak Period week until every employee in the unit who wants one has been awarded a 1st Peak Period week.

(c) Employees who do not bid during the First or Second Round may later submit a bid for an available Peak Period week in accordance with Section 11.01 above.

11.3. Disputes

Disputes between and among individual employees and the scheduling committee shall be resolved by the Union in the same manner as other scheduling disputes.

ARTICLE 12 HEALTHCARE & PENSION

12.1 Healthcare

(a) For the duration of this Agreement,

all employees shall continue to participate in Einstein's health insurance plans on the same terms as other similarly-situated Albert Einstein Healthcare Network employees.

(b) If the terms of such plans shall be changed in a manner materially adverse to participating employees, Einstein will give the union a minimum of 90 days' notice in order to Meet and Discuss over any changes in good faith.

12.2 Retirement

(a) For the duration of this Agreement, all employees shall continue to participate in Einstein's defined benefit pension plan on the same terms as other similarly-situated Albert Einstein Healthcare Network employees.

(b) For the duration of this Agreement, all employees shall continue to participate in Einstein's Section 403(b) defined contribution pension plan on the same terms as other similarly-situated Albert Einstein Healthcare Network employees.

(c) If the terms of such plans shall be changed in a manner materially adverse to participating employees, Einstein will give the union a minimum of 120 days' notice in order to Meet and Discuss over any changes in good faith.

12.3 Other Benefits.

(a) For the duration of this Agreement, and except as otherwise provided or modified by another provision of this Agreement, all employees shall continue to participate in Einstein's other benefit plans on the same terms as other similarly-situated Albert Einstein Healthcare Network employees.

(b) If the terms of such plans shall be changed in a manner materially adverse to participating employees, Einstein will give the union a minimum of 90 days' notice in order to Meet and Discuss over any changes in good faith.

ARTICLE 13 SHIFT DIFFERENTIAL AND ON CALL

13.1. Differentials

(a) Shift Differentials

(i) Maintain current practice of paying 10% for evening, night and weekend differentials.

(ii) Maintain current practice for paying call-back hours.

(b) Other Differentials

(i) RNs hired into Float Pool position will receive a \$10.00 per hour differential on their base pay rate. RNs hired into Float Pool positions will only receive the float differential when working

their regular float shifts or when they sign up for additional float positions through Bid Shift. RNs hired into Float Pool positions will not receive the float differential when they sign up for additional shifts on individual units/departments.

(ii) RNs hired into the Surgical Resource Nurse position will receive a \$2.25 per hour differential on their base rate effective the first full pay period following ratification; and \$2.50 per hour differential on their base rate effective the first full pay period of July 2021.

(iii) RNs hired in the VAD coordinator position will be paid as exempt employees and receive a \$6.00 per hour differential on their base rate.

(iv) RNs on the Regional Heart Team will receive a \$5.25 per hour differential on their base rate effective the first full pay period following ratification.

(v) RNs on the Liver Team will receive a \$2.75 per hour differential on their base rate effective the first full pay period following ratification.

(vi) Effective the first full pay period following ratification, there shall be a \$1.50/hr Charge Nurse & Preceptor Differential

(vii) Effective the first full pay period following ratification, there shall be a \$3.00/hr Emergency Department Charge Nurse Differential

(viii) Nurses in Care Management shall be compensated for additional shifts per Article 9.3 plus an additional differential of \$125 for every shift worked on weekends and \$225 for every shift worked on a holiday.

(ix) All other differentials shall remain the same.

13.2. On Call

(a) An RN, who is required to remain available for a designated period of time to complete work remotely or report to Einstein to work in accordance with department policy, is considered to be "on call".

(b) Currently the units that require on call include the Cath Lab, SPU, IR, OR, PACU, Transplant, Care Management, Cardiology, and CRC. Call provisions will be eliminated in Tower 5, NICU, and CCU henceforth.

(c) The-on-call rate shall be \$4.00 per hour, except in cases below:

(i) The Cardiac and Liver teams shall receive a \$5.00 per hour on call rate.

(ii) Care Management shall receive a call bonus of \$20.00 for every five hours of call.

(iii) Transplant Coordinators shall receive an on-call bonus of \$125 for each weekday and \$250 for each weekend/holiday call in lieu of the hourly call rate. The back-up Transplant Coordinator

receives an on-call rate of \$2.00 per hour.

(iv) VAD Coordinators shall receive an on-call bonus of \$62.50 for each weekday and \$125 for each weekend/holiday call in lieu of the hourly call rate.

(d) An RN who is called in to work will 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.

(e) An RN who is called into work, and such call is canceled before the employee arrives at work, shall receive two (2) hours pay.

(f) An RN called into work after 11:00 p.m. who is scheduled to work the following morning has the following options:

(i) May commence their regularly scheduled shift after the completion of the call-in work assignment.

(ii) May elect to take part of or all of the following day off and may utilize available PTO or may elect to take such time off without pay. The employee must notify the nurse manager to ensure that proper coverage can be maintained. If there are staffing concerns, the manager and employee will explore other compromises to ensure adequate staffing.

(iii) Employees in the OR and the PACU who are called into work per 13.2 (f) will

receive up to four (4) hours post call pay to be applied to schedule adjustments the following day.

(iv) The Liver team will continue the practice of receiving a post call day. If a post-call day is required, Einstein would pay for the post-call hours (up to eight hours) if the following conditions are met:

a. the employee is scheduled to work the day following the call

b. the employee works either four hours between the hours of 11 PM and 7AM or the employee works 16 consecutive hours or more.

c. The post call hours count toward the calculation of overtime.

(g) Employees in any department in the bargaining unit who work 16 or more hours within a 24-hour period as a result of taking call who have less than eight hours off before the start of their next regularly scheduled shift shall be released from their scheduled shift with manager approval and may be paid through PTO or can go unpaid.

(h) If patient flow and staffing require, the Hospital will implement additional premiums for call for a time limited period based on the operational needs of the department. Premium rates will not be paid for call shifts that are voluntarily added by the RN.

(i) 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 Einstein desires to change the call reporting time in a department, Einstein shall provide at least six weeks' notice and negotiate with the Union.

(j) On-call assignments shall be scheduled and posted by the scheduling committee as part of the regular scheduling process. 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.

(k) See Temporary Side Letter for On Call Premium.

ARTICLE 14 MANAGEMENT RIGHTS

14.1 The management of the Hospital and the direction of the working force are vested exclusively with the Hospital. By way of example and not of limitation, except where expressly abridged by a specific provision of law, regulation or this Agreement, and without limitation by any past practice, the Hospital retains the sole right to hire; to discipline or discharge for just cause; to layoff, promote, transfer and assign its employees; to determine or change the starting or quitting time and number of hours worked; to promulgate or change reasonable working rules and regulations; to assign duties to the

work force; to establish, expand, reduce, combine, consolidate or abolish any job classifications; as noted above, except as expressly limited by another provision of this Agreement, to determine staffing levels for any department or unit and adjust them from time-to-time; to organize, institute, enlarge, eliminate or reduce a department, unit or service; to introduce new or improved equipment, supplies and facilities and regulate the use of such equipment, supplies and facilities; to subcontract a service, unit, operation or other work after discussion with the Union and subject to bargaining over effects; to hire temporary nurses from or through agencies or brokers, providing such hiring does not have the effect of working a significant erosion of the bargaining unit; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Hospital prior to the execution of this Agreement.

ARTICLE 15

USGRIEVANCE PROCEDURE

15.1 In this Article and in Article 16, the following definitions apply:

(a) “Grievance” shall mean a complaint, dispute, controversy, or disagreement between an employee and the Hospital, or the Union and the Hospital, concerning the interpretation, application of, or compliance with, any of the provisions in this

Agreement.

(b) “Days” shall mean calendar days. In this Article and in Article 16, whenever a period of time is specified, the day of the event or action which commences the period shall not be included for purposes of calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or holiday observed by the Hospital pursuant to this Agreement, the period shall be extended to the next day which is not a Saturday, Sunday or holiday observed by the Hospital pursuant to this Agreement.

15.2 The disposition of any Grievance at any step of the Grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between the Hospital and Union shall be final and binding upon the employee and any other persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Hospital and Union shall be final and binding upon all employees and any other persons affected.

15.3 The Hospital and the Union recognize that the goal of this Agreement’s Grievance procedure is to attempt to resolve a Grievance at the lowest level possible with the least amount of time and resources. In furtherance of this goal, a Grievance shall be processed and disposed of in the following manner:

INFORMAL RESOLUTION: The employee, either directly or through a Union Representative, may first confer with the employee’s supervisor or

with such other person as the Hospital may designate and attempt to resolve the matter.

STEP ONE: If the dispute is not resolved informally, the Union must initiate the formal Grievance procedure by completing and delivering a written grievance form to the employee's immediate supervisor and to the Hospital's Human Resources Office within 10 days of the date upon which the employee first became aware of, or reasonably should have become aware of, the events or circumstances which give rise to the Grievance in an attempt to effectuate a satisfactory settlement. The Grievance shall set forth a description of the events surrounding the Grievance, the specific provision or provisions of this Agreement alleged to have been violated, the approximate time and date of the occurrence on which the Grievance is based, and the resolution or remedy requested. The Clinical Director and Chief Nurse or designee shall have 10 days to give a written answer to the employee. If no satisfactory settlement is reached, the employee or Union may, within five days after the supervisor's answer, appeal to Step Two.

