

MEMORANDUM OF AGREEMENT – TECHNICIANS

This Agreement is made and entered into this _____, by and between The American Oncologic Hospital d/b/a Hospital of The Fox Chase Cancer Center (hereinafter referred to as “FCCC”, “Fox Chase,” “Employer” or “The Hospital”) and the Fox Chase RNs and Techs United/PASNAP (hereinafter referred to as the "Association" or “the Union”).

It is the intent and purpose of the parties hereto that this Agreement promote and improve mutual interest of Fox Chase as well as of its employees and the patients of the Hospital and to avoid interruptions and interferences with Fox Chase's operations and to set forth herein the parties Agreement covering rates of pay, hours of work and conditions of employment. It is also the purpose of this Agreement to continue 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. The parties therefore agree as follows:

ARTICLE 1 – RECOGNITION [TA 1/9/2024]

Section 1

FCCC recognizes the Union as the collective bargaining representative of the unit certified in case 04-RC-317846 consisting of full-time, regular part-time, and per diem technical employees employed by FCCC at its 333 Cottman Avenue, Philadelphia, PA facility in the following classifications:

ADV LPN	STAFF TECH, NUCLEAR MEDICINE/PET/CT
ANESTHESIA TECH	STAFF TECH, NUCLEAR MEDICINE/RESEARCH
ENDOSCOPY TECHNICIAN	STAFF TECH/CT SCAN
LGPN (LICENSED PRACTICAL NURSE)	STAFF TECH/HISTOLOGY
MEDICAL LAB TECHNICIAN	STAFF TECH/INTERVENTIONAL RADIOLOGY
OR SURGICAL TECH	STAFF TECH/MAMMOGRAPHY
RESPIRATORY THERAPIST	STAFF TECH/MRI
SIMULATION THERAPIST	STAFF TECH/RADIOLOGY
STAFF TECH/RADIATION THERAPIST	STAFF TECH/ULTRASOUND

The parties agree that the unit also includes Radiation Therapists employed by FCCC at its East Norriton and Buckingham locations.

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

When a new job classification is created within the bargaining unit, Fox Chase will notify the Union and shall bargain over the wage rate for the new position.

ARTICLE 2 – MANAGEMENT’S RIGHTS [TA 4/15/2024]

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 FCCC, 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 FCCC’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 FCCC; to establish new job classifications and to determine job content; to control and regulate the use of machinery, facilities, equipment and other property of FCCC; 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 FCCC and to direct FCCC’s employees.

FCCC’s failure to exercise any right, prerogative or function hereby reserved to it, or FCCC’s exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of FCCC’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 FCCC'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, FCCC's right to manage its business shall be permitted.

Section 3

In recognition of FCCC'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.

ARTICLE 3 – UNION MEMBERSHIP AND DUES CHECK OFF [TA 4/15/2024]

Section 1 Maintenance of Membership

(a) As permitted by applicable law, all employees covered by this Agreement who are members of the Union shall, as a condition of employment, remain members over the full duration of this Agreement. Any employee who becomes a member of the Union during the term of this Agreement shall, as a condition of employment, remain a members of the Union during the terms of this Agreement. Any new employee shall, as a condition of employment, become a member of the Union upon completion of thirty (30) days of continuous employment and shall remain a member of the Union during the term 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 their 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 their 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) Beginning no later than sixty (60) days following the latter of ratification of this Agreement and the Union's submission of information to FCCC regarding the structure of the dues deductions, FCCC will, upon receipt of a written authorization from an employee and 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.

(b) FCCC will 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.

(c) FCCC will 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.

(d) Each month, no later than the fifteen (15th) of the month, FCCC 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

FCCC 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 FCCC and the Union of changes in their addresses and names.

Section 4

On August 1st of each year, FCCC 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 agrees to indemnify and hold FCCC harmless against any and all claims, demands or suits (including attorney's fees) brought by third parties, including employees, that may arise out of or by reason of action taken or not taken by FCCC for the purpose of complying with this Article including the deduction of dues and fees.

Section 6 Political Action Check Off

Beginning no later than sixty (60) days following the latter of ratification of this Agreement and the Union's submission of information to FCCC regarding the structure of the deductions, FCCC agrees to enable voluntary contributions to the PASNAP PAC political advocacy fund through a payroll check-off provision. Upon receiving the check-off authorization, FCCC 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.

Section 7 Agency Fee

(a) All present employees who are not Union members, and who do not become and remain members in the future, shall, as permitted by law, as a condition of employment, effective the date of this Agreement, pay to the Union each month an Agency 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 FCCC with the name of each non-member who is obligated to pay an Agency Fee, the amount of the fee to be deducted from the salary or wages of each non-member, which shall be a percentage of the regular monthly dues payment. Beginning no later than sixty (60) days following the latter of ratification of this Agreement and the Union's submission of an Agency Fee deduction authorization, FCCC will deduct the Agency Fee in accordance with the schedule, as permitted by law, and promptly transmit the amount deducted to the Union.

(c) FCCC 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.

(d) FCCC 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.

ARTICLE 4 – UNION ACTIVITY/VISITATION/BULLETIN BOARDS [TA 2/8/2024]

Section 1

Except as provided in this Agreement, 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"), at any time.

Section 2

The Union will designate members to act as shop stewards/delegates. Delegates will be given reasonable opportunity, consistent with FCCC's operational needs, to investigate grievances and to otherwise carry out union business. In every instance when such time is needed, the delegate will first secure the permission of their immediate supervisor before temporarily leaving their work station. Any abuse such as roaming, taking excessive time, or not limiting activities to union matters shall be grounds for discipline. As with other members of the bargaining unit, a

delegate conducting union business on lunch or break time will not therefore receive additional lunch or break time.

Section 3

A duly authorized officer or staff representative of the Union, after first reporting and receiving permission of the VP of Human Resources or their 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 permission shall not be unreasonably denied. 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 escorted by a person approved by management.

Section 4 Bulletin Boards

FCCC will provide two (2) designated bulletin boards that may be used by the Union for the purpose of posting official Union notices.

Section 5 Orientation

FCCC will give newly-hired bargaining unit employees the opportunity to attend a thirty (30) minute 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 will take place in person during the period of the on-site orientation. Otherwise, the Union's presentation may occur virtually.

ARTICLE 5 – NO STRIKE NO LOCKOUT [TA 4/15/2024]

Section 1

In consideration of FCCC's commitment as set forth in Section 3 of this Article, the Union, its officers, agents, representatives, stewards, committeepersons 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, or boycotting (whether primary or secondary) of FCCC, or any other Company 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 FCCC's operations. This will not prevent the Union from engaging in informational picketing that is not designed to persuade any employee to cease working at any of FCCC'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 FCCC. 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 FCCC, 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 FCCC.

