



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**TEMPLE FACULTY PRACTICE PLAN
(TFPP)**

AND

**TEMPLE NORTH ANESTHESIA COALITION /
PENNSYLVANIA ASSOCIATION OF STAFF
NURSES AND ALLIED PROFESSIONALS
(T-NAC/PASNAP)**

January 5, 2023 – October 22, 2026

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A G R E E M E N T

AGREEMENT made and entered into this 5th day of January 2023, by and between TEMPLE FACULTY PRACTICE PLAN (hereinafter referred to as "TFPP"), located in Philadelphia, Pennsylvania, and the Temple North Anesthesia Coalition /PASNAP (T-NAC) (hereinafter referred to as "Association"), with principle offices located at One Fayette St., Suite 475, Conshohocken, Pennsylvania, 19428 acting herein on behalf of the employees of TFPP, 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, TFPP 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 TFPP as well as of its employees and the patients and to avoid interruptions and interferences with TFPP's operations and to set forth herein their Agreement covering rates of pay, hours of work and conditions of employment, and

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

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

ARTICLE 1 RECOGNITION

Section 1

TFP recognizes the Union as the sole collective bargaining agent for all full-time, regular part-time, and per diem Certified Registered Nurse Anesthetists employed by TFP, but excluding all other employees, supervisors, managers, and confidential employees.

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.

ARTICLE 2 MAINTENANCE OF MEMBERSHIP AND DUES CHECK OFF

Section 1 Maintenance of Membership

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

(b) 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 to the extent permitted by law if, during such period, the required dues and standard assessments have not been tendered.

Section 2 Check-Off

(a) Membership Dues

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

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

3. TFP 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.

4. Each month, no later than the fifteen (15th) of the month, TFP shall remit to the Union at its principal office, deductions made from the wages of employees for the preceding month, together with a list of all employees from whom deductions have been made and a listing of the deduction made from each employee. The report of dues deduction shall be provided electronically in a spreadsheet format.

Section 3

TFP will furnish the Union each month with the names of newly hired employees, their addresses, their employee identification numbers, classifications of work, department, their dates of hire, full time or part time status, shift and phone number, the names of terminated employees, together with their dates of termination, changes of addresses, or names reported by employees and names

of employees on leave of absence. Employees shall promptly notify TFP and the Union of changes in their addresses and names.

Section 4

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

Section 5

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

Section 6 Political Action Check Off

TFP agrees to enable voluntary contributions to the PASNAP PAC political advocacy fund through a payroll check-off provision. Upon receiving the check-off authorization, TFP shall deduct such funds from each payroll and forward such to PASNAP once per month along with a list of contributors, no later than the 15th of the following month. PASNAP agrees to indemnify and hold TFP harmless against any and all claims, demands or suits (including attorney's fees) that may arise out of or by reason of action taken or not taken by Temple for the purpose of complying with this provision.

Section 7 Agency Fee

(a) 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 permitted by law, 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.

(b) The Union shall provide TFP 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, TFP shall deduct the Fair Share fee in accordance with the schedule, as permitted by law, and promptly transmit the amount deducted to the Union.

(c) 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.

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

(e) TFP 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.

(f) TFP 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.

(g) The Union shall indemnify and save TFP 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 3
UNION ACTIVITY / VISITATION / AND BULLETIN
BOARDS

Section 1

No employee shall engage in any Union activity, including distribution of literature during the employee's working time or in working areas of any facility owned or operated by Temple University Health System ("TUHS") or any of its subsidiaries or affiliates (collectively, "the Company" or "Temple"), at any time.

Section 2

The Union will designate members to act as Shop Steward. The Shop Steward shall be given reasonable opportunity, from time to time, to investigate grievances and to process grievances. In every instance where such time is needed by the Steward, the Shop Steward shall inform the supervisor at least twenty-four (24) hours in advance before temporarily leaving his/her/their work station, barring emergency. However, this is a privilege, and should not be abused. Any abuse such as roaming, taking excessive time, or not limiting activities to Union matters shall be grounds for discipline. Any time taken by a Shop Steward pursuant to this Section will be unpaid, and a Shop Steward must swipe out if the Steward is performing Union activity outside established lunch or break times. As with other members of the bargaining unit, a Shop Steward conducting Union business on lunch or break time will not therefore receive additional lunch or break time.

Section 3

A duly authorized officer or representative of the Union, after first reporting and receiving permission of the VP of Human Resources or his/her duly authorized representative, shall have reasonable access to the bargaining unit employees' work areas at Company facilities at reasonable times for the purpose of administering the terms of the collective bargaining agreement. Such visits shall not interfere with the operations of the Company. The duly authorized officer or representative may not access non-public areas of the Company unless he/she is escorted by a person approved by management.

Section 4

The Company will provide two (2) specific bulletin boards that may be used by the Union for the purpose of posting only official Union notices. Unless specifically exempted under this Agreement, all materials to be posted upon such bulletin board shall first be submitted to the Department Head for approval.

Section 5

TFP will pay for time spent for the Grievance Chairperson or his/her designee to attend second level hearings on their day off. One-half hour will be added in advance of the scheduled hearing time to prepare for the grievance hearing.

Section 6

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

Section 7 Orientation

Temple shall make newly-hired employees available for a one half hour presentation by the Union during the employee's orientation period. If the employee is participating in a formal on-site group orientation, the Union's presentation may take place in person during the period of the on-site orientation. Otherwise, the Union's presentation may occur virtually.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in TFP, including, but not limited to the rights: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to utilize part-time, per diem, and temporary employees and volunteers; to hire employees, determine their qualifications and assign and direct their work; to assign on a temporary basis bargaining unit employees to non-bargaining unit positions; to promote, demote, transfer and layoff employees; to set the standards of productivity and the services to be rendered; to determine an employee's ability to perform assigned work in a satisfactory manner without the benefit of training; to determine the form of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, procedures, means and facilities by which operations are conducted; to set the starting and quitting time, the number of hours and shifts to be worked and the workweek; to require, schedule and assign overtime work; to establish and change work schedules and assignments; to use independent contractors to perform work or services or to subcontract regardless of whether this results in the reduction of bargaining unit positions; to close down or relocate TFP's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to require employees to submit to drug and/or alcohol tests and/or criminal background checks and/or driving record checks as requested by

TFP; to establish new job classifications and to determine job content; to control and regulate the use of machinery, facilities, equipment and other property of TFP; to introduce new or improved service, testing and maintenance methods, materials, machinery and equipment; to issue, amend and revise policies, rules, regulations and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of TFP and to direct TFP's employees.

