



# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEMPLE UNIVERSITY HOSPITAL

AND

TEMPLE UNIVERSITY HOSPITAL ALLIED  
HEALTH PROFESSIONALS/PASNAP



OCTOBER 1, 2025 - SEPTEMBER 30, 2028

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## **AGREEMENT**

Agreement made and entered into this 8th day of October, 2025 by and between TEMPLE UNIVERSITY HOSPITAL (hereinafter referred to as “TUH”) located in Philadelphia, Pennsylvania, and the Temple University Hospital Allied Health Professionals/PASNAP (hereinafter the “union), with principal offices located at 3031 Walton Rd., Suite C-104 Plymouth Meeting, PA 19462 , acting herein on behalf of the employees of TUH, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

## **WITNESSETH**

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

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

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

## **ARTICLE 1 RECOGNITION**

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

(b) The bargaining unit shall consist of all i) full-time employees who are hired to regularly work thirty-five (35) or more hours per week; ii) regular part-time employees who are hired to regularly work twenty (20) or more hours per week but less than thirty-five (35) hours per week; iii) part-time employees hired to regularly work less than twenty (20) hours per week who work regularly as defined in (c) below; and iv) pool employees (also referred to in this agreement as “per diem” employees) who work regularly as defined in (c) below and excluding

supervisors, and confidential employees as defined in applicable law.

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

Pool employees who are hired and terminated shall be included in the monthly report required by Article 3.1 (e).

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

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

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

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

1.4 Full time or part time employees who apply and are accepted into a pool position will maintain their bargaining unit seniority but will be subject to the terms of Article 30.

1.5 When a new job classification is created within the bargaining unit, TUH shall notify TAP/PASNAP and shall meet and negotiate with the union regarding the rates of the new position.

**ARTICLE 2**  
**MAINTENANCE OF MEMBERSHIP**

2.1 All employees who are or shall become members in the union, shall remain members as a term and condition of employment, subject to governing law. For the purposes of this Article, an Employee shall be considered a member of the union in good standing if the member timely tenders his/ 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 initiation fee have not been tendered.

**ARTICLE 3**  
**CHECK-OFF**

**3.1 Membership Dues**

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

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

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

(d) 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 TUH 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, and 3.1(b) and 3.1(c) above.

(e) No later than the fifteenth of each month, TUH shall remit to the union deductions made from the wages of employees for the preceding month, together with a list of all employees from whom deductions have been made.

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

(g) The union shall indemnify and save TUH 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.

(h) Political Action Check off: TUH agrees to enable voluntary contributions to the PASNAP PAC political advocacy fund through a payroll check-off provision. Upon receiving the check-off authorization, TUH shall deduct such funds for each payroll and forward such to PASNAP once per month along with a list of contributors, no later than the 15<sup>th</sup> of the following month. PASNAP agrees to indemnify and hold TUH 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 TUH for the purpose of complying with this provision.

(i) 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.

(j) The union shall provide TUH 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, TUH shall deduct the Fair Share fee in accordance with the schedule, and promptly transmit the amount deducted to the union.

(k) 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.

(l) TUH shall be relieved from making such "check-off" deductions upon (i) termination of employment, or (ii) transfer to a job other than one covered by the bargaining unit, or (iii) lay-off from work, or (iv) an approved Leave of Absence, or (v) revocation of the check-off authorization in accordance with its terms or with applicable law.

(m) TUH 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.

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

#### **ARTICLE 4 NO DISCRIMINATION**

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

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

5.1 No employee shall engage in any union activity, including the distribution of literature, which could interfere with the performance of work during their working time or in working areas at any time.

5.2 Representatives of the union, after receiving permission of the Department of Labor Relations, or its designee, shall continue to have reasonable access to TUH premises for the purpose of administering this Agreement.

5.3 TUH will provide four (4) specific bulletin boards, which may be used by the union for the purpose of posting only union notices. Such bulletin boards shall be conspicuously located and at places readily accessible to the employee's place of work.

5.4 The work schedules of employees elected as union delegates shall be adjusted so far as practical to permit attendance at regularly scheduled delegate assembly meetings after normal working hours, provided that TUH operations shall not be impaired. With sufficient notice in order to avoid overtime and consistent with patient care needs, TUH will work with employees elected to the PASNAP and TAP

Executive Boards to adjust schedules as far as practicable to permit attendance at regularly scheduled board meetings. The union shall give reasonable notice to the Department of Labor Relations of such regularly scheduled meetings and the names of the delegates. Such requests shall not be unreasonably denied.

5.5 Delegates shall be given reasonable opportunity from time to time to investigate grievances and otherwise carry out union business. However, this is a privilege and must not be abused. Any abuse such as roaming, taking excessive time or not limiting activities to union matters shall be grounds for discipline. In every instance a delegate shall first secure the permission of his / her immediate supervisor before temporarily leaving his / her workstation.

5.6 In the event a delegate must go into another department because no delegate is available in that department, the delegate must also secure the permission of the supervisor in the second department. Such requests shall not be unreasonably denied. If a meeting in the second department is arranged either to issue discipline or to conduct a human resources investigation that could lead to discipline of an employee attending the meeting and the employee has requested union representation, the delegate need not receive permission from the supervisor in the second department.

5.7 TUH will pay for time spent for the Grievance Chairperson or his/her designee to attend third level hearings on his/her day off. Pay on the employee's day off will be at straight time and not included in the calculation of overtime.

One-half (0.5) hour will be added in advance of the scheduled hearing time to prepare for the grievance hearing.

5.8 TUH shall provide for one half (0.5) 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. TUH shall provide a list of the names of individuals expected to be oriented at least 48 (forty-eight) 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. Orientees shall be released from their job duties while at work for the purpose of attending an orientation.

**ARTICLE 6**  
**PROBATIONARY EMPLOYEES**

6.1 Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence. Newly hired pool employees shall serve a probationary period of six (6) months from the date of employment. TUH, 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 TUH shall not be subject to the grievance and arbitration provisions of this Agreement.

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

**ARTICLE 7**  
**SENIORITY**

7.1 Definition

(a) Bargaining unit seniority shall be defined as the total length of time an employee has been employed by TUH since his/her last date of hire in a position covered by this Agreement. Bargaining unit seniority shall be used in layoff and recall, job bidding within the employee's current department and all other purposes except as limited by paragraphs (b) and (c) of this Section.

(b) TUH 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. This shall apply for vacation and sick leave accrual. Changes in status shall not constitute a break in service. Employees who are hired on the same date will be carried on the seniority list numerically by TUID.

(c) Department seniority is defined as the length of continuous employment by an employee in their current department at TUH, as defined in Section 4 of this Article. Department seniority will be used for vacation bidding, holiday selection, schedule adjustments, and determining rotation order, shift changes, status changes, (PRN, Part-Time, or Full-Time). The Department Seniority list will be available

in the unit.

## 7.2 Accrual of Bargaining Unit Seniority

- (a) An employee's bargaining unit seniority shall commence after the completion of his/her probationary period and shall be retroactive to the start of his/her probationary period. Pool employees shall earn seniority based on worked hours.
- (b) Temporary employees as defined by Article 1, Section 1 (d) shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee become a permanent employee, his/her seniority shall be retroactive to the date of employment subject to the provisions of Article 6. However, an employee who has been in temporary status in the same job for six (6) consecutive months and is hired as a permanent employee in said job shall serve a thirty (30) day probationary period.
- (c) Seniority shall accrue: (i) during an authorized leave of absence with pay; (ii) during an authorized leave of absence without pay because of personal illness or accident for a period of time not to exceed the lesser of six (6) months or an employee's length of service; (iii) during military service as provided by Federal Law; (iv) during Union Business Leave; (v) during a layoff of the lesser of twelve (12) months or the employee's length of service, whichever is less.
- (d) An employee will not accrue, but will not lose seniority: (i) during an authorized leave of absence without pay; (ii) during any period in which an employee is employed in a pool position; (iii) during a layoff in excess of the lesser of twelve (12) months or the length of employee's service with TUH.
- (e) Pool employees in the bargaining unit may use bargaining unit seniority only for the purpose of competing with other pool employees for a regular position and for layoff, recall and shift change within the pool. Pool seniority shall be measured by pool hours worked while in the bargaining unit. The data shall be acquired by Human Resources, upon request, when a pool employee bids for a regular position or during a layoff, recall or shift change.
- (f) Full or part time employees who apply and are accepted into a pool position will have their bargaining unit seniority count for the purposes described in (e) above.

### 7.3 Loss of Seniority

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

- (a) Voluntarily terminates his/her employment.
- (b) Is discharged for just cause.
- (c) Willfully exceeds the length, or violates the purpose, of an authorized leave-of-absence.
- (d) Is laid off for a period of twelve (12) months or the length of an employee's service with TUH, whichever is less.
- (e) Fails to report in accordance with a notice for recall from lay-off within seventy-two (72) hours of the time specified in the notice sent by certified mail to the last address furnished to TUH by the employee. TUH shall send a copy of the notification to the union.
- (f) Fails to report for recall to the assigned job.
- (g) An absence from work for three (3) consecutive workdays without notice or permission shall be deemed voluntary resignation.

### 7.4 Lay-Off

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

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

The departments are defined as follows:

Anesthesiology	Otorhinology
Bone Marrow Transplant	Patient relations
Bronchoscopy Suite	Perioperative Administration
Cancer Center	Pharmacy Inpatient (Techs)
Cardiovascular	Pharmacy Outpatient (Techs)
Clinical Data Analysis	Pharmacy Inpatient (Pharmacists)
Clinical Engineering	Pharmacy Outpatient (Pharmacists)
Clinical Neurophysiology	Pharmacy Outpatient (Techs) WF
Clinical Resource Management	Pharmacy Inpatient (Pharmacists) WF
Fetal Center	Pharmacy Outpatient (Pharmacists) WF
Gastroenterology	Preadmission Testing
Heart Station	PT/OT/Speech
Lab - Blood Bank	Pulmonary Function
Lab - Chemistry	Radiation Oncology and Radiation Therapy
Lab - Cytology	Radiation Safety
Lab - Hematology	Radiology-Cat Scan
Lab - Histocompatibility	Radiology-Diagnostic Imaging
Lab - Microbiology	Radiology-Mammography
Lab - Molecular Pathology	Radiology-MRI
Lab - Pathology	Radiology-Nuclear Medicine
Lab – Point of Care	Radiology-Special Procedures
Lab - Specimen Processing	Radiology-Ultrasound
Lab – WF Consolidated Lab	Recreational Therapy
Linguistic Services	Respiratory Care
Lung Transplant	Sleep Center

Lung Volume Reduction Surgery	Social Work
Medical Record Data Analysis	Surgery
Neurosurgery	Telemetry
Non-Invasive Lab	Transplant Services
Nutrition Center	Trauma Program
Oncology Service Line	Vascular Lab
Operating Room	

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

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

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

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

## 7.5 Recall from Lay-Off

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

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

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

## **ARTICLE 8 TRANSFER/PROMOTION**

8.1 (a) Openings for bargaining unit positions shall be hospital posted for seven (7) calendar days. Jobs will also be posted on the TUHS website and within the department where the position is open. Such postings shall include the job title, hours of work, grade, shift, salary range, duties and responsibilities, qualifications and department.

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

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

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

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

(f) A successful bidder will not be eligible to apply for a transfer to another position outside the unit for eight (8) months. Newly hired employees shall not be eligible to bid for a transfer to another position outside the unit for twelve (12) months. Employees who have recently bid on a new position may not bid internally for a change of shift while they are on active preception or orientation, which period is determined individually based on the needs of the employee.

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

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

8.4 Any employee selected by TUH for a promotion outside the bargaining unit may be returned at the employee's option within six (6) months (which may be extended by mutual agreement) to his/her former position if vacant or to a comparable bargaining unit position of equal or lesser grade without loss of seniority or other service benefits or credits or at option of TUH, in its discretion he/she may be returned to his/her former position if vacant or to a comparable bargaining unit position of equal or lesser grade without loss of seniority or other service benefits and credits previously earned in the bargaining unit. If no position is open then the employee shall be placed on the recall list.