STEP TWO: If the Grievance is not satisfactorily resolved at Step 1, the Union shall submit the written Grievance to the Director of Human Resources (or the Director's designee), who shall have 10 days after receipt of the written Grievance to meet with the employee and the Union. Within 10 days of the meeting, the Director of Human Resources (or the Director's designee) shall return to the employee (with a copy to the Union) a written answer. If no satisfactory settlement is reached, the Union may,

within 30 days after the Director of Human Resources' (or the Director's designee) answer, appeal to Step Three.

STEP THREE: If the Grievance is still not satisfactorily resolved, the Grievance may be appealed to an impartial arbitrator in accordance with Article 16 of this Agreement.

15.3 The time limits provided for in this Article may be extended only by mutual written agreement of the Hospital and the Union. Any Grievance not timely presented or any Grievance not timely appealed within the time limits provided for in this Article, shall be deemed waived and final. A Grievance not answered within the time limits provided for in this Article shall automatically advance to the next Step; provided, however, there shall be no such automatic advance to arbitration under Step 3.

15.3 A Grievance filed by the Union relating to contract interpretation may be presented initially at Step 2 but any relief granted in response to such a Grievance shall be prospective only, and shall not be retroactive. This language shall not apply to grievances initially filed at Step One.

15.3 A Grievance filed by the Union relating to a discharge or suspension may be presented initially at Step 2, provided that such Grievance is presented in writing within 10 days of the discharge or suspension.

15.3 The Hospital and Union agree that it is in the Hospital's and the Union's best interests to address Grievances in a timely, professional and ethical manner. Upon written request by a Union Representative, a Union Representative may inspect relevant material in the employee's personnel file upon which the Hospital is or will be relying. Such information will be provided in a timely manner.

15.3 The Hospital and the Union agree that employees having direct knowledge of facts giving rise to a Grievance should be free to participate on behalf of any party in all steps of the Grievance procedure after obtaining permission from his or her Nurse Manager to do so, whose approval shall not be unreasonably withheld. The aggrieved employee and any witnesses shall be permitted to spend reasonable amounts of time during scheduled working hours in handling and resolving Grievances in accordance with this Article.

ARTICLE 16 ARBITRATION

16.1 If the Grievance is not satisfactorily resolved at Step 2, upon the request of the Union or the Hospital, the Grievance may be submitted to arbitration for resolution under the then-prevailing Voluntary Labor Arbitration Rules of the American Arbitration Association ("AAA"). The request for arbitration must be made in writing within (30) days after the Director of Human Resources' (or the Director's designee) answer in Step 2. Unless otherwise agreed

in writing by mutual agreement of the Union and Hospital, only one grievance shall be submitted in a single arbitration. A Union request for arbitration will be sent to the Vice President of Human Resources.

- 16.2 If the Union and the Hospital cannot agree upon an impartial arbitrator, an arbitrator shall be selected by AAA in accordance with the then-prevailing Voluntary Labor Arbitration Rules of AAA.
- 16.3 The arbitrator shall have no power to add to, to subtract from, modify, vary, remove or change any of the terms or provisions of this Agreement. The arbitrator shall have jurisdiction only over Grievances as defined in Article 15. The scale of wages established by this Agreement shall not be changed by any arbitration decision. The award shall be based the questions raised by the parties in respect to the specific interpretation and application of this Agreement. The arbitrator's decision will be final and binding upon all employees, the Union, and the Hospital.
- 16.4 The arbitrator shall hear the Grievance as expeditiously as possible and shall render a written decision within 30 days after the conclusion of the hearing or submission of briefs (whichever is later), unless otherwise extended in writing by mutual agreement of the Union and the Hospital
- 16.5 The fees and expenses of the American Arbitration

Association and the arbitrator shall be shared equally by the parties. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use. Where both parties desire a transcript, they shall share the cost equally.

- 16.6 Any award for back pay shall have deducted therefrom any unemployment compensation or other compensation that the aggrieved employee may have received from any source during the period for which back pay is claimed.

ARTICLE 17 SEPARABILITY

- 1.1. This Agreement is subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 18 RESIGNATION

- 18.1 Employees covered by this Agreement shall give at least two weeks' notice of their intent to voluntarily resign their employment with Einstein. Employees who are selected for an internal transfer or promotion within Einstein shall provide the same notice to their current unit.
- 18.2 Resignations should be confirmed orally or in writing including the reason for leaving and the effective date. Employees who orally resign may receive a "Confirmation of Resignation" notice.
- 18.3 If an employee provides less notice than requested, Einstein may deem the individual to be ineligible for rehire depending upon the circumstances regarding the notice given.
- 18.4 Einstein reserves the right to provide an employee with pay in lieu of any or all of the notice period in situations where job or business needs warrant such action. Such a decision should not be perceived as reflecting negatively on the employee since it may be due to a variety of reasons not known to the individual or other employees. Where an orientee gives notice of resignation, Einstein may waive all or part of the notice period without payment.
- 18.5 Once Einstein has confirmed the resignation in

writing, employees will not be allowed to rescind a resignation without approval.

- 18.6 An employee's notice period must be actual days worked. No time off will be approved after notice is given. The use of accrued benefit time during this period is not permitted without the approval of the employee's manager.

ARTICLE 19 NO STRIKE OR LOCKOUT

- 19.1 No employee shall engage in any strike, sit-down, sit-in, slow-down, sick-out, cessation, stoppage or interruption of work, boycott, picketing of any kind (including, but not limited to, informational picketing), or other interference with the operations of the Hospital, including actions in support of employee claims against or interests in respect of the Hospital or in support of any other organizations (including but not limited to other labor organizations), causes, purposes or objectives of any kind or nature whatsoever; nor shall the Union, its officers or agents, in any way, directly or indirectly, authorize, assist, encourage, ratify, condone, participate in or sanction any such activity.
- 19.2 It is mutually agreed that there shall be no strike or interference with work on the part of the Union, or a

lockout on the part of the Union, or a lockout on the part of the Hospital for any cause whatsoever during the period of this Agreement.

19.3 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, sick-out, cessation, stoppage or interruption of work, boycott, picketing of any kind (including, but not limited to, informational picketing), or other interference with the operations of the Hospital, including actions in support of other labor organizations, occur, the Union shall, immediately upon /a request by the Hospital:

(a) Publicly disavow such action by the employees.

(b) Advise the Hospital in writing that such action by employees has not been called or sanctioned by the Union.

(c) Notify employees that such action is in violation of this Agreement and instruct such employees to cease such action and return to work immediately.

(d) Post notices at Union bulletin boards advising that such action is in violation of this Agreement, and instructing employees to return to work immediately.

19.4 Any employee engaging in activity prohibited by this

Article shall be subject to discharge, and the only question which may become the subject matter of the grievance and arbitration provisions of this Agreement shall, in the event of such disciplinary action, be the question of whether the employee so disciplined, did, in fact commit any of the acts prohibited in this Article.

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

ARTICLE 20 PERSONNEL PRACTICES

- 20.1 Performance Accountability.

(a) Employees shall be subject to the same performance and disciplinary standards as other similarly-situated Einstein employees, as they may exist from time-to-time, subject to the just cause standard and grievance and arbitration procedures of this Agreement.

(b) Suspensions pending investigation without pay shall not exceed one calendar week. Such suspensions may be extended with pay.

- 20.2 Performance Evaluations. Employees shall be subject to periodic reviews of their performance in accordance with generally-applicable Einstein

policy. The employee shall be permitted to review the evaluation and shall sign the evaluation form to 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. The substance of the evaluation shall not be subject to the grievance and arbitration process.

20.3 Personnel Files

(a) Material addressing an individual's performance or conduct shall not be placed in the personnel file without being shown to the individual involved. Materials addressing an individual's performance or conduct which have not been shown to the individual may not be used as a basis of discipline.

(b) An 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 upon reasonable request in the presence of an HR representative within four working days of the request. The right to review a personnel file does not include the right to make changes to its contents. Routine inspections of a personnel file not in connection with any specific issue or event involving the employee will normally be limited to once per year. The Union agrees not to utilize this right in an abusive or excessive manner.

**ARTICLE 21
PAST PRACTICES**

- 21.1 All past practices inconsistent with this Agreement are eliminated, unless continued by Einstein under the discretion conferred by Article 14 (Management Rights) or as otherwise specifically agreed by the parties.

**ARTICLE 22
PTO & SICK TIME**

22.1 PTO Time

- (a) For the duration of this Agreement, all employees shall continue to participate in Einstein's Paid Time Off (PTO) Program on the same terms as other similarly-situated Albert Einstein Healthcare Network employees.
- (b) If the terms of such plans shall be changed in a manner materially adverse to participating employees, Einstein agrees that employees will keep their accumulated PTO bank; and that Einstein will give the union a minimum of 120 days' notice in order to Meet and Discuss over any changes to the employee's accumulation rates in good faith.