TFP's failure to exercise any right, prerogative or function hereby reserved to it, or TFP's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of TFP's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2

No rules, customs, past practices or agreements, other than those expressly contained herein, shall limit or restrict TFP's right to determine the staffing requirements for work to be performed within the scope of this Agreement or the exercise of any other management right. No rules, customs or past practices which limit or restrict productivity, efficiency, the individual and/or joint working efforts of employees, the amount of work which an employee may perform or, in any other way, TFP's right to manage its business shall be permitted.

Section 3

In recognition of TFP's need for operational flexibility, supervisors, volunteers, other non-bargaining unit personnel and/or outside contractors also may perform work normally performed by employees covered by this Agreement.

Section 4

TFP and the Union, each having had full opportunity to discuss and bargain over the inclusion of every management right specified in this Article, agree that in any arbitration,

administrative or court proceeding, the arbitrator, administrative body or judge shall give full effect and recognition to each of the management rights agreed upon herein.

ARTICLE 5 NO DISCRIMINATION

Neither TFP nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, sexual orientation, transgender status, or being an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the job or activity in question. TFP and the Union will cooperate in the effectuation of the TUHS Affirmative Action Program.

ARTICLE 6 EMPLOYEE CLASSIFICATION

Section 1 Probationary Employees

Newly hired full-time and part-time employees and full-time and part-time employees who transfer into bargaining unit positions from a non-CRNA position shall be considered probationary for a period of ninety (90) calendar days from the date of employment or transfer, excluding time lost for sickness and other leaves of absence. Per diem employees shall be considered probationary until they have worked ninety (90) scheduled shifts. Temple, with the consent of the Union, may extend the probationary period of any employee for an additional thirty (30) calendar days. The termination or suspension of any probationary employee by Temple shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 2

Regular: Regular employees are employees who have successfully completed a probationary period. They are considered as employees who are regularly scheduled to work a normal work

week. A regular/full-time employee is eligible to receive full benefits subject to the terms and conditions of each benefit. A part-time employee will receive benefits on pro-rated basis.

Temporary: Temporary employees shall be defined as those employees who are neither regular full-time, nor regular part-time employees, and who work for TFP on a regular basis for a period not to exceed six months with no guarantee of on-going employment. Temporary employees may be used by TFP to replace regular employees when such regular employees are off due to illness or other absence or to supplement the workforce during periods of temporary staffing needs. Temporary employees are not part of the bargaining unit.

Per Diem: Per diem employees shall be defined as those employees who are neither regular full-time, nor regular part-time employees, who are available to work for TFP indefinitely on an “as-needed” basis.

The per diem CRNAs on staff at TFP as of the date of the ratification of this contract will have 180 days to offer TFP a minimum of one shift they are available to work. Per diem CRNAs who fail to do so will be notified that they are considered to have voluntarily resigned and TFP will sever their employment. Any per diem CRNA who complies with this requirement and any per diem CRNAs hired after ratification are required to offer TFP with a minimum of one shift they are able to work in every 90 calendar day period in order to remain employed. Per diem CRNAs will be afforded three months to provide TFP with their available time prior to the schedule publication. If TFP does not need the per diem CRNA to work on the shift offered, this will count as time worked for the purposes of this requirement. Also, any shift for which the per diem CRNA is scheduled, but is canceled by TFP (other than any cancellation that occurs at the request of the CRNA) shall be considered a shift worked for purposes of this requirement. Any per diem CRNA who fails to offer TFP with a minimum of one shift in every 90 calendar day period will be considered to have voluntarily resigned and TFP will sever their employment.

ARTICLE 7 SENIORITY

Section 1

The Company will provide the Union with a seniority list quarterly. The Union will notify the Company of any corrections on such list within thirty (30) days, and the parties will endeavor to work out any differences of opinion that may exist in this record.

Section 2

Seniority is defined as the length of continuous service of an employee with all entities of the Company combined.

Section 3

An employee's Temple seniority date is the last date of hire with any Company entity. For employees hired before the date of this Agreement, bargaining unit seniority dates are listed on Appendix A. For employees hired after the date of this Agreement, the Union seniority date will be the date the employee begins his/her/their probationary period in a bargaining unit position. If two employees have the same bargaining unit seniority date, the tiebreak with the last four digits of the employee's social security number with lower numbers getting higher seniority.

Section 4

An employee's continuous length of service and seniority shall be broken as a result of the following circumstances:

- A. Voluntary resignation or retirement;
- B. Discharge for cause;
- C. Absence from work for twenty-four (24) consecutive hours without notifying the Company unless the employee is subsequently excused by the Company or unless the

employee was unavoidably prevented from contacting the Company because of an extreme emergency;

D. Failure to return to work from layoff within seven (7) calendar days following delivery of notice by certified mail from the Company unless an extension is granted by the Company;

E. Failure to report to work on the first scheduled work day at the end of an approved leave of absence, including an approved FMLA leave;

F. Maintaining any employment while on FMLA leave or workers' compensation leave;

G. Layoff more than six (6) months.

ARTICLE 8 LAYOFF AND RECALL

Section 1

If the Company determines that it is necessary to reduce the number of employees in the bargaining unit, the Company shall seek volunteers to be laid off first. If there are insufficient volunteers, temporary employees shall be laid off first, then probationary employees, then full-time and part-time employees based on their bargaining unit seniority, provided that the remaining employees have the qualifications to perform the work that remains to be done.

Section 2

Employees scheduled to be laid off shall be entitled to at least three (3) weeks' notice when possible. TFP shall meet and discuss on such layoffs in advance of the initiation of the layoff when possible.

Section 3

An employee scheduled to be laid off will be made aware of CRNA vacancies at other TUHS facilities so that they may make application for employment.

Section 4

If the Company determines that it is necessary to fill a vacancy in a bargaining unit position from which employees were laid off, such employees shall be recalled in reverse order of their layoff, provided that they have the requisite skill and ability to perform the job.

Laid off employees shall be eligible for recall for a period not to exceed twelve (12) consecutive months or length of an employee's service, whichever is less.

Section 5

The Company will forward notification of the recall by certified mail, return receipt requested, and regular mail to the laid off employees' last known address. A return copy of the notification will also be sent to the Union. Within seven (7) calendar days of delivery or attempted delivery of the notice, the employee must notify the Company of his/her intention to return to work on the date specified in the recall notice and return to work on that date.

