



TEMPLE  
UNIVERSITY

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**TEMPLE UNIVERSITY  
OF THE COMMONWEALTH SYSTEM  
OF HIGHER EDUCATION**

**AND**

**TEMPLE UNIVERSITY  
NURSES ASSOCIATION  
(NATU/PASNAP)**

**OCTOBER 1, 2006 – SEPTEMBER 30, 2010**

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

**ARTICLE 1  
RECOGNITION**

AGREEMENT made and entered into this 1<sup>st</sup> day of October 2006, by and between TEMPLE UNIVERSITY (hereinafter referred to as "Temple"), located in Philadelphia, Pennsylvania, and the NURSES ASSOCIATION OF TEMPLE UNIVERSITY/PASNAP (NATU) (hereinafter referred to as "Association"), with principle offices located at 1100 E. Hector Street, Suite 450, Conshohocken, Pennsylvania, 19428 acting herein on behalf of the employees of Temple, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees".

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

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

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

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

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

Section 1

(a) Temple recognizes the Association as the sole and exclusive collective bargaining representative of the employees in the bargaining unit certified by the Pennsylvania Labor Relations Board in Cases No. PERA-U-10, 024-E, PERA-R-4914-E, PERA-U-9007-E, PERA-U-9008-E, and PERA-R-95-369-E, PERA U-0395-E, and PERA-U-03-318-E as modified by the Proposed Order of Unit Clarification dated August 24, 2005 and made final by the PLRB on February 21, 2006.

(b) The bargaining unit shall consist of all full time and all regular part-time employees who regularly work twenty (20) or more hours per week but less than thirty-five (35) hours per week, and excluding supervisors, first level supervisors, and confidential employees as defined in Act 195.

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

Section 2

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

Section 3

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

Section 4

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

**ARTICLE 2  
UNION SECURITY**

Section 1

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

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

Section 2

An employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20)

calendar days following receipt of a written demand from the Association requesting his/her discharge, be discharged if, during such period, the required dues and standard assessments have not been tendered.

**ARTICLE 3  
CHECK-OFF**

Section 1

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

Section 2

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

Section 3

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

Section 4

Each month, no later than the fifteenth (15<sup>th</sup>) of the month, Temple shall remit to the Association at its principal office deductions made from the wages of employees for the preceding month, together with a list of all employees from whom deductions have been made and a listing of the deduction made from each employee.

Section 5

Temple will furnish the Association each month with the names of newly hired employees, their addresses, the TUID number, classifications of work, department, their dates of hire, the names of terminated employees, together with their dates of termination, changes of names or addresses reported by employees and names of employees on leave of absence. Employees shall promptly notify Temple and the Association of changes in their addresses and names.

Section 6

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

Section 7

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

(b) Agency Fee

1. All present employees who are not Association members, and who do not become and remain members in the future, plus all new employees who do not become Association members upon the expiration of their probationary period, shall, as a condition of employment, effective the date of this Agreement, pay to the Association 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 Association, less the cost for the previous Association fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Association as exclusive bargaining representative.

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

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

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

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

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

#### **ARTICLE 4 ASSOCIATION ACTIVITY, VISITATION AND BULLETIN BOARD**

##### Section 1

No employee shall engage in any Association activity, including the distribution of literature, which can interfere with the performance of work during the employee's working time or in working areas at any time.

##### Section 2

Representatives of the Association, after receiving the permission of the Office of Labor Relations, University Services

Building, or its designee, shall have reasonable access to Temple premises for the purpose of administering this Agreement.

##### Section 3

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

#### **ARTICLE 5 NO DISCRIMINATION**

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

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

Newly hired employees shall be considered probationary for a period of one hundred twenty (120) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence. Temple, with the consent of the Association, may extend the probationary period of any employee for an additional sixty (60) calendar days. In the event the University requests to extend probation, a written evaluation will be provided to the Employee and the Association. An interim evaluation will also be provided to employee after 30 days. The termination or suspension of any probationary employee by

Temple shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 7 SENIORITY**

### Section 1        Definition

(a) Temple seniority is defined as the length of time an employee has been employed by Temple University since his/her last date of hire as an employee. When two or more employees are hired the same day, seniority shall be based upon the "alpha" sequence of their surnames as of their date of hire. This shall apply for vacation and sick leave accrual.