22.2. Sick Time.

- (a) For the duration of this Agreement, all employees shall continue to participate in Einstein's Sick Time Program on the same terms as other similarly-situated Albert Einstein Healthcare Network employees.
- (b) If the terms of such plans shall be changed in a manner materially adverse to participating employees, Einstein agrees that employees will keep their accumulated Sick bank; and that Einstein will give the union a minimum of 120 days' notice in order to Meet and Discuss over any changes to the employee's accumulation rates in good faith.

ARTICLE 23 PAID LEAVE

23.1 Bereavement Leave

- (a) Eligible employees will be granted up to three days bereavement in the event of the death of the employee's spouse or domestic partner, father, mother, child (including legal guardianship arrangements), grandchild, or siblings.
- (b) Eligible employees will be granted one day bereavement in the event of the death of the employee's grandparent, or parent/brother/sister/daughter/son-in-law.

(c) Einstein understands people define family in different ways and will be respectful of variants from this description, with the understanding that the provision of paid bereavement leave in the case of the death of persons other than those mentioned in subparagraphs (a) & (b) above will be in Einstein's sole discretion. An employee who does not meet the eligibility requirements for, or is not otherwise granted, paid bereavement leave may be excused from work without pay or may apply PTO time with the approval from their manager and/or department director.

(d) An "eligible employee" is a full- or regular part-time employee scheduled to work a minimum of 40 hours bi-weekly, who has completed their 90-day benefit eligibility period, and does not include a per-diem RN.

(e) In the event that a death in the immediate family occurs during a period when the employee is off duty due to a scheduled day off for which the employee is applying Paid Time Off ("PTO") or sick time, upon proof of such bereavement, up to three (3) days of his/her PTO and/or sick time may be charged to bereavement leave.

(f) The employee must notify his/her supervisor of his/her plan to be absent before the beginning of his/her scheduled shift. Proof that a death has occurred may be required at the discretion of the employee's manager and/or department director. Proof of death may consist of a death certificate, newspaper notice, etc.

23.2 Jury Duty

(a) Leave Entitlement. An employee who is called to jury duty shall be entitled to leave. Einstein will pay an employee his/her base rate for his/her regularly scheduled shift for jury service. The employee is entitled to keep monies paid by the court for jury service. It is an expectation that employees will keep his/her supervisor up to date and informed regarding extended jury duty service. The employee and his/her supervisor should discuss length of time away, coverage and options available.

(b) Procedures and Restrictions

(i) An employee must present the jury duty summons to his/her supervisor as soon as he/she receives the summons from the court. Any undue delay in the presentation of the summons may preclude the employee from payment under this policy. In no case will the employee receive payment for jury service if the supervisor receives the summons less than 48 hours before the report time for jury service.

(ii) If the supervisor feels that jury service by this employee at this time would hamper department operations, the supervisor should contact their Human Resources Service Specialist to discuss available strategies to help the employee secure an excuse from service. If the court does not excuse the employee, the employee must report for jury service.

(iii) When the employee needs to serve on a jury, the supervisor shall adjust the employee's schedule to allow the employee to report for jury service.

(iv) If an employee normally works evening or night shift and must attend jury duty during the day, the supervisor will excuse the employee from working the normal shift for that evening or the prior night, if applicable.

(v) At the end of jury duty, the employee must submit the receipt from the court to his/her supervisor. The supervisor ensures that appropriate notation is made on the employee's payroll record. The department timekeeper shall submit the receipt to the Payroll Department according to standard payroll procedures.

(vi) The employee will receive payment as part of the regular paycheck. Einstein will pay an employee his/her base rate for his/her regularly scheduled shift.

(vii) If the court excuses an employee from jury service on a regularly scheduled workday, the employee must contact his/her supervisor as promptly as possible. The employee should be ready and available to report for work if the supervisor makes the request.

(viii) Einstein will not pay an employee for more than the normal day's pay for any day that an employee works and performs jury service. The jury

service hours paid shall be at the rate for the employee's regularly scheduled shift.

- 23.3 All full and regular part-time employees will be entitled to up to four weeks paid leave, at the employee's regular hourly rate, for the preparation and recovery from organ donations.

ARTICLE 24 UNPAID LEAVES OF ABSENCE

24.1 Family & Medical Leave

(a) Eligible employees will be entitled to unpaid leave to the extent, and subject to the terms and limitations of, the Family and Medical Leave Act and comparable state or local laws.

(b) Employees are required to substitute any available paid sick leave for unpaid leave due to their own illness. Employees may use some, all, or none of their PTO for all or part of FMLA leave. Sick and PTO leave may not be "stacked" with FMLA leave to increase the amount of consecutive leave.

(c) Employees seeking FMLA leave shall comply with all generally applicable Einstein policies and procedures regarding such leave, which policies and procedure shall not be inconsistent with law.

(d) At the expiration of an employee's statutory leave entitlement, he/she may apply for

additional unpaid personal leave under Section 24.02 below.

24.2 Personal Leave

(a) Leave Entitlement. A personal leave of absence may be granted for a period of time in excess or anticipated to be in excess of 10 calendar days, during which the employee is authorized by his/her manager and/or department director to be absent from work. Such leave of absence may be granted for leaves that do not qualify for Family and Medical Leave or other leave programs or where Family and Medical Leave entitlement has been exhausted. Personal leaves immediately following the expiration of FMLA leave entitlement are not subject to the 10-day minimum.

(b) Procedure for Requesting Leave.

(i) When Leave is Foreseeable. For foreseeable leaves, the employee must complete a Request for a Personal Leave of Absence form to his/her manager and/or department director at least 30 days prior to the first day of proposed absence.

(ii) When Leave is not Foreseeable. When an employee requests leave that is not foreseeable, Einstein requests that the employee give the earliest possible notice. However, in no case should the employee provide notice later than the next business day after the employee learns of the need for leave, unless this is not possible due to extraordinary circumstances (such as a medical emergency).

(iii) For purposes of this section, “foreseeable” leave is leave that can be reasonably anticipated by a similarly-situated employee.

(iv) For purposes of clarification, the procedures for requesting and approving a personal leave of absence do not apply to the scheduling of vacation and other PTO time, which issues are governed by Article 8.

(c) Condition for Approval. A personal leave of absence may be approved only when all of the following conditions are met:

(i) Approval of a request for a personal leave of absence is at the discretion of the employee’s manager and/or department director and the Human Resources Director or designee. Approval will be based on the needs of the department, the difficulty in replacing the employee during the leave, and Einstein’s obligations under applicable law, which in the case of leave to accommodate a qualifying disability would require that the leave not be unreasonably denied.

(ii) The employee provides the documentation requested by his/her manager and/or department director or a member of the leave department within the outlined time frames to substantiate his/her reason for leave.

(iii) Einstein will not request that the individual provide genetic information, in

compliance with the Genetic Information Nondiscrimination Act of 2008 (GINA).

(d) Procedure for Approving Leave.

(i) An employee completes the employee portion of the Request for Personal Leave of Absence and submits the necessary substantiation and/or, where applicable, medical certification to his/her manager and/or department director within the outlined time frame provided to the employee.

(ii) The manager and/or department director reviews the request. If medical certification is required, the employee must provide appropriate medical documentation to substantiate the need for leave within the outlined time frame provided to the employee. The request form and/or, where applicable, medical certifications are also sent to Human Resources. Human Resources in conjunction with the manager and/or department director will approve or deny the request.

(iii) The employee is notified in writing of the approval or denial within 14 days of the submission of all required documentation.

(e) Failure to Provide Requested Medical Documentation. Employees who take time off under a new request for personal leave or under an existing approved personal leave for medical reasons are expected to provide appropriate medical documentation as requested. An employee who asserts a need for personal leave for medical reasons and takes that leave without providing requested

medical documentation and/or without approval will be subject to Einstein's Performance Accountability process up to and including termination.

(f) Leave Period

(i) The period of leave will be approved for up to thirty (30) days, commencing with the first day of absence. The manager and/or department director and Human Resources will assess any requests for leave exceeding 30 days on a case-by-case basis.

(ii) The manager and/or department director and Human Resources will approve requests for extensions of leave on a case-by-case basis. The employee must submit a written request at least 10 days prior to the scheduled date of return to work and meet all the conditions for Leave of Absence set forth above. The manager and/or department director and Human Resources will determine if additional medical or other information is needed to support a request for extension.

(g) Pay. A personal leave of absence may be paid through the concurrent use of accumulated time. If the employee is taking personal leave due to his/her own health condition, Einstein will require him/her to first use all available, accumulated sick time. If the employee voluntarily elects Short Term Disability coverage through Einstein and chooses to apply this coverage for payment when taking personal leave, the employee will only be required to use all accumulated sick time until satisfying the 14-calendar day waiting requirement. Once Short-Term

Disability benefits begin, the employee may choose whether they use any remaining sick time or PTO time. If applicable, sick time must be exhausted before PTO or unpaid time is utilized. If an employee is taking personal leave for reasons other than the employee's own health condition, accumulated sick time cannot be used. The employee may opt to use PTO time, as available.