Section 6

An employee who fails to respond to a recall notice, refuses recall, or who fails to return to work on the date specified in the recall notice after providing the Company with notice of his/her/their intention to return, will be deemed to have abandoned employment and shall have no further recall rights. An employee who accepts recall to a position working fewer hours than the employee worked at the time of layoff shall retain recall rights to a position with additional hours for one (1) year following recall.

ARTICLE 9 NO STRIKE / NO LOCKOUT

Section 1

In consideration of TFP's commitment as set forth in Section 3 of this Article, the Union, its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, slowdown, work stoppage, picketing, hand-billing, boycotting (whether primary or secondary), public disparaging of TFP, Temple University Hospital Jeanes Campus, Fox Chase Cancer Center, or any other Temple University Health System subsidiary or location or any of their employees or officers, or any other economic action of whatsoever nature, or any interference with or interruption of work at any of TFP's operations.

Section 2

The failure or refusal on the part of any employee to comply with the provisions of this Agreement shall be cause for immediate discipline, including discharge, at the sole discretion of TFP. The failure or refusal by a Union officer, agent, representative, steward or committee member to comply with the provisions of Section 1 of this Article constitutes leading and instigating a violation of said Section 1, it being specifically agreed that the Union officers, agents, representatives, stewards and committee members, if employed by TFP, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 1 of this Article by reporting to work and performing work as scheduled and/or required by TFP.

In any arbitration proceeding contesting discipline imposed on an employee under Section 1 of this Article, the arbitrator's jurisdiction shall be limited to determining whether any conduct prohibited in Section 1 occurred and whether the employee(s) whose discipline is the subject of arbitration in any manner engaged in conduct prohibited by Section 1. If the arbitrator finds that the employee(s) in any manner engaged in conduct prohibited by Section 1, the arbitrator shall deny the grievance(s) giving rise

to the arbitration and shall have no authority to modify or alter the discipline imposed by TFP.

Section 3

The Company agrees that there shall be no lockout of employees during the term of this Agreement.

Section 4

In the event of an alleged violation of Section 1 of this Article by the Union or violation of Section 3 of this Article by TFP, TFP or the Union, respectively, may institute expedited arbitration proceedings regarding such alleged violation of Section 1 or Section 3, respectively, by delivering notice thereof by hand delivery or facsimile or electronic mail to the Union or to TFP and to the American Arbitration Association. Immediately upon receipt of such notice, the American Arbitration Association shall appoint an arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearing, give notice thereof by facsimile and hold the hearing within twenty-four (24) hours after the appointment.

The fees and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by TFP and the Union. The failure of either party or any witnesses to attend the hearing as scheduled and noticed by the arbitrator shall not delay the hearing and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Section 1 or Section 3 of this Article has occurred or is occurring and the arbitrator shall not consider any matter justifying, explaining or mitigating such violation.

If the arbitrator finds that a violation of Section 1 or Section 3 of this Article is occurring or has occurred, the arbitrator shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within

twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on TFP and the Union.

Section 5

In the event of an alleged violation of Section 1 or Section 3 of this Article to which Section 4 of this Article is applicable, TFP or the Union, respectively, may immediately apply to a court of competent jurisdiction for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

Section 6

In addition to any other remedy set forth in this Article, TFP, or the Union, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction located within the Commonwealth of Pennsylvania, an action against the other party for damages suffered as a result of conduct by the other party which constitutes a violation of this Article. The remedies set forth in this Article are not exclusive, and TFP or the Union may pursue whatever other remedies are available at law or equity.

Section 7

Upon notice from TFP of employee's violation of Section 1, the Union within one hour or as soon as reasonably possible but in no event more than one day shall: publicly disavow such action; and go to the site of the work stoppage or other action to advise participants that the work stoppage or other action is unauthorized, in violation of the current labor agreements and direct that the participants return to work.

ARTICLE 10 POLICIES AND PROCEDURES

Management will notify the Union of material changes in Company policies and procedures at least thirty (30) days in

advance of such changes. Upon request, TFP will meet and discuss with the Union regarding implementation of the changes.

ARTICLE 11 DISCIPLINE

Section 1

The Company shall have the right to discipline any employee for just cause.

Section 2

The Union shall be provided with copies of all written disciplinary notices received by the Human Resources Department. If a Union representative is not present when the disciplinary notice is issued, the notice shall be provided electronically to the Union at the email address the Union provides to Labor and Employee Relations Office.

Section 3

TFP may suspend an employee without pay during an investigation for up to five (5) working days for the employee involved. If TFP is not prepared to make a determination at that point, any remaining suspension shall be with pay. Return to paid status shall not prejudice TFP'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, employees will be reimbursed for regular pay lost beyond the first five (5) scheduled working days.

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.

Section 4 Just Culture

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

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

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

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

ARTICLE 12 GRIEVANCE PROCEDURE

Section 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 benefit plans must be raised only through the procedure provided by the plan.

STEP 1.

An employee(s) and/or the employee's local unit grievance representative, if requested, shall present a grievance in writing to the Labor and Employee Relations Department and discuss it with the employee's immediate supervisor within ten (10) calendar days after it arose or should have been known to the employee. The supervisor shall respond in writing to the employee and the local unit grievance representative, if requested, within ten (10) business days after presentation of the grievance.

STEP 2.

Grievances which concern the entire bargaining unit shall follow the normal grievance and arbitration process.

If the grievance is not settled at 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 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 hearing that shall not be limited to workdays. If a hearing is held, the grievance shall be answered within ten (10) business days following the hearing.

Section 2

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

Section 3

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

Section 4

When a disciplinary interview or a Labor and Employee Relations investigatory meeting which could lead to discipline of the interviewee is scheduled, an employee shall have the right to have a Union representative present at the meeting.

Section 5

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 and Employee Relations Department.

Section 6

An employee who has been suspended or discharged, or the Union on the employee's behalf, may file a grievance in writing in respect thereof with the Labor and Employee Relations Department at Step 2 of the foregoing Grievance Procedure. The Union shall be notified on a timely basis of any suspension or discharge.

Section 7

All time limits herein specified may be extended by mutual agreement in writing. Extension requests shall be initiated to and from the Grievance Chair or PASNAP Staff Representative and the Labor and Employee Relations Department.

