



**Temple University**  
**Health System**

**JEANES NURSES UNITED**

Pennsylvania Association of Staff Nurses & Allied Professionals



**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**JEANES HOSPITAL**

**AND**

**JEANES NURSES UNITED/  
PENNSYLVANIA ASSOCIATION OF  
STAFF NURSES AND ALLIED  
PROFESSIONALS**

**NOVEMBER 8, 2020 - NOVEMBER 7, 2023**





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## AGREEMENT

AGREEMENT made and entered into this 8th day of November 2020, by and between Temple University Hospital – Jeanes Campus (hereinafter referred to as "Jeanes"), located in Philadelphia, Pennsylvania 19111, and the JEANES NURSES UNITED /PASNAP (hereinafter referred to as the "Association"), with principal offices located at Two Tower Bridge, 1 Fayette Street, Suite 475, Conshohocken, Pa., 19428 acting herein on behalf of the employees of Jeanes, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

### WITNESSETH

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

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

WHEREAS, it is also the purpose of this Agreement to continue to establish equitable employment conditions and an orderly system of employee/employer relations, to continue to facilitate the solution of mutual problems, and to continue to improve the care of patients and the practice of nursing.

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

**ARTICLE 1**  
**RECOGNITION**

Section 1.

(a) Jeanes recognizes the Association as the sole and exclusive collective bargaining representative of the employees in the bargaining unit certified by the Pennsylvania Labor Relations Board in Cases No. PERA-R-07-112-E.

(b) The bargaining unit shall consist of all full-time and regular part-time staff registered nurses employed at Jeanes; and excluding, nonprofessional employees, management level employees, supervisors, first level supervisors, and confidential employees and guards as defined in Act 195.

(c) Full time employees shall be defined as employees who are hired to work thirty-six (36) hours or more per week.

(d) Regular part time employees shall be defined based on their hired hours to work as follows:

(1) Employees hired to work a set number of hours per week and are obligated through scheduling to meet such requirement up to thirty-five hours per week,

(2) Pool employees upon completion of their probationary period shall be considered members of the bargaining unit and covered by the agreement. Non-bargaining unit pool employees shall not be covered by the terms of this Agreement.

(e) This Agreement shall not apply to a temporary employee. A temporary employee is defined as one who is hired for a period of up to three (3) months and is so informed at the time of hire. The said three (3) month period may be extended up to the length of leave of the employee being replaced. In the event the temporary employee is to be retained as a permanent employee, the affected

employee's seniority shall be retroactive to the employee's original date of hire.

#### Section 2.

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

#### Section 3.

At the time a new Employee subject to this Agreement is hired, Jeanes shall deliver to said Employee a copy of this collective bargaining agreement and obtain from the employee a signed receipt therefore. A copy shall be provided to the Association upon request.

#### Section 4.

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

## **ARTICLE 2 MANAGEMENT RIGHTS**

The management of Jeanes' operations and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved, the right to hire, discipline or discharge employees for just cause, to transfer, promote or relieve employees from duty because of lack of work or other reasons, the maintenance of discipline, order and efficiency, the right to establish, revise, maintain and enforce reasonable work standards and schedules, to make from time to time and enforce reasonable work rules, to introduce new work methods and facilities, and to change or eliminate existing methods whether or not the same causes any reduction in the

working force, or reorganize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in Jeanes; provided that this section will not be used for the purpose of discriminating against any employee on account of membership in the Association. The rights of management are limited only as expressly limited by the language of this Agreement.

### **ARTICLE 3 UNION SECURITY**

#### Section 1. Maintenance of Membership

All employees who are or shall become members in the Association, shall remain members over the full duration of this Agreement, except an employee who has joined the Association may resign his/her membership therein during the period of fifteen (15) days prior to the expiration of this Agreement. For the purposes of this Article, an Employee shall be considered a member of the Association in good standing if the member timely tenders his or her periodic dues.

#### Section 2.

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

#### Section 3.

The Hospital shall provide for one half hour during the site orientation of newly hired employees for presentation by the Union of information on the rights and benefits of employees and the services provided by the Union and will assist a PASNAP delegate or officer to obtain coverage, if necessary, during such orientation presentation.



**ARTICLE 4  
CHECK-OFF**

Section 1.

Upon receipt of a written authorization from an employee Jeanes shall, pursuant to such authorization, deduct from the wages due said employee each pay, starting not earlier than the first pay period following the receipt of such authorization, and remit to the Association at its principal office regular dues, fees and standard assessment as fixed by the Association. A copy of the report of such payments shall be sent to the Local Treasurer.

Section 2.

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

Section 3.

Jeanes shall be relieved from making such check-off deductions upon (a) termination of employment, (b) transfer to a job other than one covered by the bargaining unit, (c) lay-off from work, (d) revocation of the check-off authorization in accordance with its terms or with applicable law, or (e) as in accordance with Article 1, section 1(d)(2). This provision, however, shall not relieve any Association members of the obligation to make the required dues and assessment payments pursuant to the Association constitution in order to remain in good standing.

Section 4.

Jeanes shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions.

#### Section 5.

Each month, no later than the fifteen (15<sup>th</sup>) of the month, Jeanes shall remit to the Association at its principal office, deductions made from the wages of employees for the preceding month, together with a list of all employees from whom deductions have been made and a listing of the deduction made from each employee. The report shall be provided electronically in a spreadsheet format with the ability to sort and order alphabetically by last name.

#### Section 6.

Jeanes will furnish the Association at its principal office and the Local Treasurer each month with the names of newly hired employees, their addresses, phone number, employee identification numbers, classifications of work, their dates of hire, the names of terminated employees, together with their dates of termination, and names of employees on leave of absence. Employees shall promptly notify Jeanes of changes in their addresses and names.

#### Section 7.

On August 1st of each year, Jeanes shall furnish the Association with a list containing the names, addresses, classifications and locations of work, their dates of hire into a bargaining unit position, status as a member, fair share fee payer, or grand mothered/fathered exempt employee, and current hourly rate for all employees in the unit.

#### Section 8.

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

Section 9.

Except as set forth below, all present employees who are not union members and who do not remain members in the future, plus all new employees who do not become union members upon the expiration of their probationary period, shall, as a condition of employment, effective the date of this agreement, pay to the union each month a fair share fee in the amount equal to union dues (not including initiation fees, fines, assessments or any other charges uniformly required as a condition of accruing or maintaining membership) of the union, less the cost for the previous union fiscal year of its activities and undertakings which were not reasonably employed to implement or effectuate the duties of the union as exclusive bargaining representative.

The non-dues paying members as of November 27, 2012, will be grandmothers/grandfathers and exempt from the fair share requirement of this Agreement.

The Association shall provide Jeanes with the name of each non-member who is obligated to pay a Fair Share fee, the amount of the fee that s/he is obligated to pay and a reasonable schedule for deducting the Fair Share fee from the salary or wages of each non-member. Upon receipt of said notice, Jeanes shall deduct the Fair Share fee in accordance with the schedule and promptly transmit the amount deducted to the Association.

As a precondition to the collection of Fair Share fees, the Association shall establish and maintain a full and fair procedure, consistent with constitutional requirements, that provides nonmembers by way of annual notice, with sufficient information to

gauge the propriety of the fee and that responds to challenges by non-members to the amount of the fee.

The procedure shall provide for an impartial hearing before an arbitrator to resolve the disputes regarding the amount of the chargeable fee.

**ARTICLE 5**  
**ASSOCIATION ACTIVITY, VISITATION AND BULLETIN BOARD**

Section 1.

No employee shall engage in any Association activity, including the distribution of literature, which can interfere with the performance of work during the employee's working time or in working areas at any time. No employee may wear any button (sticker) that may disturb patients or be disruptive of patient care in public areas of the hospital where patients have access.

Section 2.

Representatives of the Association, after receiving the permission of the Department of Human Resources or its designee, shall have reasonable access to Jeanes premises for the purpose of administering this Agreement. Such permission shall not be unreasonably denied.

Section 3.

Jeanes will provide four (4) designated bulletin boards, which may be used by the Association for the purpose of posting union materials. Such bulletin boards shall be placed adjacent or across from service elevators on floors 1, 2, and 4 and in the perioperative area. Such bulletin boards shall be conspicuously located and at places readily accessible to the employees' place of work.

Section 4.

Jeanes will pay for time spent for the Grievance Chairperson or his/her designee to attend third level hearings on their day off. Pay on the employee's day off will be at straight time and not included in the calculation of overtime. One-half hour will be added in advance of the scheduled hearing time to prepare for the grievance hearing.

Section 5.

Jeanes shall assist the nurses to provide for coverage acting as representatives in investigatory and discipline hearings.

**ARTICLE 6  
NO DISCRIMINATION**

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

**ARTICLE 7  
PROBATIONARY EMPLOYEES**

Newly hired full time, part time and pool employees shall be considered probationary for a period of one hundred and twenty (120) calendar days from the date of employment (equivalent hours for part time and pool employees based on a forty hour work week), excluding time lost for sickness and other leaves of absence. Jeanes, with the consent of the Association, may extend the probationary period of any employee for an additional thirty (30) calendar days (equivalent hours for part time and pool employees based on a forty-hour work week). Total probationary period for a part time and pool employee shall not exceed six (6) months. The termination or suspension of any

probationary employee by Jeanes shall not be subject to the grievance and arbitration provisions of this Agreement. Subject to the above and unless otherwise specified in the agreement, all provisions of the collective bargaining agreement apply to probationary employees.

## **ARTICLE 8 SENIORITY**

### Section 1. Definition

(a) Hospital seniority is defined as a length of time determined by Jeanes for vacation entitlement purposes.

(b) Bargaining unit seniority date shall be defined as the date a registered nurse has been employed by Jeanes since his/her last date of hire as a registered nurse. When two or more employees share the same bargaining unit date, seniority order shall be based first upon the most recent Jeanes employment date and then by "alpha" sequence of their surnames if a further tiebreaker is needed. The "alpha" sequence used as a tiebreaker shall be based upon the employee's surname on their Jeanes employment date.

(c) Jeanes shall supply the Association with a bargaining unit seniority list on October 1<sup>st</sup> and April 1<sup>st</sup> of each contract year arranged by classification, status and department.

(d) Any Temple University Health System employee who is hired into Jeanes as a result of work being transferred to Jeanes will be given the earliest possible hospital seniority date for vacation entitlement only.

### Section 2.

Hospital seniority shall accrue:

- (a) During an authorized leave of absence with pay
- (b) During military service as provided by Federal Law.

(c) During an authorized leave of absence without pay not to exceed the lesser of three (3) months or an employee's length of service.

### Section 3.

An employee will not accrue, but will not lose Hospital seniority:

(a) During an authorized leave of absence without pay in excess of three (3) months.

(b) During a lay-off not in excess of the lesser of twelve (12) months or the employee's length of service.

(c) During employment at Jeanes in a non-benefit eligible position.

### Section 4.

Loss of Hospital and bargaining unit seniority shall occur when an employee:

(a) Voluntarily terminates employment.

(b) Is discharged for just cause.

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

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

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

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

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

Section 5. Lay-Off

(a) In the event of a lay-off of an employee in a unit, temporary employees shall be laid off first, then probationary employees, then full-time and part time employees excluding pool employees based on their bargaining unit seniority, provided the employees remaining in service have the customarily required qualifications to perform the work that remains to be done.