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

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

### Section 2

Seniority shall accrue:

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

### Section 3

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

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

### Section 4

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

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

### Section 5        Lay-Off

- (a) In the event of a lay-off in a department,

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

1	Anesthesiology	13	Family/Community Medicine
2	Obstetrics, Gynecology & Reproductive Sciences	14	Medicine Administration
3	Medicine Group Practice	15	General Internal Medicine
4	Oncology	16	Student Health - HSC
5	Surgery	17	Pulmonary
6	Gastroenterology	18	Rheumatology
7	Otolaryngology	19	Neurosurgery
8	Family Practice	20	Orthopedics
9	Cardiology	21	Urology
10	Clinical Trials	22	Emergency Medicine
11	Cardiovascular Research Group	23	Ophthalmology
12	Nephrology	24	General Internal Medicine

(b) In the event a permanent, non-probationary employee is scheduled to be laid off, Temple shall inform the Association as soon as possible, but no less than two weeks, and meet and discuss if requested. Employees scheduled to be laid off will be transferred to a vacant bargaining unit position provided he/she has the skill, ability and qualifications for the position, without the necessity of posting. A position is considered to be vacant if there has been no offer made by Human Resources. If there are multiple openings, the affected employee will be given the opportunity to bid for an open position in accordance with Section 7. Upon request, employees scheduled to be laid off shall be given the opportunity to meet with a representative of Human Resources to identify and bid for positions within the University for which they may qualify.

Reassigned employees will be provided appropriate orientation and training to enable them to complete probation.

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

(d) Employees scheduled to be laid off shall be entitled to two (2) weeks notice or pay in lieu thereof.

#### Section 6 Recall from Lay-Off

(a) In reverse order of lay-off on a bargaining unit seniority basis to an open position, provided they have the requisite skill and ability to perform the job.

(b) An employee who declines the offer of recall to a position working the same number of hours as the employee worked at the time of lay-off shall forfeit further recall rights. An employee who accepts recall to a position working a reduced number of hours or to a department other than that from which they were laid off shall retain recall rights to a position working the number of hours at the time of layoff, and to the department from which they were laid off.

#### Section 7 Transfers/Promotions

(a) When a vacancy in a bargaining unit position occurs, and an employee (s) or applicant(s) are under consideration for such vacancy who have the ability and skill to fill the vacancy, Temple shall award the position to the employee or applicant with the greatest skill, present ability and prior job performance. Where there is no appreciable difference between the skill and present ability of such candidates Temple in accordance with its policy of continuing to attempt to award vacancies to incumbent employees shall award the position to the

incumbent employee with the greatest seniority, if practicable. Disposition under this provision shall be subject to the grievance and arbitration provisions of the Agreement.

(b) Employees may submit to Human Resources a bid for any for which they are qualified. Openings for bargaining unit positions not filled by transfers within the department or newly created jobs will be University will be posted for seven (7) calendar days. Jobs will also be posted on the University HR website. Each job posting shall include department/unit, and hours of the position.

(c) A copy of the job posting for bargaining unit positions that are posted by Human Resources will be forwarded to the Association.

(d) All bids must be submitted electronically to Human Resources. The bidder will be given a confirmation number for the bid submission.

(e) A successful bidder shall move to the awarded position within one (1) month after verbal notification of their acceptance by Human Resources. Employees not awarded such positions shall be notified in writing.

(f) Successful bidders and newly hired employees will not be eligible to apply for a transfer in accordance with (b) above for six (6) months.

(g) An employee who is disciplined or discharged during the evaluation period may utilize the grievance and arbitration provisions of this Agreement.

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

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

(i) Any employee selected by Temple for a promotion outside of the bargaining unit may be returned at the employee or Temple's option within six (6) months from date of promotion to a vacant bargaining unit position without loss of seniority or other service benefits or credits, provided he/she has the skill, ability and qualifications for the position.

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

## **ARTICLE 8 RATES OF PAY**

### Section 1

(a) Effective October 1, 2006, all Staff RNs shall receive an increase based on RN experience and applicable NATU wage rate salary table amount. The Staff RN's and Advance Practice RN's wage rate scale shall be increased by two percent (2%) across the board on this effective date. Employees shall also receive a 2% bonus, paid on the new base salary rate.

(b) Effective October 1, 2007, all Staff RNs shall receive an increase based on RN experience and applicable NATU wages rate salary table amount. The Staff RN's and Advance Practice RN's wage rate scale shall be increased by two percent (2%) across the board on this effective date. Employees shall also receive a 2% bonus, paid on the new base salary rate.

(c) Effective October 1, 2008, all Staff RNs shall receive an increase based on RN experience and applicable

NATU wage rate salary table amount. The Staff RN's and Advance Practice RN's rates shall be increased by two percent (2%) across the board on this effective date. Employees shall also receive a 2% bonus, paid on the new base salary rate.

(d) Effective October 1, 2009, all Staff RNs shall receive an increase based on RN experience and applicable NATU wage rate salary table amount. The Staff RN's and Advance Practice RN's rates shall be increased by two percent (2%) across the board on this effective date. Employees shall also receive a 2% bonus, paid on the new base salary rate.

## **ARTICLE 9 HOURS OF WORK**

### Section 1

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

(b) Temple will normally not schedule full-time (8hr/day) employees for more than five (5) consecutive days or less than two (2) consecutive days. Temple will normally not schedule employees for more than two (2) shifts in a week nor more than two (2) different shifts in four (4) consecutive days.