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 FCCC.

Section 3

FCCC 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 FCCC, FCCC 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 FCCC 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 FCCC 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 FCCC 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, FCCC 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, FCCC, 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 FCCC or the Union may pursue whatever other remedies are available at law or equity.

Section 7

Upon notice from FCCC 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 6 – EMPLOYEE CLASSIFICATION [TA 1/9/2024]

Section 1 Probationary Employees

New employees will be on probation for the first one hundred twenty (120) days after hire or transfer into a position in the bargaining unit, excluding time lost for sickness and other leaves of absence. The probationary period for part-time employees will be equivalent hours based on a 40 hour work week, but will not exceed six (6) months, excluding time lost for sickness and other leaves of absence. Per diem employees shall be considered probationary until they have worked 500 hours or twelve (12) months, whichever comes first.

FCCC may extend the probationary period of any employee for an additional thirty (30) calendar days upon notice to the Union. The termination or suspension of any probationary employee shall not be subject to the grievance and arbitration provisions of this Agreement. Upon satisfactory completion of the probationary period, bargaining unit seniority is dated from the first probationary day with FCCC. Subject to the above, and unless specified in the Agreement, all provisions of the collective bargaining agreement apply to probationary employees.

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.

Full-Time: Full time employees are employees who are hired to work thirty-five (35) hours or more per week.

Part-Time: Part time employees are employees who are hired to work an average of twenty (20) to thirty-four (34) hours per week over each pay period.

Temporary: Temporary employees are employees who are neither regular full-time, nor regular part-time employees, who work for FCCC on a regular basis for a period not to exceed six (6) consecutive months with no guarantee of on-going employment. Employees will be notified that they are being hired on a temporary basis at the time of hire. Temporary employees may be used by FCCC 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 and are not covered by this Agreement. If a temporary employee is hired into a bargaining unit position at the conclusion of their temporary employment, upon completion of their probationary period they will be granted bargaining unit seniority as of their original hire date as a temporary employee.

Per Diem: Per diem or pool employees are employees who are neither regular full-time, nor regular part-time employees, who are available to work for FCCC indefinitely on an “as-needed” basis.

ARTICLE 7 – SENIORITY [1/9/2024]

Section 1 Definition

(a) TUHS seniority is defined as the length of continuous service, in any status, of an employee with all entities of the Company combined since their most recent hire date. TUHS seniority may also be referred to as Accrual Service Date. TUHS seniority will be used for vacation accrual.

(b) Bargaining unit seniority is the total length of time an employee has been employed in a position covered by this Agreement since the employee’s last hire date.

(c) When two employees have the same bargaining unit seniority date, the employee with the lower last four digits of the employee’s social security number will be considered to have higher seniority.

(d) FCCC will provide the Union with a seniority list quarterly containing employees’ classification, status (full-time, part-time, per diem), and department.

Section 2

An employee will lose all seniority in the following circumstances:

- A. Voluntary resignation or retirement;
- B. Discharge for cause;
- C. Absence from work for two consecutive workdays without notifying FCCC unless the employee is subsequently excused by FCCC or unless the employee was unavoidably prevented from contacting FCCC 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 FCCC unless an extension is granted by FCCC;
- E. Failure to report to work at the end of an approved leave of absence, including an approved FMLA leave, unless an extension is granted by FCCC;
- F. Maintaining any employment outside of the Company while on FMLA leave or workers' compensation leave;
- G. Layoff more than twelve (12) months.

ARTICLE 8 – LAYOFF AND RECALL [TA 3/18/2024]

Section 1

If FCCC determines that it is necessary to reduce the number of employees within a job classification within a department, FCCC will seek volunteers to be laid off first. If there are insufficient volunteers, FCCC will lay off full-time and regular part-time employees in the impacted job classification within the department in reverse order of bargaining unit seniority.

For purposes of layoff and recall, the departments are:

3A-Medical Surgical	Radiology-Cat Scan
Anesthesiology	Radiology-Diagnostic Imaging
Endoscopy	Radiology-Mammography
Lab-Cancer Center	Radiology-MRI
Lab-Flow Cytometry	Radiology-Nuclear Medicine
Lab-Histocompatibility	Radiology-PET Imaging
Lab-Immunocytochemistry	Radiology-Special Procedures
Operating Room	Radiology-Ultrasound
Outpatient Infusion	Respiratory Care
Radiation Oncology	

An employee who has less seniority may be retained due to special training, knowledge or ability. If this occurs, FCCC will state the reason in writing to the Union and the affected employee.

Section 2

Employees scheduled to be laid off will be entitled to four (4) weeks' notice or pay in lieu thereof.

Section 3

A non-probationary employee who is scheduled to be laid off from a department may bid for a posted, vacant position for which the employee is qualified. The position will be awarded in accordance with Article 9 – Vacancies and Transfers. If the employee does not successfully complete the evaluation period and the employee is unable to find another position for which they are qualified, the employee will be laid off.

Section 4

If FCCC determines that it is necessary to fill a vacancy in a job classification in a department from which employees were laid off, such employees shall be recalled in reverse order of their layoff.

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

Section 5

FCCC will forward notification of the recall by certified mail, return receipt requested, and regular mail to the laid off employees' last known address. A copy of the return receipt 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 FCCC of their intention to return to work on the date specified in the recall notice and return to work on that date unless an extension is granted by FCCC.

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 FCCC with notice of the employee's 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 will retain recall rights to a position with additional hours for one (1) year following recall.

ARTICLE 9 – VACANCIES AND TRANSFERS [TA 2/15/2024]

Section 1

This Article shall apply to transfers into positions within the bargaining unit and to promotions to positions within the bargaining unit at a higher pay grade. This Article does not apply to promotions or transfers outside the bargaining unit, which are at the Company's sole discretion.

Section 2

When a position becomes available, it will be posted electronically for seven (7) consecutive calendar days and simultaneously emailed to employees assigned to the unit. Employees may apply for posted positions using the Company's online application system.

Section 3

The position will be awarded to the employee within the same department who has the greatest skills, ability, job performance and qualification, including certifications and specialized training, of the applicants. If all factors are equal, the position will be awarded to the employee within the same department who has the greatest bargaining unit seniority.

Section 4

If no employee in the same department applies for the position, FCCC will award the position to the bargaining unit employee or external applicant who has the greatest skills, ability, job performance (if applicable) and qualification, including certifications and specialized training, of the applicants. If all factors are equal, the position will be awarded to the bargaining unit employee who has the greatest bargaining unit seniority, as long as they are qualified for the position. Employees interviewed will be notified in writing if not selected.