(b) The units are as follows:

1. 2B Surgery
2. 2C Medical Unit
3. 3C Medical Unit
4. 4A Medical Unit (Stroke Care/Oncology)
5. 4B Medical Unit (Cardiac Care)
6. Pre-Admission Testing
7. Critical Care Unit
8. Emergency Department
9. Operating Room
10. Post Anesthesia Care Unit
11. Same Day Surgery
12. Transfusion & Infusion
13. Gastroenterology
14. Interventional Radiology
15. Cardiac Catheterization Lab

(c) In the event an employee is scheduled to be laid off from a unit, he/she may apply for an open position in accordance with Section 7 if there are multiple openings. If there is only one (1) opening, the affected employee may transfer into such opening or take a position as a per diem pool or accept a layoff.

(d) If there are no vacant positions, the employee shall be entitled to displace the least senior bargaining unit employee in the Jeanes bargaining unit, provided that they have more bargaining unit seniority and have the requisite qualifications, skills, and ability to



perform the duties. Part-time employees may only displace other part-time employees. A department shall not incur more than one displacement.

(e) If an employee is to be retained due to special training or knowledge has less seniority than one who is to be laid off, Jeanes will state the reason therefore in the notice to the Association and the affected employee. As soon as the reason for the exception ceases to exist, the exception will be ended.

(f) Individual Employees scheduled to be laid-off shall be entitled to at least three (3) weeks' notice or pay in lieu thereof. Jeanes shall meet and discuss on such layoffs in advance of the initiation of said lay-off.

(g) An employee scheduled to be laid-off will be made aware of RN vacancies in other Temple University Health System facilities so that they may make application for employment.

#### Section 6. Recall from Lay-Off

(a) In the event an employee is laid-off, the employee shall be eligible for recall for a period not to exceed twelve (12) consecutive months or length of an employee's service, whichever is less. Employee shall be recalled in reverse order of lay-off on a bargaining unit seniority basis to an open position, provided they have the requisite skill and ability to perform the job. The Hospital shall attempt to place a recalled nurse to the same shift as assigned prior to the layoff based on position availability and bargaining unit seniority.

(b) An employee who declines the offer of recall to a comparable position working the same number of hours (not necessarily the same shift) 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 other than that from which they were laid off shall retain recall rights to a position working the number of hours at the time of layoff, and to the unit from

which they were laid off. In order to exercise recall rights to the employee's original hours and/or unit, the employee shall complete an HR file bid and shall be given preferential bidding rights for one (1) year following recall.

Section 7.        Posting/Transfer

(a)        A non-probationary, non-pool employee may submit a unit file bid to the Human Resources Department at any time for a position change on his/her current unit. A position change includes a change in shift, hours or a change in status such as part time to full time. Unit file bids will remain active until December 31 of each calendar year regardless of when submitted. Movement to a different shift with the same number of hired hours on the same unit is not a transfer.

(b)        When a position becomes available, it will be unit posted five (5) consecutive days and simultaneously emailed to employees on the unit. If at the time of a unit posting there are no unit file bids, the position will be simultaneously posted on the hospital bulletin board and on-line, for seven (7) calendar days, subject to the language in Section (c). Non-probationary employees may apply for posted positions by completing and submitting a transfer request form to the Human Resources Department or submitting an application online through the TUHS website.

(c)        The position will be awarded to the unit employee with the greatest bargaining unit seniority who has submitted a bid and who possesses the skill and the ability to perform the job. The employee will move as soon as practically arranged. An employee awarded a new position in the same unit will not be required to serve a new evaluation period.

(d)        If the position is not awarded per (c) above, Jeanes shall award the position to the employee or external applicant with the greatest skill, present ability and prior job performance. Where there is no appreciable difference between the skill and present ability of

candidates, Jeanes shall award the position to the employee with the earliest employment date.

(e) An employee selected for a position shall be moved to the position within four (4) weeks of his/her acceptance of the position, if practicable. Employees interviewed per (d) above will be notified in writing, if not selected.

(f) An employee awarded a position in (c) or (d) above will not be eligible to apply for any other position for six (6) months. Newly hired full-time and regular part-time employees shall not be eligible to apply for a transfer in accordance with (b) above for twelve (12) months except for change in status from part-time to full-time. Per diem pool employees in the bargaining unit may bid on open positions at any time.

(g) An employee with an active written warning or above discipline will not be eligible to bid or be awarded any position per (a) or (b) above.

(h) An employee who is transferred per (d) above shall serve a ninety (90) day evaluation period in the new position. If he/she is removed from the new position during said period, he/she will be returned to his/her former position if vacant, or to a comparable bargaining unit position of equal or lesser grade without loss of seniority or other benefits previously earned. If no position is available, the employee shall be considered laid-off and placed on recall.

(i) An employee who is transferred and is disciplined or discharged during the evaluation period for disciplinary reasons may utilize the Grievance and Arbitration provisions of this Agreement.

(j) An employee who is awarded a transfer to another unit may be returned to his/her previously held position within sixty (60) days following the transfer at the request of the employee or Jeanes, provided a vacancy exists on his/her former unit. An

employee who is returned to a former unit at the request of Jeanes shall be given the reasons for the decision and may appeal through the grievance and arbitration procedure. An employee who is returned to their former unit at the request of the employee will not be eligible to apply for a transfer for twelve (12) months.

(k) An employee who has been continuously employed within TUHS in a benefited position, and transferred into a benefitted position within this bargaining unit, will be given the earliest employment date within TUHS for the purpose of determining vacation entitlement per the vacation accrual schedule as defined in this agreement.

(l) Nurses will have their clinical skills assessed upon hire or transfer, and throughout the orientation process including timely review of the orientation packet, and will be provided with an orientation based on the assessment. Within ninety (90) days of ratification the parties will meet to review current orientation procedures on each unit and discuss standardized processes based on each unit's or department's needs.

(m) When a full-time or part-time employee wishes to reduce their hours within their current status, the employee will submit a request to his/her nurse manager outlining the requested change in hours. The request will be treated as a file bid, but will be considered irrespective of whether any vacancies currently exist. Jeanes will make good-faith efforts to honor the request.

#### Section 8. Promotion

Any employee selected by Jeanes for a promotion outside of the bargaining unit may be returned to a bargaining unit position at the employee's or Jeanes option within twelve (12) months from date of promotion without loss of bargaining unit seniority.

#### Section 9. Unit Reduction/Closure

If it is necessary to close or reduce a unit it shall be accomplished in the following manner:

(a) Jeanes will notify the Association at least three (3) weeks in advance of any unit reduction or closure.

(b) Jeanes will meet and discuss the reduction or closing with the Association and with the employees of the affected area as soon as possible following the notification of the Association. Affected employees shall be provided with a list of vacant Jeanes bargaining unit positions and, within twenty-four (24) hours of such provision, the opportunity to indicate their choices for transfer. Jeanes will advise the Association and the employees of vacant nursing positions within Temple University Health System for which the employees may apply as new hires.

(c) In the event of a unit reduction, Jeanes shall solicit volunteers from the unit and award the transfer to the most senior employee(s) who possess the skill and ability to perform the job.

(d) In the event there are insufficient volunteers or in the closing of a unit, the employees shall be separated from such job in inverse order of bargaining unit seniority. An employee so separated will be:

1. Transferred to a vacant bargaining unit position for which they are qualified without the necessity of posting; a position is considered vacant if there has been no offer made by Human Resources.
2. Assigned by Jeanes if there is only one open position for which they are qualified.
3. Transfer to a per diem pool position or accept a layoff.

4. Employees transferred under (a) or (b) above will have their clinical skills assessed at the time of transfer and be provided the required training and orientation offered any newly hired employee.

5. Employees involuntarily transferred or assigned shall have preferential return rights to their former unit for one (1) year and shall not be bound to the provisions under Section 7 of this Article for transfer eligibility.

## **ARTICLE 9 RATES OF PAY**

**The provisions of this Article do not apply to pool employees.**

### Section 1.

(a) Effective the first full pay period in November 2020, all employees shall receive two and a half percent (2.5%) across the board increase. The rates in Appendix A will reflect such increase.

(b) Effective the first full pay period in November 2021 all employees shall receive a two and three quarters percent (2.75%) across the board increase and the rates in Appendix A shall be increased by two and three quarters percent (2.75%)

(c) Effective the first full pay period in November 2022 all employees shall receive two and three quarters percent (2.75%) across the board increase and the rates in Appendix A shall be increased by two and three quarters percent (2.75%)

(d) Any employee currently making more than the rates in Appendix A shall receive the across-the board increases. Employees' experience rate adjustments shall be made concurrent with the scale adjustments in Appendix A.

### Section 2.

Employees while assigned to charge duty on any shift shall be entitled to two dollars (\$2.00).

Section 3.

(a) The current RNFAs shall receive a two and one-half percent (2.50%) across the board increase effective the first full pay period in November 2020. Effective the first full pay period in November 2021 the RNFAs shall receive a two and three quarters percent (2.75%) across the board. Effective the first full pay period in November 2022 the RNFAs shall receive a two and three quarters percent (2.75%) across the board.

(b) The minimum start rate of forty-seven dollars (\$47.00) per hour has been established for RNFAs including pool RNFAs.

Section 4.

Staff nurse volunteers who are selected and trained as preceptors shall be compensated at a differential of two dollars (\$2.00) per hour while serving as a preceptor. Opportunities to precept shall be equitably rotated among those with appropriate training. The Hospital will only ask nurses whom the Hospital deems to have appropriate training to be preceptors.

Section 5.

Nurses trained in ACLS and EPIC ASAP who are temporarily reassigned out of the unit's rotational order and who would otherwise be entitled to charge or preceptor pay shall not lose such pay by reason of the reassignment.

**ARTICLE 10  
HOURS OF WORK**

Section 1.

(a) Employees are scheduled to work their hired hours on a weekly basis excluding eligible bargaining unit pool employees.

(b) Nothing herein contained shall be considered a guarantee of work.

(c) It is understood that employees now work eight (8), ten (10) and twelve (12) hour shifts and sometimes combination of such shifts.

(d) The normal starting time of a shift shall determine the day of the shift and the rate of pay for work performed on that shift. The workweek shall commence at 12:01 a.m. Sunday and end at 11:59 p.m. Saturday.

(e) Jeanes will not schedule its employees for more than twenty-six (26) weekends per year.

## Section 2.

(a) Employees shall be permitted to have two (2) rest periods of fifteen (15) minutes during a shift of eight (8) hours or more when department staffing permits. Breaks will be scheduled by the department manager or designee at the convenience of the department. Employees working twelve (12) hour shifts shall be entitled to three (3) such rest periods.

(b) If circumstances prevent the employee from taking the unpaid meal break the employee must notify the manager and provide the reasons he/she was unable to take the meal break so the manager may authorize payment at the appropriate rate of pay.

(c) Meal Periods – An employee working a shift of eight (8) or more hours shall be entitled to an unpaid meal break of thirty (30) minutes to take place within the first two-thirds (2/3s) of their



shift. If circumstances prevent the employee from taking any meal break, he/she shall be paid the appropriate rate of pay.

(d) Employees will not be scheduled and shall not volunteer to work such that their hours of work, inclusive of hours worked on call, exceed 120 in a two (2) week pay period. This standard shall not be exceeded by unscheduled or voluntary extension of shift except as provided in Article 11, section 2 (d) and (e).