Section 8

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

Section 9

In the event that the Union does not make a timely appeal at any level of the grievance procedure, the matter shall be deemed settled on the basis of the Company's last response when the Company has responded, in writing, in a timely manner. In the event that Company does not make a timely response at any level of the grievance procedure, the grievance shall be deemed denied and the time for the Union to proceed to the next step shall begin to run on the date that the Company's response was due.

Section 10

A grievance that affects a substantial number or class of employees may initially be presented at Step 2 by the Union. If the Union believes a grievance is a contract interpretation grievance, the grievance shall be submitted at Step 2 so that the Labor and Employee Relations Department may determine whether it should be heard at Step 2.

Section 11

Union participants at the second step grievance hearings may include, in addition to the grievant, the grievant's representative 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, the grievant's delegate, or the grievance chair, TFP will make reasonable efforts to release the employees from work for the purpose of the hearing. The Union shall provide to TFP in advance of the hearing the names of any witnesses, in addition to the grievant, whose presence is requested.

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

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 13 ARBITRATION

Section 1

A grievance that has not been resolved may, within thirty (30) working days after completion of Step 2 of the grievance procedure, be referred for arbitration by TFP or the Union to the American Arbitration Association (AAA). The Union must notify the VP of Labor and Employee Relations when it does so.

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

Section 2

The decision of the arbitrator shall be final and binding upon both parties and the employee.

Section 3

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

Section 4

Any arbitration will proceed in accordance with the voluntary labor rules of AAA. The fees and expenses of the arbitrator shall be borne equally by both parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 5

Only one (1) grievance shall be scheduled for the same arbitration hearing except by mutual agreement of the Parties.

Section 6

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

Section 7

Employees and TFP 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, TFP will make every effort to release the grievant including reassignment or rescheduling of other employees.

ARTICLE 14 PERSONNEL PRACTICES

Section 1 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 a

supervisor with knowledge of the employee's performance and electronically 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.

Section 2 Access to Personnel Files

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

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

Section 3 Video Cameras and Surveillance

TFP agrees that the installation of video surveillance cameras is intended for safety and security of the hospital grounds, patients and staff, and it is not intended to be used to surveil staff in order to initiate discipline. If video records are reviewed during investigation that could lead to discipline, such videos will be shared with the Union. TFP will notify the Union when and if cameras are added to operating rooms in which covered employees work. Cameras shall not be placed in break rooms intended primarily for the use of staff.

ARTICLE 15 UNIFORMS

Employees will not be entitled to a uniform allowance so long as they are using ScrubX or a similar program or are otherwise not required to launder their own scrubs and/or lab coats. If employees are required to purchase and launder their own scrubs, they will be paid a twelve dollar (\$12.00) per month maintenance allowance for clothing.

ARTICLE 16 PERSONAL TIME

Section 1

Effective January 1, 2024, full time employees hired at forty (40) hours per week shall receive twenty-four (24) hours of personal time each fiscal year. Effective January 1, 2024, employees hired at thirty-six (36) hours per week shall receive twenty-one point six (21.6) hours of personal time each fiscal year. Effective January 1, 2024, part time employees shall receive personal time each fiscal year pro-rated based on their actual hours paid in the previous fiscal year, not to exceed 21.6 hours. For their first year of employment, part-time employees shall receive personal time pro rated based on the number of hours they are hired to work. Per diem employees are not entitled to personal time.

Section 2

Personal time shall be scheduled in accordance with current practices.

Section 3

During the first year of employment, personal time shall be pro rated as shown below. Employees cannot use personal time during the first thirty (30) calendar days of employment.

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

Section 4

Beginning the fiscal year following an employee reaching 20 years of service based on their Temple seniority date, full-time employees will receive an additional eight (8) hours of personal time each fiscal year for employees hired to work forty (40) hours. Employees hired at thirty-six (36) hours per week shall receive an additional 7.2 hours of personal time each fiscal year.

Section 5

Employees shall use personal time not later than the last full pay period in the fiscal year.

ARTICLE 17 SICK LEAVE

Section 1

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

Section 2 Eligibility and Benefits

(a) Full-time or part-time employees who have completed the employee’s probationary period earn sick leave at a rate of up to eight (8) hours of sick leave for each full month of continuous service retroactive to the employee’s date of hire, pro rated based on their scheduled hours of work, not to exceed a total of eighty (80) hours per fiscal year. Per diem employees are not eligible for sick time.

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

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

(d) Sick leave shall be paid at the employee’s base rate of pay excluding premiums and differentials.

Section 3 Notification and Proof of Illness

(a) An employee who is absent must provide notice in accordance with the existing absenteeism guidelines.

(b) Temple may require written certification by a physician or other proof of illness or injury hereunder. Employees who have been on sick leave also may be required to be examined by the Temple Employee Health Service Physician or designee, before being permitted to return to work.

**ARTICLE 18
LEAVES OF ABSENCE**

Section 1 Family and Medical Leave

Employees will be entitled to leave under and will be required to abide by the provisions of the Family and Medical Leave Act (“FMLA”) as administered by the Company and/or its officially designated representative.

Section 2 Jury Duty

An employee must immediately inform his/her supervisor and submit a copy of the jury duty summons to his/her supervisor if called for jury duty. Full-time and regular part-time employees who have completed their probationary period will be paid their regular wages for the time lost. An employee is expected to work any time on his/her regular schedule when excused from jury duty or when jury duty permits, except that employees are not required to report to work on a day that they have jury duty if it would result in the employee working more than 12 hours including the time spent on jury duty that day.

Section 3 Unpaid Leave of Absence

A regular full time employee with a minimum of one (1) year of service with TFP may request an unpaid leave of absence for disability, education, family emergency or personal reasons. Each request will receive individual consideration by the employee's supervisor and must also have the approval of Human Resources. Each leave of absence must be for a stated period of time, not to exceed twelve (12) calendar months unless a longer period is required by law. An unpaid leave of absence under this section that is granted for a period of less than twelve (12) calendar months may be renewed up to a maximum period of one (1) year of total absence. Employees shall accumulate seniority during such authorized leaves of absences.

An employee who takes a leave of absence pursuant to this Section is not guaranteed re-employment, but will be given priority consideration for vacancies for which he/she qualifies. These openings may or may not be at the employee's prior pay level and status. An employee who fails to report for work on the first working day following the expiration of an authorized leave of absence will be deemed to have resigned his/her position as of the last day actually worked.