(h) If an employee is on consecutive leave and fails to provide the appropriate certification to substantiate the leave of absence within the requested timeframe, payment of accumulated sick or PTO will be suspended until such time that the paperwork is received and the leave approved. Upon approval, the employee shall be entitled to payment of available Sick and PTO time retroactive to the date payment was suspended.

(i) Benefits.

(i) While an employee is on leave, Einstein will continue healthcare benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. Einstein's continuation of health benefits while an employee is on an approved leave shall not exceed a maximum period of six months and shall at all times be subject to the employee's payment of any required employee contribution.

(ii) If requested by the employee, he/she may pay some or all of the required employee contribution upon return to work over not-to-exceed four pay periods within the same plan year.

(j) Return from Leave. At least 10 working days prior to the scheduled date of return to work, the employee should provide his/her manager and/or department director with confirmation of his/her intent to return to work on the scheduled date. An employee's failure to provide such notification may result in the employee not being reinstated to his/her pre-leave position or a comparable position within the department; and may be considered a voluntary resignation of employment by the employee.

(k) Pay and Status

(i) Salary review and increases will be processed in accordance with Einstein's procedures once the employee returns from leave, but will not be retroactive.

(ii) PTO will not accumulate while an employee is on a personal leave of absence. Upon return, PTO accumulation resumes at the rate to which the employee is entitled.

(iii) No additional accumulation of sick time takes place during the personal leave of absence. Upon return, sick time accumulation resumes at the rate to which the employee is entitled.

(l) Reinstatement. If the employee met all obligations as outlined in the policy upon the conclusion of the leave, Einstein will restore the employee to his/her original position. In an instance where the original position is no longer available due

to layoffs or unit closure, the employee shall be restored to a position of like status and pay.

24.3 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. Employees may have the option to use accrued PTO during such obligations.

24.4 Leave for Union Activity

(a) An employee who wishes to accept a position with the Union may apply for an unpaid personal leave under the terms of this Article. No more than one bargaining unit member will be eligible for such a leave at any one time.

(b) If notice is given prior to posting the schedule, up to three employees will be granted an unpaid leave of up to two weeks from work for the purposes of engaging in Union business, including but not limited to Union Conventions, meetings, conferences, and other activities, patient care permitting and these requests shall not be unreasonably denied. If, subsequent to the posting of the schedule, an employee can themselves find others to cover their shifts for up to the same two-week period which does not incur an overtime obligation, the employee shall be granted the leave. The employee shall not suffer any loss of seniority or other benefits as a result of such leave. This shall not

be read to prohibit additional employees using PTO in accordance with PTO procedures to engage in Union activity.

24.5 Educational Leave

An employee who wishes to take full-time leave for educational purposes may apply for an unpaid personal leave under the terms of this Article.

ARTICLE 25 EDUCATION, TRAINING AND JOB ASSIGNMENTS

25.1 In-Service Training and Education

(a) Einstein shall provide meaningful in-service education to all employees. This shall include its current practice of scheduling in-service training when implementing new equipment or practices, in connection with annual competency requirements and in similar situations. Courses will be scheduled so as to be reasonably accessible to all shifts. Einstein shall also continue its current practice of making on-line CEU training opportunities available to employees at no cost.

(b) In the event an employee is required to attend an in-service session, such employee shall be paid for all hours scheduled at the shift rate applicable at the time of attendance at the session. Required attendance shall be considered as time worked in the computation of overtime. Einstein will upon request make reasonable efforts to schedule required in-service sessions during an employee's

scheduled work hours. If an employee believes that completing required in-service(s) during work hours is not feasible, the employee should discuss a plan for completing the requirement(s) with their manager.

25.1.1 When Einstein requires attendance at an external conference or seminar, an employee shall attend without loss of pay and such reasonable fees and expenses shall be borne by Einstein. When requested by the employee, payment will be made in advance of the conference or seminar where feasible.

(d) An employee may request time off to attend conferences, seminars and workshops not required by Einstein but which are related to the nursing field to further professional growth and development. Such requests must be made to the relevant committee (for employees in the Nursing Service Organization) or supervisor (for employees in other units) at least six weeks in advance and will be considered under existing standards. Confirmation of approval or disapproval will be e-mailed to the employee within 14 days from request. Paid conference days may be approved by Einstein in its sole discretion. PTO may be used for any unpaid conference days.

25.2. Certification Requirements

Specific certification requirements for particular positions or units shall be included in the relevant job description. Einstein may amend such job descriptions from time-to-time to add additional certification requirements for a position or unit

provided that incumbent employees are provided with a reasonable time in which to meet the new requirement.

25.3. Preceptors

(a) Staff nurses who volunteer may be selected by Einstein to serve as Preceptors and shall be assigned on an equitable basis. If there are not enough volunteers, Einstein may assign staff nurses to serve as Preceptors. Preceptors shall receive instructions covering the content of the orientation program and their role as Preceptors. Preceptors assist in the new employee orientation and serve as clinical resource persons and role models for new employees. Preceptors shall have a minimum of one-year experience and be six months beyond their probationary period. The relevant Nurse Manager shall provide for an orientation of new Preceptors.

(b) Staff nurses shall be given at least one week's notice of their assignment as the principal Preceptor for a new employee. No such notice shall be required when a staff nurse is assigned as a temporary or substitute Preceptor in the absence of the principal preceptor.

25.4. Tuition Reimbursement

Employees shall be entitled to participate in Einstein's Tuition Assistance Program on the same terms as all other Einstein employees. If an employee utilizes this Program to obtain an advanced practice nursing degree and Einstein is unable or unwilling to place the employee in an advanced

practice nursing position within six months of completion of the degree, the balance of the employee's one-year employment commitment will be waived. Einstein shall maintain this program at current levels for the duration of this Agreement.

25.5 Certification Bonus

(a) Full-time and part-time staff nurses who hold a relevant and approved certification (as currently exists on the Magnet recognized list of specialty Certifications) will be paid a certification allowance of \$1,500 per year, paid once per year, paid to each employee on the schedule set forth in the Certification Policy. This increase in the certification bonus will be effective on July 1, 2017, the same date as the changes in the RN Excellence Guidelines provided for in Section 25.06

(b) Einstein will pay for an eligible staff nurse to take a required certification exam twice, but a nurse who fails such an exam on the first attempt will be put on a review and retesting plan prior to the second attempt. The review and retesting plan may include additional education which, if required by Einstein, will be paid for by Einstein.

(c) Einstein will pay for a successfully-passed, non-required certification exam.

25.6 Einstein Healthcare Network RN Excellence Guidelines FY16. Effective July 1, 2017 Certification, Charge Nurse and Preceptorship shall

be removed as criteria from the existing RN Excellence program and the payout of the program shall be changed to \$2,000.00 for the first portfolio and \$1,000.00 for each of two additional portfolios. The RN Excellence Program, as so modified, will remain in place for the duration of this agreement.

25.7 Charge Nurses

In order to be assigned as a Charge Nurse under Article 28 (Staffing), a nurse

- (a) Must have at least two years of nursing experience
- (b) Receive an orientation from the relevant Nurse Manager or designee, and
- (c) Be precepted as a Charge Nurse for at least two shifts

ARTICLE 26 REASSIGNMENT

26.1. RN Reassignment

(a) It is understood by the parties that staffing patterns are variable due to changes and fluctuations in acuity and census. Such changes and fluctuations are not predictable and may result in employees covered by the Agreement being reassigned to other units prior to the completion of their shift. For purposes of this Article, reassignment

means a temporary (no more than part of or a whole one shift assignment) to a unit other than an employee's regularly assigned unit. It shall not be the policy of the hospital to staff by reassignment, but rather to view reassignment as a method to provide safe staffing.

(b) No nurse originally hired at the Philadelphia hospital on Old York Road will be reassigned to other Einstein facilities unless they agree. This restriction shall not apply in the case of nurses hired into positions or units which regularly rotate among Einstein facilities, including, OR/Surgical Services, Interventional Radiology, Pre-Admission Testing, Pain Institute, Cancer Center, Cardiology and OB. Hereafter, the requirement of such rotation will be included in the offer letter of all nurses hired into such positions or units. Einstein will maintain the existing scope of such rotations and will not expand that scope without the agreement of the Union. This provision shall expire upon the expiration of this agreement and shall be of no further effect unless specifically renewed by the agreement of the parties.

26.2. Patient Safety

(a) Employees will not be reassigned from their home unit if it would create a staff shortage in the home unit, except in cases where patient care requires it. All efforts will be made to fill unit vacancies with staff that possess the competencies and skill set for that unit before reassignment of staff who would require a modified assignment. Per-Diem and employees working additional shifts will

not be automatically cancelled to fulfill staffing hours of employees from other units. In this case, the overstaffed unit will reduce their staffing by use of the rotational time off process. When it is necessary to reassign RNs to another unit to meet patient care needs, RNs will only be reassigned to partner units unless all other efforts to fill the vacancy have been exhausted. When RNs are reassigned who do not possess the competencies for that unit, a modified assignment will be made per the then-applicable Reassignment Guidelines.