### Section 3.

(a) When no work is available and it is necessary to cancel an employee's shift scheduled to start at or between 6 a.m. and 9 a.m., Jeanes shall provide the employee at least one (1) hour notification prior to the start of his/her scheduled shift. For shifts starting after 9 a.m., Jeanes shall provide at least two (2) hours notification of cancellation prior to the start of his/her scheduled shift.

(b) If an employee reports for work on his/her regular shift or is notified not to report with less notification time than defined in Section 3(a) above and no work is available for him/her, he/she shall receive two (2) hours of pay at his/her regular rate of pay (including any applicable shift differential).

(c) For the purposes of the foregoing, an employee shall be deemed to have been notified by Jeanes, if Jeanes, by the designated advance time telephoned to and left a message not to report at the telephone number supplied to Jeanes by the employee for this purpose.

(d) In the event strikes, stoppages in connection with labor disputes, breakdowns of equipment, fire, flood, or acts of God shall interfere with work being provided, the above provisions shall not apply.

### Section 4.

(a) Final work schedules for a period of six (6) weeks showing the employee's shifts, work days and hours and call assignments where applicable shall be posted at least two (2) weeks in advance and shall not be varied except for emergencies or by mutual agreement by the employer and employee. Once posted, schedules shall not be changed to avoid the payment of overtime. Employees within a unit may exchange shifts within a posted schedule with the agreement of the Nurse Manager.

(b) Open shifts shall be posted at the same time the schedule is posted.

(c) Work schedules shall be developed by scheduling regular hours (including blocked agency), followed by qualified pool based on availability. Thereafter, all interested employees may bid on open shifts. The awarding of shifts rests with the discretion of nursing management, who shall work with the scheduling committee to give preference to awarding shifts as follows: (1) regular part time including pool employees and full time staff working straight time; (2) staff working overtime; (3) agency.

(d) A planning schedule for the next six (6) week schedule will be posted simultaneously with the final schedule.

## Section 5. Cancellation

(a) When there is a need to reduce the workforce in the department, the order of cancellation shall be as follows, unless a nurse scheduled for cancellation possesses a specialty skill that is required:

1. Nurse managers working as staff
2. Non-blocked agency
3. Overtime
4. Volunteers requesting to take regular scheduled hours off using benefit time
5. Volunteers requesting time-off with no pay

6. Part time additional hours
7. Pool
8. Full time & part time regular work week hours based on the following:

- i. A nurse scheduled for an extra holiday will be cancelled before other regular scheduled nurses

- ii. Involuntary cancellation will be done equitably by rotation within each unit based on the last date of cancellation as long as qualified staff remains. For purposes of involuntary cancellation, the medical-surgical units will be considered one unit. If a nurse has been cancelled voluntarily, the cancellation will not count for purpose of involuntary cancellation rotation.

- iii. A nurse shall not be cancelled more than twelve (12) hours of his/her regular hours per pay period unless he/she volunteers. In the event of a cancellation of two or more times in a pay period, the affected RN shall be credited with a cancellation for purposes of rotation.

- iv. The hospital will maintain its practice of keeping a voluntary call off list by date.

(b) If a nurse has been cancelled for any number of hours of his/her regular shift, the nurse will not be subject to further involuntary cancellation for the remainder of that shift.

(c) If a nurse has commenced work and is subsequently cancelled, she/he will not be expected to return for the remainder of the shift unless the nurse volunteers to do so.

(d) In the event of a cancellation out of turn, the affected RN shall be credited with a cancellation for purposes of rotation. In the event someone is cancelled by the clinical coordinator out of turn more than once in the preceding twelve months, they will be entitled, upon request, to pay for one half their scheduled shift for the second cancellation in lieu of a credit for cancellation.

(e) A record of cancellations will be maintained by Jeanes and will be made available to a nurse for review upon request.

(f) Those units which determine the cancellation selection at the unit level will continue to do so as long as the selection is conducted in accordance with this Article.

#### Section 6. Reassignment

(a) In the event that reassignment of nursing staff becomes necessary, Jeanes shall reassign nurses to perform an assignment in accordance with his/her skill and competency level on a rotating basis unless a qualified volunteer makes him/her self known. Non-blocked agency nurses will be reassigned first, then qualified pool employees shall be reassigned prior to other eligible staff.

1. In the event of such reassignments, Jeanes shall attempt to assign employees to units similar to that in which the employees are normally scheduled to work in accordance with the following categories:

- i. CCU, PACU, Cath Lab, IRAD
- ii. CCU to GI, Emergency Department, Telemetry
- iii. GI, IRAD, SDS, Cath Lab
- iv. Medical/Surgical, Telemetry
- v. OR to GI, Cath Lab, IRAD

2. When a nurse is reassigned he/she will not be placed in charge and will be given a patient assignment for which he/she has the necessary skill and ability.

3. Reassignments will be recorded in a log book maintained on the unit. Unit employees are required to record reassignments as they occur.

## Section 7. Self-Scheduling

The current practice of Self-Scheduling shall continue.

(a) The Hospital shall establish guidelines consistent with each unit's census, patient acuity and FTE needs to maintain optimum patient care standards. The Hospital shall provide such guidelines in writing to the committee. The Hospital reserves the right in its discretion to modify such guidelines consistent with operational needs.

(b) All schedules fulfilling the guidelines as established by The Hospital that are submitted to the manager shall be fair, complete and balanced and must satisfy the established guidelines.

If the submitted schedule is not fair, complete and balanced, the nurse manager will work with the committee to revise the schedule. Such revisions shall be done so equitably. The nurse manager shall have the final authority over the schedule, provided such authority is exercised consistent with this agreement.

(c) Each unit's Self Scheduling committee shall receive up to 3 hours of paid time during their hours of work per schedule for purposes of building and balancing the unit schedule. The committee shall work with the nurse manager to identify time available for scheduling consistent with patient needs. In the event there is only one person on the self-scheduling committee and in the event the employee spends more than three hours on self-scheduling activities, the

employee will document the additional time spent and will be paid for all hours worked up to six hours.

(d) The Self Scheduling committee shall be determined by the nurses in each unit, not to exceed more than four nurses.

## **ARTICLE 11 OVERTIME**

### Section 1.

(a) Non-exempt employees shall be paid one and one half (1½) times their regular rate of pay for all time worked in excess of forty (40) hours per week.

(b) Scheduled holidays and vacation days shall be considered as time worked for the purpose of computing overtime.

(c) Employees may cancel pre-scheduled extra hours and overtime by providing no less than seventy-two (72) hours' notice to Jeanes.

### Section 2.

(a) Jeanes will make available on an equitable basis the opportunity for overtime, including pre-scheduled overtime, among qualified employees.

(b) To ensure a fair and transparent system, the unit manager or staffing office will keep a list of overtime shifts concurrent with the cancellation list as mentioned in Article 10 Section 5(e) and be made available to the bargaining unit members.

(c) When the need for additional staff arises, Jeanes will take the necessary steps to obtain coverage from other sources, including volunteers from other units with the required skill and ability, as well as other supplemental staff as needed.

(d) An employee's normal shift may be extended in the event of an emergency as defined in section "e" below after the Hospital first seeks volunteers from among qualified employees on duty. When the need for overtime arises and no volunteers are available, and an employee is required to stay past the scheduled quitting time, upon request the Hospital shall provide to the Association the time the need became known and a list of the employees and/or pool staff contacted, with the time of each contact and the response. Whenever possible, the affected employee will be alerted by management a minimum of two (2) hours of a potential requirement for an employee to remain on duty past his/ her quitting time.

(e) Mandatory overtime shall not be required except in emergency circumstances or unanticipated critical needs such as: unpredictable or unavoidable occurrences relating to healthcare delivery that require immediate attention, unforeseen emergency or disaster, other catastrophic events which substantially affect or increase the need for healthcare service. Such assignments shall be made in inverse order of seniority on a rotating basis.

(f) Examples of unforeseeable emergency circumstances include, but are not limited to, publicly declared emergency, a local weather event causing serious disruption to operations, internal emergencies related to a building or operating system failure, unforeseen increases in census, call-off occurrences on a unit which significantly affects the delivery of patient care.

Section 3.

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

## **ARTICLE 12 HOLIDAYS**

**The provisions of this Article do not apply to weekend program or pool employees.**

Section 1.

(a) Full-time employees hired to work forty hours (40) per week who have completed their first thirty (30) calendar days of full-time employment shall be entitled to holiday time at eight (8) hours per day. Full time employees hired to work thirty-six (36) hours per week shall be entitled to holiday time at 7.2 hours per day. The holidays are distributed throughout the year as follows:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

(b) Full time employees hired at forty (40) hours per week shall receive forty (40) hours of personal holiday time. Employees hired at thirty-six (36) hours per week shall receive thirty-six (36) hours of personal holiday time.

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

<u>Date of Hire</u>	<u>Hired to work 40 hours</u> <u>Number of Hours</u>	<u>Hired to work 36 hours</u> <u>Number of Hours</u>
July, August	40 hours	36 hours
September, October	32 hours	28.8 hours
November, December	24 hours	21.6 hours
January, February	16 hours	14.4 hours
March, April	8 hours	7.2 hours
May, June	0 hours	0 hours

(d) Regular part-time employees who are hired to work twenty (20) or more hours per week shall receive personal and named holiday time as above in Section 1(a), (b) and (c) on a pro-rata basis as determined by his/her hired work hours.

Section 2.



(a) Employees shall be scheduled three (3) holidays per year, which will be rotated equitably. An employee scheduled for a holiday who obtains another employee to work in his/her place, with management approval, will be credited for a scheduled holiday.

(b) Personal holidays shall be taken at a mutually agreeable time and shall be requested at least fourteen (14) days in advance. Once scheduled, these days may be canceled only by the mutual consent of Jeanes and the employees. Employees may request their personal holidays with less than fourteen (14) days' notice. Requests shall not be unreasonably denied. Personal holiday time must be used annually by the end of the last full pay period in June of the following calendar year or the unused holiday time will be forfeited.

(c) Employees may be granted up to two (2) consecutive holidays, as defined in Section 1(a) and 1(b) above, between December 20<sup>th</sup> and January 4<sup>th</sup>.

### Section 3.

Employees will receive their regular rate of pay for each holiday observed, provided that they are on active pay status when the holiday is observed. An employee shall be deemed to be in an active pay status while he/she is on vacation, paid sick leave, workers' compensation of less than eight (8) calendar days, annual field training and civil disturbance duty not to exceed fifteen (15) calendar days.

### Section 4.

In order to be eligible for holiday benefits, an employee must have worked the last scheduled work day before and the first scheduled work day after the holiday (or day selected in lieu of holiday), except in the case of illness or accident preventing the employee from working as evidenced by written certificate of a physician or other proof if requested by Jeanes. An employee who

fails to report for work on a holiday shall not receive pay for the unworked holiday.

Section 5.

(a) In the event either a full-time or regular part-time employee is required to work on a holiday, he/she shall be paid time and one-half (1½) times the base rate of pay for hours worked on the holiday. Full time employees shall receive an additional eight (8) hours off to be used within sixty (60) days of the holiday.

Full time employees hired to work three 12-hour shifts per week shall receive an additional twelve (12) hours off to be used within sixty (60) days after the holiday. Part-time employees shall receive additional time off pro-rata based on their hired hours. Holiday time not scheduled within the sixty (60) day period shall be paid at the employee's base rate and is not considered hours worked in the computation of overtime.