(c) It may be necessary to change the starting times or to establish new shifts. In such cases Temple will give the Association adequate notice of the change and Meet and Discuss on same.

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

(e) In the event employees are required to regularly work on weekends, the parties shall meet and discuss regarding the frequency and distribution of such work, with the goal of equalizing the distribution among qualified employees and minimizing the need for such work.

### Section 2

(a) Full-time employees shall be entitled to two (2) rest periods of fifteen (15) minutes each, one in each half shift; said rest periods shall be assigned by Temple to each employee. Employees who work a full half shift shall be entitled to one (1) such rest period.

(b) Meal Periods – An employee working a shift of eight (8) or more hours shall be entitled to an unpaid meal break of thirty (30) minutes. If circumstances prevent the nurse from taking the meal break, he/she shall be paid the appropriate rate of pay.

### Section 3

(a) If an employee reports for work on a scheduled shift, or is notified not to report with less than two (2) hours notice and no work is available for him/her, he/she shall receive four (4) hours of pay at his/her regular rate of pay.

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

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

#### Section 4

(a) In the event that employees are hired for variable schedules including weekends, work schedules showing the employee's shifts, work days and hours shall be posted at least two (2) weeks in advance and shall not be posted for a period of less than four (4) or greater than six (6) weeks, and shall not be varied except for emergencies or by mutual agreement by the employer and employee. Once posted, schedules shall not be changed to avoid the payment of overtime. Employees within a unit may exchange shifts within a posted schedule with the agreement of the Department Administrator.

It is understood that the weekly schedule of research nurses may occasionally vary from the standard work week as a result of the requirements of a specific study protocol. Such variation shall not require the posting of a schedule.

### **ARTICLE 10 OVERTIME**

#### Section 1

(a) Employees shall be paid one and one half (1-1/2) times their regular rate of pay for all authorized time worked in excess of forty (40) hours per week.

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

(c) Employees may request compensatory time off in lieu of overtime pay, and it must be used within seven (7) days whenever possible.

(d) Employees scheduled to work eight (8) hour shifts who work sixteen (16) consecutive hours shall be entitled

to one and one-half (1-1/2) times their regular rate of pay for the last eight (8) hours.

#### Section 2

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

(b) 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. Such assignments shall be made in inverse order of seniority on a rotating basis. Examples of unforeseeable emergency circumstances include, but are not limited to, a publicly declared emergency, a local weather event causing serious disruption to operations, internal emergencies related to a building or operating system failure, unforeseen increase in patient needs, call-off occurrences in a department which significantly affect the delivery of patient care.

(f) In the event an employee is mandated as described in (e) above, Temple shall provide NATU/PASNAP with the reasons thereto within the first twenty-four (24) hours. The form shall include the reason for overtime, the time the need became known.

Whenever possible, the affected employee will be alerted by management a minimum of two (2) hours of a potential requirement for an employee to remain on duty past his/her quitting time.

Section 3

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

**ARTICLE 11  
HOLIDAYS**

Section 1

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

- |                  |                           |
|------------------|---------------------------|
| New Year's Day   | Memorial Day              |
| Independence Day | Labor Day                 |
| Thanksgiving Day | Friday after Thanksgiving |
| Christmas Eve    | Christmas Day             |

Section 2

Three (3) additional personal holidays shall be taken at a mutually agreeable time and shall be requested at least fourteen (14) days in advance. Once scheduled, these days may be canceled only by the mutual consent of Temple and the Employee. Employees may request their personal holidays with less than fourteen (14) days notice. Requests shall not be unreasonably denied. Emergency requests shall be answered before the start of the shift.

Section 3

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

Section 4

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

Section 5

(a) In the event an employee is required to work on a holiday, he/she shall be paid time and one-half for all hours worked on the holiday and shall receive an additional day off at his/her regular rate of pay within thirty (30) days of the holiday or an extra day's pay at the same rate in lieu thereof, as determined by Temple.

Section 6

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

Section 7

If one 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 thirty (30) days of the holiday or an additional day's pay at the same rate in lieu thereof, as determined by Temple.

**ARTICLE 12  
VACATIONS**

Section 1

(a) Full-time employees shall be eligible for vacations with pay each year in accordance with the following schedule:

<b>Length of Full-Time Service as of July 1</b>	<b>Vacation</b>
Less than one (1) year but at least six (6) months	1-1/4 day for each month of service
One (1) year	Three (3) weeks
Eight (8) years	Four (4) Weeks

(b) Full-time Advanced Practice Nurses (CRNAs and Nurse Practitioners) shall earn vacations with pay each year in accordance with the following schedule:

<b>Length of Full-Time Service as of July 1</b>	<b>Vacation</b>
Less than one (1) year but at least six (6) months	1-2/3 day for each month of service
One (1) year	Four (4) weeks

Section 2

(a) Vacation schedules shall be established by Temple taking into account the wishes of eligible nurses and the staffing needs of Temple. Nurses shall submit their vacation requests in writing by March 15 for the months of July, August and September. Nurses, if they so elect, may also request in writing by March 15 for vacation for the months of October

through June on a seniority basis; otherwise one month's notice shall be required for vacation requests for October through June. Employees shall be granted vacation requests on a first come basis without regard to seniority after the March 15 selection.

