



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TEMPLE UNIVERSITY HOSPITAL**

**AND**

**TEMPLE UNIVERSITY HOSPITAL NURSES  
ASSOCIATION/  
PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND  
ALLIED PROFESSIONALS  
(TUHNA/PASNAP)**

*OCTOBER 1, 2022 – SEPTEMBER 30, 2025*

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## **A G R E E M E N T**

Agreement made and entered into this 1<sup>st</sup> day of October, 2019 by and between TEMPLE UNIVERSITY HOSPITAL (hereinafter referred to as "Temple") located in Philadelphia, Pennsylvania, and the Temple University Hospital Nurses Association/PASNAP (hereinafter referred to as "Union"), with principal offices located at Two Tower Bridge, 1 Fayette Street, Suite 475, Conshohocken, Pa., 19428 acting herein on behalf of the employees of Temple, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

## **W I T N E S S E T H**

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

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

1.1 (a) Temple recognizes the Union as the sole and exclusive collective bargaining representative of the employees in the bargaining unit certified by the Pennsylvania Labor Relations Board in Cases No. PERA-U-10,024-E, PERA-R-4914-E, PERA-U-9007- E, PERA-U-9008-E, and PERA-R-369-E, PERA U-03-95-E, PERA-U 03-318E, PERA-U-07-339- E and PERA-U-08-11-E.

(b) The bargaining unit shall consist of all full-time, and all regular part-time employees who regularly work twenty (20) or more hours per week but less than thirty-five (35) hours per week, and excluding supervisors, first level supervisors, and confidential employees as defined under applicable law.

(c) Beginning October 2016, pool employees, upon completion of their probationary period, shall be considered members of the bargaining unit and covered by the Agreement. Non-bargaining unit employees shall not be covered by the terms of this Agreement.

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

(d) This Agreement shall not apply to a temporary employee. A temporary employee is defined as one who is hired for a period of up to three (3) months and is so informed at the time of hire. The temporary employee and the Union will be informed at the time of hire of the purpose for which the temporary employee is hired and the expected duration. The said three (3) months 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.

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

1.3 At the time a new employee subject to this Agreement is hired, Temple shall deliver to said employee a copy of this collective bargaining agreement and obtain from the employee a signed receipt therefore. A

copy shall be provided to the Union upon request.

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

## **ARTICLE 2 UNION SECURITY**

### **2.1. Maintenance of Membership**

With the exception of pool and part-time employees whose bargaining unit status lapses as defined in Article 1 above, all employees who are or shall become members in the Union, shall remain members over the full duration of this Agreement, except an employee who has joined the Union 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 Union in good standing if the member timely tenders his or her periodic dues and standard assessments.

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

## **ARTICLE 3 CHECK-OFF**

### **A. Membership Dues**

A3.1 Upon receipt of a written authorization from an employee Temple 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 Union at its principal office regular dues, fees and standard assessment as fixed by the Union. A copy of the report of such payments shall be sent to the Local Treasurer.

A3.2 Temple shall be relieved from making such check-off deductions upon (a) termination of employment, or (b) transfer to a job other than one

covered by the bargaining unit, or (c) lay-off from work, (d) an approved Leave of Absence, or (e) revocation of the check off authorization, in accordance with its terms or with applicable law. This provision, however, shall not relieve any Union members of the obligation to make the required dues and assessment payments pursuant to the Union constitution in order to remain in good standing.

A3.3 Temple shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions.

A3.4 Each month, no later than the fifteen (15<sup>th</sup>) of the month, Temple shall remit to the Union 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 of dues deduction shall be provided electronically in a spread sheet format.

A3.5 Temple will furnish the Union each month with the names of newly hired employees, their addresses, their employee identification numbers, classifications of work, department, their dates of hire, full time or part time status, shift and phone number, the names of terminated employees, together with their dates of termination, changes of addresses, or names reported by employees and names of employees on leave of absence. Employees shall promptly notify Temple and the Union of changes in their addresses and names.

A3.6 On August 1st of each year, Temple shall furnish the Union Local Secretary with a list containing the names, addresses, classifications and locations of work, their dates of hire into a bargaining unit position, and current hourly rate for all employees in the unit.

A3.7 The Union shall indemnify and save Temple harmless from any claims, suits, judgments, expenses (including attorney's fees), attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

A3.8 Political Action Check Off - Temple agrees to enable voluntary contributions to the PASNAP PAC political advocacy fund through a payroll check-off provision. Upon receiving the check-off authorization, Temple shall deduct such funds each payroll and forward such to PASNAP once per month along with a list of contributors, no later than the 15th of

the following month. PASNAP agrees to indemnify and hold Temple harmless against any and all claims, demands or suits (including attorney's fees) that may arise out of or by reason of action taken or not taken by Temple for the purpose of complying with this provision.

B. Agency Fee

B3.1 All present employees who are not Union members, and who do not become and remain members in the future, plus all new employees who do not become Union members upon the expiration of their probationary period, shall, as a condition of employment, effective the date of this Agreement, pay to the Union each month a Fair Share fee in the amount equal to the regular monthly dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union, less the cost for the previous Union fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Union as exclusive bargaining representative.

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

B3.3 As a precondition to the collection of Fair Share fees, the Union shall establish and maintain a full and fair procedure, consistent with constitutional requirements, that provides non-members, by way of annual notice, with sufficient information to gauge the propriety of the fee and that responds to challenges by non-members to the amount of the fee.

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

B3.4 Temple shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an approved Leave of Absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

B3.5 Temple shall not be obliged to make deductions of any kind from

any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions. Employees returning from Leave of Absence shall have their check-off continued or resumed immediately.

B3.6 The Union shall indemnify and save Temple harmless from any claims, suits, judgments, expenses (including attorney's fees), attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

## **ARTICLE 4**

### **UNION ACTIVITY, VISITATION AND BULLETIN BOARD**

4.1 No employee shall engage in any Union 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.

4.2 Representatives of the Union, after receiving the permission of the Office of Labor Relations, or its designee, shall have reasonable access to Temple premises for the purpose of administering this Agreement.

4.3 Temple will provide four specific bulletin boards, which may be used by the Union for the purpose of posting only Union notices. Such bulletin boards shall be conspicuously located and at places readily accessible to the employees' place of work.

4.4 Temple 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.

4.5 After at least thirty (30) days following ratification, the Union may request a local union President to be released to conduct union business for one (1) day per pay period. The Union President must abide by all terms of the labor agreement upon visiting Temple University Hospital. The Union shall reimburse Temple for the day's wages and benefits for the time spent. Such arrangement will be made only if it is in accordance with any laws or regulations governing same.

4.6 New Employee Orientation. The Hospital shall provide for one half hour during the orientation of newly hired employees for presentation by the Union of information on the rights and benefits of employees and



the services provided by the Union. A private space will be provided. The Hospital shall provide a list of the names of individuals expected to be oriented at least 48 hours prior to each orientation session and shall supply the schedule of the orientation sessions to the Union at the beginning of each fiscal year.

## **ARTICLE 5 NO DISCRIMINATION**

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

## **ARTICLE 6 PROBATIONARY EMPLOYEES**

6.1 Newly hired employees shall be considered probationary for a period of one hundred twenty (120) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence. Newly hired pool employees shall serve a probationary period of six (6) months from the date of employment. Temple, with the consent of the Union, may extend the probationary period of any employee for an additional thirty (30) calendar days. The termination or suspension of any probationary employee by Temple shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 7 SENIORITY**

### 7.1 Definition

(a) Temple seniority is defined as the length of time an employee has been continuously employed by TUH, since his/her last date of hire as an employee, in any status. Changes in status shall not constitute a break in service. When two or more employees are hired the same day, seniority shall be based upon the "alpha" sequence of their surnames as of their date of hire. This shall apply for vacation and sick leave accrual.

(b) Bargaining unit seniority shall be defined as the total length of time an employee has been employed by TUH, in the bargaining unit since his/her last date of hire except as adjusted in Section 3 below. When two or more employees have the same bargaining unit date, seniority shall be based upon the "alpha" sequence of their surnames. The "alpha" sequence used as a tiebreaker shall be based upon the employee's surname on their date of hire.

(c) Temple shall supply the Union with a seniority list on October 1<sup>st</sup> and April 1<sup>st</sup> of each contract year arranged by classification and department.

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

(e) A regular non-probationary full-time or part-time Temple University (TU) employee with a University employment date prior to August 24, 2005 accepting a position at Temple after August 24, 2005, shall be given a new employment date at Temple. Those employees, however, shall be credited, after a successful completion of the probationary period, for their continuous years of service by retaining his/her last employment date of continuous employment at the University for the purpose of vacation/paid time off accruals.

Employees hired from the University with a University employment on or after August 24, 2005 shall be considered a newly hired employee at Temple for all purposes.

Continuous employment reflects no break in employment incurred from earliest employment date. Transfer between pool and full-time status does not constitute a break in employment. For all Temple employees continuous employment is defined as uninterrupted employment between TUH, and/or TU.

(f) Full time or part-time employees who apply and are accepted into a pool position will maintain their bargaining unit status. Such employees shall maintain and use seniority in accordance with 7.1(g), 7.3 and 29 below.

(g) Part-time employees shall earn seniority based on worked hours, not to exceed full time hours.

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

Regular bargaining unit members who are part-time as of June 27, 2013 shall be credited with full seniority through June 27, 2013, and shall accrue in accordance with 7.1(c) beginning on June 28, 2013.

7.2 Seniority shall accrue:

1. During an authorized leave of absence with pay.
2. During an authorized leave of absence without pay not to exceed the lesser of six (6) months or an employee's length of service.
3. During military service as provided by Federal Law.

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

1. During an authorized leave of absence without pay, in excess of six (6) months.
2. During a lay-off not in excess of the lesser of twelve (12) months or the employee's length of service.
3. During any period in which an employee is employed in a pool position.

7.4 Loss of Seniority – An employee shall suffer loss of seniority when he/she separates employment as follows:

1. Voluntarily terminates his/her regular full-time employment.
2. Is discharged for just cause.

3. Willfully exceeds the length, or violates the purpose, of an authorized leave of absence.
4. Is laid off for a period of twelve (12) months or the length of an employees' service with Temple, whichever is less.
5. Fails to report in accordance with a notice for recall from lay-off within seventy-two (72) hours of the time specified in the notice sent by certified mail, to the last address furnished to Temple by the employee. Temple shall send a copy of the notification to the Union.
6. Fails to report for recall to the assigned job.
7. An absence from work for three (3) consecutive workdays without notice or permission shall be deemed a voluntary resignation.

## 7.5 Lay-Off

(a) In the event of a lay-off in a department, temporary employees shall be laid off first, then probationary employees, and then regular full-time and part-time employees, excluding pool, on the basis of their bargaining unit seniority, provided the employees remaining in service have the customarily required qualifications to perform the work that remains to be done. The Departments are as follows:

1. Nursing
2. Radiology
3. Cardiac Catheterization
4. Anesthesiology
5. Operating Room (OR)
6. Short Procedure Unit
7. Post Anesthesia Care Unit (PACU)
8. Pain Center
9. Gastroenterology
10. Heart Station
11. Bone Marrow Transplant
12. Transplant Program Support
13. Radiation Oncology
14. Clinical Data Analysis
15. Pre-Admission Testing

16. Gamma Knife
17. Cancer Center
18. Pulmonary Clinic Outpatient
19. Pulmonary Function
20. Case Management

(b) In the event a permanent, non-probationary employee is scheduled to be laid off from a department, he/she may bid for an open position in accordance with Section 7 if there are multiple openings, or he/she shall be assigned to an open position if there is only one opening. If there are no vacant positions, the employee shall be entitled to bump the least senior bargaining unit employee in the Temple University Hospital bargaining unit, provided that they have more bargaining unit seniority and have the requisite qualifications, skills, and ability to perform the duties. In no event, shall any nursing unit not listed in Section 5(d) incur more than three (3) displacements per unit.

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

(d) It is recognized that employees who have had on the job training in specialty areas for six (6) months or more have acquired special qualifications. The specialty areas are as follows:

1. SICU, MRICU, CICU, NICU, NSICU, BICU
2. 7 West Cardiology & 7 East Cardiology
3. 8 East and 9 West
4. Hemodialysis
5. Emergency Department
6. Labor & Delivery / Fetal Center
7. Infant Intensive Care (IICN)
8. Maternal Infant
9. Pre-Admission Testing
10. 6 East Pulmonary, 6 West Pulmonary, and 8 West Pulmonary
11. Oncology

12. Bone Marrow Transplant Unit (BMTU)
13. Cardiac Catheterization Lab
14. Operating Room
15. Post Anesthesia Care Unit
16. Pain Center
17. Radiology
18. GI
19. Abdominal Organ Transplant
20. EP Lab
21. Neurology
22. Bronchoscopy

If a nurse is deemed qualified to be reassigned to an area in 27.6(b), that nurse shall be deemed qualified to bump/bid into that area under the provisions of Article 7.5.

Employees in the specialty areas 7W, 7E, SICU, MRICU, 6E, and 6W above shall have bumping rights only within their respective clusters and bumping shall be limited to two (2) displacements per unit within their cluster.

(e) Employees scheduled to be laid off shall be entitled to four (4) weeks' notice or pay in lieu thereof. Temple shall meet and discuss on such layoffs in advance of the initiation of said lay-off, when possible.

(f) 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.

#### 7.6 Recall from Lay-Off

(a) 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.

(b) An employee who declines the offer of recall to a position working the same number of hours as the employee worked at the time of lay-off shall forfeit further recall rights. An employee who accepts recall

to a position working a reduced number of hours or to a unit 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.

## 7.7 Transfers/Promotions

(a) When a vacancy in a bargaining unit position occurs, and an employee(s) or applicant(s) are under consideration for such vacancy who have the ability and skill to fill the vacancy, Temple shall award the position to the employee or applicant with the greatest skill, present ability and prior job performance. Where there is no appreciable difference between the skill and present ability of such candidates, Temple in accordance with its policy of continuing to attempt to award vacancies to incumbent employees shall award the position to the incumbent employee with the greatest bargaining unit seniority, if practicable. At the least the qualified applicant with the most bargaining unit seniority will be interviewed for the position. Disposition under this provision shall be subject to the grievance and arbitration provisions of the Agreement.