8.5 Employees may submit to the department manager a department file bid to change his/her shift or status at any time. File bids will remain valid for twelve (12) months. Shift openings will be offered to the department's employees and will be awarded to the individual with the

most bargaining unit seniority. Once a shift opening is available, the successful departmental bidder will move to the desired shift or status on the first finalized schedule after the bidder's original position is filed, or within forty (40) days, whichever is sooner. Employees who have active discipline, written warning or above, may be denied a shift transfer at the discretion of management.

## **ARTICLE 9 RATES OF PAY**

### **9.1 Professional and Technical Employees**

- (a) An employee's step placement shall be based upon the employee's experience in his/her job specialty. Experience step increases shall be assessed in the first full pay period each November.
- (b) Effective the first full pay period after ratification, employees including per diem, shall receive a three and one quarter (3.25%) across the board increase. Appendix A, Appendix B and Appendix C will reflect such increase.
- (c) Effective the first full pay period in October 2026, employees, including per diem, shall receive a three and one quarter percent (3.25%) across the board increase. Appendix A, Appendix B, and Appendix C will reflect such increase.
- (d) Effective the first full pay period in October 2027, employees, including per diem, shall receive a three percent (3.00%) across the board increase. Appendix A, Appendix B, and Appendix C will reflect such increase.

9.2 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 two (2) or more full shifts in a work week. The higher rate of pay shall be retroactive to the first day. Employees' assignments shall not be split in order to avoid paying this benefit.

### **9.3 (a) Pool rates are reflected in Appendix C.**

(b) A pool employee will be paid in accordance with Article 11 while on call. When called in to work the on-call differential will cease.

Unless worked, on-call pay shall not count in the calculation of overtime hours.

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

9.4 Employees who take charge shall receive charge pay of \$3.00 per hour. Employees currently receiving charge pay will continue to receive such pay. If management wishes to implement charge in a department where it does not currently exist, they will first meet and discuss with the union.

## **ARTICLE 10 HOURS OF WORK**

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

(b) Employees shall be required to work a reasonable amount of prescheduled overtime when assigned by TUH. Management will make a reasonable effort to post a fully finalized schedule without prescheduled overtime.

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

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

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

(f) When rotation to weekends, evening or night shift is necessary,

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

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

(g) An employee involuntarily scheduled to work within ten (10) hours after the completion of the employees last scheduled shift shall be entitled to pay at the rate of time and one half (1 ½) for all hours worked within the original twenty-four hour (24) period. Employees' schedules shall not be changed to avoid the payment of this "double-back" unless the employee consents.

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

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

(j) 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.

## 10.2 Scheduling Procedure

(a) Preliminary schedules showing regular hours of full time and

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

1. TUH may designate one (1) or more pool or part time employees to work the full time hours of a full time employee on a continuous FMLA, LOA, or worker’s comp for the duration of the approved leave or one year, whichever is less. If the designated employee or employees are not available to work, the shift shall be posted on the needs list whenever possible.

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

- i. Full time and regular part time employees who have expressed interest will be assigned up to twelve (12) additional hours per week. Employees with the necessary skill and ability to complete an assignment will be given priority for such assignment based on the home department’s schedules.
- ii. Pool employees who have expressed interest (up to twelve (12) additional hours).
- iii. On an equitable basis among full time, part-time and pool employees

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

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

1. Posted time may be cancelled if the manager finds the need for the shift no longer exists. In such case, the manager may not re-hire the same shift at a lower rate of pay. Once posted, schedules shall not be changed to avoid the payment of overtime.

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

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

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

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

(b) Employees shall be relieved of all work-related responsibilities while on an unpaid meal period. When required by management to respond to

paggers during meal periods, the employee shall be paid for all time worked. If circumstances prevent the employee from taking the meal break the employee must notify the manager and provide the reasons he/she was unable to take the meal break. The employee shall be paid the appropriate rate of pay if verified by the manager.

10.5 (a) Mandatory overtime shall not be required except in emergency circumstances or unanticipated critical needs such as: unpredictable or unavoidable occurrences relating to healthcare delivery that require immediate attention, unforeseen emergency or disaster, other catastrophic events which substantially affects or increases the need for healthcare service. In the event of such emergencies, overtime shall be distributed first to qualified volunteers and then assignments shall be made in inverse order of seniority on a rotating basis. Before mandating staff, TUH will follow the procedures laid out in Article 10.8.

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

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

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

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

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

denied.

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

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

i. For the purposes of the foregoing cancellation, an employee shall be deemed to have notified by TUH with the required advanced notice as follows:

ii. By phone call with a message to the phone number the employee has provided to the manager. If the employee's phone does not have voice mail, or the voice mail is full, the manager's phone cell time stamp is proof of the two hours' notice

iii. By text message to a call phone number designated by the employee, provided that the employee has agreed to be notified by text message.

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

i. Use available vacation or personal holiday time offset by any cancellation pay to which they may be entitled. In no case shall pay exceed the regularly scheduled hours for the day.

ii. They may elect to take such time without pay.

(d) 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.

10.8 When there is a call-off or a hole in the final posted schedule, the Hospital will make an effort to fill the hole where needed.

When there is a hole in the schedule which is known to management at least three (3) days (72 hours) prior to the start of the shift, before mandating staff, actions shall include, but are not limited to the following:

- (a) Contact pool list (pool hours excluded from pool calculation referenced in Article 30);
- (b) Contact all qualified staff for voluntary extra shifts or overtime, consistent with this Agreement;
- (c) Offer financial incentives of a minimum of fifteen percent (15%) in addition to base pay for short fill as defined above, as referenced in Side Letter: MOA on Incentives;
- (d) Utilize agency personnel if applicable;
- (f) Mandation of existing staff, in accordance with Article 10.5 of this Agreement and Act 102, only after the above have been exhausted, with applicable short-fill incentive. Employees who are mandated shall receive the fifteen percent (15%) incentive on their base rate for all mandated hours worked, as referenced in Side Letter: MOA on Incentives.

## **ARTICLE 11**

### **SHIFT DIFFERENTIAL, WEEKEND DIFFERENTIAL AND ON-CALL PAY**

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

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

Day shift employees who work a full shift after completing their regular shift will receive a shift differential for all hours worked on the second shift worked.

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

11.4 Effective the first full pay period of October 2022, employees (full-time, part-time, and per diem) shall receive a weekend differential of three dollars (\$3.00) per hour for hours worked between 11:00pm on Friday and 7:00 am on Monday.

11.5 (a) Employees, including per diem employees, shall be paid six dollars and seventy-five cents (\$6.75) per hour while on-call.

(b) The Weekend On-Call Rate Shall begin at 11:00 p.m. on Friday through 7:00 a.m. on Monday. On-Call Rate shall be seven dollars and twenty-five cents (\$7.25) for weekend and holiday on-call for all employees, including per diem employees. In departments which are closed for the weekend, the weekend on-call rate shall begin at the time the department closes and call begins.

(c) Employees in the OR who are required to accept call assignments for one hundred and eight (108) or more hours within four 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. Employees in any other department required to accept call assignments for one hundred and eight (108) hours or more within such period, shall receive a premium rate of an additional three dollars (\$3.00) per hour within such pay period. At the request of either party, they shall meet and discuss the inclusion of other areas in the fifteen dollar (\$15.00) premium.

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

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

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

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

Employees assigned to beeper call shall receive three dollars (\$3.00) per hour for weekday night and weekend beeper call status.

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

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

(a) 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.

(b) 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.

(c) May elect to take part or all of the following day off and may utilize available vacation or personal time or may elect to take such time off without pay. The employee must discuss his/her choice with the manager to ensure that proper coverage can be maintained.

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

11.3 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 not be considered as time worked for the purpose of computing overtime.

11.4 On-call assignments shall be scheduled and posted as part of the regular scheduling process in Article 10 above. Call assignments shall be equitably distributed among qualified employees. Employees may relinquish their call assignments to other qualified employees with the consent of the manager, which shall not be unreasonably denied.

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

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

(b) The parties agree that call reporting time is one element of a comprehensive set of policies and procedures to assure that TUH 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 TUH 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 TUH expectations.

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

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

11.15 In procedural departments where late stay is required:

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

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

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

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

(e) In procedural areas, employees who are asked or are required to remain beyond the end of their normally scheduled shift to complete a procedure shall be paid time and one half (1 ½) for the hours they remain beyond the conclusion of their regular shift.

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

11.16 The parties agree that pharmacists:

(a) Who are assigned or volunteer to work for four (4) hours or more in addition to their regular shift, shall be paid for the greater of (1) the pool rate or (2) their applicable hourly rate plus ten dollars (\$10.00) for such hours.

(b) Who are eligible shall receive weekend differential.

(c) Shall remain salaried.

(d) No pharmacists should see their current shift differential reduced.

## **ARTICLE 12**

### **HOLIDAYS**

12.1 Full-time employees who have completed their first thirty (30) calendar days of full-time employment shall be entitled to nine (9) holidays. These holidays shall be distributed throughout the year as

follows:

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

Part-time employees will receive holiday benefits prorated by their FTE.

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

(b) In the event an employee is required to work on New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, she/he shall be paid at the rate of time and one-half (1 ½) for all hours worked on the holiday and shall, in addition, receive an additional day off at his/her regular rate of pay to be used within sixty (60) days or pay at the same rate, as determined by TUH.

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

(d) An employee who works on Friday after Thanksgiving and the Day before Christmas shall be paid his/her regular rate of pay for all hours worked on the holiday, and shall, in addition, receive an additional day off with such pay within sixty (60) days of the holiday or an extra day's pay at the same rate in lieu thereof, as determined by TUH.

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

Article 10.2 (a).

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

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

12.6 If one (1) of the holidays falls on an employee's regularly scheduled day off, the employee shall receive a day off at his/her regular rate of pay within sixty (60) days of the holiday. In making the determination, TUH will take into consideration the employee's expressed preference.

12.7 Employees working twelve (12) hour shifts in departments which operate seven (7) days per week may self-schedule such that they work a full work week, but are not scheduled to work on the holidays on which they are scheduled off in accordance with the department holiday rotation.

12.8 Employees who work New Years' Eve (December 31<sup>st</sup>) will be paid time and a half (1 ½) for all hours worked on December 31<sup>st</sup>.

12.9 Per diem employees who work on New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Eve shall be paid at the rate of time and one-half (1 ½) for all hours worked on the holiday.

**ARTICLE 13**  
**PERSONAL TIME**

13.1 Full-time employees shall receive twenty-four (24) hours of personal time which may be scheduled in accordance with an employee's personal preference.

13.2 (a) Personal time shall be taken annually at a mutually agreeable time and shall be requested at least seven (7) days in advance. Once scheduled, personal time shall not be canceled by an employee without the consent of TUH. In the event of an emergency, a request with less than seven (7) days notice will not be precluded. If this occurs, the employee will be notified in a timely manner. Requests will not be unreasonably denied.

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

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

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

Employees shall use PHT not later than the last full pay period in the fiscal year. An employee with twenty (20) or more years of bargaining unit seniority shall receive his/her anniversary date of hire off as a paid personal day to be used within one hundred and twenty (120) days after the anniversary date of hire and scheduled prior to the schedule on which the personal day is taken.

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

(d) TUH will make every effort to grant employees' requests for personal or vacation time to observe Martin Luther King Jr. Day if staffing allows the request to be granted.

**ARTICLE 14**  
**VACATIONS**

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

<b><u>Length of Full Time Service</u></b>	<b><u>Annual Accrual</u></b>
Date of hire but less than 8 years	120 hours
8 years or more	160 hours

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

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

14.2 An employee may accumulate a maximum of one and a half times (1 ½) the employee's annual entitlement.

14.3 (a) Vacation schedules will be established by TUH. The Department shall post a calendar showing the vacation weeks available for the next calendar year by November 1<sup>st</sup> of the preceding year.