(b) For purposes of subsection (a) above, the partner units are:

(i) Step Down (PCU/SSU/NSU)

(ii) Medical/Surgical, Telemetry & Observation

(iii) Women's & Children's

(iv) ICUs

(v) Behavioral Health

(vi) OR and Pain Institute

(vii) PACU and SPU

(c) Unit specific reassignment brochures created by the Unit Practice Committee will be given to the reassigned RN and will be specific to each unit but uniform in their design. At the time of the reassignment, a specific RN will be identified as a resource RN for the person reassigned.

26.3. Probationary Period

(a) No newly-graduated RN will be reassigned to another unit in the 12 months from date of hire. No RN who transfers to another unit will be reassigned during their orientation.

26.4. Conditions and Order

(a) An employee will not be reassigned to more than one unit during an assigned shift, unless the employee volunteers for the assignment. Returning to the home unit will not constitute a second reassignment however once returned to the home unit, the employee will not be reassigned again unless they volunteer. In this case if the home unit is overstaffed, a different RN would be reassigned for the remainder of the shift. When reassignment is necessary, employees shall be reassigned in the following order:

- (i) Solicited volunteers.
- (ii) Per-Diem Agency.
- (iii) Travelers Agency.
- (iv) Per Diems not in-home unit.

(v) Per Diems in home unit.

(vi) Employees on extra shift/extra pay.

(vii) All regular full time and part time staff per a rotational reassignment list which is maintained on each unit. The unit rotational list begins with the least senior RN based on Hospital seniority on the unit.

(vii) Preceptor will not be reassigned if orienting an orientee and nurses assigned charge duty for that shift shall not be reassigned.

(b) An RN with more than 20 years Hospital Seniority will not be reassigned without his or her consent unless he/she is the junior RN in a unit from which a reassignment is to be made.

26.5. Call Back

(a) No RN shall be reassigned while in call-back status.

26.6 Extra Shift

(a) If an employee is scheduled for an additional shift, the employee will be informed of whether they will be reassigned and, if they are to be reassigned, they may cancel their additional shift without penalty. The employee shall be informed at least two hours prior to the start of the shift.

ARTICLE 27 MEETINGS

27.1. General

Einstein and the Union are committed to the success of the existing Nursing Shared Governance Program with respect to matters of nursing practice. During the term of this Agreement, Einstein will not curtail the existing program without the agreement of the Union, but may expand the program at its option. Einstein will use its best efforts in scheduling meetings of all relevant Shared Governance meetings so as to accommodate RNs on all shifts and schedules. Einstein and the Union shall cooperate in establishing a fair electoral process for the selection of RN representatives on all Unit Practice Committees, Clusters, Network Nursing Council and Nursing Excellence Committee (formerly known as the Magnet Committee) and, should no RNs seek election to any such committee covering units represented by the Union, the Union shall be responsible for recruiting volunteers. Consistent with existing practice, RNs participating in Shared Governance meetings shall be paid for that time.

27.2. Nursing Resources Committee

(a) Objectives. The Nursing Resource Committee will consider and evaluate the human, fiscal and equipment resources utilized by the Nursing Service Organization, and provide recommendations to the Network Nursing Council and Nursing Leadership that support quality, cost

effectiveness and safety in the professional practice of nursing and patient care.

(b) Responsibilities. The responsibilities of the Nursing Resource Committee include, but are not limited to:

(i) support the Nursing Service Organization's strategic plan;

(ii) participate in educational activities related to the objectives and responsibilities of the Committee;

(iii) collaborate across departments to ensure that high quality care is provided in a cost-conscious manner; and in a manner that controls waste.

(iv) monitor metrics specific to nursing to better inform discussions and recommendations, including turnover and vacancy rates, usage of agency nurses and 1:1s, exit interview data, days to fill, hiring, care hours per patient day, work-related injuries; staffing & scheduling and equipment & supplies;

(v) to the extent not subsumed within subparagraph (iv), reviewing, discussing and making recommendations based upon identified staffing concerns;

(vi) receive and discuss quarterly reports on relevant issues from Human

Resources, Recruitment and LiveWell;

(vii) partner with nursing recruitment to identify opportunities to attract qualified nurses;

(viii) support Network Nursing Council work and activities; and

(ix) provide reports and recommendations to the Network Nursing Council.

(c) Membership. The Nursing Resource Committee shall consist of:

(i) two clinical nurses from each of the nine clusters elected by the nurses in each cluster and two nurses representing nursing units not within the clusters;

(ii) Two Directors of Nursing

(iii) One Nurse Manager;

(iv) the Associate Chief Nurse Executive; and

(v) Two representatives from Nursing Education & Professional Development.

(d) Leadership. The Nursing Resource Committee shall be chaired by a clinical nurse selected by the Committee from among its members.

(e) Meetings. Labor Management and NRC will each maintain their current membership composition. These meetings will be scheduled back to back with NRC followed by Labor Management, with each normally being two (2) hours in length. Upon mutual agreement, based on agenda, the Labor Management meeting may be extended an additional hour.

(f) Compensation. Non-exempt employees will be paid for time spent in meetings or on the business of the Nursing Resource Committee, subject to general standards of reasonableness.

(g) Agenda. There will be a mutually agreed upon agenda.

27.3 Other Shared Governance Structures

If after all Unit Practice Committees, Clusters, Network Nursing Council and the Nursing Excellence Committee (formerly known as the Magnet Committee), have functioned with full RN participation for one year, the Union believes that additional committee structures are desirable, Einstein agrees to meet and discuss the issue.

ARTICLE 28 STAFFING

28.1. General Principles. The Hospital and the Union agree that:

(a) it is the goal of both parties to provide high quality nursing care to all patients and that adequate staffing is an important element of both high-quality nursing care and a positive working environment for nurses;

(b) adequate and appropriate staffing levels within departments or units will vary with census, acuity, shift, employee call-outs and other absences, the specialization of care and changes in technology and the methods of delivery of patient care, among other factors;

(c) the determination of adequate and appropriate staffing levels within departments or units is ultimately a management right and responsibility of the Hospital; and

(d) the experience and input of the nursing staff is an important factor in the establishment of adequate and appropriate staffing levels and it is in the interest of the Hospital, its nurses and their patients to provide appropriate channels for that input.

28.2. Implementation & Management of Unit Staffing Guidelines

(a) Einstein will make all reasonable efforts to hire and retain sufficient nursing staff in all units and on all shifts to meet its established staffing guidelines.

(b) Einstein will prepare and post current

staffing grids in each unit which reflect current practice. The metrics and other information upon which current practice is based will be shared with the Nursing Resource Committee. In in-patient units, and assuming no material changes in business or programs, staffing will be maintained at levels consistent with current practice on an overall basis over time and may be adjusted based on changes in patient mix and acuity on a particular unit, and no reduction will be made in such overall practice without a consensus of the Nursing Resource Committee. In other units, overall staffing levels will not be reduced below those, which reflect current practice without notice to and discussion with the Nursing Resource Committee. The parties agree that a staffing grid establishes, for scheduling purposes only, a number of nurses to be scheduled for specified projected patient census levels (including projected admissions.) The staffing grids do not constitute minimum staffing ratios or other limitations upon the ability of a given unit to operate with fewer nurses than scheduled or to limit the number of patients for which an individual nurse may be responsible at any given time.

(c) Einstein will use all reasonable efforts to schedule staff on each unit on each shift in a manner consistent with the applicable staffing grid and will not cancel a nurse's scheduled shift, or except under circumstances provided in Article 26 (Reassignment) reassign a scheduled nurse if to do so would reduce staffing on that unit below the level suggested by the applicable staffing grid, unless patient acuity or other assumptions which underlie the staffing grids are not present.

(d) Einstein will establish and/ or maintain resources and procedures for responding effectively to fluctuation in census, unscheduled nurse call-outs and other events effecting staffing levels, including:

(i) nursing float pools for (A) med surg/telemetry and (B) critical care/step down;

(ii) use of all available programs to support a robust pool of qualified per diem nurses;

(iii) use of in-service and other training programs under Article 25 (Education, training, and Job Assignments) to support cross training of existing RN's available for reassignment across units.

(iv) immediate posting of shift vacancies in bid shift where practical and communication of such vacancies to all RN's available to pick up shifts, by other means where reasonably possible; and

(v) Availability to nurse managers of financial and other incentives to recruit and fill vacancies including non-contract incentives.

28.3. Nurse Manager and Charge Nurse

(a) The parties agree that it is desirable that there will be at least one Nurse Manager, Clinical Manager or Charge Nurse assigned and available on each shift and each unit to serve as a

resource for other staff; coordinate care activities in the unit; reduce the need for RNs with full, direct care assignments to perform duties, such as patient transport, which would require them to leave the unit or otherwise distract them from direct patient care; provide direct patient care where necessary including taking a patient assignment to cover incidental or unanticipated RN vacancies until substitute RNs are available; and to perform similar such duties. The parties further agree that, where this role is to be filled by an RN assigned as Charge Nurse, that RN should at a minimum have a modified initial direct patient care assignment.