(b) The holiday commences at midnight the eve of the holiday and will conclude at 11:59 p.m. the day of the holiday. If the shift begins during the holiday, the employee will be paid the holiday rate for all hours worked on that shift, and will receive compensatory time equivalent to the total duration of the scheduled shift.

Section 6.

Recognizing that Jeanes works every day of the year and that it is not possible for all employees to be off on the same day, Jeanes shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified; however, Jeanes will distribute holidays off on an equitable basis.

Section 7.

If a holiday falls on an employee's regularly scheduled day off, the employee shall receive their holiday allowance in accordance

with section 1(a) and (d) above at their regular rate of pay to be used within sixty (60) days after the holiday or a holiday allowance paid at the regular rate in lieu thereof, as determined by Jeanes. Holiday time not scheduled within the sixty (60) day period shall be paid at the employee's base rate and is not considered hours worked in the computation of overtime.

Section 8.

Christmas Eve and the day after Thanksgiving, when worked for shifts beginning at or after 5 am shall be paid at time and one half the regular rate of pay, but shall not be considered a holiday for any purpose under this article.

**ARTICLE 13  
VACATION**

**The provisions of this Article do not apply to weekend program or pool employees.**

Section 1.

(a) Full-time employees shall be eligible for vacations with pay and shall accrue vacation on a per pay period basis in accordance with the following schedule:

<b>Length of Full Time Service</b>	<b>Weekly Hours</b>	<b>Annual Accrual</b>	<b>Bi-Weekly Accrual</b>
Date of hire but less than 8 years	40 hours	120 hours	4.61 hours
8 years or more	40 hours	160 hours	6.15 hours
Date of hire but less than 8 years	36 hours	108 hours	4.15 hours
8 years or more	36 hours	144 hours	5.53 hours

(b) Accrual will be prorated for regular part time employees hired to work twenty (20) or more hours per week.

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

## Section 2.

(a) Vacation pay shall be based upon an employee's regular rate of pay at the beginning of his/her vacation period. New employees will be eligible to utilize accrued vacation after completion of the probationary period. When an employee is on a leave of absence, vacation will accrue only during a period of paid leave, but will not be credited or available for use until the employee returns from leave.

(b) No part of an employee's vacation schedule may be changed to sick leave.

(c) Upon the employee's written request, the nurse will be paid his/her vacation pay the payday before starting his/her vacation, provided such request is submitted at least four (4) weeks in advance.

(d) Holidays that fall within an employee's approved vacation will be paid as holiday time.

## Section 3. Vacation Scheduling

(a) Jeanes will post in each unit an annual vacation schedule showing the number of shifts available for vacation during each week of the calendar year.

(b) Peak summer vacation is defined as May 21<sup>st</sup> to September 15<sup>th</sup>. All requests, including the weekend vacation, for peak benefit time must be submitted by March 15<sup>th</sup> and responses

communicated to employees by April 15<sup>th</sup>. Employees who do not bid by March 15<sup>th</sup> will have their request approved on a first come first served basis. Requests for vacations of more than two (2) weeks may not be granted during peak vacation times. However, if the unit or department is otherwise covered, and any previously denied vacation requests for that time have been granted, employees may request and be granted additional vacation time. In the event that conflicting requests for vacation cannot be resolved on an informal basis between employees, bids will be awarded by bargaining unit seniority.

For vacation requests during peak summer vacation time (May 21 to September 15<sup>th</sup>), all employees requesting vacation shall be granted at least one (1) week of vacation prior to employees being granted, by bargaining unit seniority, a second week of vacation during such peak summer vacation time.

(c) The non-peak vacation period is defined as September 16<sup>th</sup> to December 19<sup>th</sup> and January 5<sup>th</sup> to May 20<sup>th</sup>. Requests for vacation time during the non-peak vacation period should be submitted in writing at least four (4) weeks in advance and will be considered on a first come basis. Maximum time requested shall be no greater than four (4) weeks. However, under exigent circumstances and if the unit or department can be otherwise covered, additional vacation time may be requested for consideration not to exceed one (1) additional week.

(d) Vacation will not normally be scheduled from December 20<sup>th</sup> to January 4<sup>th</sup>.

(e) Approved vacation requests of employees who transfer between units will be honored whenever possible; however, an employee who transfers into a unit after the April 1<sup>st</sup> selection period may not displace the vacation of another employee within that unit who has already chosen their vacation period. Employees will be advised prior to transfer whether their existing vacation request can be honored.

(f) Upon the employee's written request, the nurse will be paid his/her vacation pay the payday before starting his/her vacation, provided such vacation is scheduled at least four (4) weeks in advance.

(g) Holidays that fall within an employee's approved vacation will be paid as holiday time.

(h) Requests for full weeks shall be honored before requests for single days.

(i) Employee requests for vacation time on scheduled weekends may be granted if adequate coverage within the department is available. Adequate coverage includes but is not limited to situations where coverage is available at the non-overtime rate, provided that such rationale may not constitute adequate coverage more than once per year, unless Jeanes agrees otherwise. Should coverage not be readily available, the employee may be granted such time off if they arrange with a peer to switch and obtain management approval. Such requests shall not be unreasonably denied.

## ARTICLE 14

### HEALTH, WELFARE AND PENSION

**Not all of the provisions of this Article apply to weekend employees or pool employees. Weekend employees and pool employees are governed under separate program guidelines.**

#### Section 1. Medical & Prescription

(a) Upon enrollment at the Department of Human Resources, all active full-time employees and their eligible dependents shall become eligible on the first day of the next month following their date of employment for a medical and prescription drug plan. Employees shall contribute to the cost of the selected health plan (including prescriptions) on a pre-tax basis for single or family coverage at the contribution rate determined for the selected

plan as follows: TempleCare shall be ten percent (10%) of the monthly premium, Advantage Plan shall be twenty percent (20%) of the monthly premium, and High Option plan shall be twenty-five percent (25%) of the monthly premium. Plan rates are subject to change at the beginning of the plan year, each January 1. All new enrollees shall complete a Personal Health Profile as a condition of enrollment.

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

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

### Part –Time Employees

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

employees electing family coverage for all benefits where family coverage is offered.

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

## Section 2. Life Insurance

(a) Eligible members of the bargaining unit shall be given ten thousand dollars (\$10,000) in life insurance and accidental death and dismemberment insurance (double indemnity in case of accidental death or dismemberment) at no cost to the member effective with the first day of the next month following their date of employment.

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

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

## Section 3. Dental

Eligible employees and their legally dependent spouses and children may enroll in the TUHS Dental Program. The employee



contribution for dental insurance shall be twenty-five percent (25%) of the premium of the coverage and plan elected on a pre-tax basis. Temple shall pay the remaining seventy-five percent (75%) of the premium. In the event Temple chooses to change the carrier it will maintain similar benefits to this plan.

Section 4. Disability

(a) Eligible employees may purchase long-term disability insurance to cover sixty percent (60%) of his/her monthly salary up to a maximum benefit of \$15,000 per month following a 180day elimination period.

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

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

(d) In the event Temple chooses to change the carrier it will maintain similar benefits to the plan.

Section 5. Vision Care

Effective the first of the month following employment, eligible bargaining unit employees shall be enrolled in the Temple Vision Care Program.

Section 6. Dependent Care & Flexible Spending Program

(a) Flexible Spending Account: Pre-tax employee contributions for health care expenses up to \$2,600 annually. (Minimum \$200 per year)

(b) Dependent Care Spending Account: Pre-tax employee contributions for dependent care expenses up to \$5,000 annually. (Minimum \$200 per year)

Section 7. Carrier Changes

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

Section 8. Compliance with Affordable Care Act

Temple will comply with the various provisions of the Patient Protection Affordable Care Act as it relates to part-time and pool employees, in general and specifically covered by this agreement. Temple shall calculate the “look-back” period each year to determine the employees deemed by the act to be eligible for medical/prescription benefits. This look back period shall be the pay period that includes hours paid for the pay period coincident with or next following January 1 through the last pay date in October each year. If it is determined that Temple is in overall compliance with the Act without offering medical coverage to this group in general, there shall be no obligation to offer the coverage to employees covered by this agreement.

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

Employees deemed as eligible shall be so notified and have the opportunity to enroll during the normal open enrollment period

with coverage effective January 1 following enrollment. Eligible employees have the same medical plan contributions as part-time employees.

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

Section 9. Contributory Defined Contribution Retirement Plan

(a) All eligible full-time and regular part-time employees currently participating in the Temple University Health System Defined Contribution Retirement Plan will continue in that plan. Non-participating employees need to complete new enrollment forms to begin participating in this plan.

(b) Participation in this voluntary plan requires employees to contribute 4.5% of base wages to the Temple University Health System 403 (b) plan. Temple will match the employees' four and one-half percent (4.5%) contribution in accordance with the following schedule:

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

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

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

(e) Regular part-time employees hired at twenty (20) or more hours per week may elect to contribute to this plan under the same terms and conditions as full time employees.

(f) Employees who made an irrevocable election to remain in the Jeanes Hospital Pension Plan are not eligible for this plan and will remain in the Jeanes plan through the term of their employment.

Section 10. Tax Deferred Annuity Plan

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

**ARTICLE 15**

**SHIFT DIFFERENTIAL AND ON CALL**

**The provisions of this Article do not apply to pool employees.**

Section 1.

(a) Employees working on a shift that begins on or after 12:00 noon and before 5:00 a.m. shall be paid a shift differential of twelve percent (12%) of his/her hourly base rate not to exceed six dollars (\$6.00). Employees working flex shifts of ten (10) hours or more shall receive shift differential for shifts beginning on or after 11:00 a.m.

(b) A shift differential shall not be paid when employees are authorized to exchange shifts temporarily for personal reasons.

(c) A shift differential shall not be gained or lost as a result of an extension of a shift. Notwithstanding the above, twelve-hour day shift employees shall receive the differential when they agree to work an extra four (4) hour shift between 7:30 pm and 11:30 pm.

(d) If an employee is regularly assigned to a shift receiving shift differential, that shift differential shall be used in the calculation of the employee's holiday and vacation pay.

## Section 2.

(a) Effective the first full pay period after ratification employees working a shift that begins on or after 11:00 p.m. Friday and before 5:00 a.m. on Monday shall receive a weekend differential of three dollars (\$3.00) per hour for all hours worked up to 7:00 a.m.

## Section 3.

(a) An employee, who is required to carry a beeper and remain available for a designated period of time to report to the Hospital to work in accordance with department policy, is considered to be "on call."

(b) The call rate for weekdays, weekends and holidays shall be four dollars (\$4.00) per hour while on call. Effective the first full pay in the second year of the contract, 2021, the call rate shall increase to four dollars and twenty-five cents (\$4.25) per hour while on call. Effective the first full pay in the third year of the contract, 2022, the call rate shall increase to four dollars and fifty cents (\$4.50) per hour while on call.

(c) An employee who is scheduled for call, who is called in to work, shall be paid, for all hours worked at one and one-half time or shall receive a minimum of two (2) hours pay at time and one-half, whichever is greater. On call pay shall cease when an employee is called to work.

(d) An employee who is called into work and who is scheduled to work the following morning, has the following options:

(1) May commence his/her regularly scheduled shift immediately after completion of the call-in work assignment provided the assignment ends on or after 5:00 a.m. and there is work available.