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

(c) All vacation requests submitted by January 31<sup>st</sup> for that calendar year including the following January and February will be awarded by department seniority as listed in Article 7, confirmed no later than February 28<sup>th</sup> and the granted weeks filled in on the calendar. Requests for full weeks shall be honored before requests for single days. No change shall be made in the approved vacations thereafter except by mutual agreement of the employee and TUH. Employees who do not

submit a request by January 31<sup>st</sup> may select remaining vacation time with at least one month's notice, on a first come basis. Such requests shall be approved or denied within ten (10) working days of request. Special requests for a vacation with less than one month's notice may be granted at the manager's discretion. Requests shall not be unreasonably denied.

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

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

14.4 Vacation pay shall be based upon an employee's regular rate of pay.

14.5 No part of an employee's scheduled vacation may be charged to sick leave.

14.6 An employee who gives such notice of resignation as provided above or whose employment is terminated, shall be entitled to receive payment for unused vacation time earned on the effective date of the resignation. If notice is not given as provided above, an employee shall not be entitled to such payment, provided it was physically possible for the employee to have given such notice.

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

An employee who accepts a position in the bargaining unit from another TUHS entity shall transfer all accrued but unused vacation time from the former entity subject to the maximum allowance provided by the collective bargaining agreement. Part-time employees covered by this agreement as defined above shall accrue vacation time based on their actual hours worked up to thirty six (36) or forty (40) hours per week, based on the standard work week of the department in which they work.

**ARTICLE 15**  
**PAID SICK LEAVE**

15.1 “Sick Leave” is defined as an absence of an employee from work by reason of illness or accident, which is non-work connected or is not compensable under the Workers’ Compensation Laws of Pennsylvania. Sick leave days with pay are granted solely for the individual employee’s illness, and are not intended to cover absences due to illness or accident to members of the family.

15.2 (a) An employee who has completed his/her probationary period is eligible for a total of eighty (80) hours annually, accrued on a pay period basis.

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

15.3 Sick leave hours accrued may be accumulated without maximum.

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

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

15.6 Notification of Absence and Proof of Illness

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

TUH 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 TUH Employee Health Service physician or his/her designee, before being permitted to return to work.

15.7 Part-time employees covered by this agreement shall accrue sick time based on their actual hours worked up to thirty-six (36) or forty (40) hours per week, based on the standard work week of the department in

which they work.

## **ARTICLE 16 PAID LEAVE**

### 16.1 Bereavement Leave

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

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

(c) An employee may use one (1) day of vacation or personal time for a bereavement day per year.

### 16.2 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 for any shift for which they are scheduled beginning the evening of a day in which they have served on jury duty.

## **ARTICLE 17 LEAVES OF ABSENCE**

### 17.1 Unpaid Leave

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

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

1. Employees shall be entitled to return to the position held at the time the maternity leave was granted, provided the employee indicates prior to going on leave an intention to return and the leave does not exceed six (6) months.
2. In the event an employee extends her leave beyond six (6) months with TUH's approval, and the position previously held is vacant, then the employee shall return immediately to that position. The said position shall be deemed "vacant" if it is in fact vacant or if it is then being filled by any person other than a regular full-time (non-probationary) employee under this Agreement.
3. In the event that the former position is not "vacant" as heretofore defined, then the said employee shall be returned to a comparable position, if available; otherwise an employee shall be able to exercise the recall rights specified in this Agreement.

(b) **Parental Leave.** TUH will provide one (1) week of paid parental leave following the birth of an employee's child or the placement of a child with an employee in connection with an adoption under the conditions described below. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted child. This leave will run concurrently with FMLA or other leaves taken by the employee and must be completed within twelve (12) calendar months of the child's birth or placement.

Full time employees are eligible for the leave if they have been employed

with TUH for at least twelve (12) consecutive months (and have worked at least one thousand two hundred and fifty (1,250) hours during the twelve (12) consecutive months immediately preceding the date that the leave would begin). The employee also must meet one of the following criteria: have given birth to a child (this does not apply to a surrogate or donor), be the parent of a newly-born child (this does not apply to a surrogate or donor); or have a child who is under the age of 18 years old placed with the employee for adoption. This provision does not apply to the adoption of a stepchild by a stepparent or the placement of a foster child.

(c) 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 TUH overtime policy.

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

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

(f) Educational Leave. With the permission of TUH, educational leaves to further professional growth and advancement shall be granted for up to twelve (12) months with no loss of seniority, classification or

other bargaining unit rights. An employee returning from an unpaid leave of absence shall be returned to their former position, provided such position is vacant. If the position is not available the employee shall be returned to an open position within the bargaining unit for which he/she is qualified. If there are no open positions for which the employee is qualified the recall provisions of this agreement shall apply.

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

(g) Extended Leaves: Upon expiration of FMLA, employees may request an extended leave for up to one (1) year following the employee's last paid day of work. Medical documentation may be required. Such requests will not be unreasonably denied.

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

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

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

17.5 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 TUH has secured a pool employee or employees to cover the duration of the leave as referenced in Article 10.2(a)(i), 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 one year, or the expiration of the leave, whichever is sooner.

## **ARTICLE 18 PAST PRACTICES**

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

## **ARTICLE 19 MISCELLANEOUS**

### 19.1 College Tuition

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

### 19.2 Recreational and Cultural Facilities

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

### 19.3 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.

19.4 TUH will require Mandatory Direct Deposit for all bargaining unit employees.

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

- (a) Without undue hardship, TUH can accommodate the employees return to work. An accommodation(s) may include temporary reassignment for the duration of the restriction and/or employees schedule adjustments to accommodate the restriction.
- (b) 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.
- (c) The employee must maintain enrollment in good standing in the PHMP Voluntary Recovery Program.
- (d) The employee understands the practice restrictions will be communicated on a need to know basis. Any employee taking a prescribed controlled drug or a known potentially sedating medication that they believe will or might impair their ability to perform safely must submit a written report from the Prescriber to TUH Occupational Health and receive clearance before he/she is permitted to work. This report shall contain the names of the medication(s), dosages and duration of treatment as well as a statement documenting the Prescriber's recommendation of the medication(s) in view of the sensitive nature of the employee's work. TUH will maintain the confidentiality of any prescription information reported by an employee or Prescriber pursuant to this provision and will not publicize the reason for any employee's removal from work under this provision.

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

20.1 All differences or grievances that may arise between the parties pertaining to the application, interpretation, or compliance of this

Agreement shall be subject to the grievance and arbitration procedure, except that disputes arising under the health and welfare (including medical, dental, vision, prescription, disability, life insurance) or retirement benefit plans must be raised only through the procedure provided by the plan. Grievances that concern the entire bargaining unit shall follow the normal grievance and arbitration process.

Within ten (10) calendar days after a potential grievance arose or should have been known by the employee, an employee with a potential grievance, along with their union delegate, may discuss it with the employee's immediate supervisor to attempt to find a solution. If there is no resolution to the issue, it may be presented at Step 1.

Step One: An employee(s) and/or the local union representative, if requested, shall present a grievance in writing to the Labor and Employee Relations Department within ten (10) calendar days after it arose or should have been known to the employee. In the event the employee has engaged in a discussion with the employee's supervisor and union delegate as referenced above, the grievance shall be presented in writing within ten calendar (10) days of such meeting. The Department Director/AVP will respond in writing to the employee and the local union representative within ten (10) business days after the presentation of the grievance.

Step Two: If the grievance is not settled in Step One, the union may, within ten (10) calendar days after the answer in Step One, present the grievance in Step Two. A grievance shall be submitted to the Labor and Employee Relations Department.

The Labor and Employee Relations Department shall hold a hearing within thirty (30) calendar days, unless such hearing is waived by either the Union or the Labor and Employee Relations Department with notice to the other party. If the hearing is waived, the Labor and Employee Relations Department shall answer the grievance within ten (10) business days of notification of the waiver. Upon presentation of the grievance, the Union shall offer available dates and times for the hearing that shall not be limited to work days. If a hearing is held, the grievance shall be answered within ten (10) business days following the hearing.

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

20.3 (a) Without waiving its statutory or management rights, a grievance on behalf of TUH may be presented initially at Step TWO by notice in writing addressed to TAP/PASNAP at its offices.

(b) When a disciplinary interview, or a Human Resources investigatory meeting which could lead to discipline of the interviewee, is scheduled, the hospital shall notify the employee of their right to have an Association representative present at the meeting. If representation is requested, the employee will be given sufficient time to contact an Association representative.

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

20.4 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 TWO of the foregoing Grievance Procedure. The union shall be notified within five (5) days after the employee is notified.

20.5 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 Step TWO shall be initiated to and from the PASNAP Staff Representative and the Labor Relations Department.

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

20.7 A grievance, which affects a substantial number or class of employees, may initially be presented at Step ONE or Step TWO by the union. The grievance shall then be processed in accordance with the Grievance Procedure.

20.8 Union participants at the Step Two grievance hearing may include, in addition to the grievant, his or her Delegate and the grievance chair and fact witnesses to the events, if any. Hearings for all grievances

shall be held at mutually agreeable times. If such agreed upon time occurs during the working hours of a grievant, his or her delegate, or the grievance chair, TUH will make reasonable efforts to release the employees from work for the purpose of the hearing. The union shall provide to TUH in advance of the hearing, the names of all anticipated union participants who are requested.

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

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

## **ARTICLE 21 ARBITRATION**

21.1 (a) A grievance, which has not been resolved, may, within thirty (30) working days after completion of Step TWO of the grievance procedure, be referred for arbitration by TUH 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 TUH and the union may request mediation to resolve the grievance.

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

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

21.4 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.

21.5 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.

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

#### 21.7 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.

(b) In the event one of the panel arbitrators resigns, or an arbitrator is removed from the panel, or one (1) or more arbitrators are added to the panel, the new arbitrator shall be selected by the following process. Within thirty (30) days of the vacancy, each party will submit to the other three (3) names for consideration. All arbitrators on the list must be members of the National Academy of Arbitrators and the American Arbitration Association (AAA). 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 (2) 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 (5) 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) The selected arbitrator will be notified three (3) weeks in advance of the scheduled 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) Arbitration shall be conducted using a rotating panel of six (6) arbitrators certified by the American Arbitration Association (AAA). The parties can mutually agree to expand the panel if necessary based on the volume of cases and the availability of the arbitrators. If an arbitrator is unavailable to hear the case within the timelines outlined herein, the next arbitrator on the list will be selected.

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

## 21.8 Extension of Timelines

Any timeline contained within this Article may be extended by mutual written agreement between the union and TUH.

## **ARTICLE 22 NO STRIKE OR LOCKOUT**

22.1 During this Agreement, TAP/PASNAP, 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 TUH to strike, slow-down, cease, stop or interrupt his or her work or otherwise boycott, or otherwise interfere with the operations of TUH 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 TUH or any other Temple University Health System entity.

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

22.3 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 TUH or of other Temple University Health System entity during the term of this Agreement occur, the Union, within twenty-four (24) hours of a request by TUH, shall:

- (a) Publicly disavow such action by the employees.
- (b) Advise the Office of Labor Relations and Human Resources Department of TUH in writing that such action by employees has not been called or sanctioned by the union.
- (c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- (d) Post notices at union bulletin boards advising that it disapproves such action, and instructing employees to return to work immediately.

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

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

## **ARTICLE 23 RESIGNATION**

23.1 An employee who resigns shall give four (4) weeks' notice if feasible, but in no event less than three (3) weeks. Paid time off may not be taken after the notice is given except in the event of a qualifying illness under FMLA. 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 the employee extends their notice to work three (3) full weeks.