(b) Where there is a conflict in choice of vacation time among nurses within a functional department, length of bargaining unit seniority will govern excepting that an employee who transfers into a department after the March 15 selection period may not bump another employee within that functional department who has already chosen their vacation period.

(c) Emergency vacation requests may be granted at the discretion of the University with less than one month's notice.

(d) Employees normally scheduled to work weekends who request at least one week's vacation shall be entitled to weekend vacation usage consistent with their normal weekend rotation. Employees scheduled for vacation will not be required to find replacements for weekend coverage.

Section 3

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

Section 4

No part of a nurse's scheduled vacation may be charged to sick leave. Vacation shall be taken each year and not accumulated. Nurses will not be compensated for vacation time not taken.

Section 5

Employees terminated involuntarily and employees who give three (3) weeks notice of voluntary termination shall be entitled to accrued vacation pay.

Section 6

Vacation shall be awarded at the end of each fiscal year. Employees reaching their eight (8) year anniversary shall have the vacation entitlement granted for the subsequent fiscal year adjusted on a pro rata basis.

During their first year of employment, and following three months of employment, employees hired from July 1 until September 30 will be permitted to borrow up to one week of vacation from their entitlement upon completion of the current fiscal year for use during the period January 1 through June 30. University payroll employees hired from October 1 through December 31 will be permitted to borrow up to one week of vacation from their entitlement upon completion of the current fiscal year for use during the period April 1 through June 30.

**ARTICLE 13  
HEALTH, WELFARE AND PENSION**

Section 1

(a) Upon enrollment at the Human Resources Department all active, full-time employees shall become eligible to elect one of the following benefit programs to be effective on the first day of the next month after their date of employment: Personal Choice, Keystone Health Plan East HMO, or Keystone of New Jersey HMO

- (b) Effective October 1, 2006, employees who elect basic health coverage shall have 15% of the premium for both Health and Prescription deducted from their pay.
- (c) October 1, 2007, employees who elect basic health coverage shall have 17% of the premium for both Health and Prescription deducted from their pay.
- (d) October 1, 2008, employees who elect basic

health coverage shall have 17% of the premium for both Health and Prescription deducted from their pay.

- (e) October 1, 2009, employees who elect basic health coverage shall have 17% of the premium for both Health and Prescription deducted from their pay.
- (f) Maximum monthly co-pays will not exceed the following:

Effective Date	Single	Family
10/01/06	\$ 63.25	\$167.47
10/01/07	\$ 75.56	\$200.06
10/01/08	\$ 89.62	\$238.08
10/01/09	\$100.71	\$266.65

(g) In the event Temple determines to switch its above-mentioned carriers, an equal (or greater) level of benefit must be maintained. Temple may elect to offer different options from a single carrier or a single option from a single provider.

(h) Eligible employees and their legal dependents who are covered by the Personal Choice Plan may participate in Temple TempleCARE Plan.

In the event the TempleCARE Plan is discontinued, the Union will be given thirty (30) days notice.

(i) Effective October 1, 2006, the co-pay for office visits will be \$10.00 per visit.

Section 2

Full-time, permanent employees shall be enrolled in the Temple Vision Care Program. Booklets explaining the Vision Care Benefits will be issued to employees.

Section 3

(a) Effective January 1, 1990, all eligible members of this bargaining unit shall be eligible to participate in the TIAA-CREF/Fidelity Defined Contribution contributory five (5) year vesting pension plan.

(b) Temple employees hired November 1, 1999 and thereafter, who participate in the TIAA-CREF contributory pension plan, Temple will match the employee's four and one-half percent (4-1/2%) contribution, in accordance with the following:

<b>Schedule of Employer Contributions:</b>	<b>Temple Match</b>
Up to and including 36 months of Plan participation	4.5%
37 <sup>th</sup> month up to and including 60 months of Plan participation	5.0%
61 <sup>st</sup> month up to and including 84 months of Plan participation	6.5%
85 months of Plan participation and greater	8.5%

(c) Effective January 1, 2004 all participants will be vested when they are active participants for three (3) years in the Defined Contribution Plan (TIAA-CREF/Fidelity).

Section 4

Part-time employees covered by this agreement shall be eligible on a pro rata basis only for the following benefits: holidays, vacation, paid sick leave, funeral leave and Jury Duty. Part-time bargaining unit employees shall be eligible for Health, Prescription, Vision and Dental Plans as full-time employees and shall pay the same co-pay as full-time employees for single coverage. Co-pays for family coverage shall be the difference in cost between single and family coverage plus the single co-pay.