(2) If called in after 11:00 p.m., may elect to take part or all of the following day off and may utilize available vacation or personal time or may elect to take such time off without pay.

The employee must discuss his/her choice with the nurse manager to ensure the proper coverage can be maintained. In the event that the employee elects to take part or all of the following day off without pay, the hours taken without pay will be considered worked hours for the computation of overtime hours.

(e) On call generally will be equitably rotated. Notwithstanding the forgoing, employees may volunteer for additional on call.

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

## **ARTICLE 16 GRIEVANCE PROCEDURE**

Section 1.

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

(b) When a disciplinary interview is scheduled an employee shall have the right to have an Association representative present at the meeting. If requested, the employee will be given sufficient time to contact an Association representative. In no event shall such interview be delayed due to the unavailability of a delegate. Management shall assist the union in providing coverage for the employees' preferred representative. The union will supply a list of elected and/or designated officers, representatives, and delegates. When a written complaint is received and an investigation interview is scheduled with an employee identified as the subject of the complaint the employee has a right to representation if such interview may lead to discipline.

Should any grievance arise as to the interpretation of or alleged violation of this Agreement, the Union shall process the grievance in accordance with the following procedure, except that employee suspensions, terminations and class grievances impacting three (3) or more employees may be appealed to Step Three within ten (10) days after the discipline or facts underlying the grievance occurred:

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

**STEP TWO:** The grievance shall be reduced to writing by the grievant or the Union and referred to the grievant's Department Head or Clinical Director or his/her authorized representative. A hearing on the grievance between the grievant and/or the Union representative and the Department Head or his/her authorized representative shall be convened within ten (10) days if requested by either party. The Department Head or Clinical Director or his/her

authorized representative shall have five (5) days after the conclusion of the hearing to give his/her answer unless no hearing is requested in which case the answer shall be due within ten (10) days of the submission of the grievance to step two. If no satisfactory settlement is reached within ten (10) days after the Department Head's answer, the grievant or the Union may appeal the matter to—

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

#### Section 4.

The Grievance chair and Staff Representative, or the delegate participating in the disciplinary meeting shall be notified within 48 hours of any discharge or suspension.

#### Section 5.

All time limits herein specified may be extended by mutual agreement.

#### Section 6.

Any disposition of a grievance from which no appeal is taken within the time limits specified herein, shall not thereafter be



considered subject to the grievance and arbitration provisions of this Agreement.

Section 7.

If the discipline, suspension or discharge of an employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial to either party provided that this section shall not preclude the admission of hearsay otherwise admissible under any hearsay exception. The term “patient” for the purposes of this Agreement shall include those seeking admission and those seeking care or treatment as well as those already admitted.

**ARTICLE 17  
ARBITRATION**

Section 1.

A grievance, which has not been resolved, may, within thirty (30) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by Jeanes or the Association to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules of the American Arbitration Association then prevailing.

Section 2.

The fees and expenses of the American Arbitration Association, the arbitrator and for hearing transcripts shall be borne equally by the parties.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

The parties agree to use the panel arbitrators selected pursuant to the TUHNA/PASNAP CBA so long as such panel is maintained. Arbitrators will be rotated to the extent feasible, consistent with the arbitrators’ and the parties’ schedules. Rotation will be alphabetical on an ongoing basis, based on the arbitrator’s last name. If the arbitrator is unavailable for a hearing date consistent with the parties’ scheduling needs within four months from the date the arbitration appeal is filed, the parties will proceed alphabetically to the next arbitrator on the list, and so on.

**ARTICLE 18  
SEPARABILITY**

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

provision shall be superseded by the appropriate provision of such law or 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 19 RESIGNATION**

### Section 1.

Employees shall attempt to give four (4) working weeks' notice of resignation but in no event less than three (3) working weeks. Paid time off may not be taken after the notice is given except in the event of a qualifying illness under FMLA.

### Section 2.

An employee with at least one (1) year of continuous employment who gives such notice of resignation as provided above or whose employment is terminated, excluding involuntary termination for infractions that warrant immediate discharge, shall be entitled to receive payment for unused vacation time accrued as of the effective date of the resignation. If notice is not given as provided above, an employee shall not be entitled to such payment, provided it was physically possible for the employee to have given such notice.

## **ARTICLE 20 NO STRIKE OR LOCKOUT**

### Section 1.

During this Agreement, the Association, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, slow-down, cessation, stoppage or picketing, where the object of such picketing is to cause any employee of Jeanes Hospital to strike, slow-down, cease, stop or interrupt his or her work or otherwise boycott, or otherwise interfere with the operations of Jeanes Hospital or to cause an employee of any other employer to

strike, slow-down, cease providing services to, or interrupting or interfere with the operations of Jeanes Hospital or any other Temple affiliated hospital, medical center, nursing home, or any other educational institution or other Temple facility.

## Section 2.

The Association, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any picketing (as defined in Section 1), strike, sit-down, slow-down, cessation or stoppage or interruption of work, boycott, or interference with the operations of any other Temple affiliated Hospital, medical center, nursing home or any educational institution or other Temple facility, where such picketing, strike, sit-down, slowdown, cessation or stoppage or interruption of work, boycott or interference with the operations is in violation of a collective bargaining agreement covering the employees of the other Temple facility or is otherwise illegal.

## Section 3.

In addition to any other liability, remedy or right provided by applicable law or statute, should a picket (as defined in Section 1), strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of Jeanes or of other Temple affiliated hospital, medical center, nursing home, or any educational institution during the term of this Agreement occur, the Association, within twenty-four (24) hours of a request by Jeanes, shall:

- (a) Publicly disavow such action by the employees.
- (b) Advise the Department of Labor Relations and Human Resources Department of Jeanes Hospital in writing that such action by employees has not been called or sanctioned by the Association.

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

(d) Post notices at Association Bulletin Board advising that it disapproves such action, and instructing employees to return to work immediately.

Section 4.

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

**ARTICLE 21  
PERSONNEL PRACTICES**

Section 1. Just Culture

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

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

(c) Step 3 grievances shall be scheduled for ninety (90) minutes so the parties to the Step 3 can discuss their respective views

on how Just Culture should impact the outcome of the case.

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

## Section 2. Infractions

Infractions on an Employee's record shall not be considered after one (1) year, provided that the one (1) year shall be free of infractions.

## Section 3. Performance Evaluations

Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of an employee shall be performed by his/her immediate supervisor and signed by the Employee. Such signature shall signify only that the evaluation has been reviewed with the Employee and shall indicate concurrence in the content of the evaluation. Any employee who is aggrieved by the content of such evaluation shall have the right to pursue the validity of the evaluation through the grievance procedure provided herein.

## Section 4. Access to Personnel Files

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

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

## Section 5.

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

(b) An employee who enrolls in the Commonwealth of Pennsylvania Professional Health Monitoring Programs' (PHMP), Voluntary Recovery Program (VRP) either on a voluntary basis or as a result of a positive test on a random drug test will be eligible to return to practice with narcotic administration restrictions under the following conditions:

1. Without undue hardship, Jeanes can accommodate the employee's return to work. An accommodation(s) may include temporary reassignment for the duration of the restriction and/or employee's schedule adjustments to accommodate the restriction.

2. The employee must provide their immediate manager, the Associate Vice President of Human Resources and the Temple Occupational Health Services with a copy of the VRP Consent Agreement with the licensing board.

3. The employee must maintain enrollment in good standing in the PHMP Voluntary Recovery Program.

4. The employee understands the practice restrictions will be communicated on a need to know basis.

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

## ARTICLE 22

### PAID SICK LEAVE

**The provisions of Section 1, 2 and 3 of this Article do not apply to weekend program or pool employees.**

#### Section 1. Definition

“Sick Leave” is defined as an absence of an employee from work by reason of their own illness or injury, which is not work, related or is not compensable under the Workers' Compensation Laws of Pennsylvania.

#### Section 2. Eligibility and Benefits

(a) A full-time employee is eligible for a total of two (2) weeks of sick time annually, to be accrued on a pay period basis. Full time employees hired for forty (40) hours per week will accrue at 3.07 hours per pay period; full time employees hired for thirty-six (36) hours per week will accrue at 2.76 hours per pay period. Accrual will begin at the date of hire or change to a benefit eligible status but shall not be used until after the new hire probationary period.



(b) A regular part time employee who is hired to work twenty (20) or more hours per week is eligible for sick time on a pro-rata basis determined by their hired hours of employment per week.

(c) Unused sick leave may be accumulated without maximum.

(d) No sick time will be paid to a nurse who is absent as a result of injury or illness compensable under Workers' Compensation by another employer.

Section 3. Sick Pay

Pay for any day of approved sick leave shall be paid at the employee's base rate of pay.

Section 4. Notification of Absence and Proof of Illness

(a) For shifts starting between 6 a.m. and 9 a.m., an employee who is absent must notify his/her supervisor at least one and one half (1 ½) hours before the start of his/her scheduled shift unless proper excuse is presented for the employee's inability to call. For those shifts starting after 9 a.m., an employee must provide three (3) hours notice before the start of his/her scheduled shift.

(b) Jeanes may require, on a case-by-case basis, written certification by a physician or other proof of illness or injury hereunder. Employees who have been on sick leave may also be required to be examined by a Jeanes Business Health Department physician or his/her designee before being permitted to return to work.

**ARTICLE 23**

**FUNERAL AND JURY DUTY LEAVE**

**The provisions of this Article do not apply to weekend program or pool employees.**

Section 1. Bereavement Leave

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

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

Section 2. Jury Duty

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

An employee who regularly works night shift shall be entitled to leave and compensation in accordance with the above paragraph for any scheduled shift on which she or he is scheduled beginning the evening of a day in which they have served jury duty.

**ARTICLE 24  
LEAVES OF ABSENCE**

Section 1.

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

(a) FMLA Leave

Eligible employees shall be entitled to twelve (12) weeks leave of absence in accordance with the Family and Medical Leave Act and shall be guaranteed the right to return to their same or equivalent position upon return from FMLA.

(b) Extended Leaves

Upon expiration of FMLA employees may request an extended leave for up to one (1) year following the employee's last paid day of work. Medical documentation may be required where applicable. Such requests will not be unreasonably denied. An employee on an extended leave or "other leave" as described below shall be notified as soon as possible after it is known that their position is to be posted.

(c) Other Leaves

A Leave of Absence for personal or any other reason may be approved by Jeanes for a period not in excess of thirty (30) days, and may be renewed upon application to Jeanes. Nonprobationary employees who are not eligible for FMLA but who need a leave of absence for reasons normally covered by FMLA may be granted a Leave of Absence under this section. The maximum length of leave and any renewals shall not exceed one year or the employee's length of service, whichever is lesser.

Section 2. 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.

Section 3. Association Involvement

A leave of absence for a period not to exceed one (1) year shall be granted to employees with at least one (1) year of bargaining unit seniority in order to accept a full-time position with the Association, provided such leaves will not interfere with the operation of Jeanes.

Section 4. Educational Leave

With the permission of Jeanes, educational leaves to further professional growth and advancement shall be granted for up to twelve (12) months with no loss of seniority in accordance with Article 8, Section 3 of this Agreement, classification or other bargaining unit rights. An employee may transfer into a per diem pool position if available.

Section 5.