23.2 An Advanced Practice Provider (APP) who resigns shall give at least ninety (90) days' notice. 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 the last thirty (30) full days of the 90 days shall not receive payment for unused earned vacation unless the employee extends their notice to work thirty (30) full days. The APP retains the ability to use all Vacation, Sick, Personal time and CME time for the first sixty (60) days after notice of resignation. For the last thirty (30) days after notice of resignation, time off may not be taken except in the event of a qualifying illness under FMLA.

## **ARTICLE 24 PERSONNEL PRACTICES**

### 24.1. Just Culture and Discipline

Infractions on an employee's record shall be cleared in accordance with the TUHS Corrective Action/Discipline policy. 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 TUH 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 Two grievances shall be scheduled for ninety (90) minutes so the parties to the Step Two 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 nor interpersonal issues between employees in a non-clinical situation.

## 24.2 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.

## 24.3 Access to Personnel Files

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

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

## 24.4 Investigations

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

#### 24.5 Surveillance/Audio and Visual Recording

TUH agrees that the installation of video surveillance cameras is intended for safety and security of the hospital grounds, patients and staff and are not intended to be used to surveil staff in order to initiate discipline. If video records are reviewed during investigation which could lead to discipline; such videos will be share with the union. TUH 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 25 MANAGEMENT RIGHTS**

The management of TUH's operations and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved, the right to hire, discipline or discharge employees for cause, to transfer, promote or relieve employees from duty because of lack of work or other reasons, the maintenance of discipline, order and efficiency, the right to establish, revise, maintain and enforce reasonable work standards and schedules, to make from time to time and enforce reasonable work rules, to introduce new work methods and facilities, and to change or eliminate existing methods whether or not the same causes any reduction in the working force, or reorganize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in TUH; 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 26**  
**SEPARABILITY**

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

**ARTICLE 27**  
**HEALTH AND WELFARE**

27.1 Medical and Prescription

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

(b) Current plan designs include Temple Care, Temple Advantage and High Option. TUH reserves the right to change the plan design; however in the event TUH 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, TUH will meet and discuss plan changes with the union at least ninety (90) days prior to such changes if so requested.

Effective, July 1, 2026, the emergency room copay will be increased to \$125 (copay waived if admitted) for all three TUHS medical plans (High Option, Advantage Plan, and Temple Care). Under each plan, the new copay will apply to the Temple Network, Personal Choice Network, and Out of Network options.

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

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

(e) Affordable Care Act

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

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

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

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

## 27.2 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.

## 27.3 Part-Time Employees

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

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

## 27.4 Life Insurance

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

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

(c) Employees not currently enrolled in this program or employees

requesting increases to the current level of coverage are subject to the insurability provisions when electing any amount of coverage.

## 27.5 Dental

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

## 27.6 Disability

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

(b) If accepted by the insurance carrier for disability benefits payable under this program, TUH 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 forty thousand dollars (\$40,000), forty thousand and one (\$40,001) through sixty thousand dollars (\$60,000) and greater than sixty thousand dollars (\$60,000). The contribution will be determined based on the premium in effect on July 1 each year. The premiums are actuarially determined to maintain the Hospital cost of fifty percent (50%) of the total program.

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

## 27.7 Post Retirement

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

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

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

### 27.8 Carrier Changes

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

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

## **ARTICLE 28 PENSION**

### 28.1 Contributory Defined Contribution Retirement Plan

(a) Effective January 1, 2007, participation in this voluntary plan requires employees to contribute four and one-half percent (4.5%) of base wages. TUH will match the employees' four and one-half percent (4.5%) contribution in accordance with the following:

#### Years of Participation in Plan

<u>Beginning January 1, 2007</u>	<u>TUH 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 one thousand (1000) hours per year.

Vesting credit received by employees under the TUH'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 twenty (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 twenty (20) hours per week and pool may elect to contribute to this plan however, TUH 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 TUH certifies each eligible employee worked one thousand (1000) hours.

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

## 28.2 Tax Deferred Annuity Plan Change

The voluntary Tax Deferred Annuity program shall remain in effect. The union shall have access to all tax deferred annuity options available at TUH.

28.3 TUH reserves the right to change the carriers under the Voluntary Contributory Defined Contribution retirement plan as well as carriers under the Tax Deferred Annuity Plan. TUH agrees to meet and discuss any changes with the union prior to implementation.

## **ARTICLE 29**

## EDUCATION

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

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

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

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

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

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

<b>DEPARTMENT</b>	<b>Amount available per year for payment of conference and seminar registration fees</b>
Pharmacy (Pharmacists and Pharmacy Techs)	Up to \$6000 per year
Diagnostic Imaging	Up to \$6226 per year
Nuclear Medicine	Up to \$1676 per year

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

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

(f) In addition to the above, any employee who is required to maintain NRP certification shall be granted up to eleven (11) hours every two (2) years with pay in order to maintain professional certification.

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

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

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

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

#### 29.4 Conference Days

a) Departments that currently offer conference days will continue to provide them on an equitable basis.

b) Each pharmacist shall receive up to two (2) conference days to attend approved ACPE live programs of at least four (4) hours duration, provided that the employee provides a completed certification of attendance, and has requested such day in accordance with this article. The conference day shall not be deducted from vacation allowance, nor shall the employee's pay be docked for such days.

c) A conference day, for the purpose of this article is a day on which the employee is released from work with pay to attend a conference or seminar which provides educational credits necessary for

the retention of the employee's license to practice. Conference days shall be no less than one-half ( ½ )the employee's shift in length. Employees may be expected to return to work the same day as a partial day conference.

d) Each employee who is required to possess a certification or licensure for their job classification will be entitled to one (1) conference day annually paid at his /her straight time rate, in lieu of a regular work day, for an approved conference not required by TUH. Additional paid conference days may be approved.

### 29.5 Meet and Discuss

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

(a) A new classification is created which has requirements for continuing education to maintain a registration, certification or license

(b) An existing classification has new or additional requirements imposed for continuing education to maintain a registration, certification or licensure

(c) The union has a concern about the adequacy of funding conferences under this article.

### 29.6 Preceptors

(a) Full time and part-time regular staff in any department who have been designated by TUH shall receive preceptor pay. Volunteers shall be solicited first and if there are no volunteers, management may select employees to serve as Preceptors for new TAP and TUHNA employees, and TAP and TUHNA employees transferring between or learning specialties within the department or job classification, including job classifications other than the Preceptor's own. Preceptors shall receive instructions covering the content of their department orientation program and their role as preceptors. Preceptors assist in new employee orientation and serve as clinical resource persons and role models for new employees.

(b) Staff who serve as preceptors shall be compensated at a differential of three dollars (\$3.00) per hour while serving as preceptors.

(c) At the request of either TUH or the union, the parties will meet and discuss other preceptor programs as appropriate.

#### 29.7 Certification Bonus

(a) Full-time and part-time staff that have successfully completed their probationary period may be paid a certification allowance of one thousand five hundred (\$1,500.00) per year (seven hundred fifty dollars [\$750.00] paid on December 1 and June 1), upon certification/recertification in a clinical specialty. The specialty certification must be germane to the staff member's assigned area of practice and be on the list set forth in Appendix F. To qualify for the allowance, the staff member must provide proof of successful completion of certification requirements. An allowance shall be limited to certification in one area. In order to receive payment, appropriate documentation of certification and/or recertification must be submitted to the Department Director or designee.

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

(c) The payments for the certification bonuses shall cap at fifty thousand dollars (\$50,000) per year.

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

### **ARTICLE 30 POOL EMPLOYEES**

30.1 Bargaining unit pool employees are covered by the provisions of this Article and the provisions of this Agreement unless specifically excluded. The TUH pool guidelines establish the requirements of pool employees and may be changed at the discretion of TUH except as indicated below. Nothing herein this Article shall be considered a guarantee of work.

30.2 (a) Based on TUH needs, a pool employee must work a minimum of two (2) full shifts in four (4) weeks. A pool employee who fails to schedule and work the minimum required shifts in two consecutive four (4) week periods shall be considered a voluntary

resignation. For newly hired pool employees, these minimum work requirements will commence on the first full six (6) month calendar year period following their date of hire. TUH cancellations of scheduled hours will be considered as hours satisfied in meeting the minimum requirement.

(b) Pool employees working in a department with regular weekend assignments shall be required to work at least two (2) weekend shifts every four (4) weeks and one (1) Summer and one (1) Winter holiday per year. Pool employees that work this minimum requirement have fulfilled their requirement under 30.2 (a).

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

(b) Pool employees are expected to follow all Department rules, regulations and policies and to work the scheduled shift(s) agreed upon. If it is necessary to cancel a shift, the employee must notify his/ her Department no less than forty-eight (48) hours prior to the start of the scheduled shift. Documentation may be required for shifts that are cancelled for illness or unforeseen emergencies.

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

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

30.4 (a) Semi-annually, in January and July, TUH shall provide the union with a record of the hours worked in each department within the bargaining unit, showing the number of hours worked by full time, part

time and pool employees for the previous six (6) months.

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

1. On weekends
2. To replace employees on continuous family medical leave, provided that TUH provides the name of any individual who specifically covers a leave of four (4) weeks or more covering a leave under Sec. 10.2(a)
3. to fill in for vacancies that have been posted, for up to three (3) months from the initial date the job is posted. The union shall be advised when such coverage is initiated.
4. In departments with greater than eighty (80) FTEs, the threshold shall also exclude pool hours worked to cover for employees utilizing vacation or personal time.

Departments that hire full-time or part-time positions to reduce the pool hours below the six thousand (6,000) hour threshold shall be credited for such hours in the determination of positions that need to be posted to fulfill 30.4 (b).

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

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

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

30.5 Full time and part-time employees may request a per diem posted position and be awarded a posted position pursuant to Article 8.

### **ARTICLE 31 SUCCESSORSHIP**

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

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

### **ARTICLE 32 HEALTH, SAFETY, AND WORKPLACE VIOLENCE**

32.1 On its property, TUH shall continue to maintain a safe and secure place of work (including the main hospital building, outpatient clinics, teaching facilities, and parking facilities) for its employees, patients, and visitors. TUH agrees to promptly investigate all non-operational 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 as necessary.

32.2 Within one (1) week of the declaration of an ongoing state of emergency due to a contagious pathogen, by local, state or national authorities, TUH shall meet monthly with the union to discuss, testing, health and safety measures and best clinical practices, and shall bargain over working conditions to the extent required by law, benefit time, and overtime to the extent required by law. The union and TUH will continue to meet at least monthly throughout the duration of the state of emergency.

32.3 The union will continue to participate in the TUHS Health and Safety/Workplace Violence Committee consisting of three (3) Registered Nurses, and three (3) representatives (from various areas of the hospital)

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. TUH shall work with the union in providing coverage for the duration of the meeting.

(a) Committee meetings shall be held at least monthly on a set schedule as determined by the committee taking into account the work shifts of all committee members. . The committee will develop recommendations to be presented to the Senior Leadership Team comprised of the Head of Security, CNO, Head of Operations, and VP of Labor Relations and TUH will respond by the next monthly meeting. Health, Safety, and Workplace Violence will remain as standing items at the parties' Labor Management meetings.

(b) When there is an event of any workplace violence incident:

1. The Employer shall inform affected employees and the unit delegate, if there is no employee request for confidentiality, of the incident, including the nature of the threat, those impacted and steps taken in response.
2. A safety briefing shall be conducted as soon as operationally possible for all directly affected employees and the unit delegate, if there is no employee request for confidentiality.
3. Staff shall be advised of changes to policies and procedures resulting from safety incidents.
4. The Safety/Workplace Violence Committee will review the incident at their next meeting. Additional relevant information relating to the incident shall be provided to the committee as an agenda item at a future meeting.

(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..

32.4 TUH agrees that workplace violence will not be tolerated under any circumstances and that protecting the health and safety of staff is a top operational priority. TUH will continue to develop and implement programs to prevent violence against staff, including:

(a) 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.