(b) The parties share the goal of reducing or eliminating the initial direct care patient assignment of the Charge Nurse from the regular full RN complement of the unit, over the course of this Agreement, and will cooperate to identify and implement priorities and steps toward achieving this goal in a manner consistent with patient care priorities and the arbitration settlement agreement and contract side letter.

28.4. Nursing Resource Committee & Staffing Input

(a) The Nursing Resource Committee within the Einstein Medical Center Nursing Service Organization Shared Governance System (as more fully described in Article 27 Shared Governance) shall serve as the means for nursing input to and review of the operation of unit staffing matters.

(b) The Nursing Resource Committee will promote a commitment to excellence in nursing

practice by addressing issues and making recommendations to the Network Nursing Council concerning staffing and other human and material resources.

(c) The Nursing Resource Committee will have access to and regularly review data and other information regarding or related to staffing issues, including but not limited to event reports, identified scheduling concerns, input from unit scheduling committees, national data bases, evidence based research, standards adopted by professional nursing organizations (*i.e.*, AWHONN, AACN & AORN), and Einstein-specific staffing data.

ARTICLE 29 REFERRAL TO THE NURSING RESOURCES COMMITTEE

29.1 General

(a) If any Nurse has a good faith belief that he/she has been given an assignment or instruction which compromises patient care or patient safety, he/she should report it to the Nurse Manager, Clinical Manager, Supervisor or Charge Nurse to whom he/she reports as soon as practical, and state the specific nature of the objection. The process is attached hereto as Appendix B.

(b) This process does not give the Nurse the right to refuse an assignment. The process does allow for the Nurse to document his/her concern about an assignment/situation without concern regarding retaliation.

(c) If the instruction or assignment is not altered and is performed to the best of the Nurse's ability, the Nurse will not be subject to discipline for executing the instruction or assignment, and the Hospital will not retaliate in any way for the stated objection.

(d) If any liability ensues from the specific instruction objected to under this process, the Hospital will indemnify and hold harmless the Nurse for execution of the instruction, unless intentional misconduct by the Nurse is demonstrated.

ARTICLE 30 LABOR MANAGEMENT MEETINGS

There shall be a two-hour monthly labor-management meeting attended by a representative from Human Resources, a PASNAP representative, and six members of the bargaining unit to discuss provisions of the agreement and any other issues that might arise between the parties. Bargaining unit members shall attend with no loss of pay. The agenda shall be mutually determined. Either side may bring additional attendees as needed.

ARTICLE 31 NATURE OF AGREEMENT

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

ARTICLE 32

WORKPLACE HEALTH AND SAFETY

32.1 General

Einstein and the Union share a commitment to the safety and security of employees, patients and visitors and recognize that safety and security is a shared responsibility of management and employees. At the same time, Einstein and the Union also recognize that both increased recognition of the importance of family and visitor support in the care of patients and Einstein's role as a community institution.

32.2. Training & Drills

(a) The Hospital is committed to continuing its program of employee security training and making such training available to employees on all shifts. The Union is committed to helping publicize and promote such training and encourage the regular participation of all employees.

(b) Employee training will include, among other things:

(i) continuing education that focuses on improving the quality of workplace safety, including but not limited to identifying potentially violent situations, de-escalating violent and assaultive behaviors by patients or others, implementing other steps as needed to mitigate the risk of violence;

(ii) person to person and group training (e.g, de-escalation and active shooter training); and

(iii) drills and exercises (including unit based and large-scale live action events).

(c) When determined to be necessary or appropriate by the Hospital Safety Committee Subcommittee on Security and Workplace Violence, the Hospital may make specific types of security training or drills mandatory for one or more units or groups of employees.

32.3. Security Presence

(a) All Hospital entrances open to the general public after 9 p.m. will be monitored by security personnel.

(b) The Security Department will maintain a program of rounding of the Hospital covering all shifts and designed to permit appropriate levels of observation and response times.

(c) The Security Department will perform an assessment of the panic alarm needs on all units and recommend the installation of alarms as to respond effectively to violent situations.

(i) The Security Department will continue to maintain and regularly check panic buttons and monitor quick and efficient response to staff calls for assistance. When such panic buttons are activated, the Hospital agrees there

will continue to be an in-person response to such calls.

32.4. Safety Committee

The Union shall have the right to have a bargaining unit member sit on the Subcommittee on Security and Workplace Violence of the Hospital Environment of Care Committee. The employee shall not lose time nor pay as a result of attending hospital safety committee meetings. In addition, the Hospital and the Union agree to meet with each other upon request to discuss matter of concern relating to workplace safety.

32.5. Conduct of Patients and Visitors

(a) The Hospital will maintain a clear code of conduct for patients and family members/visitors. The Union recognizes that it is the responsibility of all employees to uphold the code of conduct for employees, visitors, and patients.

(b) The Hospital will maintain a protocol for reporting violent or potentially violent incidents to the Hospital and law enforcement.

(c) The Hospital, through the Protective Services Department, will continue to provide support and assistance to nurses who wish to pursue complaints against patients or visitors who engage in assaults or other criminal behavior against them.

(d) The Hospital and the Nursing Staff shall work together to manage visitor control in a way that supports the patient's clinical status and

needs, language, or other cultural considerations. Nurses have the discretion to limit a patient's visitors to a number they deem appropriate in the exercise of their professional judgment and the Protective Services Department will continue to assist Nurses with visitors who fail to cooperate with their instructions or otherwise violate the Visitors' Code of Conduct.

32.6. Post-Incident Follow-up

(a) Through Carebridge or equivalent program, the Hospital will continue to offer support and counseling to employees who have experienced threats or violence from patients, visitors or others while at work.

(b) The Hospital will continue its protocol whereby nurses are required to immediately and accurately report to management and document safety incidents, including threats or acts of violence. The Union will encourage its members to immediately and accurately report and document any and all safety incidents to the appropriate management representatives.

(c) Management will promptly investigate safety incidents, including but not limited to unsafe exposure to sharps and other biohazardous materials. Incidents shall be reviewed and discussed at the Subcommittee on Security and Workplace Violence of the Hospital Environment of Care Committee for the purpose of further developing effective prevention policies and practices; provided, however, that unit-specific incidents may be discussed and resolved at the unit level.

- 32.7 Einstein will comply with all city, state and federal regulations regarding pandemic requirements.

ARTICLE 33 SUCCESSORSHIP

Section 1. Should the Einstein Healthcare Network sell the assets of Albert Einstein Medical Center – Philadelphia (the Hospital) to a Buyer that intends to operate the facility as an acute care hospital, the sale will require the Buyer to staff bargaining unit positions by offering employment to employees in the affected classifications at their then current wage rate. For such employees hired by the Buyer, the Buyer shall assume their accumulated, unused PTO, as well as allow employees to carry over their available sick time. This clause shall apply regardless of whether the transaction involves an assignment, receivership, bankruptcy or any other asset sale.

Section 2. The Buyer would be required to recognize PASNAP as the bargaining unit representative of the nurses for the Hospital.

Section 3. Within 20 days after a definitive Agreement of Sale is executed, the Hospital will give the Union notice of the sale and a copy of the provisions in the sale Agreement which mandates the requirements specified in Sections 1 and 2 above.

Section 4. Except as provided in Section 5 below, the Buyer would be required to honor the terms

of the Seller's collective bargaining agreement with PASNAP for the duration of the contract term.

Section 5. Buyer would be permitted to implement the benefit plans of Buyer's choice for Healthcare, Pension, Paid Time Off, Holiday, and Education. These benefits would then be subject to bargaining after the expiration of the contract term as set forth in Section 4.

DRAFT

**ARTICLE 34
DURATION OF AGREEMENT**

33.1 This Agreement shall be in full force and effect from March 1, 2020 and shall remain in effect until and including April 30, 2023.