(b) Employees may submit to their manager a unit- based file bid for change of shift, hours or status (part time, full time, pool) or hours within their designated unit at any time. A receipt will be provided by management to the bidder at the time of submission of the bid.

Unit employees will be advised of the creation of new shifts or openings on current shifts electronically five (5) days prior to the position being hospital posted. When a unit position opening occurs, the position will be awarded by the department manager to the most senior bidder within the unit.

(c) Employees may submit to Human Resources a file bid for any position outside of their designated unit at any time for which they are qualified. A receipt will be provided by management to the bidder at the time of submission of the bid. File bids will remain valid for twelve (12) months.

Openings for bargaining unit positions not filled by transfers within the unit or for which there are no viable file bids or newly created

jobs will be hospital posted for seven (7) calendar days. Jobs will also be posted on the TUHS website. Each job posting shall include required nursing experience, department/unit, shift and hours of the position.

(d) Temple will supply the Local President of the Union with a list of open positions including shift and hours, on a monthly basis.

(e) All file bids must be submitted in person and in writing, and all non-file bids must be submitted electronically to Human Resources with the exception of unit-based file bids, which must be submitted to the department manager. The bidder will be given a receipt for the bid submission.

(f) A successful bidder shall move to the awarded position within forty-five (45) days after verbal notification of their acceptance by Human Resources. In the event employees are not transferred within forty-five (45) days, their salary shall be adjusted to the rate of the job which they have been awarded. In no case shall transfer exceed sixty (60) days. Employees not awarded such positions shall be notified in writing.

(g) A successful bidder will not be eligible to apply for a transfer in accordance with (c) above for eight (8) months, excluding part-time and pool (per diem) employees who apply and are accepted into a full time position. Newly hired employees shall not be eligible to bid for a transfer outside the unit into which they were hired in accordance with (c) above for twelve (12) months. Employees who have recently bid on a new position may not bid internally for a change of shift while they are on active preception or orientation, which period is determined individually based on the needs of the employee. An employee in a nurse residency program is not eligible to bid on any position or transfer under section 7.7, including moving from part-time to full-time, for a period of six months from entry into the residency program. New to practice nurses who demonstrate difficulty in a particular clinical area may be transferred by Temple to a department where it is believed they can be successful, after consultation with the nurse and the union.

(h) An employee who is transferred/promoted shall serve a ninety (90) day evaluation period in the new position. If he/she is removed from the position during said period, he/she shall be returned to their former position if vacant, or to a comparable bargaining unit position without loss of seniority or other benefits previously earned.



(i) An employee who is disciplined or discharged during the evaluation period 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 Temple, provided a vacancy exists on his/her former unit. An employee who is returned to a former unit at the request of Temple 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) Any employee selected by Temple for a promotion outside of the bargaining unit may be returned at the employee's or Temple's option within six (6) months from date of promotion to the bargaining unit without loss of seniority or other service benefits or credits. **The six (6) months may be extended by mutual agreement.**

(l) If it is necessary to involuntarily transfer an employee from one unit to another or to close or reduce a unit or department, such transfer shall be accomplished in the following manner:

1. Temple will notify the Union at least three (3) weeks in advance of any unit or department reduction or closure.

2. Temple will meet and discuss the reduction or closing with the Union and with the employees of the affected area as soon as possible following the notification of the Union. Affected employees shall be provided with a list of vacant Temple bargaining unit positions and the opportunity to indicate up to three (3) choices for transfer. Temple will advise the Union and the employees of vacant nursing positions within TUHS for which the employees may apply as new hires.

3. In the event of a unit or department reduction, Temple shall solicit volunteers from the unit/department and award the transfer to the most senior employee(s) who possess the skill and ability to perform the job. In the event there are insufficient volunteers or in the closing of a unit or department,

the employees shall be separated from such job in inverse order of bargaining unit seniority. An employee so separated will be:

(a) Transferred to a vacant bargaining unit position for which they are qualified without regard to file bids or the necessity of posting; a position is considered vacant if there have been no offers made by Human Resources;

(b) Assigned by Temple if there is only one open position for which they are qualified;

(c) Laid off in accordance with the lay-off provision of this Agreement.

(d) 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. The length of preception determination will be based on the transfer assessment and clinical skills needed.

4. Employees involuntarily transferred or assigned shall have one (1) year preferential return rights to their former unit, if there is a vacancy in such unit, and shall not be bound to the provisions of Section 7 (g) of this Article for transfer eligibility.

## **ARTICLE 8 RATES OF PAY**

8.1 (a) Effective October 1st, 2022, the employees shall receive a \$5.00 per hour market adjustment and then a two and one half percent (2.5%) across the board increase. Appendix A will reflect such increase.

(b) Effective the first full pay period in October, 2023, the employees shall receive a two and three quarter (2.75%) across the board increase. Appendix A will reflect such increase.

(c) Effective the first full pay period in October, 2024, the employees shall receive two and three percent (3%) across the board

increase. Appendix A will reflect such increase. The OR Specialist experience step will be based upon years of RN experience.

(d) Experience step will be assessed in the first full pay period in November 2010 and then each November thereafter.

(e) Experience credit will be given for all years of active practice as a Registered Nurse, including experience outside the US in nursing positions which are eligible for reciprocity under the NCLEX or other procedure recognized by the Pennsylvania Board of Nursing, as documented in the employee's resume.

8.2 Employees assigned to charge duty on any of the three shifts shall be entitled to three dollars and fifty cents (\$3.50) per hour.

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

## **ARTICLE 9 HOURS OF WORK**

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

(b) Temple will normally not schedule full-time eight (8) hour day employees for more than five (5) consecutive days or less than two (2) consecutive days. Temple will normally not schedule employees for more than two (2) shifts in a week nor more than two (2) different shifts in four (4) consecutive days. Employees shall not be involuntarily rotated against the clock without at least 48 hours off between scheduled shifts.

(c) It is understood that employees are currently working eight (8) hour shifts, ten (10) hour shifts, twelve (12) hour shifts, and combinations of eight (8) hour and twelve (12) hour shifts. The shift starting times listed above are illustrative only of the most typical shift hours currently in effect. It may be necessary to change starting times or to establish new shifts. In such cases Temple will give the Union adequate notice of the change and Meet and Discuss on same.

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

(e) Temple will not schedule its employees for more than twenty-six (26) weekends per year. Temple will continue its pattern of scheduling employees off every other weekend.

(f) Temple will minimize rotation.

(g) Temple shall equalize scheduled weekend work among employees in the same functional unit and will equalize assignments to the evening and night shifts among rotating personnel in the same unit.

9.2 (a) Full-time employees shall be entitled to two (2) rest periods of fifteen (15) minutes each, one in each half shift; said rest periods shall be assigned by Temple to each employee. Employees who work a full half-shift shall be entitled to one (1) such rest period. Employees working twelve (12) hour shifts shall be entitled to three (3) such rest periods. In accordance with past practice, or by mutual agreement where not currently practiced, employees may bundle one or more breaks with their lunch period.

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

9.3 (a) If an employee reports for work on his/her normal shift, or is notified not to report with less than four (4) hours' notice and no work is available for him/her, he/she shall receive four (4) hours of pay at his/her regular rate of pay.

(b) If an employee reports for required work at a time other than his/her assigned shift or a shift continuation and no work is available for him/her, he/she shall receive four (4) hours at his/her regular rate of pay; provided, however, that if the employee has been notified not to report at least two (2) hours in advance of his/her assigned starting time, the employee shall not receive said reporting pay. If an employee is

notified not to report with less than two (2) hours' notice, the employee shall receive two (2) hours reporting pay.

(c) Employees who are cancelled after beginning a regularly scheduled shift will be given two hours' notice to ensure proper completion of patient care responsibilities and safe transfer of the patient. Such cancellation will follow the priority as listed in 9.6(a).

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

(e) In the event of 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.

9.4 (a) Preliminary schedules showing the regular hours of full-time and regular part-time employees assigned to the unit, and scheduled holiday and vacation time, shall be posted on each unit for seven (7) days prior to posting the final schedule in order for full time and regular part-time bargaining unit employees to express interest for available extra shifts. After the preliminary schedule is posted and during the seven (7) day period, pool staff may be added to the schedule not to exceed sixteen (16) hours per week, except that pool may be given additional weekend or holiday hours not to exceed a total of twenty-four (24) hours per week. At the end of the seven (7) day period, remaining available shifts will be distributed equitably in accordance with the following order of priority among employees who have made their interest known through the needs list:

1. Full-time and regular part-time employees who have expressed interest will be assigned up to twelve (12) additional hours per week.

(b) If additional shifts remain, the manager will approve additional hours on an equitable basis among full-time, part-time and pool employees who have expressed interest. Final work schedules showing the employees' shifts, work days and hours shall be posted at least two (2) weeks in advance, shall not be posted for a period of less than four (4) or greater than six (6) weeks, and regular shifts 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.

(c) A needs list will be posted at the same time as the preliminary schedule, showing all open shifts for the scheduling period which are known at that time, and will be maintained and remain posted for the duration of the schedule. Multiple employees can sign up for each shift for which a need is posted. Assignments of shifts in accordance with section 9.4 (a) above shall be made from among employees who have expressed interest by signing the list, subject to the manager's right to assign pool employees as set forth above and incorporated in the final schedule in Sec. (b) above and designated on the schedule as extra shifts. Approval of a shift from the needs list is not a guarantee of work, and such shifts are subject to cancellation based on staffing needs.

(d) An availability list will be maintained and remain posted for the duration of the schedule.

(e) Designated pool employees may be scheduled up to full time hours to cover the position of a designated employee on a pre-approved continuous leave of absence, for the duration of the leave. The Hospital will provide to the Union the name of any pool employee who specifically covers a leave of four (4) weeks or more.

9.5 Employees hired to day shift with rotation positions who have more than five (5) years of bargaining unit seniority shall not be required to rotate. Staff nurses hired to permanent evening or night shift positions will not be rotated without mutual agreement. An evening shift is an eight (8) hour shift that begins on or after twelve noon (12:00 p.m.) or a flex ten (10) or twelve (12) hour shift that begins on or after 11:00 a.m. It is recognized that on some units, due to the size of the unit and the years of service mix, implementation of this provision would result in excessive rotation. In such cases the Union and Temple will meet to discuss.

(a) When it is necessary to reduce the workforce on a nursing unit on a daily basis, such reduction shall be consistent with the staffing guidelines and scheduling template of the unit involved. Temple maintains discretion to reduce staff on the basis of operational and economic consideration, but shall not cancel if at the time of cancellation (taking into consideration anticipated admissions based on OR schedule, ED volume,

and other relevant factors) such cancellation would leave the unit staffed below the unit staffing guidelines. Volunteers will be accepted, and then the order of cancellation will be as follows unless the nurse scheduled for cancellation possesses a specialty skill that is required:

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

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

(b) Prior to canceling employees on regularly scheduled shifts, Temple will cancel agency, pool, or employees on overtime performing the same functions within the same float district unless precluded by patient acuity needs or based on the skills, ability and experience needed under the applicable circumstances. Then, prior to cancelling an employee on a regularly scheduled shift, Temple will consider in-service, or competency requirements, required educational programs or alternative nursing duties for some or all cancelled hours based on the committee's project recommendations for that department. Such opportunities shall not be unreasonably denied.

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

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

(c) The Nursing Office shall maintain and make available upon request to an employee subject to cancellation on a regular shift, a master schedule showing pool, overtime and agency scheduled shifts. Such request shall not operate to delay an assignment and the schedule can be made available after the cancellation has occurred. Such request can be made whether the employee is at the Hospital or is being notified

prior to reporting to work.

(d) In the event that a nurse is cancelled on a regular shift and does not exercise the options described in (b), such nurse will document his/her cancellation on a cancellation form. Such forms will be forwarded to the Joint Staffing Committee for review and discussion as to strategies to minimize cancellations.

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

(f) If an employee is notified that they are being cancelled for a portion of a scheduled overtime shift, and Temple does not commit to the employee that they will be required for the balance of the shift, the employee may elect to cancel themselves for the full shift.

9.6 Subject exclusively to the requirements and limitations of Article 9, schedules shall be developed in accordance with the following. Scheduling templates shall be made available in each unit showing sufficient shifts to meet the staffing requirements as listed in Article 31.

Each unit shall have the option of self-scheduling. In units not opting for self-scheduling, the manager or designee shall be responsible for completing the schedule, based on requests submitted by employees in a timely fashion, and shall grant requests to the extent that this is possible while meeting the needs of the scheduling template.

In units opting for self-scheduling, the unit shall develop their own self-scheduling model, process and staffing and scheduling guidelines. Where past practices exist which provide for the payment of specified hours for the committee to complete the schedule, such practices will continue. Where no past practice exists, unit scheduling committees shall be allowed at least two hours paid time per scheduling period, which may be increased by mutual agreement of the parties.

## **ARTICLE 10 OVERTIME**

10.1 (a) Employees shall be paid one and one half (1½) times their regular rate of pay for all authorized time worked in excess of forty (40)



hours per week.

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

(c) Advance Practice Nurses (CRNP, CRNA, and RNFA) may request compensatory time off in lieu of overtime pay, and it must be used within thirty (30) days whenever possible.

(d) An employee may request overtime. When an employee has volunteered for overtime in a specific unit and the need for overtime on that unit no longer exists, the employee volunteering for overtime shall not be involuntarily reassigned and may be offered the opportunity to cancel their overtime, unless such cancellation would create a mandation in a sister unit. In the event the employee is needed to work in a sister unit within a float district, the Hospital shall provide a copy of the form required by 10.2 (f) to the Union and the employee.

(e) Employees may cancel pre-scheduled overtime by providing no less than forty-eight 48 hours' notice to the Nursing Administration office except in the event of an emergency.