- (b) 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.
- (c) Continue to maintain and enforce a clear code of conduct for patients and family members/visitors, including a publicly posted statement of TUH's prohibition on weapons, concealed or otherwise and prohibition of employees, visitors and patients from engaging in violent and/or threatening behavior.
- (d) Establish written protocols for reporting violent or potentially violent incidents to TUH, 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 shall be encouraged to report all incidents of workplace violence or threats without fear of retaliation. Employees who make such reports may request a reference number for their report or maintain a copy of the report filed.
- (e) TUH 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.
- (f) Through the Employee Assistance Program or similar program, TUH will continue to offer support and counseling to employees who have experienced threats or violence in accordance with risk management practice.
- (g) 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.
- (h) TUH shall continue to maintain current weapons detection systems at the approved entrances at all times. Within one hundred and twenty (120) days of ratification, weapon detectors will be placed at

hospital entrance to the Women's and Families Hospital. These measures shall not be reduced, removed or relocated without notice to the union.

(i) Any employee who is absent from work as a result of being a victim of workplace violence shall be given up to one (1) week paid leave. The appropriate length of leave will be determined by occupational health.

(j) 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 in accordance with Article 24. In the event that discipline is not warranted, the employee will be paid retroactively for any unpaid suspension time under Article 24. In any event, just culture will be utilized in such instances, prior to any discipline being issued.

(k) Controlled Access & Emergency Lockdown Capability. In the event of a serious safety incident, TUH shall maintain a lockdown system for all external entrances and exits. As well as maintaining internal access controls to the ED entrances. TUH shall test the system and train security staff on a quarterly basis.

(l) Mandatory hospital- Wide Training & Drills. Workplace Violence/Code Silver Preparedness. All employees shall receive initial and annual refresher training on workplace violence prevention, Code Gray (combative individual), lockdown procedures, reporting, and personal safety. TUH shall conduct interdisciplinary drills annually including one ED-based and one inpatient scenario. Scene safety protocols will be placed as an agenda item before the Emergency Department's trauma council and will be completed within one hundred and twenty (120) days of ratification.

32.5 TUH shall take all necessary and reasonable measures to prevent, respond to, and eliminate incidents of workplace violence including but not limited to:

1. Ensuring all hospital entrances, units, and parking areas are secured and monitored.
2. Providing trained security personnel including at least two classified at a CPO level, who can intervene when needed on-site twenty-four hours and seven days (24/7), including the ED patient care areas.

3. Maintaining functional and accessible panic buttons, surveillance and emergency alert systems.
4. Security personnel will respond to all “Code Grays” on the units.

**ARTICLE 33**  
**DURATION OF AGREEMENT**

33.1 This Agreement shall be effective October 1, 2025 and shall continue in full force and effect up to and including September 30, 2028 and shall continue in full force and effect thereafter unless and until either of the parties hereto shall give to the other party notice in accordance with the applicable law.

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

**FOR TUH:**

Cheryl DeVose, Vice  
President of Labor  
and Employee  
Relations

Ronald E. Zink,  
Vice President  
Radiology/Oncology

Frederick Berger,  
Director of Benefits  
and Pension  
Administration

Jasmine Hampton  
Nicholson, Vice  
President of  
Perioperative  
Nursing

Jonathan Bakst,  
Vice President for  
Laboratory  
Operations

**FOR THE UNION:**

Carlos Aviles,  
President  
Selena Hodge,  
Executive Vice  
President

Paige Helledy,  
Membership Vice  
President

Karen D'Adamo,  
Treasurer

Jo-Netta Daniels,  
Secretary

Paula Tomlin,  
Grievance Chair  
Jasmine Gaddy,  
Executive Board

Justin Hames,  
Executive Board

Christine Lattanze,  
Executive Board

Jamelia Norton,  
Executive Board

Shanelle  
Rivers-Jones,  
Executive Board

Sharon Smith,  
Executive Board

/s/ Yoel Bitran, Staff  
Representative

/s/ Windsor  
Dalrymple, Staff  
Representative

/s/Meghan  
Devonshire,  
Regional Field  
Director  
/s/ Andrew Gaffney,  
Co-Executive  
Director

Sabrina Nixon  
Michael McCrorey  
Jason Schofield  
O'Neal Pressley  
Jenna Fryer

Matt Carlino  
Charlene Scott  
Kaleef Summers  
Marisela Ramos  
Nancy Figueroa  
Robert Sanchez  
Sadiyyah Reynolds

Malene Lee Lynch  
Roberta Hickman  
Isis Dibble  
Gwen Brown  
Christine Knight

Janique Norton  
Genci Sali  
Erica Campbell  
Julia Hanes  
Christopher  
Monacelli

Jermaine Burrell  
Lyriq Eccleston  
Qiara Aycox  
Darien Dempsey

## APPENDIX A - PROFESSIONAL WAGE SCALE

TITLE	GRADE	Exp Years	First Full Pay Period after Ratification 3.25%	First Full Pay Period in October 2026 3.25%	First Full Pay Period in October 2027 3%
PROF. MEDICAL INTERPRETER	P01	0 - 2	\$29.13	\$30.08	\$30.98
		2-5	\$30.08	\$31.06	\$31.99
		5-10	\$31.27	\$32.29	\$33.26
		10-15	\$31.41	\$32.43	\$33.40
		15 - 20	\$31.94	\$32.98	\$33.97
		20+	\$32.61	\$33.67	\$34.68
PATIENT EXPERIENCE REP LEAD PROF MEDICAL INTERPRETER LEAD TRANSLATION SPECIALIST /PMI ONCOLOGY PT CARE NAVIGATOR	P02	0 - 2	\$30.55	\$31.54	\$32.49
		2-5	\$31.42	\$32.44	\$33.41
		5-10	\$32.23	\$33.28	\$34.28
		10-15	\$32.90	\$33.97	\$34.99
		15 - 20	\$33.60	\$34.69	\$35.73
		20+	\$34.26	\$35.37	\$36.43
THER REC SPEC (CERT)	P03	0 - 2	\$33.50	\$34.59	\$35.63
		2-5	\$35.28	\$36.43	\$37.52
		5-10	\$36.93	\$38.13	\$39.27
		10-15	\$37.41	\$38.63	\$39.79
		15 - 20	\$37.93	\$39.16	\$40.33
		20+	\$38.57	\$39.82	\$41.01
SOCIAL WORKER I	P04	0 - 2	\$33.81	\$34.91	\$35.96
		2-5	\$35.60	\$36.76	\$37.86
		5-10	\$37.27	\$38.48	\$39.63
		10-15	\$37.77	\$39.00	\$40.17
		15 - 20	\$38.29	\$39.53	\$40.72
		20+	\$38.94	\$40.21	\$41.42
DIETITIAN CLIN REG ELIGIBLE	P05	0 - 2	\$37.43	\$38.65	\$39.81
		2-5	\$41.43	\$42.78	\$44.06
		5-10	\$42.26	\$43.63	\$44.94
		10-15	\$42.70	\$44.09	\$45.41
		15 - 20	\$43.24	\$44.65	\$45.99
		20+	\$43.88	\$45.31	\$46.67
CODING ANALYST I SOCIAL WORKER II	P06	0 - 2	\$39.25	\$40.53	\$41.75
		2-5	\$43.15	\$44.55	\$45.89
		5-10	\$43.94	\$45.37	\$46.73
		10-15	\$44.39	\$45.83	\$47.20
		15 - 20	\$44.90	\$46.36	\$47.75
		20+	\$45.56	\$47.04	\$48.45

MEDICAL TECHNOLOGIST (Bachelors' Only)	-	START		\$38.82	\$40.08	\$41.28
TITLE	GRADE	Exp Years		First Full Pay Period after Ratification 3.25%	First Full Pay Period in October 2026 3.25%	First Full Pay Period in October 2027 3%
MEDICAL TECHNOLOGIST SURGICAL ASSISTANT (NON-CERT) MEDICAL TECHGST - MICRO LAB MEDICAL TECHGST BMT MED TECHGST - MOLECULAR LAB	P07	0 - 2		\$41.43	\$42.78	\$44.06
		2-5		\$42.26	\$43.63	\$44.94
		5-10		\$43.09	\$44.49	\$45.82
		10-15		\$43.80	\$45.22	\$46.58
		15 - 20		\$44.48	\$45.93	\$47.31
		20+		\$45.13	\$46.60	\$48.00
SR MEDICAL TECHGST	P08	0 - 2				
		2-5				
		5-10				
		10-15		\$45.11	\$46.58	\$47.98
		15 - 20		\$45.81	\$47.30	\$48.72
		20+		\$46.48	\$47.99	\$49.43
EXERCISE PHYSIOLOGIST SR CERT SURG ASSISTANT EXERCISE PHYSIOLOGIST - PULM - -	P09	0 - 2		\$43.55	\$44.97	\$46.32
		2-5		\$45.97	\$47.46	\$48.88
		5-10		\$46.77	\$48.29	\$49.74
		10-15		\$47.22	\$48.75	\$50.21
		15 - 20		\$47.74	\$49.29	\$50.77
		20+		\$48.39	\$49.96	\$51.46
TRANSPLANT SOCIAL WORKER ONCOLOGY SOCIAL WORKER	P10	0 - 2		\$43.95	\$45.38	\$46.74
		2-5		\$46.39	\$47.90	\$49.34
		5-10		\$47.21	\$48.74	\$50.20
		10-15		\$47.66	\$49.21	\$50.69
		15 - 20		\$48.19	\$49.76	\$51.25
		20+		\$48.84	\$50.43	\$51.94
LEAD MEDICAL TECHNOLOGIST	P11	0 - 2		\$45.53	\$47.01	\$48.42
		2-5		\$45.97	\$47.46	\$48.88
		5-10		\$46.46	\$47.97	\$49.41
		10-15		\$47.74	\$49.29	\$50.77
		15 - 20		\$48.26	\$49.83	\$51.32
		20+		\$48.88	\$50.47	\$51.98
DIETITIAN-CLINICAL	P12	0 - 2		\$41.43	\$42.78	\$44.06
		2-5		\$46.77	\$48.29	\$49.74
		5-10		\$47.59	\$49.14	\$50.61
		10-15		\$48.36	\$49.93	\$51.43
		15 - 20		\$48.89	\$50.48	\$51.99
		20+		\$49.55	\$51.16	\$52.69

TITLE	GRADE	Exp Years	First Full Pay Period after Ratification 3.25%	First Full Pay Period in October 2026 3.25%	First Full Pay Period in October 2027 3%
-	P13	0 - 2	\$43.15	\$44.55	\$45.89
-		2-5	\$44.73	\$46.18	\$47.57
-		5-10	\$47.17	\$48.70	\$50.16
		10-15	\$49.46	\$51.07	\$52.60
		15 - 20	\$49.96	\$51.58	\$53.13
		20+	\$50.62	\$52.27	\$53.84
CYTOLOGIST HLA TECHNOLOGIST FLOW CYTOMETRY TECHNOLOGIST	P14	0 - 2	\$43.95	\$45.38	\$46.74
		2-5	\$45.57	\$47.05	\$48.46
		5-10	\$48.06	\$49.62	\$51.11
		10-15	\$50.40	\$52.04	\$53.60
		15 - 20	\$50.90	\$52.55	\$54.13
		20+	\$51.59	\$53.27	\$54.87
CLINICAL DIETITIAN SPEC	P16	0 - 2	\$50.72	\$52.37	\$53.94
OCCUP THERAPIST PHYSICAL THERAPIST SPEECH PATHOLOGIST CLINICAL DIETITIAN SPEC -	P16	0 - 2	\$46.77	\$48.29	\$49.74
		2-5	\$52.04	\$53.73	\$55.34
		5-10	\$52.85	\$54.57	\$56.21
		10-15	\$53.68	\$55.42	\$57.08
		15 - 20	\$54.54	\$56.31	\$58.00
		20+	\$55.19	\$56.98	\$58.69
CERTIFIED HLA TECHNOLOGIST	P17	0 - 2	\$50.72	\$52.37	\$53.94
		2-5	\$52.52	\$54.23	\$55.86
		5-10	\$53.34	\$55.07	\$56.72
		10-15	\$54.19	\$55.95	\$57.63
		15 - 20	\$55.04	\$56.83	\$58.53
		20+	\$55.70	\$57.51	\$59.24
LEAD OCCUP THERAPIST LEAD PHYSICAL THERAPIST LEAD SPEECH PATHOLOGIST -	P18	0 - 2	\$49.11	\$50.71	\$52.23
		2-5	\$54.65	\$56.43	\$58.12
		5-10	\$55.50	\$57.30	\$59.02
		10-15	\$56.37	\$58.20	\$59.95
		15 - 20	\$57.24	\$59.10	\$60.87
		20+	\$57.92	\$59.80	\$61.59
CERTIFIED HLA SPECIALIST	P19	0 - 2	\$49.56	\$51.17	\$52.71
		2-5	\$55.17	\$56.96	\$58.67
		5-10	\$56.01	\$57.83	\$59.56
		10-15	\$56.91	\$58.76	\$60.52
		15 - 20	\$57.78	\$59.66	\$61.45
		20+	\$58.47	\$60.37	\$62.18