Section 5

Eligible members of the bargaining unit shall be given the opportunity to purchase additional term life insurance at the prevailing rate equal to 1-1/2 times, 2 times, or 3 times his/her current salary up to a maximum of \$300,000 (in addition to the non-contributory insurance.) Such coverage shall be rounded up to the next thousand dollars. The amount of additional insurance coverage shall be increased automatically to take base salary increments into account on the effective date of such increments. After initial enrollment at the time of employment, any request for an increase in coverage must be submitted for approval to the insurance carrier with proof of medical evidence of insurability.

Employees not currently enrolled for 1-1/2, 2 or 3 times are subject to insurability provisions.

Section 6

(a) Full-time employees and their legally dependent spouses and children shall be enrolled in the Temple United Concordia Dental Program. Booklets explaining the Dental Program shall be issued to employees. Employees enrolled in this Program shall be entitled to enroll in the TempleCARE Program.

(b) The Dental Plan shall include the Orthodonture Rider. The coverage shall be effective for all eligible dependent children. This lifetime coverage is at the rate of fifty (50%) co-pay to a maximum of two thousand (\$2000) dollars.

(c) The Dental Plan shall include the Prosthetic and Periodontia Riders. The coverage shall be effective for all eligible dependent children. This lifetime coverage is at the rate of fifty (50%) co-pay to a maximum of two thousand (\$2000) dollars.

(d) Effective October 1, 2006, enrolled employees shall pay 25% of the premium of the coverage and plan elected.

(e) In the event Temple determines to switch its above-mentioned carrier, an equal (or greater) level of benefit must be maintained. Temple University may elect to offer different options from a single carrier or a single option from a single provider. Prior to making any change, Temple will Meet and Discuss with the Union

#### Section 7

(a) Temple will make available to employees in the bargaining unit a Prescription Drug Plan which allows employees to purchase generic drugs with a five dollar (\$5.00) co-pay and name brand drugs with a ten dollar (\$10.00) co-pay. Prescriptions may be purchased at any participating pharmacy.

#### Section 8

(a) Effective November 1, 2003, Temple shall provide its Sickness and Accident Plan of two hundred-twenty dollars (\$220) per week for eighteen (18) weeks for non-probationary full-time employees.

(b) As soon as practical, employees will be offered an opportunity to enroll in a voluntary short-term disability plan with one-hundred percent (100%) payment from the employee through payroll deduction.

#### Section 9

Long term disability may be purchased by a bargaining unit member to cover 60% of his/her monthly salary after six (6) months of continued disability. In no case shall the maximum be more than \$4,000 per month. Any bargaining unit member will contribute \$6.70 per year per thousand dollars of covered base

salary for this coverage, while Temple shall contribute the remainder.

#### Section 10

(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's current Policy with the following contribution rates: Single 20%, Spousal 60%.

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

#### Section 10

Employees shall be eligible to participate in Temple's EAP program.

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

#### Section 1 Shift Differential

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

(b) Employees working between 11:00 p.m. on Friday and 7:00 a.m. on Monday shall receive a weekend differential of five dollars (\$5.00) per hour for all hours worked.

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

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

## Section 2 Beeper Call

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

(b) An employee assigned to Beeper Call shall receive two dollars and twenty-five cents (\$2.25) per hour for weekday, weekend and holiday Beeper Call.

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

## Section 3 Staff On-Call

(a) A Staff RN who is required to carry a beeper and remain available for a designated period of time to report to the

University to work in accordance with department policy, is considered to be "on call."

(b) An employee who is assigned to be on call shall receive three dollars and fifty cents (\$3.50) per hours for weekday on call, and four dollars (\$4.00) per hour for weekend and holiday on call.

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

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

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

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

(3) May elect to take part or all of the following day off and may utilize available vacation or personal time or may elect to take such time off without pay.

The nurse must discuss his/her choice with the nurse manager to ensure that proper coverage can be maintained.

In the event that the employee elects to take part or all of the following day off without pay, the employee shall receive time and one-half (1-1/2) or the four (4) hour minimum for all hours worked while on call during the same workweek

**ARTICLE 15  
MANAGEMENT RIGHTS**

(a) Nothing contained herein shall limit or be construed to limit the powers, rights and authority of the Board of Trustees of the University for the entire management, control and conduct of the instructional, administrative and financial affairs of the University pursuant to the Temple University - Commonwealth Act, 24 P.S. §2510-1 et seq.

(b) In accordance with the rights established by Act 195, public employers shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion of policy as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

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

The parties recognize that none of the management rights enumerated above or any other management rights shall be subjects of bargaining or grievances.

(d) The rights of management are limited only as expressly limited by the language of this agreement, notwithstanding (or without regard to) any practices or customs that may now or in the future exist.

**ARTICLE 16  
GRIEVANCE PROCEDURE**

Section 1

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

Step 1 An employee having a grievance, and his/her local unit grievance representative, if requested, within ten (10) calendar days after it arose or should have been known to the employee shall be reduced to writing on grievance forms provided by Temple (which shall then be assigned a number by the Department of Labor Relations at the Association's request), signed by the grievant and his/her local unit grievance representative, and presented to the Department Head or designee and the Department of Labor Relations or designee.