While on unpaid leave of absence, an employee shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation time. An employee shall accrue seniority subject to the provisions of this Agreement. Except as provided under FMLA or the provisions of certain disability plans under this agreement all benefits shall cease while an employee is on a leave of absence without pay, unless the employee is able to make arrangements to pay the full cost of such benefits. As a condition of reinstatement following a leave of absence for illness, Jeanes may require the employee to receive the approval of the Hospital's Business Health Services physician.

Section 6.

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

Section 7.

Employees on a Leave of Absence without pay under this article, except for FMLA, shall return to their same or similar position if available. If the position is not available, the employee shall be returned to an open position within the bargaining unit for which he/she is qualified or may return to a per diem position for which he/she are qualified. If there are no open positions for which the employee is qualified or if they have returned to a per diem pool position the recall provisions of this agreement shall apply for one (1) year following the employee's last paid day of work prior to the start of their leave. Upon return to work the employee may exercise preferential bidding rights to his/her original position for one (1) year by completing an HR file bid.

## ARTICLE 25

### EDUCATION AND TRAINING

**The provisions of Section 2 and 3 of this Article do not apply to pool employees.**

**The provisions of Section 3 of this Article do not apply to weekend program employees.**

Section 1. In-service Training and Education

(a) Jeanes agrees to provide meaningful in-service education to all employees. Educational programs/offers are based on a variety of factors including, but not limited to: strategic growth initiatives, quality outcomes, educational needs assessment surveys, changes in regulatory/practice standards, evidence based practice research, new equipment/patient care supplies, and staff requests. When specific skills sets are required to care for a specific patient

population, the number of staff with the necessary skill set or need for training in the skills will be determined by management.

(b) Employees shall be released from normal patient care responsibilities for the time needed for required structured training. Within three months of ratification, the parties will meet to review current in-service training in all areas and the last time such trainings were offered. The parties will discuss additional trainings that may be needed in each area and an ongoing schedule for trainings. Jeanes will respond to training requests by the Association in writing within sixty (60) days after the meeting. The parties agree that there will be regular unit-based education.

(c) Management will attempt to schedule trainings on location at Jeanes whenever possible. Off campus trainings will be scheduled in two (2) hour minimum blocks of time.

(d) In the event an employee is required to attend in-service sessions and mandatory trainings, such employees shall be paid the applicable rate including any and all differentials and applicable premium pay to which the employee is entitled.

(e) Required attendance shall be considered as time worked in the computation of overtime.

(f) Management will make a good faith effort to offer additional blocks of time for night shift nurses to attend training during their regularly scheduled hours.

(g) When a full-time, non-probationary employee attends an approved conference, seminar or workshop to further professional growth and advancement on his/her day off, the employee shall receive a per diem payment of one hundred seventy-five dollars (\$175) in addition to conference registration fees. Each full-time employee is entitled to this payment once per fiscal year. This per diem payment will not be paid with respect to the same day on which

a conference day is used, but may be received any other day including during a multiple day conference.

(h) Each fiscal year, twenty-two thousand five hundred dollars (\$22,500) for the entire bargaining unit shall be available for full time and regular part time employees who are hired to work twenty (20) or more hours per week for payment of fees to attend or access continuing education conferences including online courses, seminars, or certification examination fees. Such seminars or certification must be related to the nursing field and be approved by Nursing Administration. Such approval will not be withheld providing the request is reasonably related to Jeanes Nursing practice, the requesting nurse has not already been provided approval on multiple occasions, sufficient money is still available as noted above and the request is submitted at least six (6) weeks in advance. Confirmation and approval will be emailed to the nurse within seven (7) days of application. This amount will remain at least twenty-two thousand five hundred dollars (\$22,500) for each fiscal year during the term of this agreement but will be reviewed on an annual basis.

(i) If a program is available within the Health System, employees will not be reimbursed for outside seminars.

(j) Each full-time staff nurse is entitled to one eight (8) hour conference day annually for a minimum of six (6) CEUs, to be paid at his/her straight time rate, in lieu of a regular work day, for an approved conference not required by Jeanes. Such hours shall not be counted toward the calculation of overtime.

(k) If an employee has not completed previously assigned mandatory education modules within a specified timeline, upon application for a conference day under Section 25.1(j) above, such employee will be notified immediately about the need to complete any such modules. The employee will be notified that the conference and day off will not be approved and scheduled until such education modules are completed and will be provided any necessary assistance to complete such module as soon as practicable.

(l) An employee who is in a reassignment cluster as defined in Article 10, Section 6, where any employees are required to be ACLS or PALS certified, may voluntarily become certified in ACLS or PALS. In the event an employee chooses to do so, the provisions of Article 25.1(j) above shall apply with respect to the initial certification.

## Section 2.

(a) Full-time staff nurses who have successfully completed their probationary period shall be paid a certification allowance of two thousand dollars (\$2,000.00) per year (paid out at one thousand dollars [\$1,000.00] every six [6] months), upon certification/re-certification in a clinical specialty. The specialty certification must be germane to the nurse's assigned area of practice and be on the list set forth in Appendix B. To qualify for the allowance, the nurse must provide proof of successful completion of certification requirements. An allowance shall be limited to certification in one area. When certification is a requirement of the position, the nurse is ineligible for a certification allowance. If a new certification is added as a job requirement after the date of this agreement, the Association will be notified.

(b) Regular part time staff nurses who are hired to work twenty (20) or more hours per week who have successfully completed their probationary period shall be paid a certification allowance of one thousand dollars (\$1000.00) per year (paid out at five hundred dollars [\$500] every six [6] months), upon certification/re-certification in a clinical specialty in accordance with Section 2(a) above.

(c) Jeanes will reimburse the fee charged to take examinations for certification as approved by Nursing Administration for those nurses who successfully achieve the certification as per Section 1(c) above.

## Section 3.



Employees and their eligible dependents shall be eligible for tuition benefits in accordance with the TUHS policies. Changes to the policies shall not be subject to the grievance and arbitration provision of this Agreement. The Hospital agrees to meet to discuss the changes prior to implementation of any changes.

Staff may volunteer for specific skill set training provided the volunteer's basic competency assessments for the unit are successfully completed and current. In the event there are insufficient number of qualified volunteers, employees may be assigned to receive specific skill set training.

In the event the Hospital determines that assessments are needed with respect to existing clinical practice expectations, employees who are required to participate in such assessments will be given appropriate and feasible notice of up to three (3) months, and access to educational materials covering assessment topics, unless a shorter period of time is required to comply with the dictates of a regulatory authority. This provision does not apply to individual disciplinary issues.

**ARTICLE 26  
MEET AND DISCUSS**

Section 1.

(a) The parties agree that each will conform to the Meet and Discuss provisions of Act 195, specifically that Jeanes shall not be required to bargain over matters of inherent managerial policy.

(b) Meet and Discuss items are not a part of the bargaining agreement and any decisions or determination on these matters are not subject to the grievance and arbitration procedures contained in the Agreement.

(c) Subjects identified for Meet and Discuss include the following by way of example, not limitations:

1. Healthy and safe work environment
2. RN staffing levels
3. Staff mix and models of care
4. Scheduling practices

Section 2.

(a) In order to promote professional practice and the highest levels of patient care, the parties agree to establish a Nursing Advisory Meeting to discuss nursing care practices within the Department. The participants will be comprised of the President of the Association or his/her designee and three (3) additional employees designated by the Association, and representatives of management as determined by the Hospital. Meetings shall be held bi-monthly.

(b) Jeanes agrees to meet at reasonable times to discuss recommendations submitted by representatives of the Association, including the Nursing Advisory Meeting noted above, provided that any decisions or determinations on matters so discussed shall remain with Jeanes.

Section 3.

Jeanes shall continue to maintain a safe and secure place of work for its employees. Upon request by the Association, Jeanes will meet promptly in accordance with this Article.

**ARTICLE 27**  
**COMPLETENESS OF AGREEMENT**

Jeanes and the Association acknowledge that during the negotiations which resulted in the Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in

this Agreement. Therefore, Jeanes and the Association, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. The parties authorized representatives may, by mutual written agreement, subsequently enter into a supplemental agreement. Such agreement must be in writing, executed by the parties.

All past practices are hereby eliminated, except as specifically incorporated by this Agreement. In the event Jeanes changes any past practices, Jeanes shall meet and discuss such planned changes, if requested by the Association, in accordance with Article 26 Meet and Discuss of this Agreement.

**ARTICLE 28  
RN POOL PROGRAM**

Section 1.

Bargaining unit pool employees are covered by the provisions of this Article and the provisions of this Agreement unless specifically excluded.

Section 2.

(a) A pool employee on-call shall receive four dollars (\$4.00) per hour while on call. The rate shall increase to four dollars and twenty-five cents (\$4.25) per hour in the second year of the contract, effective the first full pay in November 2021. The rate shall increase to four dollars and fifty cents (\$4.50) per hour in the third year of the contract, effective in the first full pay in November 2022. When called in to work the call differential will cease.

(b) Pool employees working in departments (i.e. OR, PACU, SDS, GI, Cath Lab and IR) with “on-call” responsibilities are

required to take call as needed in each four (4) / six (6) week schedule and for one (1) holiday per year. (Holidays are defined in accordance with Article 12, Section 1(a).

Section 3.

(a) Pool employees will be hired into one of the following Tier Scheduling Commitments:

- Tier 1 Scheduling Commitment: Minimum of thirty-six (36) hours per six (6) week schedule. One weekend shift commitment of eight (8) or more hours, effective the second schedule after ratification. One of the following holidays is required: Thanksgiving, Christmas and New Year's Day. Consideration will be given to Christmas Eve and New Year's in meeting the holiday commitment and such requests will not be unreasonably denied. Each year the holidays will be rotated. All holiday scheduling will be based on scheduling needs.

- Tier 2 Scheduling Commitment: Minimum of seventy-two (72) hours per six (6) week schedule, thirty-six (36) hours of which will be weekend time. Two (2) holidays are required, one major and one minor holiday per year. The major holidays are Thanksgiving, Christmas and New Years. The minor holidays are Memorial Day, Fourth of July and Labor Day. Each year the holidays will be rotated. All holiday scheduling will be based on scheduling needs.

(b) The rate of pay for the Tier Scheduling Commitment shall be as follows:

<b>RN Pool - Tier 1 Wage Scale</b>			
<b>Shifts</b>	<b>Year 1 Nov 2020</b>	<b>Year 2 Nov 2021 2.75%</b>	<b>Year 3 Nov 2022 2.75%</b>
Weekday Days (base rate)	\$42.25	\$43.41	\$44.60
Weekday Eve/Night (+\$3.00)	\$45.25	\$46.41	\$47.60
Weekend Day (+\$2.50)	\$44.75	\$45.91	\$47.10
Weekend Eve/Night (+\$6.00)	\$48.25	\$49.41	\$50.60

<b>RN Pool - Tier 2 Wage Scale</b>			
<b>Shifts</b>	<b>Year 1 Nov 2020</b>	<b>Year 2 Nov 2021 2.75%</b>	<b>Year 3 Nov 2022 2.75%</b>
<b>Weekday &amp; Weekend</b>			
Days (base rate)	\$49.00	\$50.35	\$51.73
Evening/Night (+\$5.00)	\$54.00	\$55.35	\$56.73

The base pool rates (not including flat differentials) shall be increased by the across-the-board increases set forth in Article 9 for the second and third year of the contract.

\* Evening/ night rates shall apply to shifts starting at or after 12 noon and before 5 AM and for shifts that are ten (10) or more hours starting at or after 11 AM.