Leaves of absence taken pursuant to the Family and Medical Leave Act and military leaves of absence are governed by separate Articles in this Agreement rather than the terms of this Section.

Section 4 Military Leave

Military leave for the performance of duty with the United States Armed Forces, Military Reserves, or the National Guard will be granted in accordance with applicable laws.

Section 5 Bereavement Leave

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

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

Section 6 Educational Leave

With the permission of Temple, educational leaves to further professional growth and advancement shall be granted to full-time and regular part-time employees for up to twelve (12) months without pay with no loss of seniority, classification or other bargaining unit rights.

Section 7 Union Leave

An unpaid 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 that such leaves will not interfere with the operation of Temple.

Section 8

While on unpaid leave, an employee shall not be entitled to earn holiday pay, nor to accrue sick time or any other paid time off. An employee shall accrue seniority subject to the provisions of this Agreement. Except as provided under the FMLA or the provisions of certain disability plans provided for by this Agreement, all benefits shall cease while an employee is on unpaid leave, unless the employee makes arrangements to pay the full cost of such benefits under COBRA when available.

Section 9

As a condition of reinstatement following a leave of absence for illness, Temple may require the employee to be cleared to return to work by a health care provider of Temple's choosing.

Section 10

Except as provided in this Article, employees on leave shall not be permitted to work elsewhere during such leave without receiving approval in advance for activities which are not inconsistent with the purpose of the leave and will not have the effect of extending the leave of absence. Violators shall be terminated.

Section 11

An employee on unpaid leave shall retain access to employee self service on the same basis as active employees.

Section 12 Paid Parental Leave

TFP 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 TFP for at least twelve (12) consecutive months and have worked at least 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 legally-married spouse of a woman who has given birth to a 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.

ARTICLE 19 HOLIDAYS

Section 1

Effective January 1, 2024, employees who have completed their first thirty (30) calendar days of employment shall be entitled to holiday pay for the following holidays:

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

Per diem employees are not covered by this Article, except as provided in Section 5.

Section 2

Effective January 1, 2024, employees will receive eight (8) hours of holiday pay, which will be pro rated for employees who are scheduled for less than thirty-six (36) hours per week, 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 the employee is on vacation, paid sick leave, workers' compensation, or military leave not to exceed fifteen (15) calendar days.

Section 3

In order to be eligible for holiday pay, an employee must have worked the employee's 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 4

Effective January 1, 2024, employees who work on one of the holidays listed above, or on a holiday-listed above observed where the operating room is closed and only an on-call CRNA is required for staffing, will receive eight (8) hours of holiday time, which will be pro rated for employees who are scheduled for less than forty (40) hours per week, to be used within sixty (60) days.

Section 5

An exempt employee who is required to work on one of the holidays listed above, will be paid at a premium rate for all hours worked on the holiday. A non-exempt employee, including per diem, who works on one of the holidays listed above will be paid at time and a half their base hourly rate for all hours worked on the holiday. For purposes of determining when an employee is entitled to premium pay for working the holiday, the holiday shall

be considered to begin at the start of the first shift on the calendar day of the holiday.

Section 6

Effective January 1, 2024, if a holiday falls during an employee's vacation, the employee will be charged holiday pay not vacation for the day of the holiday.

Section 7

Employees will be paid at a premium rate for all hours worked on Juneteenth, but it will not be considered a holiday for purposes of scheduling, holiday pay or any other purposes.

**ARTICLE 20
VACATION**

Section 1

Employees who are hired on or before ratification of the Agreement will receive their 2023 vacation allotment in accordance with Section 6. Such employees will be permitted a one-time carry over of their existing vacation balances as of the last full pay period in December 2023. Such employees will begin accruing vacation in accordance with Section 2 effective with the first full pay period in January 2024, subject to the maximum accrual limit in Section 3. Employees who are hired on or after the date of ratification of the Agreement will accrue vacation from their first day of employment in accordance with Section 2.

Section 2 Full-time employees shall accrue paid vacation as follows:

Weekly Hours	Bi-Weekly Accrual
40 hours	6.16 hours
36 hours	5.54 hours

Accrual will be pro-rated for employees working less than thirty-six (36) hours per week. Per diem employees are not eligible for vacation time.

Section 3

Vacation time shall be scheduled in accordance with current practices. Except for prime weeks, vacation requests will be granted or denied within fourteen (14) days of the request. Vacation for prime weeks will be selected in the fall for the next calendar year. Employees will be broken into equal groups and each group will rotate picking order each year for prime weeks. The prime weeks and the selection dates will be announced by no later than September 30 each year.

Section 4

Beginning January 1, 2024, maximum vacation accrual shall be equal to one hundred and fifty percent (150%) of an employee's annual accrual. Employees will not be compensated for vacation time not taken.

Section 5

Effective January 1, 2024, employees who give at least ninety (90) days' notice of voluntary termination and actually work the notice period shall be entitled to be paid for accrued but unused vacation pay at the time of termination.

Section 6

For calendar year 2023, eligible employees will receive a total of 288 hours of paid time off based on scheduled hours (pro rated for employees who are scheduled for less than 40 hours) inclusive of vacation, holiday pay, personal days and conference days on their anniversary date in accordance in current practice.

ARTICLE 21 HEALTH, WELFARE AND PENSION

Section 1 Medical & Prescription

(a) Upon enrollment at the Department of Human Resources, all active full time employees and their eligible dependents shall become eligible on the first day of the next month following their date of employment for a medical and prescription drug plan. Employees shall contribute to the cost of the selected health plan (including prescriptions) on a pre-tax basis for single or family coverage at the contribution rate determined for the selected plan as follows: TempleCare shall be ten percent (10%) of the monthly premium, Advantage Plan shall be twenty percent (20%) of the monthly premium, and High Option plan shall be twenty-five percent (25%) of the monthly premium. Plan rates are subject to change at the beginning of the plan year, each January 1.

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

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

Section 2 Part –Time Employees

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

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

Section 3 Life Insurance

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

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

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

Section 4 Dental

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

Section 5 Disability

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

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

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

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

Section 6 Vision Care

Effective the first of the month following employment, eligible full-time and regular part-time bargaining unit employees shall be enrolled in the Temple Vision Care Program.