Section 5

A change in scheduled work hours (including a change in the employee's assigned shift length) or scheduled work days will not be considered a transfer and is not required to be posted as provided for in Section 1, but will be subject to supervisory approval based on operational need. If an employee wishes to change their scheduled work hours or work days or reduce the number of hours they are scheduled to work, the employee will submit a request to their department manager outlining the requested change. FCCC will make an effort to honor the request when consistent with operational need, provided that the employee continues to work the minimum hours required to maintain their status (full-time, part-time, per diem).

Section 6

Any transfer of bargaining unit employees to a different position under this Article will take place as soon as practicable based on FCCC's operational need. The transfer will occur within sixty (60) calendar days unless the delay is related to the need for compliance documentation. An employee who transfers to a different position in the same department will not be required to serve an evaluation period.

Section 7

Employees cannot transfer to a position outside of their department for twelve (12) months after their hire date. FCCC may, but is not required to, waive this restriction if the new hire is the only qualified employee that applies for the open position. An employee who transfers to a position in another unit, is not eligible to apply for another bargaining unit position for six (6) months.

Section 8

An employee with a written warning or greater discipline that is considered active for purposes of progressive discipline in accordance with Article 11 is not eligible to transfer to another position.

Section 9

An employee who is transferred to a bargaining unit position in another department pursuant to this Article will serve a ninety (90) calendar day evaluation period in their new position. If the employee does not successfully complete the evaluation period, the employee will be returned to their former position, if vacant, or an equivalent bargaining unit position in their former department for which they are qualified, if available. If an applicable position is not available, the employee will be considered laid off and placed on recall.

An employee who is disciplined or discharged during the evaluation period for disciplinary reasons will continue to be able to utilize the grievance and arbitration provisions of this Agreement.

The decision to remove an employee from their position for failure to successfully complete the evaluation period will not be subject to the grievance and arbitration provisions of this Agreement unless there is no available bargaining position for which the employee is qualified. In any arbitration permitted under this paragraph, the Union will bear the burden of proof, the only question before the arbitrator will be whether FCCC followed the practices within the unit for assessing employee performance in their new position, and the arbitrator will have no authority to substitute the arbitrator's judgment for that of FCCC in determining the qualifications of the employee in their new position.

Section 10

An employee who transfers to a bargaining unit position in another department may voluntarily return to their previous position within sixty (60) calendar days of their transfer date, if the position is still available. If the employee returns to their previous position, they cannot apply for another transfer outside of their department for twelve (12) months from the date they return. If their position, or an equivalent bargaining unit position in their former department for which they are qualified, is not available, the employee may choose to be considered laid off and placed on recall.

An employee who is transferred to another department may be returned to their previously-held position at the request of FCCC for reasons other than their failure to successfully complete the evaluation period provided for in Section 9 within sixty (60) calendar days following the transfer, provided a vacancy exists in their former department. An employee who is returned to a former department by FCCC for reasons other than their failure to successfully complete the evaluation period provided for in Section 9 will be given the reasons for the decision and may appeal through the grievance and arbitration procedure.

Section 11

If it is necessary to close or reduce a department or unit, FCCC will follow the provisions of Article 8 Layoff and Recall.

ARTICLE 10 – NO DISCRIMINATION [TA 10/31/2023]

Neither Fox Chase nor the Union will discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, sexual orientation, gender identity, union membership or non-membership, disability, or any other basis protected by federal, state or local law.

ARTICLE 11 – DISCIPLINE [TA 5/24/24]

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

Minor infractions (written warnings and below) will not be considered for purposes of progressive discipline after one (1) calendar year if the employee does not receive any other disciplinary infractions during that year. After one (1) calendar year, a disciplinary infraction will not prevent an employee from transferring under Article 9 (Vacancies and Transfers).

Section 4

The parties recognize that the principle and practices of Just Culture are beneficial for employee morale, improving patient outcomes and reducing errors. Accordingly, the parties agree that the Just Culture algorithm should be consulted by management in determining whether disciplinary action is warranted in appropriate cases (including events that impact patient safety). The Union recognizes that the results of the Just Culture model and algorithm shall have no binding effect on FCCC's right to impose discipline under this Agreement and the results of the Just Culture model and algorithm may not be introduced at any grievance arbitration. The parties agree that the deciding factor is whether the resulting discipline is for just cause.

Section 5

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

ARTICLE 12 - PERSONNEL PRACTICES [TA 4/24/2024]

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. The parties agree that evaluations are intended as a development tool and will not be the basis of employee compensation. Any employee who is aggrieved by the content of such evaluation shall have the right to place a written response in the employee's 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. Materials addressing an employee's performance or conduct that have not been shown to the employee may not be used as a basis for 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 ten (10) 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

FCCC 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 an investigation that could lead to discipline, such videos will be shared with the Union. Cameras shall not be placed in break rooms intended primarily for the use of staff.

ARTICLE 13 – GRIEVANCE PROCEDURE [TA 12/5/2023]

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 health and welfare (including medical, dental,

vision, prescription, disability, life insurance) or retirement benefit plans must be raised only through the procedure provided by the plan.

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

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

STEP ONE: An employee(s) and/or the local Union representative, if requested, shall present a grievance in writing to the Labor and Employee Relations Department 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 will respond in writing to the employee and the local Union representative, if requested, within ten (10) business days after the presentation of the grievance.

STEP TWO: If the grievance is not settled at Step One, the grievance may, within ten (10) calendar days after the answer in Step 1, be presented in Step Two. 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 the hearing that shall not be limited to work days. If a hearing is held, the grievance shall be answered within ten (10) business days following the hearing.

Section 2

The Union shall be provided with copies of all disciplinary actions. All such notices will be provided in writing. Providing a copy to the delegate will be considered providing it to the Union. 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 3

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 4

Failure on the part of FCCC to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step. 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 the 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 5

If no appeal is taken within the time limits specified in this Agreement, the grievance will not be considered subject to the grievance and arbitration provisions of this Agreement.

Section 6

An employee who has been suspended or discharged, or the Union on the employee's behalf, may file a grievance at Step 2. A grievance that affects a substantial number or class of employees may initially be presented at Step 2. 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 initially heard at Step 2.

Section 7

Union participants at the second step grievance hearings may include, in addition to the grievant, the grievant's local union representative, a PASNAP staff representative, the grievance chair, and fact witnesses to the events, if any. Any grievance hearings will be held at mutually agreeable times. The Union shall provide to FCCC in advance of the hearing the names of any witnesses, in addition to the grievant, whose presence is requested.

Section 8

If the agreed-upon time occurs during the working hours of a grievant, the grievant's delegate, or the grievance chair, FCCC will make reasonable efforts to release the employees from work for the purpose of the hearing. 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 will be limited to one (1) employee from the class, unless staffing allows for additional members of the class to be released.