A grievance so presented in Step 1 shall be answered in writing within five (5) working days after its presentation.

Step 2 If the grievance is not settled in Step 1, the grievance may, within ten (10) calendar days after the answer in Step 1, be presented in Step 2. A grievance shall be presented in this step to the Office of Labor Relations.

The Office of Labor Relations shall hold a hearing within ten (10) calendar days and shall thereafter render a decision in writing within five (5) days.

#### Section 2

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

#### Section 3

(a) Without waiving its statutory or management rights, a grievance on behalf of Temple may be presented initially at Step 2 by notice in writing addressed to the Association at its offices.

(b) When a disciplinary interview is scheduled a nurse shall have the right to have an association representative present at the meeting. If requested, the nurse will be given sufficient time to contact an Association representative. When a written complaint is received and an investigation is begun with the employee who has been identified as the subject of the complaint, the employee will be advised of his/her right to representation.

#### Section 4

An employee who has been suspended or discharged, or the Association on his or her behalf, may file within five (5) business days of the suspension or discharge a grievance in writing in respect thereof with the Office of Labor Relations at

Step 2 of the foregoing Grievance Procedure. The Association shall be notified on a timely basis of any suspension or discharge.

#### Section 5

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays, and may be extended by mutual agreement.

#### Section 6

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

#### Section 7

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

### **ARTICLE 17 ARBITRATION**

#### Section 1

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

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

Section 2

The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties.

Section 3

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

Section 4

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

**EXPEDITED ARBITRATION PROCEDURE**

Section 5

The parties agree that in some instances it is in their respective best interests to expedite certain grievances that are submitted to arbitration. Together, NATU/PASNAP and Temple University, shall meet with the American Arbitration Association to establish such an expedited arbitration. In an expedited arbitration hearing, upon request by either party, an arbitrator will hear the case within four (4) weeks of appointment and render an Award and Opinion four (4) weeks after the close of the hearing.

**ARTICLE 18  
SEPARABILITY**

This Agreement is subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders or regulatory commissions or agencies having jurisdiction.

If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

**ARTICLE 19  
RESIGNATION**

Section 1

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

Section 2

An employee 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 or termination. An employee who fails to work three full weeks after notice shall not receive payment for unused, earned vacation unless he/she extends his/her notice to work three full weeks. If notice is not given as provided above, an employee shall not be entitled to such payment, provided it was physically possible for the employee to have given such notice.

**ARTICLE 20  
NO STRIKE OR LOCKOUT**

Section 1

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

Section 2

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

Section 3

In addition to any other liability, remedy or right provided by applicable law or statute, should a picket (as defined in Section 1), strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of Temple or any other Temple affiliated facility during the term of this Agreement occur, the Association,

within twenty-four (24) hours of a request by Temple University, shall:

(a) Publicly disavow such action by the employees.

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

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

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

Section 4

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

**ARTICLE 21  
PERSONNEL PRACTICES**

Section 1 Minor Infractions

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

Section 2 Personnel Evaluations

The intent of the evaluation/performance development program is to establish and communicate, through cooperative effort, the goals and expectations for employees and their progress in meeting the same.

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. Evaluations shall not be subject to the grievance and arbitration procedures provided herein.

Section 3 Access to Personnel Files

Any employee and/or the Association, with the Employee's written consent, shall have the right to review the contents of the Employee's personnel file to determine any matter affecting such employee; however, the foregoing shall not apply to any pre-employment materials. Material addressing an individual's performance or conduct shall not be placed in the personnel file without being shown to the individual involved. Materials addressing an individual's performance or conduct which have not been shown to the individual may not be used as a basis of discipline.

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

**ARTICLE 22  
MISCELLANEOUS**

Section 1 Recreational and Cultural Facilities

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

Section 2

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

Section 3 Dependent Care and Medical Spending Programs

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

(b) In the event changes are made to the program during the life of this agreement, and/or other programs are instituted, the Hospital will meet with the Association within thirty (3) days to consider implementation of such, among other relevant topics.

Section 4 Local Unit Representative Committee

(a) The Local Unit Representative Committee may meet with representatives of Temple to discuss problems dealing with the implementation of this Agreement, questions relating to patient care and to discuss labor management problems that may arise. Such meet and discuss sessions will not be held more than every two months.

(b) The employees participating in such meetings will be compensated at their regular rate of pay if meetings are held during scheduled work time.

Section 5 Dependent Care

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

(b) In the event changes are made to the program during the life of this agreement, and/or other programs are instituted, Temple will meet with the Association within thirty

(30) days to consider implementation of such, among other relevant topics.

#### Section 6 Certification Fees

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

#### Section 7 Accrual of Vacation and Sick Time

An employee will only be entitled to accrue vacation and sick time when in a paid status.