Section 7 Dependent Care & Flexible Spending Program

(a) Flexible Spending Account: Pre-tax employee contributions for health care expenses up to \$2,850 annually. Effective January 1, 2023, this number will increase to \$3,050. (Minimum \$200 per year)

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

Section 8 Carrier Changes

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

Section 9 Compliance with Affordable Care Act

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

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

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

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

Section 10 Contributory Defined Contribution Retirement Plan

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

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

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

(c) Vesting for this plan is three (3) years of service where the employee has worked at least 1000 hours per plan (calendar) year. Vesting credit received by employees under the

Hospital's former plans or Temple University Health System retirement plans will be applied toward this plan.

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

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

(f) Part-time employees scheduled fewer than twenty (20) hours per week and per diem employees may elect to contribute to this plan. Temple will only contribute to a covered employee's account once the employee has worked 1000 hours in the prior calendar year. Such payment will be made as soon as administratively feasible in the following calendar year.

Section 11 Tax Deferred Annuity Plan

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

ARTICLE 22 EDUCATION

Section 1

In light of employee's obligation to meet their required continuing medical education (CME) units in order to maintain their required certifications, which may occur at a variety of times during the year, including on nights and weekends for exempt employees, employees hired to work forty (40) hours per week are eligible for forty (40) hours per fiscal year conference time effective January 1, 2024. Employees hired to work thirty-six (36) hour per week are eligible for thirty-six (36) per fiscal year conference time

effective January 1, 2024. Part time employees shall receive conference time each fiscal year pro-rated based on their actual hours worked in the previous fiscal year, not to exceed 36 hours, effective January 1, 2024. Per diem employees are not eligible for conference time. Unused conference time will not be paid out and will not be carried over at the end of the fiscal year. Employees must request conference time at least six (6) weeks in advance.

Section 2

In the event a non-exempt employee is required to attend in-service sessions, such employees shall be paid for their attendance at their regular hourly rate. Required attendance shall be considered as time worked in the computation of overtime. If training required by the Company may be done via computer outside the workplace, and the Company authorizes this as an option, non-exempt employees who are not eligible for conference time shall be paid at their regular rate hourly rate, at the rate of one hour per CME unit, upon presentation of documentation to the Hospital.

Section 3

Employees are eligible for a CME bonus of \$1700 per fiscal year for fees and expenses to attend continuing education programs required to maintain their certification. Employees shall be paid the CME bonus within 90 days after providing documentation to show that they have completed at least 30 CMEs for that year. Per diem employees are not eligible for the CME bonus.

Section 4

Employees in the bargaining unit shall be eligible for tuition remission/reimbursement in accordance with Company policy on the same terms and conditions as and for so long as hourly, non-bargaining unit employees of the Company and any changes to the Company policy automatically apply to employees in the bargaining unit to the same extent that such changes apply to hourly, non-bargaining unit employees of the Company.

Section 5

Employees are eligible to be reimbursed for (a) one (1) Pennsylvania professional licensing fee or professional dues per annum and, if applicable, (b) their DEA licensure fee. All reimbursements must be submitted in accordance with TUHS's policies in effect at the time the reimbursement is sought. Per diem employees are not covered by this Section.

ARTICLE 23 HOURS OF WORK

Section 1

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.

Section 2

Staffing needs will be fulfilled with a combination of shift lengths determined by TFP.

(a) TFP will have the right to create new shift lengths or discontinue existing shift lengths based on operational needs. TFP will provide the Union with at least fourteen (14) days' notice if creates new shift lengths and will meet and discuss with the Union over the impact of the change on existing employees, if any.

(b) Overnight and holiday staffing will be covered by an in house on call CRNA.

(c) Employees generally will be scheduled to work a consistent combination of shift lengths (e.g., 3-12 hour shifts). Employees may be asked to work alternative shifts based on operational needs. In addition, TFP will have the right to change the length of an employee's scheduled shift on a temporary or permanent basis by providing at least sixty (60) days' notice to the employee in the event of a temporary change, except in emergency

situations where TFP will provide as much notice as possible, and ninety (90) days' notice in the event of a permanent change, unless the change was requested by the employee. Although the existence of an unfilled shift on the schedule due to the absence of an employee will generally not be considered an emergency, the inability to fill shifts due to lack of available staff, including per diem and locums, will be.

(1) Although the existence of an unfilled shift on the schedule due to the absence of an employee will generally not be considered an emergency. The following is considered an emergency:

a. An unforeseeable declared national, state or municipal emergency.

b. A highly unusual or extraordinary event which is unpredictable or unavoidable and which substantially affects the provision of needed health care services or increases the need for health care services. These events include: an act of terrorism; a natural disaster; and, a widespread disease outbreak.

c. Unexpected absences, discovered at or before the commencement of a scheduled shift, which could not be prudently planned for by an employer, and which could significantly affect patient safety.

(2) In addition, employees may be required to stay to complete a procedure in which they are engaged at the end of their scheduled shift.

(d) Employees may request an alternative combination of shift lengths if available, including if new combinations of shift lengths are created, which will be awarded based on seniority if more than one employee makes the request. Nothing in this Section prevents TFP from assigning employees a combination of

shifts lengths consistent with operational needs at the time that they are hired or transferred into a bargaining unit position.

Section 3

An on-call assignment is one in which the employee is assigned tasks on an as-needed basis. An in house on call assignment is one in which the employee is required to remain on the premises.

(a) Holidays will be covered by an on call CRNA.

(b) The on-call team may provide the manager with their preferred days for working 24-hour on-call shifts, but the final scheduling will be done by the manager.

Section 4

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

Section 5

Exempt CRNAs who are asked or are required to remain beyond the end of their normally scheduled shift to complete a procedure or work an additional shift shall be paid for additional hours at a premium rate for time in excess of their regular work hours for the week.

Section 6

Full-time employees shall be entitled to two (2) rest periods of fifteen (15) minutes each, when operations permit; said rest periods shall be assigned by Temple to each employee based on operational needs. Employees who work a shift of more than four (4) but less than eight (8) hours shall be entitled to one (1) such rest period when operations permit. Employees who work a shift of more than twelve (12) hours shall be entitled to an additional

such rest period when operations permit. Employees will not be entitled to additional pay for missed rest periods.

(a) Meal Periods – A non-exempt employee working a shift of eight (8) or more hours shall be entitled to an unpaid meal break of thirty (30) minutes when operations permit. If circumstances prevent the employee from taking the meal break, he/she shall be paid the appropriate rate of pay for all hours actually worked.