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 and may not be called by the Union as a witness in any other proceeding pertaining to the grievance attended.

ARTICLE 14 – ARBITRATION [TA 12/5/2023]

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 FCCC 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 FCCC and the Union may request mediation to resolve the grievance.

Section 2

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 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

Employees and FCCC 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. A nightshift employee will 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, FCCC will make every effort to release the grievant including reassignment or rescheduling of other employees.

ARTICLE 15 – LABOR-MANAGEMENT COMMITTEE [TA 1/9/2024]

Section 1

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

Section 2

The Committee will be comprised of no more than three (3) Union officers or staff representative and three (3) employee Union representatives and no more than six (6) Company representatives. The number of members may be adjusted by mutual agreement.

Section 3

The Committee may meet at mutually convenient times no less than quarterly, unless otherwise agreed by the parties, and may convene a meeting at the request of either party. The agenda will be mutually determined and provided to all Committee members at least five (5) working days in advance.

ARTICLE 16 - HOURS OF WORK [TA 5/24/24]

Section 1

(a) Employees are scheduled to work the number of hours for which they are hired on a weekly basis, excluding eligible bargaining unit pool employees.

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

(c) Staffing needs will be fulfilled with a combination of shift lengths determined by FCCC. FCCC will have the right to create new shift lengths or discontinue existing shift lengths based on operational needs. FCCC will provide the Union with at least twenty-one (21) days' notice if it creates new shift lengths and will meet and discuss with the Union the impact of the change on existing employees, if any. When shift lengths are being changed for current employees and schedules cannot be adjusted through the use of volunteers, employees will be assigned to new shift lengths by seniority when consistent with operational needs.

(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 12:00 a.m. Sunday and end at 11:59 p.m. Saturday.

(e) Weekend scheduling will continue in accordance with current practice in each department except as provided for in this Section. Employees, except for pool employees and those who are specifically hired to work a schedule that includes weekends, may be required to work no more than every other weekend. This does not apply to weekends that are worked as part of any holiday rotation, make-ups for call outs on scheduled weekends, or emergency situations. The parties recognize that there are departments that currently work less than every other weekend, and such weekend rotation may continue when operationally feasible. If FCCC

wants to change the number of weekends required by staff in any department, FCCC will provide the Union with notice of at least one full scheduling period and will meet and discuss with the Union the impact of the change on existing employees upon request.

- (f) Employees may be hired specifically to work a schedule that includes weekends.

Section 2 Meal and Rest Periods

(a) Employees will be permitted to have two (2) rest periods of fifteen (15) minutes during a shift of eight (8) hours or more when department operations permit. Employees who work a shift of twelve (12) hours or more will be entitled to an additional fifteen (15) minute rest period when operations permit. Employees will not be entitled to additional pay for missed rest periods.

(b) An employee working a shift of eight (8) hours or more will be entitled to an unpaid meal break of thirty (30) minutes. If circumstances prevent the employee from taking a meal break, the employee must attempt to notify their manager/supervisor before the end of the shift when operationally feasible and provide the reasons the employee was unable to take the meal break. The manager may explore the ability for the employee to take a break or authorize payment at the appropriate rate of pay if no meal break is possible. With supervisory approval, employees may bundle one or more breaks with their lunch period.

Section 3 Notification of Advanced Cancellation.

(a) When no work is available and it is necessary to cancel an employee's shift before it starts, FCCC will make a good faith attempt to provide the employee at least ninety (90) minutes notice before the start of their scheduled shift.

(b) If an employee is notified less than ninety (90) minutes before the start of their scheduled shift that there is no work available and the employee reports for work on their regular shift, but no work is available for the employee, they will receive two (2) hours of pay at their regular rate of pay (including any applicable shift differential) unless the employee volunteers to have their shift cancelled.

(c) For purposes of this Section, an employee will be deemed to have been notified by FCCC, if FCCC and/or the RMC telephoned and left a voice message or sent a text message not to report at the telephone number supplied to FCCC by the employee for this purpose. The time stamp in the manager's/RMC's phone will be considered proof of notification.

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

Section 4 Scheduling

(a) Work schedules for a calendar month showing the employee's shifts, work days and hours and call assignments, where applicable, will be posted no later than the 10th of the previous month. In departments that currently utilize a six-week schedule, the schedule will be

posted at least three (3) weeks in advance. Schedules will be dated at the time they are posted. Employees within a unit may exchange shifts within a posted schedule with the agreement of the manager.

(b) Open shifts shall be posted no later than the same time the schedule is posted.

(c) Employees will not be involuntarily scheduled to work for more than 120 hours in a two (2) week pay period. On-calls hours, voluntary additional shifts or hours, and extensions of shifts will not be subject to this limitation.

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

(e) Once the final schedule is posted, it will not be changed without the employee’s agreement. The parties recognize that in extraordinary circumstances, such as unforeseeable declared national, state or local emergency, natural disaster, or widespread disease outbreak, it may not be possible to follow the final schedule. In such extraordinary events, FCCC will first attempt to make such adjustments by use of volunteers.

Section 5 Cancellation

(a) FCCC maintains discretion to reduce staff on the basis of operational and economic considerations. Volunteers will be accepted, and then the order of cancellation will be as follows unless the employee scheduled for cancellation possesses a specialty skill that is required:

1. Non-blocked agency
2. Staff working overtime
3. Part-time employees working additional hours
4. Pool employees
5. Employees working their regularly-scheduled hours by rotation within each unit based on the last date of cancellation as long as qualified staff remains.

(b) If two or more employees with the same qualifications have requested voluntary cancellation on all or part of a shift, voluntary cancellation will be granted on a first come, first served basis.

(c) Involuntary cancellation for all or part of a shift will be credited as a cancellation for purposes of rotation.

(d) If an employee has been canceled for any number of hours of their regular shift (“pushed back”) the employee will not be subject to further involuntary cancellation for the remainder of that shift. If there is a need for an additional “push back,” the employee will be given the option to be canceled for the remainder of the shift.

(e) If an employee has started work and is involuntarily canceled, the employee will not be required to return for the remainder of the employee’s scheduled shift unless the employee is scheduled on call.

(f) A record of involuntary cancellations will be maintained by FCCC and will be made available to employees for review upon request with reasonable advanced notice. (h)

(g) Employees who are canceled may elect to use benefit time or take such time without pay.

Section 6 Reassignment

(a) Employees may be reassigned during their shift to any department for which they have the required skills and qualifications. If reassignment of staff is necessary, FCCC will solicit qualified volunteers from within the department for reassignment from among the staff currently working. If there are not sufficient volunteers, agency will be reassigned first, then qualified pool employees shall be reassigned prior to other eligible staff.

(b) When an employee is reassigned they will be given assignments for which they have the necessary skill and ability.