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

(b) Staffing needs that become available after the final schedule is posted, including needs that become available which are not anticipated, such as within the same day or within twenty-four (24) hours, will be made available to full-time, part-time and pool bargaining unit employees who have indicated their willingness to work, in accordance with 9.4(d) (availability list) above and shall be equitably distributed.

(c) Overtime needs that become available which are not anticipated, such as overtime within the same day or within twenty-four (24) hours, will be made available to any qualified employees on the outgoing shift.

(d) If relief is not obtained, Temple will take the necessary steps to obtain coverage from other sources, including volunteers from other units with the required skill and ability, pool and agency.

(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 emergencies, disasters, other catastrophic events which substantially affect or increase the need for healthcare service. Examples of unforeseeable emergency circumstances include, but are not limited to, a 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, or call-off occurrences on a unit which significantly affect the delivery of patient care. Such assignments shall be made in inverse order of seniority on a rotating basis.

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

The forms (2) shall include the reason for overtime, the time the need became known and the individuals contacted or attempted to be contacted. This shall include any efforts to contact temporary, part-time or agency personnel.

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.

10.3 An employee scheduled to work less than eight (8) hours after the completion of the employee's last regularly scheduled shift shall be entitled to pay at the rate of time and one-half (1 ½) for all hours worked within the original twenty-four (24) hour period, except in case of emergency, act of God, or by the consent of the employee.

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

10.5 Employees who are required to and remain more than thirty (30) minutes beyond quitting time as a result of a bona fide emergency and

work for more than twelve (12) consecutive hours shall be entitled to a meal ticket for Temple University Hospital Cafeteria.

10.6 Employees will not be scheduled, and shall not volunteer, to work such that their hours of work, inclusive of hours worked on call, exceed 120 in a two (2) week pay period. This standard shall not be exceeded by unscheduled, voluntary extension of shift except in the event of circumstances referenced in 10.2(e) above.

10.7 The parties agree that excessive unscheduled absences can affect patient care, and Temple recognizes its responsibility to prudently plan for expected and normal levels of absence within the bargaining unit. Within 90 days of the agreement, the parties will meet to review historic patterns of absence and develop procedures to address the situation. Such procedures may include, but are not limited to, the requirement of doctors' notes for call outs on identified informal holidays, and suspension of 10.1(d) and 10.2(b) when mutually agreed criteria are met.

10.8 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 a half for the hours they remain beyond the conclusion of their regular shift.

## **ARTICLE 11 HOLIDAYS**

Part time employees shall receive personal holiday pay pro-rated to their position hours during their first year of employment. Thereafter, they shall receive personal holidays pro-rated based on their actual hours paid in the previous fiscal year, not to exceed 36 hours.

11.1 Full-time employees who have completed their first thirty (30) calendar days of full-time employment shall be entitled to the following holidays:

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

11.2 (a) Full-time employees hired at forty (40) hours per week

shall receive forty (40) hours of time. Employees hired at thirty-six (36) hours per week shall receive thirty-six (36) hours of personal time. Personal time shall be requested at least fourteen (14) days in advance and will be approved or denied within 7 days. Once scheduled, these days may be canceled only by the mutual consent of Temple and the Employees. Employees may request their personal with less than fourteen (14) days' notice. Requests shall not be unreasonably denied. Emergency requests shall be answered before the start of the shift.

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

Date of Hire	<u>Hired to work 40 hrs</u>	<u>Hired to work 36 hrs</u>
	Number of Hours	Number of Hours
July, August, September	40 hours	36 hours
October, November, December	32 hours	24 hours
January, February, March	24 hours	12 hours
April, May, June	0 hours	0 hours

(c) Part-time RNs who work holidays shall be granted pro-rata time off as follows:

<b>Part-time RN Hired Regular Weekly Hrs</b>	<b>FTE</b>	<b>Hours Worked on Holiday</b>	<b>Hours off in Lieu of Holiday</b>
20	.5	8	4
20	.5	10	5
20	.5	12	6
24	.6	8	4.7 5
24	.6	10	6
24	.6	12	7.2 5
30	.75	8	6

30	.75	10	7.5
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(d) Personal time is awarded on a fiscal year basis, and employees shall use personal holiday time not later than the end of the fiscal year.

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

11.4 In order to be eligible for holiday benefits, an employee must have worked the last scheduled workday 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 Temple. An employee who fails to report for work on a holiday shall not receive pay for the unworked holiday.

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

(b) In the event an employee is required to work on a holiday, he/she shall be paid time and one-half (1½) for all hours worked on the holiday and shall receive an additional day off at his/her regular rate of pay within **sixty (60)** days of the holiday or an extra day's pay at the same rate in lieu thereof, as determined by Temple.

11.6 If a holiday falls during an employee's vacation, at the option of Temple, the vacation shall be extended by one (1) day, or the employee shall receive a compensatory day off at his/her regular rate of pay within thirty (30) days. In exercising its option, Temple will take into consideration the employee's expressed preference.

11.7 If one of the holidays falls on an employee's regularly scheduled day off, the employee shall receive eight (8) hours off at his/her regular

rate of pay within sixty (60) days of the holiday or eight (8) hours pay at the same rate in lieu thereof, as determined by Temple.

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

11.9 Employees with 20 or more years of bargaining unit service will be given an additional paid anniversary day to be used within 120 days of their anniversary date and scheduled as part of the scheduling process.

11.10 Christmas Eve, the Friday after Thanksgiving, and New Years Eve, when worked on shifts beginning at or after 5:00 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 12  
VACATION**

12.1 (a) Full-time employees shall be eligible for vacation with pay and shall accrue vacation according to the following schedule:

<u>Length of Full-Time Service</u>	<u>Weekly Hours</u>	<u>Bi-Weekly Accrual</u>
Date of hire but less than 8 years	40 hours	4.62 hours
8 years or more	40 hours	6.16 hours
Date of hire but less than 8 years	36 hours	4.15 hours
8 years or more	36 hours	5.54 hours

(b) Full-time Advanced Practice Nurses (CRNA's, Nurse Practitioners and First Assistants) shall be eligible for the following vacation with pay:

Weekly Hours

Bi-Weekly Accrual

40 hours

6.16 hours

36 hours

5.54 hours

(c) Accrual will be pro-rated for employees working less than thirty-six (36) hours per week.

12.2 Vacation Scheduling

(a) No later than January 1st of each year, Temple will post on each unit an annual vacation schedule showing the number of shifts available for vacation during each week of the next calendar year. This number will be 14% of the weekly hours regularly scheduled in the unit (vacant position hours, the hours of employees currently on LOA, and 25% of the hours of active orientees will not be counted) and will be distributed among the scheduled shifts on the unit. In units employing eight or less bargaining unit members, at least one person shall be allowed to take vacation each week.

Peak summer vacation is defined as the Sunday before Memorial Day and continuing through the Saturday following Labor Day. No employee shall be permitted to schedule more than two (2) weeks in a calendar year peak period unless all other requests have been granted and available slots remain.

All bids submitted by January 31<sup>st</sup> for that calendar year will be awarded by seniority and confirmed no later than February 28<sup>th</sup>, and the chosen weeks filled in on the calendar. A receipt will be provided to the bidder for each vacation bid showing the date received. No change shall be made in the approved vacations thereafter except by mutual agreement of the employee and Temple. Employees who do not bid by January 31<sup>st</sup> may select a remaining week with at least one month's notice, on a first come basis. Such requests shall be approved or denied within (7) seven days of request. Request for full weeks shall be honored before requests for single days.

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

(b) Approved vacation requests of employees who transfer between units will be honored whenever possible; however, an employee who transfers into a department after the January 31st selection period may not bump another employee within that functional unit who has already chosen their vacation period. Employees will be advised prior to transfer whether their existing vacation request can be honored.

(c) Vacation requested for emergency use may be granted at the discretion of Temple with less than one (1) months' notice.

(d) Employees requesting at least one (1) weeks' vacation shall be entitled to weekend vacation usage consistent with their normal weekend rotation. Employees scheduled for vacation will not be required to find replacements for weekend coverage.

(e) Vacation will not normally be scheduled from December 15<sup>th</sup> through January 3<sup>rd</sup>.

12.3 Vacation pay shall be based upon an employee's regular rate of pay at the beginning of his/her vacation period.

12.4 No part of an employee's scheduled vacation may be charged to sick leave. Maximum vacation accrual shall be equal to two hundred and percent (200%) of an employee's annual accrual. Employees will not be compensated for vacation time not taken above 200% an employee's annual accrual. Employees scheduled for vacation will not be required to find replacements for weekend coverage.

12.5 Nurses terminated involuntarily and nurses who give three (3) weeks' notice of voluntary termination shall be entitled to accrued vacation pay.

12.6 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.

12.7. Transfer of Vacation Entitlement

An employee who has been continuously employed within TUHS and transfers into a position within this bargaining unit will be given the earliest employment date within TUHS for the purpose of determining vacation entitlement per the vacation accrual schedule as defined in this



agreement.

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

## **ARTICLE 13 HEALTH, WELFARE AND PENSION**

### **13.1 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 the employee co-pays equals fifteen percent (15%) towards the cost of generic prescription drugs, twenty percent (20%) towards the cost of Brand Name drugs on the Performance Drug list, and thirty-five percent (35%) toward the cost of all other Brand Name drugs not on the Performance Drug list.

Each covered employee and dependent is subject to a calendar year maximum of \$1,000 per person with a family maximum of \$2,500 per year. The Dispensed as Written Penalty shall not be considered a co-pay within the meaning of this article.

### 13.2 Vision Care

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

### 13.3 Contributory Defined Contribution Retirement Plan:

(a) For Temple employees hired November 1, 1999 and thereafter, who participate in the Contributory Defined Contribution Retirement Plan, Temple will match the employee's four and one-half percent (4.5%) contribution, in accordance with the following:

<u>Years of Participation</u>	<u>Temple Contribution</u>
Less than 3	4.5%
At least 3 but less than 5	5.0%
At least 5 but less than 7	6.5%
7 or more	8.5%

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

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

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

of the appropriate enrollment forms to Human Resources.

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

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

(g) Temple will discontinue the availability of the Accelerated Retirement Option available to employees participating in the Contributory Defined Contribution Retirement Plan. Current participants will continue to participate in this option until each participant reaches the agreed upon retirement date.

#### 13.4 Life Insurance

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

(b) Eligible 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.

### 13.5 Dental

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

### 13.6 Sickness and Accident

(a) Temple shall provide its Sickness and Accident plan of two hundred fifteen dollars (\$215) per week for eighteen weeks for non-probationary full-time employees.

Employees will be eligible based on the following:

- Exhaustion of sick time bank or first day of accident, whichever is later
- Exhaustion of sick time or 8 days sickness, whichever is later
- 1 day hospitalization for illness or disability (no sick time exhaustion required)

To get a benefit payment, an employee must apply through the carrier for eligibility review for a qualifying condition. If approved, any owed benefit will be paid out in 3 business days from the date of approval

(b) Temple will continue to offer employees the opportunity to enroll in a voluntary short-term disability plan with one hundred percent (100%) payment from the employee through payroll deductions. Within ninety (90) days of ratification, Temple will meet and discuss with the Union regarding the short-term disability provider and issues arising from utilization of such provider.

### 13.7 Disability

(a) Eligible employees may purchase long-term disability insurance to cover sixty percent (60%) of his/her monthly salary up to a

maximum of benefit of \$10,000 per month following a 180-day elimination period.

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

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

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

### 13.8 Post-Retirement Benefits

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

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

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

### 13.9 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.

### 13.10 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.

## **ARTICLE 14 SHIFT DIFFERENTIAL AND ON CALL**

### 14.1 Shift Differential

(a) Employees working on a shift, which begins on or after 12:00 noon and before 5:00 a.m., shall be paid a shift differential of thirteen percent (13%) of his/her hourly base rate not to exceed **seven dollars (\$7.00)** per hour. Employees working flex shifts of ten (10) hours or more shall receive shift differential for shifts beginning on or after 11:00 a.m. An employee who is entitled to a shift differential for work on his/her regular shift shall receive the shift differential for overtime hours that are an extension of his/her regular shift. A shift differential shall not be paid when employees are authorized to exchange shifts temporarily for

personal reasons.

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

(c) 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.

(d) Weekend Differential

Employees hired prior to March 31, 2013 shall continue to receive a weekend differential of five dollars (\$5.00) per hour for all hours worked between 11:00 pm on Friday and 7:00 am on Monday.

Employees hired on or after March 31, 2013 shall receive a weekend differential of three dollars (\$3.00) per hour for all hours worked between 11:00 pm on Friday and 7:00 am on Monday.

14.2 Beeper Call

(a) An employee who is required to carry a beeper and remain available for a designated period of time to receive and make telephone calls from home to respond to patient inquiries or needs for service will be considered to be on Beeper Call.

(b) An employee assigned to Beeper Call shall receive **three** dollars (**\$3.00**) per hour for weekday, weekend and holiday Beeper Call.

(c) If an employee on Beeper Call is required to receive or make phone calls from home, the employee shall be paid in addition to beeper call pay for the actual time worked from home or a minimum of fifteen (15) minutes pay, whichever is greater. Time worked must be documented on forms supplied by the employee's department.

(d) Upon request, an employee will be provided a phone.

14.3 Staff On-Call

Staff Registered Nurses may be placed on call in the following departments:

- Operating Room Call Specialties
- Operating Room (General)
- Cardiothoracic
- Abdominal Organ
- Neurosurgery
- PACU
- Interventional Radiology
- Cardiac Catheterization Lab
- Dialysis
- Transplant Services

Temple may establish other on-call departments but will first Meet and Discuss with the Union the implementation of this decision. Generally, call should be used for urgent and emergent cases, consistent with department guidelines. If issues arise concerning the application of this provision, the parties will first meet and discuss methods to address call. This provision may not be the basis for refusing call activation.

(a) A Staff RN, who is required to carry a phone or beeper and remain available for a designated period of time to report to Temple to work in accordance with department policy, is considered to be “on call.” TUHS will provide a work phone to employees who are required to take calls upon request for the period of call.