### **ARTICLE 23 PAST PRACTICES**

All past practices are hereby eliminated, except as specifically incorporated in this Agreement and below:

- (1) Employees Blood Donor Club
- (2) Library Privileges

### **ARTICLE 24 PAID SICK LEAVE**

#### Section 1

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

### **ELIGIBILITY AND BENEFITS**

#### Section 2

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

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

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

#### Section 3

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

### **NOTIFICATION AND PROOF OF ILLNESS**

#### Section 4

To be eligible for benefits under this Article, a nurse who is absent must notify his/her supervisor at least two (2) hours before the start of his/her regularly scheduled work day if his/her starting time is from 6am to 10:59 pm and three (3) hours before the start of his/her regular scheduled workday if his/her starting time is from 11pm to 5:59 am, unless proper excuse is presented for the nurse's inability to call. Temple may require written certification by a physician or other proof of illness or injury hereunder. Nurses who have been on sick leave also may be required to be examined by the Temple Employee Health Service Physician or his/her designee, before being permitted to return to work.

**ARTICLE 25  
PAID LEAVE**

**ARTICLE 26  
LEAVES OF ABSENCE**

Section 1 Funeral Leave

(a) A nurse will be granted up to four (4) days (up to and including the day after burial) funeral leave with pay for absence necessary to attend the funeral of a member of the nurse's immediate family. The following are considered members of a nurse's immediate family: spouse, father, mother, child, sister, and brother. Nurses shall be granted up to three (3) days (up to and including the day after burial) with pay to attend the funeral of a father-in-law, mother-in-law or grandparent. Nurses shall be granted an absence of one (1) day with pay for attendance at the funeral of a grandchild, sister-in-law or brother-in-law. A nurse's supervisor shall be notified in advance before any such leaves are taken.

(b) In the event the employee cannot attend the funeral of a member of the immediate family, the employee shall be granted two (2) days of bereavement leave. One day of bereavement leave shall be granted for all other family members listed in (a) above.

Section 2 Jury Duty

A nurse who is called to jury duty shall be entitled to leave. Said nurse shall be paid the difference between his/her regular pay and the compensation for jury duty received from a court for no more than 20 days. A nurse 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 nurse was on jury duty and the compensation paid.

Section 1 Unpaid Leave

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

(a) FMLA Leave

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

(b) Extended Leaves

Upon expiration of FMLA nurses may request an extended leave for up to one year following the employee's last paid day of work. Medical documentation may be required where applicable. Such requests will not be unreasonably denied.

(c) Other Leaves

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

Section 2 Military Leave

Nurses will be granted military leaves of absence in accordance with applicable laws. In addition, nurses will be granted leaves of absence without pay to attend National Guard,

U.S. Reserve training camps, and other similar involuntary military obligations.

### Section 3 Association Involvement

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

### Section 4 Educational Leave

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

### Section 5

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

### Section 6

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

### Section 7

Employees on a Leave of Absence without pay under this article, for personal medical leave or Worker's Compensation, shall return to their same or similar position if available. If the position is not available the nurse 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 nurse is qualified the recall provisions of this agreement shall apply for one (1) year from 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.

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

### Section 1 In-Service Training and Education

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

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

(c) An employee may request excused time off without pay to attend conferences, seminars and workshops to further professional growth and advancement. When such attendance is required or approved by Temple, the employee shall attend without loss of pay and such reasonable fees and expenses shall be borne by Temple. Such requests shall not be unreasonably denied.

(d) When an employee attends an approved conference on his/her day off, the employee shall receive a per diem payment of one hundred dollars (\$100.00) in addition to any fees or expenses covered in (e) below.

(e) Seminars requested for professional growth and development must be related to the nursing field and be approved by the Administrator. For fiscal year 2007 (July 1, 2006 – June 30, 2007) six thousand dollars (\$6,000) for the entire bargaining unit will be made available for payment of fees for conferences and seminars. This amount will remain at least six thousand dollars (\$6,000) for each fiscal year during the term of the agreement but will be reviewed on an annual basis. Employees may use such funds for on-line CEUs required to maintain certification, upon proof of successful completion.

In addition to the above, advanced practice nurses shall be granted up to five paid days off per year and an allowance of up to \$2,000 per year for fees and approved expenses to attend continuing education programs required to maintain certification. The allowance may also be used for professional organization membership dues as well as accredited CME courses offered by correspondence and online, upon proof of successful completion.

(f) If a program is available within Temple University, employees will not be reimbursed for outside seminars.

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

(h) Temple will provide regularly scheduled CEU courses every month as a part of its in-service program. The topics of each will be announced at least six (6) weeks in advance. Attendance at in-services shall be requested and scheduled in advance so that coverage may be provided for the unit.

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

## Section 2

### College Tuition

(a) Employees shall be entitled to receive tuition remission benefits in accordance with University policy.