(c) An employee temporarily assigned to perform work in a higher classification or temporarily assigned to act in a lead role will be paid at the higher rate of pay for their actual time worked in that role once they have served in that role for a minimum of two (2) consecutive shifts.

Section 7 Self Scheduling

(a) Units which use self scheduling may continue to do so for regular hours and the development of on-call schedules.

(b) On units that use self scheduling, FCCC will set the schedule guidelines consistent with the unit’s census, patient acuity and FTE needs to maintain optimum patient care standards. FCCC reserves the right in its discretion to modify such guidelines consistent with operational needs.

(c) Schedules submitted to the manager shall be fair, complete and balanced and must satisfy the established guidelines. The manager may revise the schedule as needed. The manager shall have the final authority over the schedule.

(d) On departments that use a scheduling committee or a bargaining unit employee as a scheduler, each employee who does the scheduling will receive up to three (3) hours total per schedule period with pay to prepare the schedule. This work may be performed during

scheduled work hours when consistent with operational needs or may be performed by employees outside of regular work hours with management approval. If the employee is approved to perform the work outside of regular work hours, the employee will receive additional pay for that work at the applicable hourly rate. If the work is performed during scheduled work hours, it will not result in additional pay. If there is only one person who does the scheduling and the employee believes that the work cannot be performed within the three (3) hours, the employee must speak to their manager regarding their need for additional time to complete the schedule. Such time will be approved by FCCC in its reasonable discretion.

(e) If employees in a department that does not currently use self-scheduling want to move to self-scheduling, the union may request a labor management meeting to discuss implementation of a self-scheduling model.

Section 8 Reporting Absences

Employees must report their absence from work at least two (2) hours before their scheduled start time, unless their department has a longer reporting time using the applicable departmental reporting procedures.

ARTICLE 17 – OVERTIME [TA 5/14/2024]

Section 1

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

Section 2

(a) FCCC will make overtime opportunities available on an equitable basis among qualified employees.

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

(c) Mandatory overtime shall not be required except in emergency circumstances or unanticipated critical needs such as: unpredictable or unavoidable occurrences relating to healthcare delivery that require immediate attention, unforeseen emergency or disaster, other catastrophic events which substantially affect or increase the need for healthcare service. Such assignments shall be made in inverse order of seniority on a rotating basis. Examples of unforeseeable emergency circumstances include, but are not limited to, publicly declared emergency, a local weather event causing serious disruption to operations, internal emergencies

related to a building or other circumstances that permit mandatory overtime under Pennsylvania Act 102.

Section 3

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

ARTICLE 18 – BONUSES AND INCENTIVES [TA 1/9/2024]

FCCC, 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 FCCC. FCCC will provide the Union with notice of the incentives at the time that they are offered.

ARTICLE 19 - RATES OF PAY [TA 5/24/24]

Section 1 Wage Rates

(a) Effective the first full pay period in November 2024, employees in the bargaining unit, other than per diem employees, will be placed on the wage scale in Appendix A based on their years of professional experience functioning in their job title.

(b) Effective the first full pay period in November 2025, the wage scale will be adjusted as shown in Appendix A.

(c) Effective the first full pay period in November 2026, the wage scale will be adjusted as shown in Appendix A.

(d) At the time that these increases take effect each year, employees will receive the greater of the rate listed in Appendix A based on their level of experience and the percentage shown in Appendix A for the applicable year in lieu of any other wage increase.

(e) Experience credit will be assessed as of the first day of the first full pay period in November each year. No current employee will have their years of credited experience reduced as a result of the application of this Section.

Section 2 Preceptor Premium

Employees who are selected and trained as preceptors will receive a premium of one dollar and fifty cents (\$1.50) per hour while serving as a preceptor when assigned by management to do so. Opportunities to precept shall be equitably rotated among those with appropriate training. Trained volunteers shall be solicited first and if there are no qualified volunteers, management may select qualified employees on a rotating basis.

Section 3 Shift Differential

(a) Employees working on a shift that begins on or after 12:00 noon and before 5:00 a.m. will be paid a shift differential of twelve percent (12%) of their hourly base rate. Employees working flex shifts of ten (10) hours or more shall receive shift differential for shifts

beginning on or after 10:45 a.m. in accordance with current practice. Employees who are hired as bargaining unit employees on or after July 1, 2024, will be paid a shift differential of twelve percent (12%) of their hourly rate not to exceed six dollars (\$6.00) per hour.

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

(c) Shift differential will be paid based on employee's scheduled shift. An employee will not gain or lose a shift differential because of the extension of their shift. Notwithstanding the above, twelve (12) hour day shift employees shall receive the differential when they agree to work an extra four (4) hour shift between 7:00 p.m. and 11:00 p.m. or between 3:00 a.m. and 7:00 a.m.

(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, personal time and vacation pay.

Section 4 Weekend Differential

Employees working a shift that begins on or after 7 p.m. Friday and before 5:00 a.m. on Monday will receive a weekend differential of three dollars (\$3.00) per hour for all hours worked up to 7:00 a.m. on Monday.

Section 5 On Call

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

(b) The on-call rate will be five dollars (\$5.00) per hour effective the first full pay period in July 2024.

(c) Effective with the first full pay period in November 2024, an employee who is called in to work will be paid for all hours worked at the appropriate rate of pay or will receive a minimum of four (4) hours of straight time pay, whichever is greater. Until that date, the minimum pay for being called in will follow current practice in the applicable department. On call pay shall cease when an employee is called to work. Employees who are on call do not receive differentials when called into work.

(d) Work expectations for employees who are called into work and who are scheduled to work the following day will be consistent with the current practice for the department in which they work.

(e) An employee whose call commences at the conclusion of their regular shift shall not be permitted to work more than 16 consecutive hours except in emergency circumstances or unanticipated critical needs.

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

(g) An employee who is scheduled to be on call at the conclusion of their shift who is required to continue to work at the end of their regular shift to complete a procedure will be paid for all hours worked with a minimum of two (2) hours at time and one-half their regular rate for the time spent completing the procedure, provided that they are required to stay at least thirty (30) minutes after the end of their regular shift. The employee will not receive on call pay for this time.

Section 6 Clinical Ladder

Employees are eligible to apply for clinical ladder each year in departments that currently have such a ladder. The requirements for the ladder in each department will be determined by FCCC. If the requirements are changed, the Union will be provided with at least sixty (60) days' notice and FCCC will meet and discuss with the Union upon request.

Effective no later than the first full pay period in November, 2024, clinical ladder awards will no longer be included in employee wage rates. Instead, eligible employees will receive a differential as follows:

- LPNs: \$.96 per hour per level
- OR Surgical Techs: \$.72 per hour per level
- Respiratory Therapists: \$1.20 per hour per level.