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

Sylv Vucelja, J. Edgar Hoover, ED

J. Edgar Hoover, ED

Julia Krizan, ED

Julia Krizan, ED

Heidi Patel, MPCU

Heidi Patel, MPCU

Jerry Dasek, MPCU

Jerry Dasek, MPCU

John Bickham-Murphy, PACU

John Bickham-Murphy, PACU

Aisha Logan, SPU

Aisha Logan, SPU

Nicole Brown-Young, RT

Nicole Brown-Young, RT

Mary Ann Zimmerman, Mary Ann Zimmerman

Margaret Leason, Margaret Leason, ED, 28 yrs

Margaret Leason, ED

Dara Morris, Cash Lab

Dara Morris, Cash Lab

Sylvie Mulvaney, Sylvie Mulvaney

Sylvie Mulvaney, ED

Kevin Chilton, Tower 6

Kevin Chilton, Tower 6

Patrick Kelly, Patrick Kelly

Patrick Kelly, MPCU

Christina, Christina

Christina, MU

Mary Ann Zimmerman, Tower 7

Maurice McGinnis, Maurice McGinnis, MPCU

Maurice McGinnis, MPCU

Theresa Tagliamonte, Theresa Tagliamonte, CCU

Theresa Tagliamonte, CCU

Chelisa Fabara, Chelisa Fabara, SCU

Chelisa Fabara, SCU

Lauren Adams, Lauren Adams, SCU

Lauren Adams, SCU

Lauren Adams, Lauren Adams, SCU

Lauren Adams, SCU

Larissa Nesbit, Larissa Nesbit, MPCU

Larissa Nesbit, MPCU

Mary Pat Peterson, Mary Pat Peterson

Mary Pat Peterson, Care Management

Joyce F Rice, Joyce F Rice, RT

Joyce F Rice, RT

Joyce F Rice, Joyce F Rice, RT

Joyce F Rice, RT

Eden Chelmswell, Eden Chelmswell, CR

Eden Chelmswell, CR

Christina, Christina

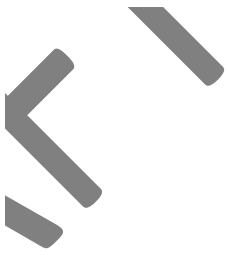
Christina, MU

Christina, Christina

Christina, MU

Patrice Haverstick

Patrice Haverstick,
Associate Vice President,
Human Resources
Albert Einstein Medical Center



**APPENDIX A
WAGE SCALES**

RN EXPERIENCE WAGE SCALE

Yrs Exp	Ratification 2020	2021	2022
0-1	35.01	35.71	36.42
2	36.61	37.34	38.09
3	38.46	39.23	40.01
4	40.58	41.39	42.22
5	42.29	43.13	44.00
6	43.08	43.95	44.83
7	43.61	44.48	45.37
8	44.14	45.02	45.92
9	44.66	45.55	46.46
10	45.18	46.08	47.00
11	45.71	46.62	47.55
12	46.42	47.35	48.30
13	47.20	48.14	49.11
14	47.85	48.81	49.78
15-16	48.82	49.79	50.79
17-19	49.31	50.29	51.30
20-21	49.88	50.88	51.89
22-24	50.38	51.38	52.41
25-29	50.94	51.96	53.00
30-34	52.00	53.04	54.10
35+	52.52	53.57	54.64

Non-Cardiothoracic NP/Midwives Rates

Cardiothoracic NP Rates

	Year 1	Year 2	Year 3			Year 1	Year 2	Year 3
Start	50.09	51.80	52.84		Start	51.94	55.49	56.60
YOE 01	50.98	52.84	53.89		YOE 01	52.34	55.60	56.71
YOE 02	51.87	53.89	54.97		YOE 02	53.79	57.73	58.89
YOE 03	52.78	54.97	56.07		YOE 03	54.73	58.89	60.06
YOE 04	53.70	56.07	57.19		YOE 04	55.69	60.06	61.27
YOE 05	54.63	57.19	58.34		YOE 05	56.66	61.27	62.49
YOE 06	55.21	57.62	58.77		YOE 06	57.64	62.49	63.74
YOE 07	55.79	58.05	59.21		YOE 07	58.64	63.74	65.02
YOE 08	56.19	58.49	59.66		YOE 08	59.29	64.70	65.99
YOE 09	56.59	58.93	60.10		YOE 09	59.96	65.67	66.98
YOE 10	56.99	59.37	60.56		YOE 10	60.64	66.65	67.99
YOE 11	57.40	59.81	61.01		YOE 11	61.32	67.65	69.00
YOE 12	57.81	60.26	61.47		YOE 12	62.01	68.67	70.04
YOE 13	58.21	60.71	61.93		YOE 13	62.53	69.35	70.74
YOE 14	58.62	61.17	62.39		YOE 14	63.06	70.05	71.44
YOE 15	59.03	61.63	62.86		YOE 15	63.59	70.75	72.16
YOE 16	59.27	62.09	63.33		YOE 16	63.95	71.45	72.88
YOE 17	59.50	62.56	63.81		YOE 17	64.30	72.17	73.61
YOE 18	59.73	63.03	64.27		YOE 18	64.67	72.89	74.35
YOE 19	59.97	63.50	64.7670		YOE 19	65.03	73.62	75.10
YOE 20-24	60.21	63.62	64.89		YOE 20-24	65.43	74.06	75.54
YOE 25-29	60.46	63.75	65.03		YOE 25-29	65.69	74.21	75.70
YOE 30+	60.76	64.00	65.28		YOE 30+	66.02	74.50	76.00

**Weekend RN Table
effective 11/22/20**

Weekend Days	\$48.50
Weekend Eve/Nights	\$53.50
Holiday Days	\$53.50
Holiday Eve/Nights	\$58.50
Weekday Days	\$38.50
Weekday Eve/Nights	\$42.50

DRAFT

Effective 11/22/2020				
Per Diem: Nurse RN Tier 1			Orientation	
Minimum Commitment - 36 Hours			\$30/hr	
Weekend Requirement – None				
Holiday Requirement – None				
	RN lvl 1 Per Diem Rates			
		Day	Evening	Night
	Weekday	\$ 44.50	\$ 49.50	\$ 49.50
	Weekend	\$ 49.50	\$ 54.50	\$ 54.50
	Holiday	\$ 64.50	\$ 64.50	\$ 64.50
Per Diem: Nurse RN Tier 2			Orientation:	
Minimum Commitment - 24 Hours			\$30/hr	
Weekend Requirement - 24 Hours (included in minimum)				
Holiday Requirement - 1 Winter and 1 Summer				
	RN lvl 2 Per Diem Rates			
Location		Day	Evening	Night
PASNAP	Weekday	\$ 50.50	\$ 55.50	\$ 55.50
	Weekend	\$ 55.50	\$ 60.50	\$ 60.50

	Holiday	\$ 70.50	\$ 70.50	\$ 70.50
Per Diem: Nurse RN Tier 3			Orientation:	
Minimum Commitment - 60 Hours			\$30/hr	
Weekend Requirement - 36 Hours (included in minimum)				
Holiday Requirement - 1 Winter and 1 Summer				
	RN lvl 3 Per Diem Rates			
Location		Day	Evening	Night
PASNAP	Weekday	\$ 53.50	\$ 58.50	\$ 58.50
	Weekend	\$ 58.50	\$ 63.50	\$ 63.50
	Holiday	\$ 73.50	\$ 73.50	\$ 73.50
Per Diem: Nurse RN Tier 4			Orientation:	
Minimum Commitment - 96 Hours			\$30/hr	
Weekend Requirement - 48 Hours				
Holiday Requirement - 1 Winter and 1 Summer				
	RN lvl 4 Per Diem Rates			

Location		Day	Evening	Night
PASNAP	Weekday	\$ 56.50	\$ 61.50	\$ 61.50
	Weekend	\$ 61.50	\$ 66.50	\$ 66.50
	Holiday	\$ 76.50	\$ 76.50	\$ 76.50

DRAFT

APPENDIX B
NURSING RESOURCE COMMITTEE REFERRAL

This form is to be used if a Registered Nurse has a good faith belief s/he has been given an assignment or instruction that compromises patient care or patient safety. The Registered Nurse should first report the concern to the direct supervisor as soon as practically possible stating the specific nature of the objection. In addition, the Registered Nurse will complete this form prior to, or at the conclusion of, the shift during which the assignment/instruction was made and give it to the direct supervisor or to the Nursing Supervisor.

Today's Date _____ Employee Name
(print) _____

Employee Position/Title _____ Phone Number

Date & Time of Directive or Situation

Nature of Concern:

- Training or experience level Isolation
Precautions
 Staffing Acuity

- Equipment/supplies
 Hours
 Worked
 Others

Summary of What Occurred: (who, what, when, where; list names of witnesses; document specific, factual comments only, including your reason for concern.)

Clinical Concerns Form

Additional Information:

Unit Census _____

Patient Care Staffing Count:

	Regular Full/Part Time	Per Diem	Reassigned (include unit reassigned from)	Agency/Traveler	Number of Call Outs
RN					
PCA					

Was there a Health Unit Coordinator working?
Yes No

I attest that the information detailed above is true and accurate. Signature of RN(s):

Nursing Leader Accepting Form

Date

Signature is acknowledgement of receipt only.

Comments from Nurse Manager of the unit:

SIDE LETTERS

DRAFT



Mr. Mark Warshaw
Organizer

PENNSYLVANIA ASSOCIATION OF STAFF
NURSES & ALLIED PROFESSIONALS

1 Fayette Street, Suite 450
Conshohocken, PA 19428

RE: Improvements on Health Insurance

In connection with our collective bargaining agreement of today's date, the parties have acknowledged that Einstein is actively pursuing a replacement for the Noble Network to permit employees to seek care outside of Einstein on more convenient and economical terms. Einstein will continue this process and, where possible and appropriate, keep the Union informed of the status of those efforts. If and when such a replacement network is established, covered RNs shall participate on the same terms as all other Network employees.

Accepted and agreed to:

A handwritten signature in cursive script, appearing to read 'Patricia Hanushek', is written in black ink on a white background. The signature is enclosed within a thin black rectangular border.