(c) Pool employees shall receive an additional seven dollars and fifty cents (\$7.50) per hour when they work one of the holidays listed in Article 12, Section 1(a) of this Agreement.

(d) Jeanes will agree to meet with the Association to review pool rates as needed but no more than annually.

Section 4.

(a) The failure of Tier 2 employees to schedule the minimum commitment of hours per six (6) week schedule and work such hours will cause such pool employees to be assigned to Tier 1 for a period of one (1) year or resign, provided such hours are available.

(b) The failure of Tier 1 employees to schedule the minimum commitment of hours in a six (6) week schedule and work such hours for two (2) consecutive six (6) week schedules will be considered a voluntary resignation, provided such hours are available.

Section 5.

The hospital reserves the right to cancel any scheduled shift. Cancellation may apply to full or partial shift.

Section 6.

Pool employees may elect to participate and contribute to the Temple University Health System Defined Contribution Retirement Plan under the same terms and conditions as full time employees, however, the Hospital will make its contribution to pool employees' accounts the following year as soon as administratively feasible once the Hospital certifies that the employee has worked 1000 hours in the prior calendar year and satisfied all eligibility requirements.

Section 7.

Pool employees may cover the shifts of regular full time and part time employees, subject to the approval of the Nurse Manager, which approval shall not be unreasonably denied. Such covered shifts shall not count toward their work commitment under this Article nor

shall such covered shifts be permitted if they cause overtime for the Pool employee.

## **ARTICLE 29 HEALTH AND SAFETY**

There shall be a Health and Safety Committee consisting of six (6) Registered Nurses, representative of various areas of the hospital and as designated by the Union, and four (4) representatives of Jeanes, including at least one representative with safety and/or security responsibilities. The committee shall be co-chaired jointly.

(a) Designated union representatives to this committee shall be paid at their applicable rate of pay inclusive of any/all premium pay or differentials that would apply for such attendance at the committee meetings. Such time attending the committee meeting shall be considered hours of work. The Hospital shall assist nurses in providing coverage for the duration of the meeting.

(b) Committee meetings shall be held bi-monthly on a set schedule as determined by the committee taking into account the work shifts of all committee members.

(c) The committee shall receive appropriately redacted information (such as personal, demographical, medical, and peer protected documents, etc.) necessary to review and determine recommendations including but not limited to, workers compensation reports, MSDS lists, incident reports, and MIDAS reports. The information shall be provided one week prior to each meeting to each chair and kept confidential.

(d) The committee will develop recommendations to be presented to the CEO of Jeanes and the Senior Leadership Team. The CEO and members of the Senior Leadership Team and/or their designee will respond in writing to the joint chairs' recommendations within twenty (20) days of the receipt of the recommendations.

(e) The status of the approved recommendations and related implementation plans, in addition to remaining issues for the health and safety committee, may be topics for subsequent Labor Management Committee agendas. Information relevant to determining the safety of current working conditions will be provided to the Association as soon as practicable.

## Section 2.

All currently existing safety protocols and trainings such as “Appropriate Response Training”, shall be conducted within the first six (6) months of hire.

## **ARTICLE 30 STAFFING GUIDELINES & COMMITTEE**

### Section 1.     Staffing

(a) Jeanes is committed to the highest standards of quality patient care. Accordingly, the Hospital will ensure safe RN staffing guidelines on all units and departments. The Hospital shall post staffing guidelines on all units including the ER and procedural areas. In procedural areas guidelines also will include periods of call.

(b) Jeanes agrees to supplement and/or hire RN staff in all units and departments, and for all shifts, to meet the applicable staffing guidelines established by Staffing Effectiveness Committee. On a quarterly basis, the Hospital shall provide the union: projected quarterly ADC by unit; actual quarterly ADC by unit; number of budgeted and required FTE’s to meet the Staffing guidelines for each unit; call hours scheduled by procedural area; number of late stays by procedural area; number of call ins by procedural area and, upon request on a case by case basis, a brief description of the basis for the call in; reassignment information; turnover rates including RN positions vacated by unit in the previous quarter; case mix index; hours of care per patient day; and actual RNs FTE’s for each unit;



agency usage; sick time usage; and any other information required to ensure staffing guidelines are evidence based.

In procedural areas, staffing guidelines and case scheduling practices should be designed to minimize late stays and avoid excessive involuntary call.

(c) Staffing guidelines shall take into account projected admissions over the course of the shift and acuity, and shall take into account coverage for breaks and lunch. In establishing guidelines, the level of care is determined by patient acuity. Prior to any cancellation or reassignment, the charge nurse will be contacted to discuss pending or expected admissions, staffing, including charge assignment, and acuity. When an RN is assigned to a 1:1, neither the patient nor the RN will be counted for purposes of the staffing grid on the unit. Prior to cancellations in areas outside the ER, the hospital will assess staffing in the ER and determine whether any cross-trained nurses are available to ensure compliance with the staffing model and acuity, after reviewing staffing standards and considering feedback from the charge nurse regarding acuity.

In the event Jeanes has not filled a RN position on a particular unit within three months of being vacated, Jeanes will, upon request, provide an explanation to the Association of the steps taken, or to be taken, to fill the position, or that there is currently no intention to fill the position.

## Section 2. Staffing Effectiveness Committee

(a) The Staffing Effectiveness Committee shall meet bi-monthly and be co-chaired by a nursing leader and a member of the bargaining unit. Additionally, membership shall consist of 5 bargaining unit and 5 nursing leadership representatives from across the Department of Nursing. Each chair will submit their agenda items ten calendar days before scheduled meetings.

The Committee shall review existing unit and department staffing guidelines, admission criteria, census and productivity reports, self-scheduling patterns and sick time usage, and if warranted, develop and recommend changes to staffing guidelines to improve patient outcomes and staff satisfaction.

The Staffing Effectiveness Committee will utilize various sources of evidence to make its recommendations including but not limited to risk management reports on staffing, input from unit based scheduling committees, national data bases, evidence-based research, and standards adopted by professional nursing organizations, as well as, regulatory and legislative bodies.

A retrospective review of budgeted versus actual staffing will be completed during each Staffing Effectiveness Committee Meeting to determine effectiveness of staffing guidelines, clinical outcomes and future actions or recommendations, if warranted.

The Staffing Effectiveness Committee also has access to organizational data pertinent to the analysis of nurse staffing which may include but is not limited to budgeted patient census and census variance trends, LOS, NDNQI data, quality metrics, patient experience data, staff engagement data, nursing overtime and on-call utilization, meal breaks missed, nursing agency utilization, MIDAS report summary or other staffing complaint/concern data, education, vacation and sick time including leaves of absence, scheduled or unscheduled.

Jeanes Hospital retains the right to make changes to the staffing guidelines but will meet with the Committee before making changes. Before a new unit is opened, Jeanes will provide the Association with advance notice, and, upon request, will meet with the Association to receive feedback on staffing related issues and to discuss application of the criteria contained in the CBA.

(b) 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 or Clinical Coordinator/Supervisor to whom he/she reports as soon as practical, and state the specific nature of the objection. An entry into the Risk Management system is also required.

This process does not give the Nurse the right to refuse an assignment except as required by licensure or allowed by law. The process does allow for the Nurse to document his/her concern about an assignment/situation without concern regarding retaliation.

(c) Designated union representatives to this committee shall be paid at their applicable rate of pay inclusive of any/all premium pay or differentials that would apply for such attendance at the committee meetings. Such time attending the committee meeting shall be considered hours of work. The Hospital shall assist nurses in providing coverage for the duration of the meeting. The Staffing Effectiveness Committee will be scheduled for two hours.

The CNO of Jeanes shall respond in writing within 30 days, except for good cause, upon receiving recommendations from the Staffing Effectiveness Committee. Within one hundred and twenty (120) days of contract ratification, the committee will produce a report on staffing in each unit or department, assessing staffing levels against the measures and criteria described in this Article, and providing recommendations that address trends or structural concerns on a unit-by-unit basis. In procedural areas this analysis will include a review of case scheduling practices, call practices, and late stays, among other considerations. To effectuate this process, during the first four months following ratification, the Staffing Effectiveness Committee will meet monthly for the time necessary to review data and produce the above-described report, and in no event less than two (2) hours.

(d) The committee will develop a process to review, assess and respond to any staffing variations/concerns/complaints reported to the committee. The committee will develop a tool to document the complaints and develop criteria to resolve, dismiss or

determine whether the complaint is unable to be resolved (e.g. reasonable efforts have been made to obtain staff, but has been unable or an unforeseen emergency has occurred). The committee will track complaints reported to them. All resolutions to complaints will be tracked which include resolved, dismissed, unresolved complaints.

**ARTICLE 31**  
**COMMITMENT TO THE COMMUNITY AND**  
**SUCCESSORSHIP**

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

In order to further ensure stability and continuity of care, TUH shall require as a condition of any merger or sale of the Temple University Hospital that the prospective acquirer or merging entity make a written commitment to recognize the union and assume their contract. TUH agrees that no sale or merger of Temple University Hospital may proceed without such written guarantees.

**ARTICLE 32**  
**DURATION OF AGREEMENT**

This Agreement shall be effective November 8, 2020 and shall continue in full force and effect up to and including November 7, 2023 and shall continue in full force and effect thereafter unless and until either of the parties hereto shall give to the other party notice in accordance with the applicable law.

In the event that the parties are unable to reach agreement prior to the expiration of this Agreement the Association agrees to

provide Jeanes with written notice consistent with the National Labor Relations Act prior to initiating any strike activity.

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

<b>JEANES HOSPITAL NURSES ASSOCIATION / PASNAP</b>	<b>JEANES CAMPUS</b>
/s/ <u>John Campbell-Orde</u> , PASNAP Chief Negotiator	/s/ <u>John Lasky</u> , Chief Human Resources Officer
/s/ <u>Ryan Finley</u> , PASNAP Staff Representative	/s/ <u>Cheryl DeVose</u> , Director Labor & Employee Relations
/s/ <u>Angela Cleghorn</u> , RN, President	/s/ <u>Albert D’Atilio</u> , Manager Labor & Employee Relations
/s/ <u>Chrys Charezcko</u> , RN - ED Vice President	/s/ <u>Denise Frasca</u> , Associate Hospital Director, Patient Services/CNO
/s/ <u>Rachel Pellecchia</u> , RN - 2C, Secretary	/s/ <u>Maria Solitro</u> , Clinical Director of Nursing
/s/ <u>Deb Cushine</u> , RN, – ED, Treasurer	/s/ <u>Frederick Berger</u> , Director Benefits & Pension Administration
/s/ <u>Kim Wills-O’Connell</u> , RN – ICU, Grievance Chair	/s/ <u>Chaudron Carter</u> , Assistant Vice President, Professional Practice, Nursing Education & MAGNET
/s/ <u>Sue Kenny</u> , RN - 2B	
/s/ <u>Sue Lawlor</u> , RN - Pool	
/s/ <u>Trish Gillespie</u> , RN - Pool	
/s/ <u>Nicole Hagadon</u> , RN - 2C	
/s/ <u>Bernadette Archut</u> , RN - PACU	
/s/ <u>Cathie Wasylenko</u> , RN - SDS	
/s/ <u>Pam Hogan</u> , RN - ED	