Section 7 Pool Rates

Effective the first full pay period in November 2024, the minimum hourly rate of pay for pool employees will be as shown in Appendix A. Effective the first full pay period in November 2025 and 2026, the minimum hourly rate of pay will increase by the percentage shown in Appendix A.

The hourly rate of pay for pool employees who are above the pool rates shown in Appendix A will be adjusted by the percentages shown in Appendix A effective the first full pay period in November 2024, November 2025, and November 2026.

Nothing in this Agreement will prevent a department from adopting or maintaining a tiered system that provides a higher rate of pay for pool employees who agree to commit to additional availability above the minimum required by the department. If a department that does not already have a tiered system intends to adopt one, it will notify the Union and bargain the applicable wage rate and requirements, if requested.

ARTICLE 20 – PERSONAL TIME [TA 2/8/2024]

Section 1

Full-time employees hired at forty (40) hours per week shall receive twenty-four (24) hours of personal time each fiscal year. Employees hired at thirty-six (36) hours per week shall receive twenty-one point six (21.6) hours of personal time each fiscal year. Part-time employees shall

receive personal time each fiscal year pro-rated based on their actual regular hours worked 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 for the department in which the employee works. Requests for personal time will not be unreasonably denied in accordance with operational needs. Once personal time is scheduled, it may only be canceled by mutual agreement between FCCC and the employee.

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

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

ARTICLE 21 – HOLIDAYS [TA 4/9/2024]

Section 1

Full-time employees who are scheduled for forty (40) hours shall be entitled to eight (8) hours of holiday time for the following holidays as provided for in this Article:

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Day After Thanksgiving

Christmas Eve (December 24)
Christmas Day (December 25)

Regular part-time employees and employees who are scheduled for less than forty (40) hours per week will receive holiday time prorated based on their FTE. Pool employees do not receive holiday time, except as provided in this Article.

Section 2

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

(b) Holidays will be scheduled in accordance with current practices for the department in which the employee works. An employee scheduled to work on a holiday who obtains another employee to work in their place, with management approval, will be credited for the scheduled holiday.

Section 3

(a) Eligible employees will receive holiday time for each holiday in Section 1, provided that they are on active pay status on the holiday. Employees shall be deemed to be in an active pay status while they are on vacation, paid sick leave, workers' compensation of less than eight (8) calendar days, or military leave not to exceed fifteen (15) calendar days.

(b) In order to be eligible for holiday time, an employee must have worked the last scheduled work day before and the first scheduled work day after the 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 FCCC. An employee who fails to report for work on a holiday on which they are scheduled to work, shall not receive holiday time for the unworked holiday.

Section 4

(a) Effective with the first holiday that occurs at least ninety (90) days following the ratification of this Agreement, a holiday will be considered to begin at midnight on the holiday and will end at 11:59 p.m. on the holiday. The start time of the shift shall determine whether it is considered a shift worked on a holiday. If the shift begins during the holiday, the employee will be paid the holiday rate for all hours worked on that shift.

(b) If a holiday falls on an employee's regularly scheduled workday and the employee does not work the holiday, the employee will be paid for up to eight (8) hours of holiday time, prorated as described in Section 1. Employees, at their discretion, may use available paid time off to make up their full FTE for the week.

(c) If a holiday falls on an employee’s regularly scheduled day off, the employee will receive holiday time in accordance with this Article to be used within one hundred eighty (180) calendar days after the holiday. Holiday time will be considered hours worked in the computation of overtime.

(d) If FCCC chooses to close a department on a day that is not a holiday listed in Section 1 (e.g., New Year’s Eve), employees in that department who were scheduled to work that day will have the opportunity to work their regularly scheduled hours for that work week, less any holiday time paid under this Section 4, when consistent with the department’s operational needs.

(e) Full-time and regular part-time employees who work on the holiday will receive time-and-one-half for all hours worked on the holiday and will receive eight (8) hours of holiday time unless they are scheduled to and actually work more than eight (8) hours on the holiday. In that case, they will receive holiday time equal to their actual hours worked, but not greater than the length of their regularly scheduled work day. (For example, an employee who is regularly scheduled to work ten (10) hours works ten (10) hours on the holiday. The employee will receive ten (10) hours of holiday time. On another holiday, that employee works twelve (12) hours. The employee will receive ten (10) hours of holiday time. On another holiday, the employee works five (5) hours and will receive eight (8) hours of holiday time.). The holiday time will be prorated for employees who are scheduled for less than forty (40) hours per week. The holiday time must be used within one hundred eighty (180) calendar days.

(f) Pool employees who work on the holiday receive time-and-one-half for all hours worked on the holiday, but do not receive holiday time.

(g) Holiday time that is not used within one hundred eighty (180) calendar days will be lost. Holiday time will not be paid out.

ARTICLE 22 - VACATION [TA 4/24/2024]

Section 1

Full-time employees shall accrue paid vacation on a per pay period basis in accordance with the following schedule:

Length of TUHS Seniority	Weekly Scheduled Hours	Maximum Annual Entitlement	Bi-Weekly Accrual
Less than 5 years	40 hours	120 hours	4.62 hours
5 years or more	40 hours	160 hours	6.16 hours
Less than 5 years	36 hours	108 hours	4.16 hours
5 years or more	36 hours	144 hours	5.54 hours

Accrual will be prorated for regular part time employees hired to work twenty (20) or more hours per week. Per diem employees are not eligible for vacation time.

Section 2

The rate of pay for vacation will be the employee's base hourly wage rate at the beginning of their vacation period. Employees are eligible for shift differential in accordance with Article 19.

Section 3

Employees will be eligible to utilize accrued vacation after completion of the probationary period.

Section 4

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

Section 5 Vacation Scheduling

(a) Except for prime weeks, vacation should be requested at least eight (8) weeks in advance. Vacation requests outside of prime weeks will be granted or denied within fourteen (14) days of the request. Vacation requests outside of prime weeks, will be granted on a first come basis. Vacation requested less than eight (8) weeks in advance will be approved only when consistent with operational needs.

(b) Management will determine the number of employees who can be off on each unit based on staffing and operational needs.

(c) Prime weeks will be the Sunday before Memorial Day through the Saturday after Labor Day. Each week will have a minimum of one (1) vacation slot available when consistent with operational needs. Departments that currently have more than one (1) vacation slot available per week will continue to do so when consistent with operational needs. Each department will adopt its own method of scheduling vacation during prime weeks that adheres to the following standards:

(i) Employees will select a prime week of vacation by seniority.

(ii) Requests for full weeks off will be prioritized over requests for one or more days. As a result, requests for less than full weeks may be held until every employee has had the opportunity to select a full week in order of seniority.