(b) Weekend on-call rate shall begin at 11p.m. Friday through 7:00 a.m. Monday. On-call rate shall be seven dollars and fifty cents (\$7.50) per hour for weekday. The on-call rate shall be eight dollars (\$8.00) per hour for weekend and holiday on-call.

Employees in any department in the bargaining unit who are required to accept call assignments for 108 or more hours within two consecutive pay periods shall receive a premium call rate of fifteen dollars (\$15.00) per hour for all required call assignments within such pay period.

(c) A Staff RN who is called in to work will be paid for all hours worked at the appropriate rate of pay or shall receive a minimum of four (4) hours pay, whichever is greater. The on-call pay shall cease once the employee reports in to work.

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



1. May commence their regularly scheduled shift up to eight (8) hours after the completion of the call in work assignment, provided that the regular shift begins no later than 11:00 am.

2. May commence their regularly scheduled shift immediately after completion of the call in work assignment provided the assignment ends on or after 5:00 a.m.

3. May elect to take part of 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 that proper coverage can be maintained.

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

(e) A nurse whose call commences at the conclusion of her regular shift shall not be permitted to work more than 16 consecutive hours except in emergency circumstances or unanticipated critical needs as set forth in 10.2 (e), above.

Employees in any department in the bargaining-unit who work sixteen (16) or more hours within a twenty-four (24) hour period as a result of taking call who have less than **ten (10)** hours off before the start of their next regularly scheduled shift shall be released from their scheduled shift without loss of pay with the approval of the manager. Such paid shift shall be considered as time worked for purposes of computing overtime.

(f) A staff nurse who reports to work for call, and works in excess of four consecutive hours, shall be afforded the benefits set forth in 9.2.

(g) A staff nurse who, as a result of regularly scheduled hours and hours worked during an on call period (or periods) required by the Hospital, has worked 120 hours in pay period, will be relieved of any further work obligation during that pay period, and will be paid at her straight time rate for any scheduled hours remaining in the schedule if required to work such hours by the Hospital. Hours for which a staff nurse volunteers shall not be included in the calculation.

#### 14.4 CRNA and First Assistant On-Call

CRNA's and RN First Assistants shall receive fifteen dollars (\$15.00) per hour while on call, or shall be paid the appropriate rate of pay for hours

actually worked when called into work.

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

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

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

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

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

14.8 On call employees who complete the work for which they were called in will not be required to stay if said obligations have been concluded except in emergency circumstances or unanticipated critical needs as set forth in 10.2 (e) & (f) above.

14.9 Procedural Late Stay

(a) On procedural departments where late stay is required, a four (4) hour overtime need will be posted on the department needs list for a time beginning at or near the conclusion of the regular workday.

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

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

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

14.10 Temple will provide employees with sleep accommodations, within 90 days of ratification.

## **ARTICLE 15 MANAGEMENT RIGHTS**

15.1 The management of Temple's operations and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved, the right to hire, discipline or discharge employees for 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 Temple; provided that this section will not be used for the purpose of discriminating against any employee on account of membership in the Union. The rights of management are limited only as expressly limited by the language of this Agreement.

## **ARTICLE 16 GRIEVANCE PROCEDURE**

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

### Step 1

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

### Step 2

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

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

### Step 3

If the grievance is not settled in Step 2, the grievance may, within ten (10) calendar days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the Office of Labor Relations.

The Office of Labor Relations shall hold a hearing within 30 calendar days, unless such hearing is waived by either the Union or the

office of Labor Relations with notice to the other party. If the hearing is waived, Labor Relations shall answer the grievance within 10 calendar days of notification of the waiver. Upon presentation of the grievance, the Union shall offer available dates and times for hearing that shall not be limited to work days. Absent mutual agreement, failure on the part of either party to schedule a grievance within one month of its filing shall place the total costs of an appeal to arbitration solely on that party. Both parties will offer a minimum of three possible dates and times to hear the grievance. If a hearing is held, the grievance shall be answered within 10 business days following the hearing. Absent mutual agreement, if a grievance is moved to arbitration that Temple has failed to answer, any arbitral fee cancellation costs associated with such failure to answer shall be paid by Temple.

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

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

(b) When a disciplinary interview or a Human Resources investigatory meeting which could lead to discipline of the interviewee is scheduled, an employee shall have the right to have a Union representative present at the meeting. If representation is requested, the employee will be given sufficient time to contact a Union representative. When a written complaint is received and an investigation is begun with the employee who has been identified as the subject of the complaint, the employee will be advised of his/her right to representation.

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

16.4 An employee who has been suspended or discharged, or the Union on his/her behalf, may file a grievance in writing in respect thereof with the Office of Labor Relations at Step 3 of the foregoing Grievance Procedure. The Union shall be notified on a timely basis of any suspension

or discharge.

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

16.6 A grievance, which affects a substantial number or class of employees, may initially be presented at Step 2 or Step 3 by the Union. In the event the union believes a grievance is a contract interpretation grievance, the grievance shall be submitted at Step 3 so that Labor Relations may determine whether it should be heard at Step 3.

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

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

The Union may designate, in addition, one (1) nurse delegate orientee to attend any grievance hearing as an observer while not on work time. Attendance in the role of orientee shall be limited to three (3) hearings for any delegate. A delegate orientee may not participate in any way at the hearing nor may be considered a witness in any other proceeding pertaining to the grievance attended.

## **ARTICLE 17**

## ARBITRATION

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

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

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

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

17.4 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.

17.5 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.

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

17.7 Expedited Arbitration

(a) The parties agree to maintain a panel of no less than six (6) arbitrators on a rotating basis, with all arbitrators trained in Just Culture. The parties can mutually agree to expand the panel if necessary based on the volume of cases and availability of arbitrators. Under the expedited procedure the parties agree to utilize the arbitrators in the above-referenced panel who are able to hear the case within the agreed upon timeline set forth in paragraph (g) of this article.

(b) In the event one of the panel arbitrators resigns, or an arbitrator is removed from the panel, or one or more arbitrators are added to the panel, a new arbitrator shall be selected by the following process. Within thirty (30) days of the vacancy, each party will submit to the other three names for consideration. All arbitrators on the list must be members of the National Academy of Arbitrators and the American Arbitration Association. Each party may strike any names from the other's list without restriction. If there is one name in common, that individual shall be invited to serve on the panel. If there are two names in common, they will be invited in alphabetical order. If none of the invited arbitrators accept, the process will be repeated. If there is no name in common on the lists, this process will be repeated up to three times. If no mutually agreeable name is selected, the parties shall request a list of five arbitrators from the American Arbitration Association, excluding all individuals previously struck. The arbitrators shall be ranked, and the one with highest average ranking will be appointed.

(c) The parties may mutually agree to remove any arbitrator at any time. Between May 1 and June 1 of the second year of the agreement, either party may elect to remove one arbitrator from the panel by providing notice to the other. The arbitrator shall not be informed of the party choosing to remove the arbitrator. The arbitrator shall continue to serve on cases already assigned before the date of removal unless the parties agree otherwise or the arbitrator asks to be removed. Arbitrators removed shall be replaced by the parties in the manner described above.

(d) If no cases are scheduled on an arbitrator's prescheduled date, the arbitrator will be notified three (3) weeks in advance of the prescheduled date to avoid cancellation charges. If cancellation occurs within three weeks of the date, the parties will share in the cost of the cancellation fee.

(e) Once an arbitrator has been assigned, he/she shall retain



jurisdiction over the case and future dates for continued cases. The arbitrators and the hearings shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association and this article.

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

(g) Cases will be scheduled for arbitration on the pre-scheduled dates in the order in which the demand for arbitration is filed, provided that: (1) discharge cases will be given priority and scheduled before any other cases for the first available date, (2) discipline cases, including discharge cases, will be scheduled for dates no less than 30 days from the date of the appeal to arbitration, if available; if no dates are available the parties agree to solicit additional dates from the panel, (3) contract interpretation cases will be scheduled for dates no less than 60 days from the date of the hearing notice. Once a grievance has been assigned to a pre-scheduled date, another grievance may not be assigned to that date without a minimum of 60 days' notice and mutual agreement of the parties. Either party can bump pre-scheduled non-discharge cases and slot in discharge cases as long as the above timelines are met.

The parties will jointly provide a full training session on Just Culture to members of the panel who have not been trained, taught by a certified trainer appointed by Outcome Eenuity.

## **ARTICLE 18 SEPARABILITY**

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

19.1 Employees shall give at least four (4) weeks' notice of resignation if feasible, but in no event less than three (3) weeks. For the purpose of this section, three (3) weeks shall be deemed to consist of the normal number of scheduled shifts an employee would work during a three (3) week period. Paid time off may not be taken after the notice is given except in the event of a qualifying illness under FMLA.

19.2 An employee who gives such notice of resignation, as provided above, shall be entitled to receive payment for unused vacation time earned on the effective date of the resignation. An employee who fails to work three (3) full weeks after notice shall not receive payment for unused earned vacation unless he/she extends his/her notice to work three (3) full weeks. 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**

20.1 During this Agreement, the Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, slow-down, cessation, stoppage or picketing, where the object of such picketing is to cause any employee of Temple Hospital to strike, slow-down, cease, stop or interrupt his or her work or otherwise boycott, or otherwise interfere with the operations of Temple or to cause an employee of any other employer to strike, slow-down, cease providing services to, or interrupting or interfere with the operations of Temple or any other Temple affiliated hospital, medical center, nursing home, or any other educational institution or other Temple facility.

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

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

(a) Publicly disavow such action by the employees.

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

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

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

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

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

## **ARTICLE 21 PERSONNEL PRACTICES**

### **21.1 Just Culture and Discipline**

All minor infractions on an Employee's record shall be cleared after one (1) year, provided that the one (1) year shall be free of infractions.

(a) The parties agree that it is in the best interests of the bargaining unit and Temple to maintain operational efficiencies and appropriate patient outcomes without the need for discipline. To that end, the parties recognize that the Just Culture community model has been

demonstrated to have a positive impact on employee morale, while also having a measurable, cost-effective impact on improving patient outcomes and reducing errors. Accordingly, the parties agree to employ the Just Culture community model and incorporate its algorithm into the disciplinary procedure applicable to the bargaining unit.

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

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

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

(e) Prior to a Just Culture analysis, both management and the union representative will share with each other the relevant information in their possession. Management and the union will come to the Just Culture meeting in good faith and will not have determined the outcome of the result prior to going through the Just Culture algorithm during the meeting.

(f) In order to ensure a fair process for all members, management and the union will adhere to the following steps with regards to Just Culture:

1. Management will schedule an investigatory meeting with the member and their union representative.

2. After the investigatory meeting is concluded, management will schedule the Just Culture meeting so that all parties can go through the algorithm together.

3. If Temple requires further Just Culture analysis, and before a decision on discipline is made, the parties will continue to go through the algorithm together.

(g) TUH will provide an annual Just Culture training course taught by a certified trainer appointed by Outcome Engenuity. If the training occurs on an employee’s work day, they will be released to attend

the training without loss of pay. Training will be open to both the union and management.

## 21.2 Personnel Evaluations

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

## 21.3 Access to Personnel Files

Any employee and/or the Union, with the employee's written consent, shall have the right to review the contents of the employee's personnel file to determine any matter affecting such employee; however, the foregoing shall not apply to any pre-employment materials. 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 Union in writing to Temple and the files shall be made available by Temple within four (4) working days after receipt of such notice. The Union agrees not to utilize this right in an abusive or excessive manner.

21.4 Temple may suspend an employee without pay during an investigation for up to five (5) business days. If Temple is not prepared to make a determination at that point, any remaining suspension shall be with pay. Return to paid status shall not prejudice Temple's rights in grievance and arbitration. This limitation shall not apply if the bargaining unit member is uncooperative or unavailable during the investigation or where criminal charges have been filed with the Police Department, District Attorney's Office or U.S. Attorney's Office that would constitute a felony. If no arrest or indictment occurs within six (6) months of filing charges, employee will be reimbursed for regular pay lost beyond the first five (5) scheduled days.

## 21.5 Video Cameras and Surveillance

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

## **ARTICLE 22 MISCELLANEOUS**

### 22.1 Recreational and Cultural Facilities

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

22.2 (a) Temple shall continue to maintain a safe and secure place of work for its employees.

**22.3** Annually, in January, Temple shall inform the Union as to how many bargaining unit members have been drug tested for cause in the year and the numbers testing positive or negative. Confidentiality will be preserved in all aspects of this report.

(a) An employee who enrolls in the Commonwealth of Pennsylvania Professional Health Monitoring Programs' (PHMP), Voluntary Recovery Program (VRP) on a voluntary basis and on whom the VRP imposes restrictions on narcotic administration or areas of practice, will be eligible to return to practice with narcotic administration restrictions under the following conditions:

1. Temple will make reasonable efforts to accommodate the employee's return to work, so long as no undue hardship results, and the efforts are consistent with any applicable VRP requirements. An accommodation may include temporary

reassignment for the duration of the restriction and/or adjustment of the employee's schedule to accommodate the restriction.

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

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

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

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

(c) In the event additional drugs are added to for cause the drug test panel the Union will be so advised. Temple will meet and discuss with the union if so requested.

### 22.3 Dependent Care and Medical Spending Programs

(a) Members of the bargaining unit shall be entitled to participate in the Temple University Hospital Dependent Care and Medical Spending Program.

(b) In the event changes are made to the program during the life of this agreement, and/or other programs are instituted, Temple will meet with the Union within thirty (30) days to consider implementation of such, among other relevant topics.

22.4 Uniform Allowance

A fifteen dollar (\$15.00) per month maintenance allowance will be paid to an employee for clothing, where required.

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

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

**ARTICLE 23  
PAST PRACTICES**

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

**ARTICLE 24  
PAID SICK LEAVE**

24.1 "Sick Leave" is defined as an absence of an employee from work by reason of illness or accident, which is non-work connected, or is not compensable under the Worker's Compensation Laws of Pennsylvania.