TITLE	GRADE	Exp Years	First Full Pay Period after Ratification 3.25%	First Full Pay Period in October 2026 3.25%	First Full Pay Period in October 2027 3%
PSYCHOLOGIST PATHOLOGIST ASSISTANT	P20	0 - 2	\$52.04	\$53.73	\$55.34
		2-5	\$53.75	\$55.50	\$57.17
		5-10	\$57.30	\$59.16	\$60.93
		10-15	\$61.53	\$63.53	\$65.44
		15 - 20	\$66.50	\$68.66	\$70.72
		20+	\$67.14	\$69.32	\$71.40
PHYSICIAN ASST -	P21	0 - 2	\$66.77	\$68.94	\$71.01
		2-5	\$72.86	\$75.23	\$77.49
		5-10	\$74.89	\$77.32	\$79.64
		10-15	\$78.44	\$80.99	\$83.42
		15 - 20	\$79.16	\$81.73	\$84.18
		20+	\$79.88	\$82.48	\$84.95
PHARMACIST -	P22	0 - 2	\$70.74	\$73.04	\$75.23
		2-5	\$72.85	\$75.22	\$77.48
		5-10	\$75.67	\$78.13	\$80.47
		10-15	\$77.80	\$80.33	\$82.74
		15 - 20	\$80.66	\$83.28	\$85.78
		20+	\$81.29	\$83.93	\$86.45
PA-FIRST ASST	P23	0 - 2	\$70.62	\$72.92	\$75.11
		2-5	\$74.15	\$76.56	\$78.86
		5-10	\$81.56	\$84.21	\$86.74
		10-15	\$84.00	\$86.73	\$89.33
		15 - 20	\$86.53	\$89.34	\$92.02
		20+	\$87.18	\$90.01	\$92.71
DOSIMETRIST	P24	0 - 2	\$79.21	\$81.78	\$84.23
		2-5	\$81.15	\$83.79	\$86.30
		5-10	\$83.97	\$86.70	\$89.30
		10-15	\$87.13	\$89.96	\$92.66
		15 - 20	\$87.65	\$90.50	\$93.22
		20+	\$88.30	\$91.17	\$93.91

## APPENDIX B - TECHNICAL WAGE SCALE

TITLE	GRADE	Exp Years	First Full Pay Period after Ratification 3.25%	First Full Pay Period in October 2026 3.25%	First Full Pay Period in October 2027 3%
MEDICAL ASSISTANT - OCC HLTH MEDICAL ASSISTANT EEG MONITORING TECHNICIAN	T01	0 - 2	\$26.62	\$27.49	\$28.31
		2-5	\$27.01	\$27.89	\$28.73
		5-10	\$27.45	\$28.34	\$29.19
		10-15	\$27.91	\$28.82	\$29.68
		15 - 20	\$28.44	\$29.36	\$30.24
		20+	\$29.10	\$30.05	\$30.95
	T02	0 - 2	\$27.95	\$28.86	\$29.73
		2-5	\$28.34	\$29.26	\$30.14
		5-10	\$28.74	\$29.67	\$30.56
		10-15	\$29.21	\$30.16	\$31.06
		15 - 20	\$29.74	\$30.71	\$31.63
		20+	\$30.38	\$31.37	\$32.31
EKG TECHN MONITOR TECHN PHARMACY TECH CERTIFIED TRANSPLANT SUPPORT COORDINATOR PHARM INVENTORY CONTROL TECH	T03	0 - 2	\$29.53	\$30.49	\$31.40
		2-5	\$29.91	\$30.88	\$31.81
		5-10	\$30.36	\$31.35	\$32.29
		10-15	\$30.82	\$31.82	\$32.77
		15 - 20	\$31.34	\$32.36	\$33.33
		20+	\$31.98	\$33.02	\$34.01
SR EKG TECHN COMMUNITY ENGAGEMENT REP AUTOPSY TECHN SPECIMEN PROCESSING SPECIALIST SPECIMEN PROCESSING SPEC-MICRO SPECIMEN PROCESSING SPEC - HLA SURGICAL PATHOLOGY TECHN	T04	0 - 2	\$31.21	\$32.22	\$33.19
		2-5	\$31.63	\$32.66	\$33.64
		5-10	\$32.04	\$33.08	\$34.07
		10-15	\$32.51	\$33.57	\$34.58
		15 - 20	\$33.00	\$34.07	\$35.09
		20+	\$33.66	\$34.75	\$35.79
SR SPECIMEN PROCESSING SPEC	T05	0 - 2			
		2-5			
		5-10			
		10-15	\$33.47	\$34.56	\$35.60
		15 - 20	\$34.00	\$35.11	\$36.16
		20+	\$34.66	\$35.79	\$36.86
GI TECHNICIAN TRANSPLANT FINANCIAL COORD PHARM AUTOMATION TECH SUPPT	T06	0 - 2	\$32.84	\$33.91	\$34.93
		2-5	\$33.26	\$34.34	\$35.37
		5-10	\$33.65	\$34.74	\$35.78
		10-15	\$34.09	\$35.20	\$36.26
		15 - 20	\$34.62	\$35.75	\$36.82
		20+	\$35.28	\$36.43	\$37.52

TITLE	GRADE	Exp Years		First Full Pay Period after Ratification 3.25%	First Full Pay Period in October 2026 3.25%	First Full Pay Period in October 2027 3%
CYTOLOGY PREP TECHN	T07	0 - 2		\$33.13	\$34.21	\$35.24
		2-5		\$33.57	\$34.66	\$35.70
		5-10		\$33.96	\$35.06	\$36.11
		10-15		\$34.42	\$35.54	\$36.61
		15 - 20		\$34.95	\$36.09	\$37.17
		20+		\$35.60	\$36.76	\$37.86
CARDIAC CATH TECH NON REG (0-2 RATE ONLY)	T08			\$34.12	\$35.23	\$36.29
TRANSPLANT DATA SUPPORT SPEC	T08	0 - 2		\$34.53	\$35.65	\$36.72
		2-5		\$34.94	\$36.08	\$37.16
		5-10		\$35.32	\$36.47	\$37.56
		10-15		\$35.81	\$36.97	\$38.08
		15 - 20		\$36.32	\$37.50	\$38.63
		20+		\$36.97	\$38.17	\$39.32
-	T09	0 - 2	-	\$35.83	\$36.99	\$38.10
-		2-5	-	\$36.25	\$37.43	\$38.55
-		5-10	-	\$36.65	\$37.84	\$38.98
-		10-15	-	\$37.17	\$38.38	\$39.53
-		15 - 20	-	\$37.70	\$38.93	\$40.10
-		20+	-	\$38.37	\$39.62	\$40.81
BIOMEDICAL ELEC TECHN HIM REVENUE INTEGRITY ANALYST TRAUMA REGISTRAR STROKE PROGRAM REGISTRAR SPECIALTY EQUIPMENT TECH CERT OCCUP THERAPY ASST PHYSICAL THERAPY ASST COORD DISCHARGE PLANNING MEDICAL TECHN OPERATING ROOM TECHN	T10	0 - 2		\$36.93	\$38.13	\$39.27
		2-5		\$37.36	\$38.57	\$39.73
		5-10		\$37.73	\$38.96	\$40.13
		10-15		\$38.20	\$39.44	\$40.62
		15 - 20		\$38.72	\$39.98	\$41.18
		20+		\$39.38	\$40.66	\$41.88
	.					
SR MEDICAL TECHNICIAN	T11	0 - 2				
		2-5				
		5-10				
		10-15		\$39.35	\$40.63	\$41.85
		15 - 20		\$39.89	\$41.19	\$42.43
		20+		\$40.56	\$41.88	\$43.14

TITLE	GRADE	EXP YEARS	First Full Pay Period after Ratification 3.25%	First Full Pay Period in October 2026 3.25%	First Full Pay Period in October 2027 3%
TRANSPLANT DATA COORD POLYSOMNOGRAPHIC TECHN SR TRAUMA REGISTRAR SOI ANALYST -	T12	0 - 2	\$39.56	\$40.85	\$42.08
		2-5	\$40.30	\$41.61	\$42.86
		5-10	\$41.03	\$42.36	\$43.63
		10-15	\$42.11	\$43.48	\$44.78
		15 - 20	\$42.81	\$44.20	\$45.53
		20+	\$43.45	\$44.86	\$46.21
EEG TECHNICIAN	T13	0 - 2	\$41.02	\$42.35	\$43.62
		2-5	\$41.81	\$43.17	\$44.47
		5-10	\$42.57	\$43.95	\$45.27
		10-15	\$43.67	\$45.09	\$46.44
		15 - 20	\$44.40	\$45.84	\$47.22
		20+	\$45.07	\$46.53	\$47.93
SR POLYSOMNOGRAPHIC TECH HISTOLOGY TECHNICIAN TRANSPLANT DATA COORD - BMT ONCOLOGY PRECERT COORDINATOR EHR DATA INTEGRITY ANALYST R&D MACHINIST OPER ROOM TECHN SR	T14	0 - 2	\$40.63	\$41.95	\$43.21
		2-5	\$41.45	\$42.80	\$44.08
		5-10	\$42.29	\$43.66	\$44.97
		10-15	\$42.75	\$44.14	\$45.46
		15 - 20	\$43.26	\$44.67	\$46.01
		20+	\$43.92	\$45.35	\$46.71
FLOW CYTOMETRY TECHNICIAN	T15	0 - 2	\$41.01	\$42.34	\$43.61
		2-5	\$41.84	\$43.20	\$44.50
		5-10	\$42.68	\$44.07	\$45.39
		10-15	\$43.15	\$44.55	\$45.89
		15 - 20	\$43.66	\$45.08	\$46.43
		20+	\$44.34	\$45.78	\$47.15
SR. SEV ILLNESS ANALYST BIOMEDICAL EQUIP TECHN SR HISTOLOGY TECHNICIAN II (FROM SR) -	T16	0 - 2	\$42.65	\$44.04	\$45.36
		2-5	\$43.09	\$44.49	\$45.82
		5-10	\$43.52	\$44.93	\$46.28
		10-15	\$45.57	\$47.05	\$48.46
		15 - 20	\$46.07	\$47.57	\$49.00
		20+	\$46.72	\$48.24	\$49.69
CARDIO PULM TECHGST RESPIRATORY THERAPIST	T17	0 - 2	\$43.41	\$44.82	\$46.16
		2-5	\$44.42	\$45.86	\$47.24
		5-10	\$45.41	\$46.89	\$48.30
		10-15	\$47.44	\$48.98	\$50.45
		15 - 20	\$48.49	\$50.07	\$51.57
		20+	\$50.32	\$51.96	\$53.52