(iii) Once everyone has had the opportunity to select a week of prime vacation, if there are still weeks available, employees will have the opportunity to select a second prime week, by seniority, if available, and single days until all slots have been filled.

(iv) All prime vacation week scheduling must be completed by no later than March 1 each year.

(v) If staffing on a unit permits additional employees to be off during prime weeks at a later date, employees will be notified and given the opportunity to submit requests for additional vacation time during prime weeks by seniority.

(d) If a department does not adopt a method of scheduling vacation for prime weeks, the following method will be used following the standards in Paragraph (c): Vacation selection for prime weeks will begin October 1 for the following year. The available slots will be posted for employees in the department (physically in the department or electronically) along with a seniority list. Employees will make their selection, in seniority order, as soon as possible, but no later than seventy-two (72) hours after their turn to select or they will be skipped.

(e) Employees may not normally request vacation for the period from December 15 through the first Saturday in January. If staffing on a unit permits employees to be off during that time, employees will be notified and given the option to submit requests, which will be granted by seniority, in rotation.

(f) If an employee transfers to another unit, scheduled vacation that was approved on their prior unit will be honored when consistent with operational needs.

Section 6

The 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. Employees may be paid for accrued, but unused vacation at termination of employment as provided for in Article 28 - Resignation.

Section 7

Employees may not change approved vacation days to sick time under any circumstances.

Section 8

Employees are not permitted to schedule vacation time for a date when they will not have accrued vacation.

ARTICLE 23 - SICK LEAVE AND ATTENDANCE [TA 5/24/24]

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, or medical appointments consistent with TUHS policy.

Section 2 Eligibility and Benefits

(a) Full-time and part-time employees accrue sick days at a rate of one sick day per month during the first ten (10) months of the fiscal year (July through April) to a maximum of eighty (80) hours per fiscal year. Full-time employees hired for forty (40) hours per week accrue

sick leave at 3.70 hours per pay period. Full-time employees hired for thirty-six (36) hours per week will accrue sick leave at 3.33 hours per pay period. Accrual is pro rated for part-time employees based on their scheduled hours of work. Accrual will begin at the date of hire or change to a benefit eligible status, but may not be used until completion of the employee's probationary period. Per diem employees are not eligible for sick time. Part-time employees who are hired to work less than twenty (20) hour per week are not eligible for sick leave, vacation, personal time or other leave benefits except as required by law.

(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 guidelines for reporting absences in the employee's department.

(b) FCCC 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 a Company Employee Health Service Physician or designee, before being permitted to return to work.

Section 4 Attendance

(a) Employees will continue to be subject to the FCCC Attendance Policy except as specifically modified in this Section.

(b) Corrective action under the Attendance Policy will occur in sequence such that employees must receive a written warning before receiving a suspension and must receive a suspension before being terminated.

(c) In lieu of any provisions that relate to the use of Philadelphia Paid Sick Leave, which does not apply to employees covered under this Agreement, full-time and part-time employees who have completed their probationary period may use up to 40 hours each calendar year for their own absence for medical reasons, to care for a family member (as provided for in the policy covering non-union employees) or for leave necessary due to domestic abuse or sexual assault before incurring any occurrences. Proof of the need for the absence may be required.

ARTICLE 24 - LEAVES OF ABSENCE [TA 5/24/24]

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 their supervisor and submit a copy of the jury duty summons to their 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 their regular schedule, if needed, when notified that they are excused from jury duty in advance of reporting.

An employee who regularly works night shift will be considered to be on jury duty for any shift on which the employee is scheduled beginning the evening of a day in which they have served jury duty, or who is scheduled for jury duty the day after a scheduled night shift.

This provision shall not require payment for two shifts. A night shift employee who is scheduled to work both the night before and the night immediately following their jury service shall notify their manager within forty-eight (48) hours of receiving a summons, and shall work with their manager to attempt to adjust their schedule for one of their two shifts, so as not to incur a loss of pay for the week. Such requests to adjust the night shift employee’s schedule shall not be unreasonably denied.

Section 3 Unpaid Medical Leave

A regular full time employee with a minimum of one (1) year of TUHS seniority, as defined in Article 7, may request an unpaid leave of absence for the employee’s own illness once they have exhausted any leave available to them under the FMLA or any other leave policy. A leave of absence under this Section must be for a stated period of time, not to exceed twelve (12) calendar months from the employee’s first day of absence. 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, continuous absence, including time spent on FMLA, from the employee’s first day of absence.

An employee who is granted a leave of absence pursuant to this Section is not guaranteed re-employment. If the employee’s position is available, the employee will be returned to their position. If the employee’s position is not available, the employee will be given priority consideration for vacancies that the employee identifies for which they qualify. 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 their position as of the last day actually worked unless an extension is granted by FCCC.

Employees not otherwise eligible for a leave under this Section may apply for a medical leave of absence in accordance with the Non-FMLA Medical Leave section of the TUHS Miscellaneous Leaves Policy, #950.585.

Section 4 Unpaid Personal Leave of Absence

A personal leave of absence may be granted in accordance with the Personal Leaves of Absence section of the TUHS Miscellaneous Leaves Policy, #950.585.

Section 5 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 6 Bereavement Leave

(a) A full-time or regular part-time employee will be granted up to thirty-two (32) hours 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 twenty-four (24) hours of 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 eight (8) hours 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 7 Educational Leave

With the permission of FCCC, educational leaves to further professional growth and advancement may be granted to full-time and regular part-time employees for up to twelve (12) months without pay. An employee who is granted a leave of absence pursuant to this Section is not guaranteed re-employment. If the employee's position is available, the employee will be returned to their position. If the employee's position is not available, the employee will be given priority consideration for vacancies that the employee identifies for which they qualify. 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 their position as of the last day actually worked, unless an extension is granted by FCCC.

Section 8 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 FCCC.

An employee who is granted a leave of absence pursuant to this Section is not guaranteed re-employment. If the employee's position is available, the employee will be returned to their position. If the employee's position is not available, the employee will be given priority consideration for vacancies that the employee identifies for which they qualify. 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 their position as of the last day actually worked.

Section 9

While on unpaid leave, an employee shall not be entitled to earn holiday time, nor to accrue sick time or any other paid time off. 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 10

As a condition of reinstatement following a leave of absence for the employee's illness, FCCC may require the employee to be cleared to return to work by a health care provider. FCCC reserves the right to have an employee examined by a TUHS occupational health care provider or another health care provider of FCCC's choosing.

Section 11

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 will be terminated.

Section 12 Parental Leave

Effective July 1, 2025, FCCC 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 FCCC 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 person 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.