24.2 Eligibility and Benefits

(a) An employee who has completed his/her probationary period is eligible for one (1) day of sick leave earned at the rate of the said day for each full month of continuous service retroactive to his/her date of hire, but not to exceed a total of ten (10) days for any one (1) year.

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

(c) No sick leave will be paid to an employee who is absent as a result of injury or illness while working for another employer.

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

24.4 Notification and Proof of Illness



An employee who is absent must notify his/her supervisor at least three (3) hours before the start of his/her regularly scheduled work day, unless proper excuse is presented for the employee's inability to call. Temple may require written certification by a physician or other proof of illness or injury hereunder. Employees who have been on sick leave also may be required to be examined by the Temple Employee Health Service Physician or his/her designee, before being permitted to return to work.

**ARTICLE 25  
PAID LEAVE**

25.1 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.

25.2 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.

### 25.3 Parental Leave

In addition to the above, an employee who gives birth or takes custody (including adoption, fathering, fostering, or guardianship) is entitled to 1 week paid leave at their regular rate of pay. This time shall be used prior to any unpaid maternity leave as specified in paragraph (a) above, or any FMLA time taken post-birth.

## **ARTICLE 26 LEAVES OF ABSENCE**

### 26.1 Unpaid Leave

Employees shall be eligible for unpaid leave 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 can request an extended leave for up to one (1) year following the employee's last paid day of work. Medical documentation may be required. Such requests will not be unreasonably denied.

#### (c) Other Leaves

A Leave of Absence for personal or any other reason may be approved by Temple for a period not in excess of thirty (30) days, and may be renewed upon application to Temple. Non- probationary 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.

## 26.2 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.

If required by military reserve duty (other than the normal monthly commitment or volunteer duty), up to eight (8) hours of military duty per week will count towards the forty (40) hours requirement for the Temple overtime policy.

## 26.3 Union 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 Union, provided such leaves will not interfere with the operation of the Hospital.

## 26.4 Educational Leave

(a) With the permission of Temple, educational leaves to further professional growth and advancement shall be granted for up to twelve (12) months with no loss of seniority, classification or other bargaining unit rights.

(b) Employees shall be entitled to apply for pool status during an educational leave.

26.5 While on unpaid leave of absence, an employee shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. 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, Temple may require the employee to receive the approval of Temple's Employee

Health Services physician.

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

26.7 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. If there are no open positions for which the employee is qualified the recall provisions of this agreement shall apply. If an employee on a personal medical leave or workers' compensation leave is released for duty within one year from the employee's last day of work and there are no open positions for which the employee is qualified, the recall provision of this Agreement will apply for one year beginning with the date of fitness for duty. 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.

If Temple has secured a pool employee or employees to cover the duration of the leave as referenced in Article 9.4(e), and the leave continues beyond the entitlement of FMLA with coverage by the pool employee(s), the employee on leave shall be entitled to return to their position up to a maximum of six months.

26.8 An employee on an unpaid leave, including extended leave subject to the recall provision of this agreement shall retain access to employee self- service on the same basis as active employees.

## **ARTICLE 27 EDUCATION, TRAINING AND JOB ASSIGNMENTS**

### **27.1 In-Service Training and Education**

(a) Temple shall continue to provide meaningful in- service education to all employees.

(b) In the event an employee is required to attend such in-service sessions, such employees shall be paid the applicable rate. Required attendance shall be considered as time worked in the

computation of overtime. Certification and skill trainings required shall be included in the job description for each unit in which bargaining unit members are employees. Required training will normally be done at the Hospital during working hours, and employees shall be released from normal patient care responsibilities for the time needed. Training will be made available on night shift to the extent possible. If required training may be done via computer outside the Hospital, and the Hospital authorizes this as an option, the employee shall be paid at the regular rate for the time spent, at the rate of one hour per CEU, upon presentation of documentation to the Hospital.

(c) When attendance is required at a conference or seminar in order for an employee to retain a required certification or competency, or is otherwise required by Temple (i.e. training on a newly acquired technology), an employee shall attend without loss of pay and such reasonable fees and expenses shall be borne by Temple.

(d) When an employee attends an approved conference on his/her day off, the employee shall receive a per diem payment of one hundred and seventy-five dollars (\$175.00) in addition to any fees or expenses covered in (e) below. An employee may request time off to attend conferences, seminars and workshops to further professional growth and development. Seminars requested for professional growth and development must be related to the nursing field, and be approved by the Nurse Manager. Such approval will not be withheld providing the request is submitted at least six weeks in advance. Confirmation of approval will be emailed to the employee within 7 days of the application. At least eighty-five thousand dollars (\$85,000) for the entire bargaining unit will be made available for payment of fees for conferences and seminars for each fiscal year during the term of the agreement and will be reviewed on an annual basis.

(e) Each staff nurse is entitled to one conference day annually, in lieu of a regular work day, paid at his or her daily straight time rate, up to a maximum of eight (8) hours, for an approved conference not required by Temple. Additional paid conference days may be approved and shall not be unreasonably denied, subject to staffing needs.

(f) In addition to the above, Advance Practice Nurses shall be granted up to forty (40) hours per year conference time, pro-rated based on weekly hired hours per year and paid at the regular hourly rate, and

allowance of up to two thousand dollars (\$2,000.00) per year for fees and approved expenses to attend continuing education programs required to maintain certification. Employees may use such funds for registration fee for on-line CEUs required to maintain certification, upon proof of successful completion. If a program is available within Temple University Health System, employees will not be reimbursed for outside seminars. At least one Advanced Practice Nurse in the Anesthesiology Department will be permitted to schedule conference during each week. The conference leave request shall not be unreasonably denied.

(g) It will be the responsibility of Nursing Management to provide formalized classroom (teaching) orientation and clinical education through the didactic sessions and unit orientation. Staff nurses may be responsible for job area familiarization.

(h) Temple will provide regularly scheduled CEU courses every month as part of its in-service program. The topics of each will be announced at least six (6) weeks in advance. Attendance at in-services shall be requested and scheduled in advance so that coverage may be provided for the unit. Courses will be scheduled so as to be accessible to all shifts. Course schedules and descriptions shall be posted on the intranet, Learning and Development. Temple will also forward to the Union records of attendance and utilization of courses on a quarterly basis. The JNPC, as a standing agenda item will review the list of course offerings and scheduling in order to increase utilization.

(i) Upon request of either party, the JNPC will review implementation of this article.

## 27.2 Required Competencies

When Temple determines to add a required competency to a department, it shall notify the Union. Training for required competencies will be made available on work time, and uninterrupted time provided for employees to complete required learning. If the Hospital authorizes an employee to complete the required competencies electronically while not at work, the employee shall receive her or his regular rate for the time the Hospital deems necessary to complete the training.

27.3 Twice annually, January 1 and July 1, Temple shall provide to the Union a record of all conference participation by bargaining unit

employees. The report shall include the name of the employee, their department, whether the conference was required by Temple or approved under the terms of this Article, the title of the conference, the amount provided from the Fund in this agreement for fees and the number of days paid as conference days or per diem payment.

#### 27.4 Preceptors

(a) Staff nurses and APPs will be selected to serve as Preceptors for new employees. Volunteers shall be solicited first and if there are no qualified volunteers, management may select qualified employees on a rotating basis. Preceptors will receive instructions covering the content of the Department of Nursing orientation program and their role as Preceptors. Preceptors assist in the new employee orientation and serve as clinical resource persons and role models for new employees.

(b) Staff nurses who serve as Preceptors shall be compensated at a differential of four dollars and fifty cents (\$4.00) per hour while serving as a Preceptor.

#### 27.5 Tuition Reimbursement

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

#### 27.6 Reassignment

The provisions in Article 7.7 (l) will also apply to reassignments relating to unit closures of over thirty (30) days

(a) In the event that reassignment of nursing staff becomes necessary, volunteers shall first be solicited. If there are none agency or pool employees shall be reassigned prior to eligible staff. Agency and pool nurses will be oriented as needed to enable them to be re-assigned within their category as listed in 27.5 (b) below. If Temple determines that the agency or pool nurses lack the competencies to safely fulfill the reassignment, the Union shall be notified, and eligible staff could be reassigned.

Reassignment will be done equitably in rotation. An employee with thirty (30) years of bargaining unit seniority will be excluded from the reassignment rotation on regular shifts provided another qualified nurse is available to be reassigned, but will be reassigned in rotation on overtime shifts. Reassignments will be recorded in a log book maintained on the unit. Unit employees are required to record reassignments as they occur.

(b) In the event of temporary assignments, Temple University Hospital 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:

1. Maternal/Infant, L&D
2. Maternal/Infant to IICN (Close Observation Nursery)
3. IICN to Maternal Infant (Nursery)
4. SICU, MRICU, CICU, NICU, NSICU, BICU
5. Medical and Surgical Floors
6. PACU, SPU OR
7. CICU and Critical Care trained nurses from HFCU
8. Emergency Department
9. Step down units 6E, 6W, 7E, 7W, 8W

Temple University Hospital will make temporary assignments on an equitable basis. In emergency situations when employees are assigned outside of their basic category, they will not be placed in charge and will be given a patient assignment for which the employee has the necessary skill and ability. When an employee is reassigned, a nurse manager will come to the unit in a timely fashion when requested by the employee to review the affected employee's assignment.

(c) Temple University Hospital, in consultation with the Union, will develop in-service education programs designed to provide employees with familiarization and orientation to other units within their categories (sister units). Except for preception and training purposes new employees will not be pulled during their first six months of employment. Employees new to critical care or procedural areas will not be pulled during their probationary period; this does not apply to lateral floor moves. Cross-category orientation and familiarization, to the extent possible, will be given after completion of orientation.



(d) The JNPC, as a continuing agenda item, will review temporary reassignments.

(e) In no event will a nurse be reassigned more than once in the course of a shift.

(f) If the employer decides to change the designation (critical care, med surg, step down, procedural, etc) of any of the above units, they will first give the union notice of no less than six weeks unless in the case of an emergency. They will then meet and discuss with the union if requested.

### 27.7 Certification Bonus

(a) Full-time staff nurses who have successfully completed their probationary period may be paid a certification allowance of two thousand five hundred dollars (\$2,500) per year (one thousand two-hundred fifty dollars [\$1,250] paid on December 1 and June 1), upon certification/re-certification in a clinical specialty. Part-time staff nurses who have successfully completed their probationary period may be paid a pro-rated certification allowance of one-thousand two-hundred and fifty dollars (\$1,250) per year (six hundred seventy-five [\$675] paid on December 1 and June 1), 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. If a new certification is added to a job as a requirement after the date of this agreement, the Union and Temple will meet to discuss the addition of such certification to Appendix B. In order to receive payment, appropriate documentation of certification and/or recertification must be submitted to the Department Director.

(b) Temple will pay the fee charged to take examinations for certification as approved by Nursing Administration.

(c) Temple will pay for the cost of obtaining a DEA license when required.

### 27.8 Charge Nurse

In the absence of the Nurse Manager or Assistant Nurse Manager

who is taking active responsibility for the charge responsibilities, a Registered Nurse may be assigned as Charge Nurse. Consistent with the TUH Charge Nurse Policy, and specific standards of the unit, the Charge Nurse's patient assignment will be limited to accommodate the degree of charge responsibility. When, in the judgment of the Charge Nurse, there is a concern relative to patient care, nurse patient assignment, or ability to effectively complete the assigned responsibility of the Charge Nurse role, the Charge Nurse is expected to communicate this concern to a Nursing Supervisor as defined in the nursing escalation process. The JNPC will review the results of escalation events relative to charge assignments as a standing agenda item.

Temple will continue to offer charge nurse orientation, with the goal of assigning charge only to nurses who have completed the orientation. The log of participation in the charge nurse orientation will be available to TUHNA Chair of the JNPC on request.

Temple acknowledges that charge nurses are members of the bargaining unit.

#### 27.9 Float Team/Resource Team

In order to reduce reassignment and accommodate fluctuations a centralized float team will remain in place consisting of at least ten (10) float positions, as follows: Med/Surgical Division, Critical Care/ED\*, Women & Infants, and procedural areas.

\*When floated to the ED Critical care float nurses will only be assigned ICU overflow patients.

Operational management of float team personnel will reside with the Resource Management Center (RMC) The float nurses will report to the RMC at the beginning of the shift if not assigned prior to the start of the shift.

Nurses in the float pool positions shall receive a float differential of five dollars (\$5.00) per hour. Temple and the JNPC shall evaluate the program utilizing quality care indicators tracked by Temple.

Float positions shall be posted in accordance with Article 7.

## **ARTICLE 28**

## **JOINT NURSE PRACTICE COMMITTEE**

28.1 In Order to promote professional practice and the highest levels of patient care, the parties agree to continue a Joint Nurse Practice Committee (hereinafter JNPC) to promote dialogue between direct care givers and Nursing Administration. The committee will monitor clinical practice, review policies and procedures and make recommendations to improve quality outcomes and reducing clinical variability. The collaborative team of this committee will represent the oversight framework for a shared decision model in the Department of Nursing.

(a) The committee will be comprised of the President of the Union, his/her designee, officers of the Union, and twelve (12) additional employees designated by the Union representing a diverse cross section of the nursing units, three nurse managers, Clinical Nurse Educator, the Directors of Nursing, Associate Chief Nurse, and the Chief Nursing Officer. The designated employees shall serve a minimum two year term.

(b) The JNP Committee will meet at least monthly for four (4) hours. Designated committee members shall be compensated four (4) hours to attend the meeting. If designated committee members are scheduled to work on the day of the meeting, a qualified nurse shall be assigned to relieve them for the duration of the committee meeting, without affecting the assignments of the other nurses on the unit. If designated committee members are not scheduled to work that day, time spent in committee meetings will be paid and considered as time worked for the purpose of overtime.

(c) Additional staff members may be invited to the meeting by mutual agreement to address specific agenda items affecting their unit or specialty, regarding which designated committee members may not have the expertise to speak. If the meeting occurs during the working time of the participant, Temple will make reasonable efforts to release the employees from work for the purpose of attending the meeting.