TITLE	GRADE	EXP YEARS	First Full Pay Period after Ratification 3.25%	First Full Pay Period in October 2026 3.25%	First Full Pay Period in October 2027 3%
GROSS PATHOLOGY TECHNOLOGIST PATHOLOGY TECHNICIAN	T18	0 - 2	\$45.85	\$47.34	\$48.76
		2-5	\$46.68	\$48.20	\$49.65
		5-10	\$47.53	\$49.07	\$50.54
		10-15	\$47.99	\$49.55	\$51.04
		15 - 20	\$48.51	\$50.09	\$51.59
		20+	\$49.15	\$50.75	\$52.27
LEAD EEG TECHN	T19	0 - 2	\$46.31	\$47.82	\$49.25
		2-5	\$47.12	\$48.65	\$50.11
		5-10	\$47.97	\$49.53	\$51.02
		10-15	\$48.44	\$50.01	\$51.51
		15 - 20	\$48.95	\$50.54	\$52.06
		20+	\$49.61	\$51.22	\$52.76
MEDICAL SONOGRAPH/NON-REG (0-2 RATE) - - -	T20	0 - 2	\$46.27	\$47.77	\$49.20
		2-5	\$47.12	\$48.65	\$50.11
		5-10	\$47.77	\$49.32	\$50.80
		10-15	\$48.22	\$49.79	\$51.28
		15 - 20	\$48.75	\$50.33	\$51.84
		20+	\$49.38	\$50.98	\$52.51
ECHOCARDIOGRAPHY TECH NON-REG (0-2 RATE) VASCULAR LAB TECHNOL NON REG (0-2 RATE) -	T21	0 - 2	\$47.99	\$49.55	\$51.04
		2-5	\$48.88	\$50.47	\$51.98
		5-10	\$49.57	\$51.18	\$52.72
		10-15	\$50.02	\$51.65	\$53.20
		15 - 20	\$50.57	\$52.21	\$53.78
		20+	\$51.24	\$52.91	\$54.50
RADIOLOGY / X-RAY TECHNOLOGIST	T22	0 - 2	\$47.59	\$49.14	\$50.61
		2-5	\$49.80	\$51.42	\$52.96
		5-10	\$50.65	\$52.30	\$53.87
		10-15	\$51.15	\$52.81	\$54.39
		15 - 20	\$51.68	\$53.36	\$54.96
		20+	\$52.37	\$54.07	\$55.69
RESPIRATORY THERAPIST SR RRT SR CARDIO PULM TECHNOLOGIST	T23	0 - 2	\$46.99	\$48.52	\$49.98
		2-5	\$48.98	\$50.57	\$52.09
		5-10	\$50.22	\$51.85	\$53.41
		10-15	\$51.81	\$53.49	\$55.09
		15 - 20	\$53.49	\$55.23	\$56.89
		20+	\$55.28	\$57.08	\$58.79

TITLE	GRADE	EXP YEARS	First Full Pay Period after Ratification 3.25%	First Full Pay Period in October 2026 3.25%	First Full Pay Period in October 2027 3%
MAMMOGRAPHY TECH CARD CATH TECHGST LEAD RADIOLOGY TECH 5-10 RATE FOR 0-10 YRS MAMMOGRAPHY COORDINATOR	T24	0 - 2	\$49.80	\$51.42	\$52.96
		2-5	\$51.33	\$53.00	\$54.59
		5-10	\$52.18	\$53.88	\$55.50
		10-15	\$52.67	\$54.38	\$56.01
		15 - 20	\$53.20	\$54.93	\$56.58
		20+	\$53.87	\$55.62	\$57.29
LEAD RESP TECH 5-10 RATE FOR 0-10 YRS - - - -	T25	0 - 2	\$49.00	\$50.59	\$52.11
		2-5	\$52.31	\$54.01	\$55.63
		5-10	\$53.12	\$54.85	\$56.50
		10-15	\$53.59	\$55.33	\$56.99
		15 - 20	\$54.10	\$55.86	\$57.54
		20+	\$54.73	\$56.51	\$58.21
ECHOCARDIOGRAPHY TECH REG MRI TECHGST VASCULAR LAB TECHGST(REG) COMP AXIAL TOM TECHGST IMAGING TECH OR MED SONOGRAPHER/REG IR TECHNOLOGIST I IR TECHNOLOGIST II SPEC PROC TECHGST NEURO	T26	0 - 2	\$51.33	\$53.00	\$54.59
		2-5	\$54.78	\$56.56	\$58.26
		5-10	\$55.63	\$57.44	\$59.16
		10-15	\$56.11	\$57.93	\$59.67
		15 - 20	\$56.66	\$58.50	\$60.26
		20+	\$57.32	\$59.18	\$60.96
SR CT/ X-RAY TECHGST	T27	0 - 2	\$53.39	\$55.13	\$56.78
		2-5	\$56.85	\$58.70	\$60.46
		5-10	\$57.70	\$59.58	\$61.37
		10-15	\$58.17	\$60.06	\$61.86
		15 - 20	\$58.73	\$60.64	\$62.46
		20+	\$59.39	\$61.32	\$63.16
CARD CATH TECHGST SR IR TECHNOLOGIST SR	T28	0 - 2	\$54.78	\$56.56	\$58.26
		2-5	\$55.19	\$56.98	\$58.69
		5-10	\$55.63	\$57.44	\$59.16
		10-15	\$56.11	\$57.93	\$59.67
		15 - 20	\$56.66	\$58.50	\$60.26
		20+	\$57.32	\$59.18	\$60.96

TITLE	GRADE	EXP YEARS	First Full Pay Period after Ratification 3.25%	First Full Pay Period in October 2026 3.25%	First Full Pay Period in October 2027 3%
LEAD ECHO TECHN LEAD MRI TECHGST LEAD CARD CATH TECHNOLOGIST LEAD VASCULAR LAB TECH. LEAD COMP AXIAL TOM TECHG LEAD IR TECHNOLOGIST	T29	0 - 10	\$57.87	\$59.75	\$61.54
		10-15	\$58.39	\$60.29	\$62.10
		15 - 20	\$58.89	\$60.80	\$62.62
		20+	\$59.59	\$61.53	\$63.38
NUCLEAR MED TECHGST RADIATION THERAPIST		NON REG	\$56.26	\$58.09	\$59.83
NUCLEAR MED TECHGST RADIATION THERAPIST	T31	0 - 2	\$59.92	\$61.87	\$63.73
		2-5	\$66.38	\$68.54	\$70.60
		5-10	\$67.23	\$69.41	\$71.49
		10-15	\$67.70	\$69.90	\$72.00
		15 - 20	\$68.25	\$70.47	\$72.58
		20+	\$68.90	\$71.14	\$73.27
LEAD NUC MED TECHGST LEAD RADIATION THERAPIST	T33	0 - 10	\$70.12	\$72.40	\$74.57
		10-15	\$70.57	\$72.86	\$75.05
		15 - 20	\$71.12	\$73.43	\$75.63
		20+	\$71.79	\$74.12	\$76.34

## APPENDIX C - POOL WAGE SCALE

TITLE	First Full Pay Period after Ratification New rate or 3.25%	First Full Pay Period in October 2026 3.25%	First Full Pay Period in October 2027 3%
BIOMED ENGINEER	\$38.20	\$39.44	\$40.62
CARDIAC CATH LAB TECH	\$52.67	\$54.38	\$56.01
CARDIO-PULMONARY TECH	\$47.44	\$48.98	\$50.45
CERT OCCUPATIONAL THERAPY ASSISTANT	\$41.99	\$43.35	\$44.65
CLINICAL DIETICIAN	\$48.36	\$49.93	\$51.43
CT TECHNOLOGIST	\$56.11	\$57.93	\$59.67
CTOR PHYSICIAN ASSISTANT	\$80.00	\$82.60	\$85.08
CYTOTECHNOLOGIST	\$50.40	\$52.04	\$53.60
DOSIMETRIST	\$87.27	\$90.11	\$92.81
ECHO TECHNOLOGIST	\$56.11	\$57.93	\$59.67
EEG TECHNOLOGIST	\$43.67	\$45.09	\$46.44
EKG TECH	\$30.82	\$31.82	\$32.77
EXERCISE PHYSGST - PULM (POOL)	\$47.22	\$48.75	\$50.21
GROSS PATHOLOGY TECHNOLOGIST	\$47.99	\$49.55	\$51.04
HISTOTECHNOLOGIST	\$42.75	\$44.14	\$45.46
HLA TECHNOLOGIST	\$50.40	\$52.04	\$53.60
IR TECHNOLOGIST	\$58.34	\$60.24	\$62.05
MAMMO TECHNOLOGIST	\$52.67	\$54.38	\$56.01
MED TECHNICIAN POOL I	\$38.00	\$39.24	\$40.42
MED TECHNICIAN POOL II ( Greater than 3 yrs exp)	\$40.00	\$41.30	\$42.54
MED TECHNOLOGIST POOL I	\$42.00	\$43.37	\$44.67
MED TECHNOLOGIST POOL II (Greater than 3 yrs exp)	\$44.00	\$45.43	\$46.79
MONITOR TECH	\$30.82	\$31.82	\$32.77
MRI TECHNOLOGIST	\$56.11	\$57.93	\$59.67
NUCLEAR MED TECHNOLOGIST	\$70.00	\$72.28	\$74.45

<b>TITLE</b>	<b>First Full Pay Period after Ratification New rate or 3.25%</b>	<b>First Full Pay Period in October 2026 3.25%</b>	<b>First Full Pay Period in October 2027 3%</b>
<b>OCCUPATIONAL THERAPIST</b>	\$61.83	\$63.84	\$65.76
<b>OR TECH</b>	\$38.20	\$39.44	\$40.62
<b>PHARMACIST</b>	\$77.80	\$80.33	\$82.74
<b>PHARMACY INTERN</b>	\$23.00	\$23.75	\$24.46
<b>PHARMACY TECH (CERT) POOL</b>	\$30.82	\$31.82	\$32.77
<b>PHYSICAL THERAPIST</b>	\$61.83	\$63.84	\$65.76
<b>PHYSICAL THERAPY ASSISTANT</b>	\$41.99	\$43.35	\$44.65
<b>PHYSICIAN ASSISTANT</b>	\$80.00	\$82.60	\$85.08
<b>POLYSOMNOGRAPHIC TECHNOLOGIST</b>	\$42.11	\$43.48	\$44.78
<b>RAD TECHNOLOGIST</b>	\$55.00	\$56.79	\$58.49
<b>RADIATION THERAPIST</b>	\$67.80	\$70.00	\$72.10
<b>RESP THERAPIST (CRTT)</b>	\$51.00	\$52.66	\$54.24
<b>RESP THERAPIST, SR (RRT)</b>	\$55.00	\$56.79	\$58.49
<b>SOCIAL WORKERS</b>	\$44.39	\$45.83	\$47.20
<b>SPECIMEN PROCESSING SPECIALIST</b>	\$32.51	\$33.57	\$34.58
<b>SPEECH THERAPIST</b>	\$67.66	\$69.86	\$71.96
<b>SR. EKG TECH</b>	\$32.51	\$33.57	\$34.58
<b>THER REC THERAPIST</b>	\$41.99	\$43.35	\$44.65
<b>ULTRASOUND TECHNOLOGIST</b>	\$56.11	\$57.93	\$59.67
<b>VASCULAR TECHNOLOGIST</b>	\$56.11	\$57.93	\$59.67

## APPENDIX D – CHECKOFF FORM

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

I choose to become a member of the Pennsylvania Association of Staff Nurses and Allied Professionals, and agree to remain a member in good standing by periodically tendering my dues, in the **(local association)** amount determined by the union, and by supporting the goals of the association to promote respect for our profession, decent working conditions, and effective patient advocacy.