Section 7

If a non-exempt employee reports for work on his/her normal shift, or is notified not to report with less than twelve (12) 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.

Section 8 Scheduling.

(a) Employees may submit their preferences for days off by the first of each month for the schedule to be effect two months' later (e.g., by August 1 for the October schedule).

(b) Work schedules showing the employees' regular shifts, work days and hours shall generally be posted at least six (6) weeks in advance on the scheduling software. Employees within a unit may exchange shifts within a posted schedule with the agreement of the chief CRNA or their designee.

(c) After the full-time and part-time staff have been assigned to the schedule to work their regular shifts, per diem staff and locums may be added to the schedule to fill open shifts.

(d) A needs list will be posted at the same time as the schedule, showing all open shifts for the scheduling period which are known at that time. Assignments of open shifts shall be made from among full-time and part-time employees who have expressed interest through the electronic scheduling system, subject to the manager's right to assign per diem employees and locums employees. Approval of a shift from the needs list is not a

guarantee or work, and such shifts are subject to cancellation based on staffing needs.

(e) Non-exempt CRNAs who are asked or are required to remain beyond the end of their normally scheduled shift to complete a procedure or work an additional shift will be paid overtime at time and a half (1.5) of base hourly rate for all hours actually worked beyond forty (40) hours in a work week. For the purposes of calculating overtime, vacation and personal time will be counted as productive time.

(f) An availability list will be maintained and remain posted for the duration of the schedule for any shifts that remain unfilled.

Section 9

Temple 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 CRNA scheduled for cancellation possesses a specialty skill that is required:

1. Locums, except where payment is required
2. Per diem staff
3. Full-time and regular part-time staff working additional hours for which a premium rate is due
4. Full time and regular part-time staff working their regular scheduled hours

Section 10

Exempt employees may be permitted to leave work prior to the end of their scheduled shift (permitted early release hours) due to the fact they have completed their work without using paid time off.

Section 11

A shift differential of \$5.00 per hour will be paid for all hours actually worked between the hours of 7:30 p.m. and 6:59 a.m. by full-time and regular part-time employees. A weekend differential of \$3.00 per hour will be paid for all hours actually worked between the hours of 7:00 a.m. on Saturday and 6:59 a.m. on Monday by full-time and regular part-time employees. Entitlement to a shift differential or weekend differential will be determined by the scheduled starting and ending time of the shift and will not be impacted by any extension of the shift that occurs due to operational need. In addition, employees will not receive a shift differential or weekend differential for any shift for which the employee receives overtime or pay at a premium rate.

Section 12

If TUHS intends to implement a rotation of CRNAs to facilities other than Fox Chase Cancer Center or Temple University Hospital - Jeanes Campus, it will provide the Union with at least thirty (30) days' notice and meet and discuss with the Union over the effects of the rotation.

ARTICLE 24 ALCOHOL AND DRUGS

Section 1

The Company may require an employee to submit to alcohol and drug testing in accordance with its policy including for reasonable suspicion and post-accident testing. Failure to cooperate with testing shall result in immediate termination of employment.

Section 2

An employee who enrolls in the Commonwealth of Pennsylvania Professional Health Monitoring Programs' (PHMP), Voluntary Recovery Program (VRP) either on a voluntary basis or as a result of a positive test on a drug test, and on whom the VRP imposes

restrictions on narcotic administration or areas of practice, will be eligible to return to practice with narcotic administration restrictions under the following conditions:

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

2. The employee must provide their immediate manager, the VP of Labor and Employee Relations and the Occupational Health Services with a copy of the VRP Consent Agreement with the licensing board.

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

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

Section 3

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 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. The Company 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.

Section 4

In the event additional drugs are added to the drug test panel, the Union will be so advised. The Company will meet and discuss with the Union if so requested.

ARTICLE 25 WAGES

Section 1

Effective the first full pay period following ratification, employees in the bargaining unit, other than per diem employees, shall be placed on the wage scale in Appendix B based on their years of active practice under a CRNA license. The salary of exempt employees shall be based on their hired hours (for example, 40 hours or 36 hours) at the rates listed in Appendix B.

Section 2

Experience steps will be assessed initially as of the date of ratification and then as of the first full pay period each November thereafter. New hires will have their experience assessed as of the date of hire for purposes of placing the employee in the appropriate step.

Section 3

Effective the first full pay period in November 2023, employees in the bargaining unit, other than per diem employees, shall receive a two and three-quarter percent (2.75%) increase.

Section 4

Effective the first full pay period in November 2024, employees in the bargaining unit, other than per diem employees, shall receive a two percent and three-quarter percent (2.75%) increase.

Section 5

Effective the first full pay period in November 2025, employees in the bargaining unit, other than per diem employees, shall receive a two percent and one-half (2.5%) increase.

Section 6

The rate for per diem employees will be \$130.00 per hour effective the first full pay period following ratification. TFP will have the right to adjust the per diem rate upward. It will provide the Union at least thirty (30) days' notice of any planned adjustment and will meet and discuss with the Union upon request.

Section 7

The premium rate will be \$42.50 per hour in addition to the CRNA's base rate effective the first full pay period following ratification. TFP will have the right to adjust the premium rate upward. It will provide the Union at least thirty (30) days' notice of any planned adjustment and will meet and discuss with the Union upon request.

Section 8

Employees will be moved from the TPI payroll to the TFP payroll as soon as administratively feasible following ratification. Employees and the Union will be notified of the change at least seven (7) days in advance.

ARTICLE 26 BONUSES AND INCENTIVES

TFP, in its discretion, may offer incentives or bonuses to employees in the bargaining unit from time to time that are offered to hourly, non-bargaining unit employees of the Company. The Company will provide the Union with notice of the incentives at the time that they are offered.

ARTICLE 27 LABOR-MANAGEMENT COMMITTEE

Section 1

TFP and the Union shall establish a Labor-Management Committee to consider matters affecting the relations between TFP and the Union; provided, however, the Committee shall not engage in negotiations, nor shall the Committee consider matters properly the subject of a grievance.

Section 2

The Committee shall be composed of no more than four (4) Union representatives and up to four (4) representatives of management. The number of members may be adjusted by mutual agreement.

(a) The Committee may meet no more than quarterly, but no less than once per calendar year, at a time mutually convenient to the Union and TFP, unless otherwise agreed to by the parties.

(b) Committee meetings will be scheduled to not interfere with the OR schedule. No more than two (2) employees will be released from the OR to attend such meetings.