Signature – Einstein

Mat Warsaw

Signature - PASNAP

DRAFT



12/20/2016

Mr. Mark Warshaw

Organizer

PENNSYLVANIA ASSOCIATION OF STAFF
NURSES & ALLIED PROFESSIONALS
1100 E. Hector Street, Suite 450
Conshohocken, PA 19428

Re: Emergency Department Safety Assessment

Dear Mr. Warshaw:

In connection with our collective bargaining agreement dated today, the parties acknowledge that, as reflected in the attached memorandum, Elizabeth Datner, MD, FACEP, Chair of the Department of Emergency Medicine, has undertaken an external comprehensive collaborative review security risk assessment of the security programs at all Einstein Emergency Departments (the “Comprehensive Assessment”).

Prior to the external aspects of the Comprehensive Assessment, Dr. Datner has created an Emergency Department Security Assessment Advisory Group to: (1) identify particular questions and concerns regarding safety and security in the Emergency Departments of Einstein Healthcare Network Hospitals, (2) prioritize the questions and concerns identified and (3) provide this information to the consulting group. The Union and the Hospital agree to have two (2) members of the advisory group be RN’s; one

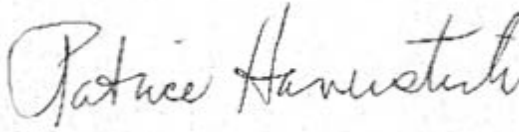
RN to be chosen by management and one to be chosen by the Union.

Upon the conclusion of the Comprehensive Assessment, Einstein and the Union will meet to discuss the results, recommendations and a plan for implementation.

If this letter accurately sets forth our agreement, would you kindly so indicate by signing the enclosed copy of this letter and returning it to me.

yours, Very truly

Accepted and agreed to:



Patricia Hamerstein

Signature – Einstein



Mark Warsaw

Signature – PASNAP



Mr. Bill Zoda
Regional Director
PENNSYLVANIA ASSOCIATION OF STAFF
NURSES AND ALLIED PROFESSIONALS
1 Fayette Street, Suite 450
Conshohocken, PA 19428

Re: On Call Premium

Dear Mr. Zoda:

Interventional Radiology

The following will summarize that we have a temporary on-call premium program in Interventional Radiology:

(a) On-Call shifts of more than 1 weekday per week (weekday includes Monday through Thursday)

(b) On-Call shifts more than 1 weekend per month (weekend includes Friday through Sunday)

(c) For all on call shifts above the baseline outlined, the call rate will be \$10.00 per hour instead of \$4.00 per hour.

The Hospital will implement a temporary on-call premium program in the. OR:

(a) Any on-call shift above eight (8) in a month will be paid at \$10.00 an hour.

The Hospital may sunset and implement additional on-call premiums as needed.

Accepted and agreed to:

Signature – Einstein

Signature - PASNAP



Mr. Bill Zoda
Regional Director
PENNSYLVANIA ASSOCIATION OF STAFF
NURSES AND ALLIED PROFESSIONALS
1 Fayette Street, Suite 450
Conshohocken, PA 19428

Re: Pending Schedule Changes

Dear Mr. Zoda:

Management will provide 12 weeks' notice of a schedule change, and upon request will discuss such schedule change during the 12-week notice period. Schedule changes would first be done through solicitation of volunteers; and then through inverse seniority order among those employees with the appropriate skill.

Accepted and agreed to:

Signature – Einstein

Signature - PASNAP

DRAFT

SIDE LETTER AND ARBITRATION SETTLEMENT
AGREEMENT

The parties, PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS (“PASNAP”) and ALBERT EINSTEIN MEDICAL CENTER (“AEMC”) agree to the following;

1. Within one (1) business day of execution of this Settlement Agreement PASNAP agrees to withdraw with prejudice and refrain from refileing its Demand for Arbitration with the American Arbitration Association, docketed Case No. 01-19-0003-3406.
2. In exchange for the promises set forth in Paragraph 1 of this Settlement Agreement, AEMC agrees to the following:
 - a. Beginning with the first Labor Management meeting post ratification, the union Labor Management Committee and Nursing Management shall begin to evaluate the following units for Charge With a Modified Assignment (“CWMA”) 24/7. If the union Labor Management Committee and Nursing Leadership agree that another unit not listed should be considered for implementation they will be added to the list. Those units are:
 - i. Levy 6 PCU
 - ii. NSU/SSU

- iii. Levy 7 and 9
- iv. Levy 4 Observation
- v. Tower 4, 6, 7 and 8
- vi. CCU
- vii. NICU, MICU, SICU

Einstein and the Union recognize that the procedural areas, no less than the inpatient units, can benefit from reducing or eliminating the direct patient care assignments for Charge Nurses.

- b. If the union Labor Management Committee and Nursing Management agree that based on current staffing guidelines and unit average daily census that CWMA (defined as a fewer number of patients and/or lesser acuity of patients) can be implemented, no further action is needed for those unit(s). Acuity, for the purposes of CWMA, will be determined by Nursing Management and the charge nurse. If the Labor Management Committee and Nursing Management agree that if CWMA can be implemented without altering current staffing guidelines then CWMA will be implemented on those units in the next scheduling period.

If Management and the charge nurse do not agree about a lesser assignment based on acuity, the charge nurse will

complete an NRC referral form for documentation and review of the incident by Nursing Management and the Labor Management Committee. If NRC referral forms due to a dispute on acuity are submitted from a particular unit on a repetitive basis, the unit will be re-placed on the list of units in 2(a) above to be reviewed by Nursing Management and the Labor Management Committee to determine if CWMA has been achieved or if the unit should be considered for additional asset allocation per 2(d) below.

- c. For the units where CWMA (defined as a fewer number of patients and /or lesser acuity(as defined above) of patients) cannot be implemented based on the current staffing guidelines and unit average daily census, the union Labor Management Committee and Nursing Leadership will make recommendations, taking into account patient care priorities and available Einstein resources, that include but are not limited to, posting of additional shifts in BidShift or any subsequent scheduling system and increasing float pool resources to support CWMA. This will include, in addition, to the above, not canceling on the unit if such canceling will eliminate

a charge with a modified assignment. These considerations for implementing CWMA on any unit will not exceed the annual FTE allotment as outlined in Section (d) below.

d. If additional staffing is needed to support CWMA in any of the units identified above, for the purpose of addressing the CWMA issue, Nursing leadership will add (1) FTE in FY21 to be allocated by Nursing Leadership in collaboration with the union Labor Management Committee to the unit/s identified or to the float pool that support said unit/s. Thereafter Einstein will add two (2) FTEs in FY2022 and FY2023 and one (1) FTE in FY2024. The total number of FTEs required to be allocated by AEMC pursuant to this agreement shall not exceed 6 total across all units and will be in addition to the 9.5 Float RN FTEs posted on 11/1/20.

e. The parties agree that nothing in this Settlement Agreement is intended to guarantee CWMA on any particular day pursuant to Article 2 8. Specifically, the parties recognize that “adequate and appropriate staffing levels within departments or units will vary with census, acuity, shift, employee call-outs

and other absences, the specialization of care and changes in technology and the methods of delivery of patient care, among other factors.”

- f. The parties agree that compliance with this Settlement Agreement will establish compliance with Section 28.3 of the Agreement for the duration of the next contract period. The existing CWMA side letter will be deleted from the contract as obsolete.

- 3. This Settlement Agreement and General Release is entered into without precedent or prejudice to any Party, shall not be deemed an admission by any Party of any liability or wrongdoing and shall not be introduced or referred to by any Party in any grievance or arbitration except for purposes of enforcement of this Settlement Agreement and General Release.

Intending to be legally bound, the parties hereby affix their signatures below.

PENNSYLVANIA ASSOCIATION OF STAFF
NURSES AND ALLIED PROFESSIONALS

BY: _____

PASNAP
Co-President

DATED: _____

DATED: _____

ALBERT EINSTEIN MEDICAL CENTER

BY: _____

DATED: _____

DRAFT

Mr. Bill Zoda
Regional Director
PENNSYLVANIA ASSOCIATION OF STAFF
NURSES AND ALLIED PROFESSIONALS
1 Fayette Street, Sute 450
Conshohocken, PA 19428

Re: Just Culture

Dear Mr. Zoda:

Beginning on or about July 1, 2021, the Hospital will develop a pilot program to explore implementation of a Just Culture Model. The Union will have one employee member as part of the RFP committee for vendor selection. The pilot will include nurse unit(s) as chosen after consultation with the Union at the Labor Management Meeting. Management may also choose non-nurse units to participate. Any units selected for the pilot will be provided with employee and manager training. Any dispute over the units selected will be decided by the Hospital President and Chief Operating Officer.

The Hospital will meet periodically with union leadership to review and, if applicable, adjust the pilot.

The Hospital's goal is to achieve, by June 30, 2023, implementation of the program hospital wide.

Once Just Culture is implemented, the parties understand that where the process results in the implementation of discipline of a nurse, the affected nurse may not grieve any step of the Just Culture process (including but is not limited to the application of any

algorithm) but is limited to grieving where the resulting discipline is for just cause.

Accepted and agreed to:

Signature – Einstein

Signature – PASNAP

DRAFT

DRAFT