28.2 Both parties will contribute items for the committee agenda. Other than standing agenda items on which the parties may agree, additional agenda items shall be presented to the other party one week in advance of the meeting, together with such information or request for information, as may be necessary for discussion. Unless agreed otherwise, the chair and note-taker for the meeting shall rotate between the parties. The minutes shall be subject to review and approval by both parties.

28.3 On a monthly basis, performance improvement data from a variety of sources (e.g., risk reports, Press Ganey – HCAHPs, Nurse Sensitive Indicators) will be discussed. Patient information will be redacted for confidentiality. When the committee discusses cases of individual patients, by way of illustration of the need for system improvement, or policy or procedure changes, the Committee shall begin a Peer Review session to discuss such cases. All written information provided to the Committee about such cases shall be prepared solely for the Peer Review session, shall be marked accordingly and maintained separately from the committee minutes by the Chief Nursing Officer. The committee minutes shall indicate the times for the beginning and end of the Peer Review session and the discussion during that session shall not appear in the committee minutes. It is understood that generally the committee will deal with quantitative data in an effort to understand the effectiveness of hospital policy, procedure, and practice.

28.4 At each month's JNPC meeting, Temple will explain the reason for hiring agency, the number of agency hired, the competencies required by the Hospital for the assignment, and the duration of the contract. Blocked agency shall not be blocked for more than 36 or 40 hours per week in accordance with the standard work week in the relevant department.

28.5 The JNPC minutes will reflect discussions of the meetings including policy, clinical practice, staffing and scheduling, subcommittee initiatives, and requests of the JNPC. Assignment and follow up will be assigned with a reasonable timeline prior to conclusion of the meeting. An annual summary of committee discussions and accomplishments, upon approval of both parties, will be distributed to employees. Such summary will not preclude nor limit ongoing conversation between committee members and employees with regard to the issues under discussion in the committee.

The JNPC will review and discuss changes in clinical competency and education for employees.

The JNPC will continue to promote a commitment to excellence in nursing practice by addressing issues and making recommendations to the Hospital concerning staffing, technology, training, equipment, and supplies.

28.6 The operation of the committee shall not affect the existing rights of either party under other provisions of the agreement and does not limit Temple's management rights or limit those subjects that are properly addressed as Meet and Discuss items under applicable law. Appropriate specialty certification shall be reviewed in the JNPC upon request of Hospital or the Union to be considered as an addition to Appendix B. Appropriate specialty certification shall be reviewed in the JNPC upon request of Hospital or the Union to be considered as an addition to Appendix B.

## **ARTICLE 29 POOL EMPLOYEES**

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

29.1 Nothing herein shall be considered a guarantee of work.

29.2 (a) Pool employees will submit their availability to work in accordance with Hospital policy to their department manager or the Nursing Resources Office for each scheduling period prior to the posting of the preliminary schedule. Pool nurses may also add themselves to the needs list or availability list in accordance with Article 9.

(b) Pool employees will be required to make themselves available to work at least two (2) weekend shifts per month and two (2) full day holidays per year. Should the Hospital or any unit scheduling pool determine such need, pool employees will be advised of such pursuant to the scheduling provisions of Article 9. A pool employee who fails to schedule and work the minimum required shifts in two consecutive 4 (four) week periods shall be considered a voluntary resignation.

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

(b) Pool nurses are expected to follow all Department rules, regulations and policies and to work the scheduled shift(s) agreed upon. If it is necessary to cancel a shift, the employee must notify the Staffing Office no less than forty-eight (48) hours prior to the start of the scheduled

shift. Documentation may be required for shifts that are cancelled for illness or unforeseen emergencies.

Temple reserves the right to cancel any scheduled shift. Cancellation may apply to full or partial shift. Notice of cancellation will be given as soon as practical; however, efforts will be made to contact the nurse at the telephone numbers provided to the Staffing Office at least two (2) hours in advance of the start of the shift. In the event the pool nurse reports to work and no attempts were made to notify him/her of a cancellation the nurse shall receive two (2) hours reporting pay. Pool employees are defined as contingency resources and therefore are eligible to float before full and part time staff.

(c) The opportunity to work will be provided on an equitable basis to all pool employees who make themselves available, based on Hospital needs, the availability offered by the pool nurse, and the competencies of the pool nurse where applicable.

29.4 Pool Rates shall be as follows:

(a) The Registered Nurse Pool Rate shall be equal to the 20–25-year rate step in the Appendix A (Wage Scales) Weekend and shift differentials shall apply in accordance with Article 14 (See Table 1, below).

(b) Holiday shifts will be paid a \$10 per hour differential in addition to any applicable shift or weekend differential (See Appendix A).

(c) The CNRP pool rate shall be equal to the 20-year step, plus differentials as above (See Appendix A).

(d) The RNF A pool rate shall be equal to the 10-year step, plus differentials as above (See Appendix A).

(e) The CRNA pool rate shall be fixed at \$95 per hour, or the 20-year rate, whichever is greater, plus differentials as above (See Appendix A).

(f) A pool employee will be paid three dollars and seventy-five cents (\$3.75) per hour while on call. When called in to work the on-

call differential will cease.

## **ARTICLE 30 PART-TIME EMPLOYEES**

30.1 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.

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

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

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

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

30.5 Part-time references, as stated in Articles 7 (Seniority), 11 (Holidays), 12 (Vacation), 13 (Health, Welfare and Pension) and 27 (Education) shall further clarify part-time benefits.

## **ARTICLE 31 STAFFING AND COMMITTEE**

31.1 The Hospital is committed to the highest standards of quality patient care. To that end, the hospital will utilize the census-based staffing guidelines on all units as discussed during negotiations. The Hospital shall post these staffing guidelines on all units within 60 days of ratification.

TUH must meet with the union, prior to the establishment of any new unit, within a reasonable time frame to review such new guidelines. In the case of an emergency such meeting shall take place immediately after the establishment of the unit.

31.2 TUH agrees to supplement and/or hire nursing staff in all units and for all shifts to meet the applicable staffing guidelines as discussed during negotiations. On a quarterly basis at the Staffing and Scheduling Committee meeting, the Hospital shall provide the union for the preceding months actual ADC by unit-and actual FTEs for each unit.

31.3 Staffing guidelines shall take into account projected admissions over the course of the shift and acuity, and shall take into account adequate coverage for breaks and lunch. In establishing guidelines, the level of care is determined by patient acuity.

31.4 The Hospital and the Union recognize that the role of charge nurse requires global responsibility for the unit and further recognize that procedural areas, no less than in-patient units, benefit from eliminating the direct patient assignment for the charge nurse.

31.5 TUH will post quality dashboards on all units.

31.6 During the scheduling period, and after all regular hours are added in accordance with 9.4 (a), if Temple falls below the census based guidelines established during negotiations per Unit/Department on any future or current shift, then Temple will immediately post the additional shift/s needed to meet the posted guideline. The additional shift/s will be posted at the highest level of incentive per Smart Square algorithm.

31.7 The Staffing and Scheduling Committee, as described below, will be formed as follows: The President of the Union shall be an ex- officio member, and shall appoint representatives from every unit. The CNO shall be an ex officio member of the committee and shall appoint six (6) additional members. The committee shall meet for four hours monthly, on the same day as the JNPC. Designated members shall be released and relieved as described in Article 28 above.

31.8 The committee shall review existing unit and department staffing guidelines, admission criteria, census, acuity measures, and, if warranted, develop and recommend changes to staffing guidelines, admission criteria,



acuity measures and unit dashboards to improve patient outcomes and nursing satisfaction.

31.9 The Staffing and Scheduling Committee will utilize various sources of evidence to make its recommendations, including but are not limited to incident reports, notices of inadequate staffing, input from unit-based staffing and scheduling committees, national data bases, evidence-based research, standards adopted by professional nursing organizations (i.e. AWHONN, AACN, AORN), TUH historical and projected data, and demographic data on TUH patient populations.

31.10 The Staffing and Scheduling committee will continue to promote a commitment to excellence in nursing practice by addressing issues and making recommendations to the Hospital concerning staffing, technology, training, equipment, and supplies. If there are significant technological changes, clinical advances or changes, significant business changes, or if the staffing guidelines are not adequate to provide quality patient care, the Staffing and Scheduling Committee by mutual agreement may request to modify the guidelines. The Staffing and Scheduling Committee will also include an annual review of staffing guidelines against patient need and evidence-based information (nurse sensitive indicators).

31.11 The CNO shall respond to such request in writing within 30 days, except for good cause, upon receiving the recommendations from the Committee regarding requests to amend the staffing guidelines.

31.12 TUH retains the right to make changes to the staffing guidelines in the event of the establishment of new units (as indicated in 31.1), scope of services, quarterly trends in volume changes, significant technological changes, emergencies or financial considerations that impact the Hospital's ability to provide services. Prior to making any such changes, TUH will follow the requirements of 31.1 and 31.10, as well as investigate alternatives to making such changes. In the event of changes to the guidelines due to emergency situations, the Temple agrees to return to the pre-emergency guidelines when the effects of the emergency ends.

## **ARTICLE 32**

### **COMMITMENT TO THE COMMUNITY AND SUCCESSIONSHIP**

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. Upon giving such notice, TUH shall

meet with the union to present its plans and receive feedback regarding its plans and the potential impact on the community.

In order to further ensure stability and continuity of care, TUH shall require as a condition of any merger or sale of the hospital that the prospective acquirer or merging entity make a written commitment to recognize the unions (TUHNA & TAP) and assume their contracts. TUH agrees that no sale or merger may proceed without such written guarantees.

### **ARTICLE 33**

#### **HEALTH, SAFETY, AND WORKPLACE VIOLENCE**

33.1 On its property, Temple shall continue to maintain a safe and secure place of work (including the main hospital building, outpatient clinics, teaching facilities, and parking facilities). The Employer agrees to promptly investigate all hazards and unsafe conditions, including but not limited to violent assaults, threats of violence as well as theft and vandalism directed towards bargaining unit employees on its property brought to its attention and to address such hazards and unsafe conditions.

33.2 Within one week of the declaration of an ongoing state of emergency by local, state or national authorities, the hospital shall meet (and bargain to the extent required by law) over testing, health and safety measures and best clinical practices working conditions, benefit time, and overtime. The union and the hospital will continue to meet at least monthly throughout the duration of the state of emergency.

33.3 The union will continue to participate in the TUHS Health and Safety/Workplace Violence Committee consisting of three (3) Registered Nurses, representative of various areas from the hospital, 3 representatives from the TAP bargaining unit, all designated by the Union, and at least one representative from management with safety and/or security responsibilities. The committee shall be co-chaired jointly. Such time attending the committee meeting shall be considered hours of work. The Hospital shall work with the union in providing coverage for the duration of the meeting.

(a) Committee meetings shall be held at least quarterly on a set schedule as determined by the committee taking into account the work shifts of all committee members. Either party can request a meeting monthly. The committee will develop recommendations to be presented to the Senior Leadership Team. TUH will respond by the next quarterly

meeting. Health, Safety, and Workplace violence will remain as standing items at the parties Labor Management meetings.

(b) The Hospital will follow up on every reported hazardous incident by debriefing with the staff involved in the incident, along with staff on the shift when the incident occurred and will provide results to the entire unit. Debriefs will include time for staff to provide suggested improvements to management, which must be then passed along to the Health and Safety Committee for their next meeting agenda.

(c) The employer will offer appropriate personal protective equipment during a pandemic emergency related to an airborne or droplet spread pathogen. If fit testing fails alternative respiratory protection will be made available to those staff who have direct patient care responsibilities.

### 33.4 Workplace Violence Prevention

(a) The Hospital will continue to develop and implement programs to prevent violence against staff, including:

Continuing to provide educational opportunities, including but not limited to identifying potentially violent situations, de-escalating violent and assaultive behaviors by patients and others, implementing panic alarms and other steps to prevent and respond effectively to violent situations.

i. Continue to maintain and regularly check all elements related to safety protocols (eg: panic buttons) and other protocols for quick and efficient response to staff calls for assistance. When such panic buttons or other protocols are activated, the Hospital agrees there will be an in-person response to such calls.

ii. Continue to maintain a clear code of conduct for patients and family members/visitors, including a statement of the Hospital's prohibition on weapons, concealed or otherwise and including the Hospital's Workplace Violence policy, which prohibits employees, visitors and patients from engaging in violent and/or threatening behavior.

iii. Establish written protocol for reporting violent or potentially violent incidents to the Hospital, and where appropriate, law enforcement. Employees shall continue to be required to immediately and accurately report to management and document safety incidents, including threats and acts of violence in accordance with Risk Management practice. Employees who make such reports may request a reference number for their report or maintain a copy of the report filed.

iv. The Hospital will continue to provide support and assistance to any employee who wishes to file complaints against patients or visitors who engage in assaults or other criminal behavior against them.

v. Through the Employee Assistance Program or similar program, the Hospital will continue to offer support and counseling to employees who have experienced threats or violence in accordance with risk management practice.

vi. Incident reports and other data related to workplace violence incidents shall be provided to the Health and Safety Committee for review and discussion and for the purpose of further developing effective prevention practices.

vii. The Health and Safety/Workplace Violence Committee, within 120 days of ratification will discuss security protocols related to hospital access for visitors, patients, and staff. Within 120 days of ratification, the 24/7 use of weapon detectors (presently on order) at all entrances will be implemented.

viii. Any employee who is absent from work as a result of being a victim of workplace violence shall be given up to one week paid leave. The appropriate length of leave will be determined by occupational health.

ix. TUHS recognizes that assault against nurses and healthcare professionals is considered a crime. Investigatory leave, if required, as a result of a workplace violence incident, where the employee in question was also a victim, will be paid retroactively if discipline is not warranted. In any event, just culture will be utilized in such instances, prior to any discipline being issued.