(c) The agenda shall be mutually determined and provided to all Committee members at least five (5) working days in advance.

ARTICLE 28 SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws not or hereafter in affect; and to the lawful regulations, rulings, and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws and regulations of the United States or of the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulations,

so long as same is in force and affect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 29 SCOPE OF AGREEMENT

During the negotiations resulting in this Agreement, TFP and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the applicable law imposes an obligation to bargain.

This Agreement contains the entire understanding, undertaking and agreement of TFP and the Union, after exercise of the right and opportunity referred to in the first sentence of this Article

This Agreement revokes all and every previous agreement, practice, privilege and benefit relating to the employees or any one or more of them covered by this Agreement, which were in effect prior to the execution of this Agreement. This Agreement and any amendments or supplements thereto become effective following ratification by the membership.

ARTICLE 30 TERM OF AGREEMENT

Section 1

This Agreement shall be in full force and effect from the date hereof until 11:59 p.m. on October 22, 2026, and from year to year thereafter, unless one of the parties to this Agreement serves written notice of its desire to amend or terminate this Agreement upon the other party not less than ninety (90) days before the expiration date or any anniversary date thereafter. The party serving such opening notice shall include with such notice a statement of its proposed changes. Should neither party serve timely notice upon the other party, the Agreement shall automatically renew for twelve (12) months from the expiration date.

Section 2

In the event the parties do negotiate for an amendment or termination of this Agreement, the Union agrees to provide TFP with a written notice with any intention to strike at least ten (10) days before any strike commences. This notice shall contain the date and time the strike shall begin, though the notice may be extended by written agreement of the parties. This requirement to provide a ten (10) day strike notice shall survive the expiration of this Agreement and any renewal or extension thereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by duly authorized officers and representatives as of this 5th day of January, 2023.

For TFP:

/s/ Cheryl DeVose
VP, Labor & Employee Relations

/s/ Jessenia Inchautegui-Williams
Director, Labor & Employee Relations

/s/ Albert D'Attilio
Director, Labor & Employee Relations

/s/ Michael-Malachi Cohen
Chief, Nurse Anesthetist, TUHS

/s/ Amanda Paul
Chief, Nurse Anesthetist, TFPP

/s/ Jarrett Handell
Chief, Nurse Anesthetist, TFPP

/s/ Frederick Berger
VP, Benefits & Retirement Admin

/s/ Lee Hasselbach
VP, Benefits & Retirement Admin

For the Union:

/s/ Andrew Gaffney
Field Director, PASNAP

/s/ Ryan Finley
Staff Representative, PASNAP

/s/ Bernadette Golarz
CRNA, T-NAC President

/s/ Jessica Eisenberg
CRNA, T-NAC VP

/s/ Nicole Emers
CRNA, T-NAC Grievance
Chair

/s/ Kristina Massari
CRNA, T-NAC Secretary

/s/ Chris Morgan
CRNA

/s/ Alexis Pepe
CRNA

**APPENDIX A
CRNA SENIORITY LIST**

Name	Descr	Temple Seniority Date
Auerbach,Brenda S	NURSE ANESTHETIST POOL	12/29/1994
Davis,Kimberly A	NURSE ANESTHETIST POOL	2/19/2002
Gaw,Diane	NURSE ANESTHETIST POOL	12/29/2003
Zalman,Josephine	NURSE ANESTHETIST	11/22/2005
Morgan,Christopher	NURSE ANESTHETIST	8/6/2012
Hammond,Kathleen Ann	NURSE ANESTHETIST POOL	7/8/2013
Massari,Kristina	NURSE ANESTHETIST	9/9/2013
Dlugosz,Barbara	NURSE ANESTHETIST POOL	9/23/2013
Emers,Nicole	NURSE ANESTHETIST	11/1/2013
Streletsky,Yelena S	NURSE ANESTHETIST POOL	12/1/2017
Schrenzel,Adam	NURSE ANESTHETIST	4/2/2018
Krop,Amy	NURSE ANESTHETIST POOL	9/3/2019
Eisenberg,Jessica L	NURSE ANESTHETIST	12/2/2019
Golarz,Bernadette A	NURSE ANESTHETIST	12/7/2020
Villamayor,Christopher P.	NURSE ANESTHETIST POOL	1/1/2021
Brown,Nicole J	NURSE ANESTHETIST	1/1/2021
Barnes,Eugene F	NURSE ANESTHETIST	1/1/2021
Wilson,Nicole C.	NURSE ANESTHETIST	1/1/2021
Trotter,Benita Ann	NURSE ANESTHETIST	1/1/2021
Hines,Anthony C.	NURSE ANESTHETIST	1/1/2021
Conroy,Eva	NURSE ANESTHETIST	1/1/2021
Kovalenko,Maryann C.	NURSE ANESTHETIST	1/1/2021
Pepe,H. Alexis	NURSE ANESTHETIST	1/1/2021
Shelkrot,Benjamin Louis	NURSE ANESTHETIST	1/1/2021
Smith,Karen	NURSE ANESTHETIST	1/1/2021
Plaku,Brunilda	NURSE ANESTHETIST	1/1/2021
Gayle,Jennifer	NURSE ANESTHETIST	1/1/2021

Fisher,Morgan	NURSE ANESTHETIST	2/1/2021
Passiotti,Danielle	NURSE ANESTHETIST POOL	5/17/2021
Ray,Tara D	NURSE ANESTHETIST	8/22/2021
Grytsulyak,Iryna	NURSE ANESTHETIST	9/19/2021
Edery,Florina	NURSE ANESTHETIST	11/14/2021
Smith,Nicole S.	NURSE ANESTHETIST	1/17/2022
Feliciano,Julia R	NURSE ANESTHETIST	3/21/2022

**APPENDIX B
CRNA WAGE SCALE**

CRNA Experience Years	Ratification	2023	2024	2025
0 up to 2	\$89.25	\$91.70	\$94.22	\$96.58
2 up to 4	\$91.50	\$94.02	\$96.61	\$99.02
4 up to 7	\$93.25	\$95.81	\$98.44	\$100.90
7 up to 10	\$94.40	\$97.00	\$99.67	\$102.16
10 up to 15	\$95.50	\$98.13	\$100.83	\$103.35
15 up to 20	\$96.50	\$99.15	\$101.88	\$104.43
20 or more	\$97.50	\$100.18	\$102.93	\$105.50

- Notes -