**APPENDIX A**  
**Registered Nurse Staff Nurse Wage Scale**

Yrs Exp	Year 1 Nov 2020 2.50%	Year 2 Nov 2021 2.75%	Year 3 Nov 2022 2.75%
0-1	\$35.67	\$36.65	\$37.66
1-2	\$37.02	\$38.04	\$39.09
2-3	\$38.41	\$39.47	\$40.56
3-4	\$39.87	\$40.97	\$42.10
4-6	\$42.56	\$43.73	\$44.93
6-10	\$44.11	\$45.32	\$46.57
10-15	\$47.21	\$48.51	\$49.84
15-20	\$48.93	\$50.28	\$51.66
20-25	\$50.19	\$51.57	\$52.99
25-30	\$51.81	\$53.23	\$54.69
30+	\$52.41	\$53.85	\$55.33
<b>OR Specialist - 6% above current Registered Nurse rate</b>			

## **APPENDIX B**

### **Nurse Certifications and Certifying Organizations**

1. American Association of Critical Care Nurses
2. Board of Certification for Emergency Nursing
3. National Intravenous Therapy Association
4. Oncology Nursing Certification Corporation
5. National Certification Board for Perioperative Nursing Inc.
6. American Board of Post-Anesthesia Nursing Certification
7. American Association of Diabetes Education
8. American Nurses Credentialing Center
9. Certifying Board of Gastroenterology Nurses and Associates
10. Orthopedic Nurse Certification Board
11. Wound, Ostomy and Continence Nurses Society
12. American Radiological Nurses Association
13. Certified Neuroscience Registered Nurse
14. American Society for Metabolic and Bariatric Surgery
15. National Board for Certification of Hospice and Palliative Care Nurses
16. Addictions Nurse Certification
17. Certified Nephrology Nurse (CNN)
18. Certified Dialysis Nurse (CDN)
19. Infusion Nurses Certification Corporation
20. Nephrology Nursing Certification Commission
21. National Surgical Nursing Certification Board

## LETTERS OF AGREEMENT:

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

### 1. Association Activity

With the Associations' acknowledgement that they would not intentionally distribute disruptive literature, if there is any literature distributed in public areas of the hospital where patients have access that is deemed to be disruptive to patient care by the Office of TUHS Labor Relations, the Association agrees to cease distribution upon notice from Labor Relations and to meet immediately to resolve the matter.

### 2. Hours of Work - Part-time Scheduling

Regular part-time employees (excluding pool) shall normally be scheduled to work their hired hours on a weekly basis. Management is not precluded, however, from scheduling their total bi-weekly hours over a pay period that does not exceed forty (40) hours in each week of the pay period.

### 3. Weekend Scheduling

In reference to Article 10 Hours of Work section 1(f), it is recognized that currently some employees work every other weekend and some employees work every third weekend. The practice of permitting employees to work every third weekend will continue as long as staffing permits.

### 4. Weekend Benefit Time

All benefit time off will be granted based on appropriate staffing levels. Full time employees (0.9 and 1.0 FTE) may take one (1) weekend off per year that they would normally be scheduled to work.



Requests for benefit time may be granted on weekends that the employee would otherwise be scheduled to work only if adequate coverage within the department is available. Should coverage not be readily available, the employee has the responsibility to arrange with a peer to switch that would not involve the granting of overtime.

Employees with more than one (1) instance of weekend callouts within a one (1) year period of the first such callout who call out on a scheduled weekend shift shall be rescheduled the next weekend shift where a vacancy/need exists, unless mutually agreed otherwise. The Hospital may choose to credit for scheduling purposes anyone who volunteered to work additional weekend hours. Call outs on a weekend an employee has volunteered to work an additional shift will not be subject to reschedules under this Article. The re-scheduled hours shall be on the same shift that is ordinarily worked by the nurse and to the unit where such nurse is qualified to work. The hours shall not be rescheduled to fall on a TUH recognized legal holiday. Notwithstanding the above, the look-back provision shall be one (1) year and if the employee has two (2) instances in the look back period, the next instance will be subject to this provision. The look-back provision may be utilized to consider callouts prior to the ratification of this agreement.

## **5. Grievance**

Any grievance other than one involving discipline, such as a dispute involving contract interpretation, with precisely identical facts, shall not be considered again as a grievance if it has been previously processed through the grievance procedure.

## **6. Certification Bonus**

If any certification is added to a job description subsequent to the ratification of this Agreement, the current employees who receive the certification allowance will be grandfathered to continue to receive that allowance for the duration of their certification. The employee

will not be eligible to receive the allowance at the time of re-certification.

**7. Self-Scheduling**

All schedules that are submitted to the manager shall be complete and balanced and must satisfy the established guidelines.

Self-scheduling will continue so long as it meets the operational needs of the unit.

The preparation and posting of schedules will be in accordance with Article 10, Hours of Work, Section 4, of the Collective Bargaining Agreement.

**8. Unit Level Cancellation/Self Scheduling**

In the event that it is determined that cancellation selection or self-scheduling at the unit level is not proceeding in accordance with the agreement, then Jeanes shall meet with the Association to determine what adjustments need to be made.

**9. Holiday Scheduling**

At the time of schedule development, employees scheduled for a designated holiday may seek coverage by another employee(s), for part or all of the designated holiday shift provided unit coverage can be maintained. The ability to take advantage of this option will be rotated equitably.

**10. Layoff**

In the event of layoff, an employee participating in the medical benefits who either accepts a per diem pool position or is not offered a position shall be entitled to medical benefits until the end of the second month following the month in which the layoff occurs, unless the employee refuses to accept an available benefited position.

**11. Voluntary Benefits**

All full-time and regular part-time employees hired at twenty (20) or more hours per week are entitled to participate in the voluntary benefit programs as other employees within the Temple University Health System. These benefits currently include plans such as short-term disability, survivor insurance etc. At TUHS discretion this list is subject to change as benefits are added, carriers are changed or benefits are deleted.

**12. Pension**

Employees that made an irrevocable election to remain in the Jeanes Hospital defined benefit pension plan prior to January 1, 2007 and made such an election effective for January 1, 2007, shall remain in the Jeanes Pension plan through the term of their employment at Jeanes Hospital. Eligible employees were those employees that had reached 55 years of age and participated in the Jeanes Pension Plan prior to December 31, 1994.

**13. Weekend Program**

The implementation and continuation of the weekend program is based on the needs of the hospital and is at the discretion of hospital management. The current weekend program has been provided under separate cover that includes a provision that provides non-probationary weekend program employees a certification allowance of one thousand dollars (\$1000) per year paid out at five hundred dollars (\$500) every six months upon certification/re-certification in a clinical specialty. An allowance shall be limited to certification in one area. When certification is a requirement of the position, the nurse is ineligible for a certification allowance.

The parties agree that in the event changes to the weekend program are needed during the term of this agreement such

discussions will take place in accordance with the Meet and Discuss provision, Article 26.

**14. Just Culture**

Within six (6) months of ratification, Just Culture training shall be provided to Nursing Management, Human Resources and the Union's Executive Board and Nurse Representatives. Training will utilize a certified outside vendor and the parties will split the training cost. Union Executive Board and Nurse Representatives will be released with pay (non-productive time) to attend. This side letter is not to be used as precedent for future training.

**15. Performance Incentive Bonus**

An incentive bonus of \$450 for each full-time employee, and \$250 for part-time, shall be paid in separate paycheck if:

- 1) The majority of units outperform the NDNQI benchmark for Hospital Acquired Pressure Injuries for 3 out of 4 quarters for 2021 or
- 2) The HCAHPS Nurse Communication Domain meets or exceeds national benchmarks

An incentive bonus of \$450 for each full-time employee, and \$250 for part-time, shall be paid in a separate paycheck if:

- 1) The majority of units outperform the NDNQI benchmark for Hospital Acquired Pressure Injuries for 6 of 8 quarters for 2022; or
- 2) The HCAHPS Nurse Communication Domain meets or exceeds national benchmarks

The incentive bonus will be paid to RNs and RNFAs with at least 6 months of employment in the Department of Nursing.

**16. On-call**

It is understood that call is designed to be used for unanticipated procedures that must be promptly completed to provide appropriate medical care. Should Jeanes request that a nurse on call report to work on the weekend or holiday for a case which Jeanes was aware of before the weekend or holiday, the nurse manager will notify the CNO as to the reason the procedure is being scheduled. Upon request, Jeanes will provide an explanation to the employee called in.

**17. OR Training**

Within ninety days of ratification, the hospital agrees to meet with the Association to work in good faith toward developing opportunities for training to permit a limited number of Jeanes employees to qualify to fill vacancies in the OR. The number of positions will be at the discretion of the hospital. Such opportunities will be posted internally; bidding and consideration will be pursuant to the CBA.

**18. Charge Assignments**

The Hospital and the Union recognize that the role of charge nurse requires expanded responsibility for the unit and further recognize that all areas, including procedural areas, benefit from reducing or eliminating the direct patient assignment for the charge nurse. Within ninety (90) days of ratification, charge assignments will be reviewed within the Staffing Effectiveness Committee against the following criteria:

- Acuity of patients
- Patient volume
- Admission, discharge, and transfer numbers
- Staff mix
- Scope of responsibilities of the charge role

Jeanes will, in consultation with the Staffing Effectiveness Committee, identify and, implement feasible approaches to reducing the patient assignment for charge nurses considering the criteria

described above. It is understood that doing so will involve multiple approaches both in relation to staffing guidelines and ongoing assessments. These approaches may include but are not limited to: redistributing patient assignments within a unit where appropriate, posting additional shifts, assistance provided by supervisors, clinical coordinators, and managers, and other approaches.

**19. Jeanes Campus Float Team/Resource Team**

In order to reduce reassignment, accommodate fluctuations in census and acuity, address staffing requirements in daily operations, and reduce charge assignments the parties agree to trial float nurses based at Jeanes in the following areas and consisting of: Med/Surgical and Telemetry, Critical Care/ED, Procedural Areas. Operational management of float team personnel will reside with the staffing office.

Float nurses will be scheduled for pre-determined days and shifts according to their hired FTE and will report to the staffing office at the beginning of each shift for assignment to a particular unit. Float nurses will be assigned based on where staffing needs are most acute, considering unit acuity and patient census and assignments. After their regular hours have been scheduled with the staffing office, Float Nurses may bid on unit-based needs at the same time as other staff seeking overtime shifts. Jeanes and the Staffing Effectiveness Committee shall evaluate the program utilizing quality care indicators.

Nurses in float pool positions shall receive a float differential of \$3 per hour. Float positions shall be posted and filled in accordance with the CBA. Float pool will be considered a separate unit for purposes of layoff and bumping. Initial Float Team assignments are not considered reassignments. If unit census changes and there is a need to reassign staff, the Float nurse will be the first reassigned, unless non-blocked agency are present or volunteers exist. Such reassignment does not count in the reassignment rotation, however, the Float nurse will not be reassigned more than already permitted under the CBA. Float nurses will be included within the ordinary

cancellation rotation. All CBA provisions will apply to float unless otherwise noted.

**20. Onsite ACLS and BLS**

Should Jeanes consider moving ACLS/BLS training off site, Jeanes will provide as much notice as practicable and, upon request from the Association will meet to discuss the matter.

**21. Expedited Timeline for Health and Safety Issues**

Any grievances concerning health and safety of working conditions will commence at Step 3 of the grievance procedure, unless the Association chooses to commence at a lower step.

***PROOF***

***PROOF***



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