**ARTICLE 34**  
**DURATION OF AGREEMENT**

34.1 This Agreement shall be in full force and effect from October 1, 2022 and shall remain in effect until and including September 30, 2025, and shall continue in full force and effect from year to year thereafter unless and until either of the parties hereto shall give to the other party notice in accordance with the applicable law.

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

**Temple University Hospital**

**TUHNA**

## APPENDIX A - WAGE SCALES

<b>RN Experience Years</b>	<b>Oct 1, 2022: \$5.00 + 2.50%</b>	<b>Oct 1, 2023 2.75%</b>	<b>Oct 1, 2024 3.00%</b>
0 - 1	44.70	45.93	47.31
1 - 2	47.18	48.48	49.93
2 - 3	48.72	50.06	51.56
3 - 4	51.56	52.98	54.56
4 - 7	55.36	56.88	58.59
7 - 10	56.26	57.81	59.54
10 - 15	58.89	60.51	62.32
15 - 20	60.69	62.36	64.23
20 - 25	62.54	64.25	66.18
25 - 30	63.65	65.40	67.37
30 - <b>35</b>	64.28	66.05	68.03
35+	65.03	66.84	68.84

No nurse shall experience a wage cut as a result of the above scale.

<b>TUHNA WAGE SCALE NURSE PRACTITIONER (N04)</b>			
<b>Nurse Practitioner Experience Years</b>	<b>Oct 1, 2022: \$5.00 + 2.50%</b>	<b>Oct 1, 2023 2.75%</b>	<b>Oct 1, 2024 3.00%</b>
0	62.35	64.07	65.99
1	65.19	66.98	68.99
2 - 4	68.04	69.91	72.01
4 - 7	69.94	71.86	74.01
7-10	71.60	73.57	75.77
10-15	73.25	75.26	77.52
15-20	73.92	75.96	78.23
20+	74.60	76.65	78.95

\* Employees promoted to Nurse Practitioner shall be placed at the beginning step of the Nurse Practitioner range or at a step, which represents an increase above the employees' current rate of pay.

<b>CRNA Experience Years</b>	<b>Oct 1, 2022: \$5.00 + 2.50%</b>	<b>Oct 1, 2023 2.75%</b>	<b>Oct 1, 2024 3.00%</b>
0 - 2	94.39	96.99	99.90
2 - 4	96.59	99.24	102.22
4 - 7	100.93	103.71	106.82
7 - 10	102.64	105.47	108.63
10 - 15	104.33	107.20	110.42
15 - 20	105.34	108.24	111.48
20 - 25	106.32	109.25	112.52

<b>OR Specialist Experience Years</b>	<b>Oct 1, 2022: \$5.00 + 2.50%</b>	<b>Oct 1, 2023 2.75%</b>	<b>Oct 1, 2024 3.00%</b>
0 - 1	47.08	48.37	49.82
1 - 2	49.70	51.07	52.60
2 - 3	51.33	52.74	54.33
3 - 4	54.35	55.84	57.52
4 - 7	58.37	59.98	61.78
7 - 10	59.33	60.96	62.79
10 - 15	62.12	63.82	65.74
15 - 20	64.02	65.78	67.76
20 - 25	65.98	67.79	69.83
25 - 30	67.17	69.02	71.09
30+	67.82	69.69	71.78



<b>RNFA Experience Years</b>	<b>Oct 1, 2022: \$5.00 + 2.50%</b>	<b>Oct 1, 2023 2.75%</b>	<b>Oct 1, 2024 3.00%</b>
0	65.07	66.86	68.86
1	67.05	68.89	70.96
2 - 4	69.02	70.92	73.05
4 - 7	79.04	81.21	83.65
7 - 10	79.79	81.98	84.44
10 - 20	80.54	82.76	85.24

<b>Pool RN Shift (rates are inclusive of shift differentials)</b>		<b>Oct 1, 2022: \$5.00 + 2.50%</b>	<b>Oct 1, 2023 2.75%</b>	<b>Oct 1, 2024 3.00%</b>
7 AM to 7:30 PM	Weekday	62.54	64.25	66.18
	Weekend	65.61	67.41	69.44
	Holiday Wkday	72.79	74.79	77.03
	Holiday Wkend	75.86	77.95	80.28
7 PM to 7:30 AM	Weekday	69.20	71.10	73.23
	Weekend	72.27	74.26	76.49
	Holiday Wkday	79.45	81.63	84.08
	Holiday Wkend	82.52	84.79	87.34

<b>APP Pool Position/Shift (rates are inclusive of shift differentials)</b>		<b>Oct 1, 2022: \$5.00 + 2.50%</b>	<b>Oct 1, 2023 2.75%</b>	<b>Oct 1, 2024 3.00%</b>
<b>NP</b>				
7 AM to 7:30 PM	Weekday	74.60	76.65	78.95
	Weekend	77.67	79.81	82.20
	Holiday Wkday	84.85	87.18	89.80
	Holiday Wkend	87.92	90.34	93.05
7 PM to 7:30 AM	Weekday	81.26	83.50	86.00
	Weekend	84.34	86.66	89.26

	Holiday Wkday	91.51	94.03	96.85
	Holiday Wkend	94.59	97.19	100.10
<b>RNFA</b>				
7 AM to 7:30 PM	Weekday	80.53	82.75	85.23
	Weekend	83.61	85.91	88.49
	Holiday Wkday	90.78	93.28	96.08
	Holiday Wkend	93.86	96.44	99.33
7 PM to 7:30 AM	Weekday	87.20	89.59	92.28
	Weekend	90.27	92.75	95.54
	Holiday Wkday	97.45	100.13	103.13
	Holiday Wkend	100.52	103.29	106.38
<b>CRNA</b>				
7 AM to 7:30 PM	Weekday	106.33	109.26	112.54
	Weekend	109.41	112.42	115.79
	Holiday Wkday	116.58	119.79	123.38
	Holiday Wkend	119.66	122.95	126.64
7 PM to 7:30 AM	Weekday	113.00	116.10	119.59
	Weekend	116.07	119.26	122.84
	Holiday Wkday	123.25	126.64	130.43
	Holiday Wkend	126.32	129.79	133.69

## **APPENDIX B – NURSE CERTIFICATIONS**

- American Association of Critical Care Nurses
- Board of Certification for Emergency Nursing
- National Intravenous Therapy Association
- Oncology Nursing Certification Corporation
- National Certification Board for Perioperative Nursing Inc.
- American Board of Post-Anesthesia Nursing Certification
- American Association of Diabetes Education
- NAACOG-OB/Gyn
- Addictions Nurse Certification
- American Nurses Credentialing Center
- National Certifying Board of Pediatric Nurse Practitioners and Nurses
- Certifying Board of Gastroenterology Nurses and Associates
- National Board of Certification of Hospice Nurses
- Orthopaedic Nurse Certification Board
- Certified Nephrology Nurse (CNN)
- Certified Dialysis Nurse (CDN)
- American Radiological Nurses Association
- American Society for Bariatric Surgery Certification
- Developmental Disabilities Nurses Association
- HIV/AIDS Nursing Certification Board
- Infusion Nurses Certification Corporation
- National Certification Corporation Obstetric, Gynecologic and Neonatal Nursing
- Society of Clinical Research Associates
- Wound, Ostomy, Continence Nurses Society
- Int'l. Board Certified Lactation Consultant
- Nephrology Nursing Certification Commission

## APPENDIX C -TUHNA Contract Provisions Applicable To Part Time Employees (< 20 hours/week) & Pool Employees

<u>Article</u>	<u>Yes</u>	<u>No</u>
1 – Recognition	X	
2 - Union Security	X	
3 - Check-Off	X	
4 – Association Activity, Visitation and Bulletin Boards	X	
5 - No Discrimination	X	
6 – Probationary Employees	X	
7 – Seniority	X	
8 - Rates of Pay		X (Pool- See Article 29)
9 - Hours of Work	Section 1, 2, 4 & 6(a)	Section 3, 5 & 6(b)
10 – Overtime	1(a), 2(b)	X excluding Section 1(a), 2(b)
11 – Holidays	X (Part Time See Art. 30)	
12 – Vacation	X (Part Time See Art. 30)	
13 - Health Care and Pension	Section 3(d) & (e)	X excluding Section 3(d) & (e)
14 - Shift Differential and On Call	For Pool See Article 29	X (Pool- See Article 29)
15 – Management Rights	X	
16 - Grievance Procedure	X	
17 – Arbitration	X	
18 - Separability	X	
19 - Resignation	X	
20 – No Strike or Lockout	X	
21 - Personnel Practices	X	
22 – Miscellaneous	X excluding Section 3	Section 3
23 - Past Practice	X	
24- Paid Sick Leave	Section 4	Section 1, 2 and 3
25 - Paid Leave		X
26 – Leaves of Absence	X	
27 - Education, Training & Job Assignment	Section 1(a) & 1(b) & 5(a)	X excluding Section 1(a) & 1(b) & 5(a)
28 - Joint Nurse Practice Committee	X	
29 – Pool Employees	X	
30 – Part Time Employees	X	
31 – Staffing Guidelines & Committee	X	
32 – Health/Safety/Workplace Violence	X	
33 - Successorship	X	
34 - Duration of Agreement	X	

Appendix A - Wage Scale		X (see pool scale)
Appendix B - Nurse Certifications and Certifying Organizations		X
Side Letters	Military Leave, Meet & Discuss, Hours of Work, Expedited Arbitration, Cancellation, Electronic Filing, Jurisdiction, Union Security, Check-Off, Schedule Development, PRIDE Program, Staffing Guidelines, Transition from TU to TUH, Other TUHS Facilities	Mandatory OT, Preceptor, Case Manager Side Letters (2), Staff RN Wage, Blocked Agency, Dependent Tuition, Charge Nurse, Vacation Entitlement

## LETTERS OF AGREEMENT

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

### 1. **Fair Share**

The non-dues paying members as of October 1, 2003 will be grandmothered as “Freedom to Choose Membership” and exempt from Fair Share hereafter.

### 2. **Meet and Discuss Procedure**

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

In accordance with Act 195, subjects identified for Meet and Discuss include the following by way of example, not limitation:

- (a) RN staffing levels necessary to assure satisfactory patient care.
- (b) Patient acuity measurement systems.
- (c) Staff mix and models of care.
- (d) Preceptor.
- (e) Other subjects requested as Meet and Discuss items in accordance with Act 195.

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

### 3. **Hours of Work/Loan Forgiveness**

This letter will confirm the fact that time without pay due to normal shift cancellations is considered as time worked and does not negatively impact an employee’s entitlement to benefits under

the Loan Forgiveness Program.

#### **4. Case Manager**

The parties agree that the employees designated as Case Managers and any other employees currently designated as salaried will continue to be classified as exempt status employees with the following considerations. The following provisions only of the collective bargaining agreement shall be modified for employees referenced in this letter:

- 1) The work week will not normally exceed five calendar days in a calendar week;
- 2) Bargaining unit seniority will be defined as the as the last date of hire by the Hospital as an RN;
- 3) Article 11 Holidays, Section 1 is modified to include the Friday after Thanksgiving and Christmas Eve as holidays;
- 4) Article 11 Holidays, Section 2 is modified to twenty- four (24) hours per year of personal holiday pro-rata;
- 5) Article 12 Vacation is modified to provide that all Case Managers shall be entitled to four weeks of vacation annually;
- 6) Case Managers shall continue to be provided with two lab coats annually, in accordance with past practice;
- 7) As exempt employees, Case Managers are not required to clock in or out of Kronos;
- 8) The parties share the goal of permitting Case Managers to take time off during the shift to accommodate personal needs without being docked pay or benefit time, consistent with operational needs. When doing so, Case Managers will provide advance notice to the supervisor and ensure their assignment is covered. This will be limited to up to two hours at the beginning or end of shift. If the employee wishes to do this more than once per week, supervisory approval must be obtained and will not be unreasonably denied.
- 9) When a Temple needs a full time Case Manager to voluntarily pick up additional pre-scheduled weekend or regular weekday shifts above their case manager FTE status or in lieu of compensation days off during the week, the case manager will be offered a differential of seven hundred dollars (\$700.00) for a voluntary eight (8) hour extra

weekend/ weekday shift. Beginning October 1, 2023, the differential shall increase to seven hundred twenty-five dollars (\$725.00) for a voluntary eight (8) hour extra weekend/ weekday shift. Beginning October 1, 2024, the differential shall increase to seven hundred and fifty dollars (\$750.00) for a voluntary eight (8) hour extra weekend/ weekday shift. Any call-off or cancellation will forfeit the incentive for the pay week. This provision does not apply to salaried employees other than Case Managers.

**5. Dependent Tuition**

Employees’ dependents shall be entitled to receive tuition remission/ reimbursement in accordance with the TUHS policy (effective March 2009) with the understanding that Temple has the sole right to change the policy. If Temple changes the policy it shall meet and discuss with the Union in advance if so requested.

**6. Jurisdiction**

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

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

Specifically, the following language substitutions shall be made:

**ARTICLE 2 – UNION SECURITY**

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

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

**ARTICLE 3- CHECK-OFF**

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



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

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

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

## **The Elimination of side letter 2**

### **7. Professional Recognition in Developing Excellence (Pride Program)**

The parties agree that the role of the clinical nurse is critical to world class patient care. For this reason, the parties agree to provide a structure of advancement for professional nurses who choose to stay in a clinical role at the bedside. The program, named by the nurses through an electronic survey, is known as the PRIDE Program - Professional Recognition in Developing Excellence. The PRIDE Program provides advancement to three levels commensurate with increased responsibility and expertise. Staff registered nurses, CRNAs, and Transplant staff who meet all of the following criteria are eligible to apply to one of three levels of the PRIDE Program:

- Spend at least 50% of their time in direct patient care (it is understood that CRNAs and Transplant staff meet this criteria)
- Worked at least 1000 hours in the twelve months before application to the program
- Have no active disciplines in the twelve months before

application to the program

In addition to educational requirements, the PRIDE program levels require evidence of specific activities in the following categories: teaching/mentorship, research, evidenced based practice, professional practice and community outreach.