## Section 3 Certification Bonus

(a) Full-time staff nurses who have successfully completed their probationary period may be paid a certification allowance of \$2,000 per year (paid out at \$1,000 every June and December), upon certification/re-certification in a clinical specialty. The specialty certification must be germane to the nurse's assigned area of practice and be on the list set forth in Appendix B. To qualify for the allowance, the nurse must provide proof of successful completion of certification requirements. An allowance shall be limited to certification in one area. If a new certification is added to a job as a requirement after the date of this agreement, the Association and Temple will Meet to Discuss the addition of such certification to Appendix B.

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

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

(d) Temple will pay for the cost of obtaining a Prescriptive Authority License when required.

**ARTICLE 28  
LABOR MANAGEMENT COMMITTEE**

The Local Unit Representative Committee may meet with representatives of Temple to discuss problems dealing with the implementation of this Agreement, questions relating to patient care and to discuss labor/management problems that may arise. Such sessions will not be held more than every two months.

The employees participating in such meetings will be compensated at their regular rate of pay if meetings are held during scheduled work time.

**ARTICLE 29  
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from October 1, 2006 and shall remain in effect until and including September 30, 2010, and shall continue in full force and effect from year to year thereafter unless and until either of the parties hereto shall give to the other party notice in accordance with the applicable law, but in no event less than sixty (60) days written notice by certified mail, return receipt requested, prior to the end of the original term in 2010 or 60 days written notice prior to the end of any subsequent year, of an intention to terminate the contract at the end of the original term or at the end of the then current year.

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

NURSE ASSOCIATION OF  
TEMPLE UNIVERSITY  
NATU/PASNAP

TEMPLE UNIVERSITY OF THE  
COMMONWEALTH SYSTEM  
OF HIGHER EDUCATION

/s/ Jerry Silberman  
Chief Negotiator  
PASNAP Staff Representative

/s/ Sharon I. Boyle  
Chief Negotiator  
Assistant Vice President  
Human Resources

/s/ Rachel Shank, RN

/s/ Monica J. Washington, Esq.  
Manager of Labor Relations

/s/ Theresa Smigo, CRNP

/s/ Gregory P. Zimmaro  
Director of Human Resources  
and Administrative Services

/s/ Monika Burke, RN

/s/ Kathy Kostic  
Senior Administrator

/s/ Hannah Reimer, RN

**APPENDIX A****Wage Rates****Registered Nurse**

Years of Experience	Effective 10/1/06	10/1/07	10/1/08	10/1/09
0	28.60	29.17	29.76	30.35
1	30.43	31.04	31.66	32.29
2	31.63	32.26	32.91	33.57
3	32.53	33.19	33.85	34.53
4-7	33.54	34.21	34.89	35.59
7-10	34.14	34.87	35.52	36.23
10-15	35.88	36.60	37.33	38.08
15-20	37.10	37.84	38.60	39.37
20+	38.31	39.08	39.86	40.66

**Certified Registered Nurse Practitioner**

Years of Experience	Effective 10/1/06	10/1/07	10/1/08	10/1/09
0	38.21	38.97	39.75	40.55
1	40.10	40.90	41.72	42.55
2-4	42.00	42.84	43.70	44.57
4-10	43.26	44.12	45.01	45.91
10+	45.47	46.38	47.31	48.25

**APPENDIX B****NURSE CERTIFICATIONS**

American Association of Critical Care Nurses  
 Board of Certification for Emergency Nursing  
 National Intravenous Therapy Association  
 Oncology Nursing Certification Corporation  
 National Certification Board for Perioperative Nursing Inc.  
 American Board of Post-Anesthesia Nursing Certification  
 American Association of Diabetes Education  
 NAACOG-OB/Gyn  
 Addictions Nurse Certification  
 American Nurses Credentialing Center  
 National Certifying Board of Pediatric Nurse Practitioners and Nurses  
 Certifying Board of Gastroenterology Nurses and Associates  
 National Board of Certification of Hospice Nurses  
 Orthopaedic Nurse Certification Board  
 Nephrology Nurse  
 Dialysis Nurse  
 Society of Clinical Research Associates  
 Association of Clinical Research Professionals

## SIDE LETTER

A regular non-probationary TUH or TUCMC employee with a health system employment date prior to April 21, 2006 who accepts a position at Temple after April 21, 2006 shall be given a new employment date. Such employee, after successful completion of probation, shall be credited for their continuous years of service by retaining his or her last date of continuous employment at TUH or TUCMC for the purpose of vacation accrual.

Continuous employment reflects no break in employment incurred from earliest employment date at Temple, TUH or TUCMC.

Such employees who are participants in the Defined Contribution Pension plan will be grandfathered so that years of participation in the Plan while continuously employed at TUH or TUCMC will be credited to their Plan participation at Temple.

Employees hired from TUH or TUCMC with a TUH or TUCMC employment date after April 21, 2006 shall be considered newly hired employees at Temple University for all purposes.