I hereby authorize \_\_\_\_\_ (*employer*) to deduct the appropriate dues and assessments from my paycheck in accordance with the collective bargaining agreement. This authorization and assignment shall be irrevocable for a period of one (1) year, or until the termination of the agreement between the employer and the union, whichever occurs sooner, and I agree and direct that this authorization and assignment shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year for the period of such succeeding applicable collective bargaining agreement between the employer and the union, whichever shall be shorter, unless such written notice is given by me to the employer and the union not more than forty-five (45) days and not less than thirty (30) days prior to the expiration of each period of one (1) year, or such applicable agreement between the employer and the union, whichever occurs sooner.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**White Copy: Employer**  
**Yellow Copy: Local**

**Pink copy: PASNAP**

## APPENDIX E

### DEPARTMENT CALL OUT REQUIREMENTS

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

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

## APPENDIX F – ARTICLE 28 CERTICATIONS

### **Respiratory Therapy:**

ACCS - Adult Critical Care Specialist (if Therapist also has ACLS)  
NPS - Neonatal Pediatric Specialist (if Therapist also has NRP and is assigned to the Neonatal ICU)

### **Speech Pathology:**

Vital Stim  
BRS/BCS-S - Board Certified Specialist - Swallowing Certified Brain Injury Specialist (CBIS)

### **Physical Therapy:**

Cardiovascular and Pulmonary - American Board of Physical Therapy Specialties (ABPTS)  
Geriatrics (ABPTS) Neurology (ABPTS) Orthopedics (ABPTS)  
Women's Health (ABPTS)  
Clinical Wound Specialist - American Board of Wound Management  
LANA - Lymphology Association of North America  
Certified Edema Specialist - Academy of Oncologic Physical Therapy

### **Occupational Therapy:**

Neuro Developmental Treatment Certification Certified Brain Injury Specialist (CBIS) Certified Hand Therapist (CHT)  
Certified Lymphedema Therapist (CLT) Certified Stroke Rehabilitation Specialist (CSRS) Certified Burn Therapist

### **Social Work:**

Certified Advanced Social Work Case Manager (C-ASWCM) Certified Clinical Alcohol, Tobacco & Other Drugs Social Worker (C-CATODSW)

Certified Social Worker in Health Care (C-SWHC)

Certified Advanced Children, Youth, and Family Social Worker (C-ACYFSW)

### **Laboratory:**

American Society for Clinical Pathology

American College of Histocompatibility and Immunogenetics (ACHI)

ASCP – American Society for Clinical Pathology

AMT – American Medical Technologist

AAB – American Association of Bioanalysts

### **Linguistic Services:**

National Board of Certification for Medical Interpreters

### **EEG:**

CLTM (ABRET)

### **Clinical Dietitians:**

Certified Nutrition Support Clinician (CNSC) (NBNSC) Certified Diabetes Educator (CDE)

### **Pulmonary Lab:**

ACSM

CPFT (for Exercise Physiologists only)

AACVPR (American Association of Cardiovascular and Pulmonary Rehabilitation)

### **Echo Lab/Cardiac Sonographers**

ACS (CCI)

### **Pharmacy**

Certification from the Board of Pharmacy Specialties

## **APPENDIX G – MOA ON INCENTIVES**

### **MEMORANDUM OF AGREEMENT**

The parties, being desirous of amicably resolving this matter and intending to be legally bound, enter into the following agreement made and entered into by and among Temple University Hospital (hereinafter "TUH") AND Temple University Hospital Allied Health Professionals/PASNAP (hereinafter, "Union") in accordance with the following terms:

WHEREAS, a temporary shortage of Allied Health Professionals in certain TUH departments has developed.

WHEREAS, the parties (TUH and the Union) hereby enter into the following Memorandum of Agreement to address the aforementioned shortage.

#### **I. Hiring Incentive**

TUH shall implement a sign-on bonus for the following departments in order to fill open vacancies. At the discretion of management, TUH may extend a hiring bonus for any position posted for more than 60 days without a suitable, qualified applicant pool. The hospital agrees to notify the union prior to implementing in any department not listed below. Sign-on incentives will not exceed \$5,000 for any individual/ position. Incentives will be paid 1/2 after the probation period and 1/2 after one-year of employment.

- Cath Lab
- Operating Room
- Radiology (Diagnostic Imaging&; Cat Scan; Ultrasound)
- Lab
- Respiratory
- Telemetry

#### **II. Extra Shifts**

An incentive to pick additional pre-scheduled shifts above the employee's budgeted FTE status shall be implemented. The differential will be 30% of the base rate for voluntary shifts scheduled more than 72 hours in advance only. The differential will be 15% for voluntary shifts picked up to cover for call-outs that occur within 72 hours of the shift.

Any call-off or cancellation will forfeit the incentive for the pay period.

III. Review

Management and TAP/PASNAP agree to review the outcomes of this agreement in 90 days increments following implementation of any aspect of the aforementioned programs to review the effectiveness and continuation of this program.

TUH may cancel the MOA with 90 (ninety) days' notice.

## LETTERS OF AGREEMENT

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

- 1. Weekly Pay:** All employees will be paid weekly effective no later than April 30th, 2023.
- 2. Medical Technologists:** Medical Technologists who are hired with a Bachelor's degree but without clinical laboratory experience will move to the P05 wage scale after one (1) year of employment in the TUH laboratory.

Employees who fall on the "MT Bachelors' Scale" shall enter into an extended clinical orientation where they will learn additional skills and procedures for the clinical laboratories. The purpose of this training is to train new employees who do not have lab experience and address the shortage of clinical lab staff. Specialty areas in each clinical laboratory department will be staffed by trained MTs and MLTs until the employee has sufficient training.

- 3. Rotation to Other Campuses:** TUH and union shall form a committee to limit rotation to other campuses and deal with issues related to rotation to the new women's health center.

- 4. 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, TUH shall recognize the Women's Health Hospital employees as part of the TAP bargaining unit and TUH shall apply the TAP labor contract to the Women's Health Hospital staff providing such services.

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

- 5. Fair Share**

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

## **6. Flexible Scheduling**

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

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

## **7. Loan Forgiveness**

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

## **8. EDUCATION FUNDING GRID**

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

### **Side Letter Schedule Development**

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

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

## **Monitoring of Job Posting**

In order to create transparency in the job bidding and awarding process, TUH 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

### **9. Donation of Vacation Time**

TUH agrees to revise the Donation of Vacation Time Policy (950.576) to include eligibility for employees on continuous FMLA leave.

### **10. Operating Room**

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

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

scheduling. Management will act reasonably to address employee concerns.

An employee with 30 or more years of service in the OR shall not be required to take call assignments.

### **11. Preceptor**

The pharmacy department will implement a preceptor program for new hires under which a preceptor differential of \$3.00 per hour shall be paid.

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

### **12. Upgrade to Senior or Lead Status**

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

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

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

1. Operating Room Technician: 2 years experience as a TUH Operating Room Technician and certification required to move to a Senior position.
  2. Cardiac Catheterization Technologist Senior: combination of five years of experience and certification required to move to Senior Position
  3. Certified HLA Technologist – 3 years of experience in human histocompatibility testing and CHT certification required to move to position.
  4. Certified HLA Specialist - 5 years of experience in human histocompatibility testing and both CHT and CHS certifications required to move to position.
  5. Senior Respiratory Therapist (RRT): One year of experience and RRT required to move to Senior Position.
  6. Surgical assist: the position shall be abolished and the incumbent red-circled as OR Tech.
  7. Trauma Registrar: Senior position requiring 5 years of Experience and certification required to move to Senior Position.
  8. SOI analyst: 10 years of experience and certification required to move to Senior Position
  9. Cardio Pulm Technician: two years of experience and CPFT or RPFT required to move to Senior Position
  10. Incumbent Medical Technologists shall become Lead Medical Technologist. The Senior Medical Technologist positions shall be abolished and future Lead Medical Technologist positions shall be posted to bid.
- Red circle any current senior or lead who do not meet the agreed upon criteria
  - An employee's experience will carry over into the new pay scale.

### **13. Rotation to WFH**

If reassignment of staff becomes necessary between the Main Campus and WFH, TUH shall follow the following procedure. This side letter

shall not apply to scheduled pre-posted assignments.

- (a) Qualified agency
- (b) Volunteers
- (c) Qualified per diem
- (d) Rotation of qualified staff, starting with reverse seniority

**14. Arbitration Scheduling** Within 90 days of ratification, the parties agree to meet to further negotiate Article 21 – Arbitration. The parties intend to conclude the process before January of 2026 unless extended by mutual agreement.

## **15. STAFFING**

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

- (a) The President of the union and the Grievance Chair shall be permanent members of the committee. TUH will appoint an equal or lesser number of managers also representing different departments and job titles. The committee will meet once a month for up to two hours and will be released with pay (or shall be paid, if not scheduled to work) in order to serve on the committee.
- (b) The union will provide a proposed agenda for each monthly meeting one month in advance. Each meeting shall focus on a single department and shall be attended by the permanent union Committee members, up to three union members from the department addressed, Management representatives from the department on the agenda, and a representative of Human Resources.
- (c) The Joint Staffing Committee will review all existing departmental staffing practices and, if warranted, will develop and recommend changes in order to ensure primacy of patient care and safety and to improve employee satisfaction.
- (d) The Joint Staffing Committee will utilize various sources of evidence to make its recommendations, including but not limited to input from departmental committees, incident reports, notices of insufficient staffing, standards adopted by professional organizations. The Joint

Staffing Committee will promote a commitment to excellence by addressing issues and making recommendations to the Hospital regarding staffing, technology, training, equipment, and supplies.

## **16. LATE STAY**

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

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

## **17. Pharmacy Techs – Chemo Center**

Pharmacy Techs who are assigned to cover the chemo center shall receive a differential of \$2.00 per hour while mixing chemo medication.

## **18. SCHEDULING PRACTICES MAINTAINED.**

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

## **19. Arbitration Scheduling Procedure**

The parties hereby agree to modify the tentative agreement of the collective bargaining agreements between Temple University Hospital (“Hospital”) and Temple University Hospital Nurses Association/PASNAP (“TUHNA”) and Temple Allied Professionals and Temple University Allied Health Professionals/PASNAP (“TAP”) as follows:

21.7(f) Assignment of arbitrators and scheduling of hearings.

1. Arbitrators for specific matters will be assigned from the panel of arbitrators agreed upon by the parties and shall be listed by alphabetical order based on their last names. Beginning with the first arbitration designated by PASNAP following execution of this Agreement, the first arbitrator on the list will be assigned by the American Arbitration Association. This panel of arbitrators will be administered separately for TAP and TUHNA cases

Cases for which a demand for arbitration was made by PASNAP before the date of this Agreement will be assigned in chronological order based on the date of the demand for arbitration with discharge cases being assigned before any other discipline cases or contract interpretation cases are assigned.

2. Once an arbitrator has been designated to hear a case, based on order set forth in subsection (1) above, the next grievance to be arbitrated shall be heard by the next arbitrator on the list. When the end of the list is reached, assignment will begin again at the top of the list.
3. The party seeking arbitration of a grievance shall advise the American Arbitration Association of the case to be arbitrated.
4. Within seven (7) calendar days of notice of selection from the American Arbitration Association, the arbitrator chosen to hear and decide a specific grievance shall provide the parties with six (6) possible dates for hearing within one hundred twenty (120) days of the American Arbitration Association issuing such notice of designation to the arbitrator. Each party shall then have ten (10) days from the date they receive notice of the proposed dates to accept or reject any of these dates.
5. If none of the proposed dates are acceptable to both parties, then the arbitrator selected shall immediately be asked by the American Arbitration Association for two (2) other possible dates in the thirty (30) day period after the expiration of the initial 120-day period. If neither of the additional proposed dates are acceptable to both parties, this procedure will be repeated for

the next thirty (30) day period until a mutually-agreeable date is scheduled.



*Solidarity*



*Breast Cancer Awareness*



*Drug Use Prevention*



*Autism Awareness*



*Mental Health Awareness*



*Peace*



*Pride*

**LABOR** *for* **BLACK LIVES**