The program has three levels that clinical nurses can choose to submit an application for, when expectations of that level are met. A clinical nurse is eligible to apply to any level in the ladder for which they are meeting the expectations. Appointment to a level is valid for 2 years. Requalification to the level is necessary every two years. The three levels are based on the work of Patricia Benner's Stages of Clinical Competence: Competent, Proficient, and Expert.

The compensation for the levels is an annual bonus payment paid to all employees including those on an approved leave upon return (assuming they meet the criteria above):

- Competent                 \$1,000
- Proficient                 \$1,500
- Expert                     \$2,000

Applications to the PRIDE Program will be reviewed by a Review Board consisting of 10 people, including: the Chair and Co-Chair of the Professional Development and Education Council, Professional Chair or Co-Chair of Professional Practice and Quality Council, Chair or Co-Chair of Research and Evidence Based Practice Council, 3 PDEC Council members, the Magnet Program Director, 1 Nurse Educator, and 1 Director or Associate Director of Nursing.

Applications to the PRIDE Program will be reviewed by a Review Board consisting of 10 people, including the Chair and Co-Chair of the Professional Development and Education Council, Chair or Co-Chair of Professional Practice and Quality Council, Chair or Co-Chair of Research and Evidence Based Practice Council, 3 PDEC Council members, the Magnet Program Director, and 1 Nurse Educator, and 1 Director or Associate Director of Nursing.

The appeal process will include reconsideration of the application and interview with the Appeal Board in the quarter following the

declination. The appeal board will consist of: NEPI Director and 2 PDEC members unknown to the applicant.

The PRIDE Program is not intended to supersede any bonus or incentives currently in place under contract.

## **8. Bridge to the OR**

Parties agree that safe staffing levels in the Operating Room (OR) are of critical importance. The Hospital has established a comprehensive, six month orientation program for nurses to work in the OR. The Hospital will run the program when necessary to fulfill and maintain the FTE complement of nurses in the OR. The Hospital takes into account the balance of experienced and novice OR nurses, the surgical volume trends, as well as budgeted RN FTE allocated for the OR when making decisions regarding the timing of the program.

The Bridge to the OR Program is open to Registered Nurses who have no previous experience in the OR, or have no recent experience in the OR. Candidates will consist of 3 internal applicants and 2 external applicants. The internal candidates are otherwise eligible to bid for a position under the provisions of Article 7, will be selected for the program which will be administered by the OR Nurse Educator.

The Bridge program will cover all surgical services. The program will include structured didactic and clinical work with a designated staff nurse preceptor. Regularly scheduled meetings will be held with the preceptor, Bridge student and Nurse Educator to assess progress and adjust the experiences, as needed for the individual student. The Bridge Nurse will not be counted toward the staffing model during this orientation period. During the orientation period, the nurse will be paired with her/his preceptor to take call.

The Bridge Program Nurses will begin to take call independently after mutual agreement of the nurse, the preceptor and the Service Line Manager. The Bridge Program nurses will join the perioperative nursing team at the successful completion of the program. The nurses will bid on open available shifts at the completion of the program. Positions will be awarded in order of seniority, in compliance with Article 7.7.

Any nurse successfully completing the Bridge to OR Program will be required to stay no less than 24 months from the time they start in the

Operating Room.

**9. Other TUHS Facilities**

Temple recognizes the need to minimize work by nurses at facilities other than Temple University Hospital and will work with the Union and other affiliated institutions towards this goal. When a new assignment or relocation of work outside of TUH is under consideration, Temple shall advise the union and meet on the matter and discuss the effects of such assignment before it is implemented. Within six (6) months, the parties shall develop a plan to minimize or preclude employees from being on call simultaneously for two locations. This effort shall not apply to Temple University Hospital programs housed at other institutions, such as Bone Marrow Transplant and the new Women's Health Hospital.

**10. Transition from TU to TUH**

Any employee originally hired by TU whose position is transferred into the bargaining unit at TUH, and who met the eligibility requirements of FMLA while an employee at TU, shall not have such eligibility lost as a result of the transfer to TUH. During the remainder of the fiscal year during which they were hired, they will be granted time off without pay in lieu of vacation for any vacation which was paid out upon their separation from TU.

Any employee who was originally employed by TUH and then involuntarily transitioned to TU, and later transferred back to the bargaining unit at TUH with no break in service will have as their bargaining unit seniority date their original employment date with TUH in a bargaining unit position for all purposes under this agreement.

The provisions of this letter will be applied retroactively to any individuals in these circumstances transferred to TUH on or after July 1, 2016.

**11. Electronic Filing**

The Hospital has expressed the desire to have all file bids, including unit-based file bids recorded by Human Resources. At the time the Hospital demonstrates a system whereby employees may electronically submit all file bids, including unit-based file bids, employees will be expected to simultaneously provide their bid both to their manager and electronically to Human Resources. The process will not be initiated until it has been presented and tested in a labor

management meeting.

## **12. Monitoring of Job Posting**

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

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

## **13. Procedural/Treatment Areas Late Stay**

Temple recognizes the need to minimize clinical nurses (including CRNAs) working beyond scheduled hours in the procedural/treatment areas. These include but are not limited to Bronchoscopy\*, Cath Lab/EP\*, GI Suite\*, Interventional Radiology\*, Cancer Center, Dialysis, PACU\*, OR\*, and BMT clinic. TUH and the Union will work cooperatively towards the goal of reducing and, to the extent possible, eliminating late stay. To that end, the Nursing Resource Office representative and appropriate personnel will huddle with the procedural charge nurse and/or manager for case status by 3pm to evaluate the need for additional resources. Late stay, if used, will be documented by the supervisors and the reports will be provided to the Union upon request.

Within 60 days of ratification of this Agreement, a representative joint labor/management Procedural/Treatment Area Committee will be established. The committee shall include three permanent members each from TUHNA and TAP, all designated by the union, and three permanent members designated by management. The Presidents of each local shall be ex-officio members of the committee. Representatives from affected departments shall also participate as required by the meeting agendas. The management representatives on the committee shall have authority to recommend the plans of the committee. The Procedural/Treatment Areas Late Stay Committee will be co- chaired by a manager and a staff representative from one of the procedural areas. The committee shall meet for two hours monthly on a day prior to the Staffing and Scheduling and Joint Nurse Practice Committee. Designated members shall be released and relieved as described in Article 28.

The progression of shared strategies and goals will be reviewed monthly at the Staffing and Scheduling committee. The committee will

gather data related to hours operation, clinical procedures, scheduling practices, staffing levels, transport services, etc., and select up to two procedural areas at a time for pilot plans. All the procedural/treatment areas will be piloted during the life of this Agreement. The committee and the pilots shall be overseen by nursing and departmental managers.

Prior to the start of each pilot the committee shall establish a plan for the substantial reduction of late stay within six months in the pilot area. The goal shall be the substantial reduction/elimination of late stay except in the case of bona fide emergency/trauma.

\*The departments listed with an asterisk are subject to the provisions of Article 14.9. Dialysis, Cancer Center and BMT are not subject to the provisions of Article 14.9.

#### **14. Weekend Program**

1. Temple will institute a weekend program in all units currently open 7 days a week within 90 days after the ratification of this proposal. Temple agrees to post a minimum of 35 positions for the TUH-Main Campus. If there are significant staffing shortages on a unit that prevent the implementation of the weekend program for that unit, the Union and Temple will discuss a timeline for the unit to transition without disruption into the Weekend program.

0. Employees in the Weekend Program will work 60 standard hours in a biweekly pay period and be paid for 72 hours. The 60 standard hours will include four 12 hour weekend shifts and one weekday shift of 12 hours each pay period. The additional 12 hours of pay are an incentive bonus that is not considered base compensation, in accordance with the terms of the retirement plan documents. Employees in the Weekend program will be entitled to other benefits on a full-time accrual basis, including but not limited to health and welfare, Vacation, Holidays, Personal time, and Sick time. Weekend employees will be paid at a .9 FTE level.

0. The weekend positions shall be initially offered to the current employees of the unit and will follow the process for posting per Article 7.7.

0. If after the initial bidding process, the positions have not been filled, then the open weekend positions shall be posted according to the Article 7.7, if the FTE are available.

. The hospital's goal is to create additional weekend positions during the life of the contract to reach appropriate levels to provide that the schedules and needs of the hospital are met. After the initial program launch, when the need arises, the employer may post weekend positions as determined by management after consultation with the scheduling committee on the unit. The Employer will follow the procedures contained in Article 7.7.

0. The weekend schedule begins Friday at 7:00 PM and ends on Monday at 7:00 AM. Weekend shifts shall be scheduled pursuant to Article 9.

0. Weekend employees will accrue vacation on the following schedule:

- . 0-8 years: 4.16 hours
- a. 8 years and more: 5.54 hours

Time-off is allowed per vacation accrual/ personal/ holiday time (i.e. if you earn 3 weeks of vacation, you can take 3 weekends off, with remaining accrued days taken during the week).

0. Weekend employees may take 2 additional weekend days off, in addition to their allotted vacation days off. Weekend employees can use accrued time to take those 2 additional weekend days off per year or they will be allowed 2 staff initiated switches off of the weekend.

. Any additional switches that would benefit staffing on the unit will be made at the discretion of the manager.

1. If a Weekend employee works an extra weekday shift, the RN shall be paid the applicable base hourly however will be eligible for all differentials, overtime pay, incentive, etc.

## **15. ADL**

Temple will continue to provide ADL benefits until expiration of such benefits under the HCEL act as a separate code of time available which shall be exhausted at the point utilized and will be entered in timekeeping for payment by communications from Occ Health after approval from Occ health. This new process shall be effective within 60 days of ratification.

## **16. Open Shift Module**

1. Temple shall continue its Incentive Program that will be available to all units, including those that are not currently using Smart Square, under the following conditions:

1. Deploy open shift modules minimum of no less than \$15 and a maximum of no less than \$35 for the highest-level incentives. The incentive may increase or decrease depending on the needs of the hospital and the timing of when nurses pick up shifts. (Full Time and Part Time).
2. The system will determine incentive rate based on number of shifts open and date the shift is picked up.
3. There shall be no limits on bargaining unit members utilizing this program.
4. Employees that sign up for incentive via smart square shall only be pulled within their "float district" as defined in the CBA.
5. TUH will make every attempt to keep nurses in their home unit. When nurses must be pulled, TUH will pull in their float district. Nurses may be pulled for skill and ability or to create equity among units/ departments.
6. Employees that sign up for overtime awarded via pre-post shifts on their own unit may cancel that overtime if they are not needed on their unit.
7. Any employee who calls off or cancels their incentive pay will be ineligible for incentive pay for the week in which they call off or cancel, unless the change is approved by the manager.

0. This Program will be reviewed by the parties every 120 days. Temple retains the right to cancel the open shift module if the need no longer exists with the exception of maintaining the highest-level incentive above solely to be utilized in conjunction with Article 31.

## **17. Maternity Unit**

Temple will implement the 3W/maternity staffing guidelines discussed with the Union and will establish a temporary joint committee comprised of 3W/maternity nurses, labor and delivery nurses, and management to create guidelines for pulling assignments and for appropriate patient transfers between the 3W/maternity and labor and delivery departments. Over the next 18 months, the 3W/maternity staff



will participate in standard, full education on ACLS, telemetry, continuous fetal monitoring, and magnesium administration to care for patients in 3W/maternity.

**18. New Women's Health Hospital**

The Union and TUH recognize that the establishment of a Women's Health Hospital is designed to provide the highest level of service and patient satisfaction experience to the community, and the parties commit to meeting such goals. In the event bargaining unit work currently provided at TUH by bargaining unit members is transferred to the Women's Health Hospital, and a majority of the bargaining unit providing such services at the Women's Health Hospital have accepted transfer from TUH after having provided the same services at TUH, Temple shall recognize the Women's Health Hospital nurses as part of the TUHNA bargaining unit and Temple shall apply the TUHNA labor contract to the Women's Health Hospital staff providing such services.

Prior to the opening of the Women's Health Hospital, TUH will first make transfers available internally for 30 days prior to posting external positions.

The above language is not a waiver of the union's rights under current law.

**19. CRNA**

**1. Hard to fill – Position (HTFP)**

The anesthesia department will create a hard to fill position that it's difficult to hire external candidates and transfer internal employees into.

These positions are needed to adequately meet the daily operational demands for anesthesia services at Temple University Hospital. HTFP requires the CRNA to be scheduled and work an unlimited number of days, nights, and weekends. These positions can be pre-scheduled with any combination of days, nights, and or weekends not to exceed more than 40 hours per week.

The lump sum differential of \$7500.00 will be paid each year to a CRNA that internally transfers or is externally hired into these positions. The lump sum will be divided into quarterly payments. Upon acceptance of a HTFP the CRNA is required to stay in the HTFP for 2 years and cannot bid on any open available position during that time. After the two year period a CRNA can apply for any open position as per the agreement.

An externally hired CRNA that occupies a HTFP can be placed in any open or available position at any time during the orientation period. Once placed into the HTFP, the CRNA shall serve a 90-day evaluation period and cannot return to prior position or move out of the HTFP, unless there are clinical or performance issues, as determined by Temple.

0. Departmental Bonus for research and Departmental committees

CRNAs may be eligible to receive bonus compensation in accordance with incentive plans. These amounts will be posted as soon as the parameters and amounts are approved by the Department of Anesthesiology. All CRNA's will be eligible to participate and it shall be fair and equitable. In order to be eligible for the incentive bonus(s) the CRNA must meet the Incentive bonus thresholds and meet all parameters as indicated by the department of Anesthesiology.

**20. Cancer Center Side Letter of Agreement**

In excess of daily scheduled hours nurses can sign up within 1 hour of the end of shift.

Cancer Center- that is not currently using smart square it will utilize a flat incentive rate of 20 twenty dollars per hour until smart square can be implemented.

Once the Smart Square is implemented, TUH agrees to implement unilaterally and cease flat rate incentives in that area. Employees that sign up for incentive any employee that calls-off during the pay period will be ineligible for incentive pay.