ARTICLE 25 - HEALTH, WELFARE AND PENSION [TA 5/24/24]

Section 1

Benefits for regular benefits-eligible full-time and part-time employees and their eligible dependents, where applicable, will be effective the first day of the next month following their date of employment or transfer into a benefits eligible position, provided that the employee makes a timely enrollment. Enrollment must be completed through the TUHS benefits enrollment system in order to be eligible. Eligibility will be determined by the applicable benefit plan documents.

Section 2 Medical & Prescription

(a) Employees will contribute to the cost of the selected health plan (including prescriptions) on a pre-tax basis for single or family coverage at the contribution rate determined for the selected plan as follows: TempleCare shall be ten percent (10%) of the monthly premium, Advantage Plan shall be twenty percent (20%) of the monthly premium, and High Option plan shall be twenty-five percent (25%) of the monthly premium. Plan rates are subject to change at the beginning of the plan year, each January 1. All new enrollees shall complete a Personal Health Profile as a condition of enrollment.

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

(c) Eligible employees and their eligible dependents enrolled in medical coverage will 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 3 Part-Time Employees

(a) Except where otherwise indicated in this Agreement, regular part-time employees hired at twenty (20) or more hours per week are eligible for the TUHS 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 4 Life Insurance

(a) Eligible employees receive 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 employee.

(b) Eligible employees have 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 their 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. 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 enrolling in life insurance or employees requesting increases to the current level of coverage are subject to the insurability provisions when electing any amount of coverage.

Section 5 Dental

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

Section 6 Disability

(a) Eligible employees may purchase long-term disability (“LTD”) insurance to cover sixty percent (60%) of their 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, TUHS will maintain its core benefit programs (medical, prescription, basic life, dental, vision, and employer-sponsored retirement plan) at no premium cost to the employee for the duration of disability payment. Per the terms of the policy, the duration of the disability payment shall be limited to the earlier of the determination that the employee is fit to resume gainful employment, retirement or the individual’s normal Social Security retirement age.

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

(d) TUHS will continue to offer employees the opportunity to enroll in a voluntary short-term disability plan with one hundred percent (100%) payment from the employee through payroll deductions.

(e) In the event TUHS chooses to change the carrier, it will maintain similar benefits to the existing LTD plan.

Section 7 Vision Care

Eligible bargaining unit employees are eligible to enroll in the TUHS Vision Care Program. In the event TUHS chooses to change the carrier it will maintain similar benefits to this plan.

Section 8 Dependent Care & Flexible Spending Program

(a) Flexible Spending Account: Employees may make pre-tax contributions for health care expenses up to the plan's annual limit. (Minimum \$200 per year)

(b) Dependent Care Spending Account: Full-time benefit eligible employees may make pre-tax contributions for dependent care expenses up to the plan's annual limit. (Minimum \$200 per year). Part-time employees are not eligible.

Section 9 Carrier Changes

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

Section 10 Compliance with Affordable Care Act

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

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

Employees deemed as eligible shall be so notified and have the opportunity to enroll during the normal open enrollment period with coverage effective 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 11 Contributory Defined Contribution Retirement Plan

(a) All eligible full-time and regular part-time employees currently participating in the Temple University Health System, Inc. Defined Contribution Retirement Plan ("Defined Contribution Retirement Plan") will continue in that plan. Non-participating employees need to complete enrollment through the benefits enrollment system in the Temple University Health System, Inc. 403 (b) Plan to begin contributing to this plan.

(b) Participation in the Defined Contribution Retirement Plan requires employees to contribute 4.5% of base wages to the Temple University Health System, Inc. 403(b) Plan. TUHS will make a matching contribution to the Defined Contribution Retirement Plan based on the

employees' four and one-half percent (4.5%) contribution to the 403(b) Plan in accordance with the following schedule up to the applicable IRS limit:

<u>Years of Participation in Plan</u>	<u>Employer 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	8.5%

(c) Vesting for the Defined Contribution Retirement Plan is three (3) years of service where the employee has worked at least 1000 hours per plan (calendar) year. Vesting credit is based on employees' service with TUHS or its affiliates.

(d) Regular part-time employees hired at twenty (20) or more hours per week may elect to contribute to the 403(b) Plan, and TUHS will make a matching contribution to the Defined Contribution Retirement Plan under the same terms and conditions as full time employees.

(e) Part-time employees scheduled fewer than 20 hours per week and pool may elect to contribute to the 403(b) Plan, however, TUHS will make its matching contribution to the Defined Contribution Retirement Plan on behalf of part-time (scheduled fewer than 20 hours per week) and pool employees' accounts the following year as soon as administratively feasible once TUHS certifies each eligible employee worked 1000 hours the prior year.

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

Section 12 Supplemental Retirement Account

Employees may contribute additional amounts to the 403(b) Plan, up to annual IRS limits.

Section 13 Voluntary Benefit Programs

Employees are eligible to participate in voluntary benefit programs offered by TUHS, at the employee's own expense, for so long as the benefits are offered on the same terms as hourly, non-represented employees of TUHS. Any changes made to the programs will apply automatically to the benefits for represented employees and shall not be subject to bargaining or the grievance and arbitration provisions of this Agreement.

ARTICLE 26 - ALCOHOL AND DRUG TESTING [TA 3/18/2024]

Section 1

FCCC may require an employee to submit to alcohol and drug testing in accordance with its policy including for protective testing, 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 the employee 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. FCCC 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. FCCC will negotiate the effects with the Union if so requested to the extent required by law.

ARTICLE 27 - HEALTH AND SAFETY [TA 5/13/2024]

Section 1

On its property, FCCC will continue to take reasonable steps to maintain a safe working environment and provide appropriate personal protective equipment in accordance with applicable law. FCCC will investigate claims of hazards and unsafe conditions brought to its attention and address them as appropriate.

FCCC will follow up on every reported hazardous incident by debriefing with the staff involved in the incident, along with staff in the department on the shift when the incident occurred and will provide results to the entire department. Staff will have the opportunity to debrief on the event and provide suggested improvements to management.

Section 2 Health and Safety Committee

There shall be a Joint Health and Safety Committee consisting of no more than three (3) employees designated by the Union, and three (3) representatives of FCCC, including at least one representative from management with safety and/or security responsibilities. The committee shall be co-chaired jointly by a representative of the Union and a representative of FCCC.

Committee meetings shall be held quarterly on a set schedule as determined by the committee taking into account the work shifts of all committee members. FCCC will work with the Union in providing coverage for the duration of the meeting for committee members who are scheduled to work during the designated meeting times if the committee is unable to find a time when no bargaining unit committee members are scheduled to work. As with Labor Management meetings, employees who are released from work by management for the meeting will not be required to clock out when attending the meeting.

Section 3 Public Health Emergency

Within a reasonable period of time following the declaration of an ongoing state of emergency arising from the declaration of a pandemic or similar public health crisis, FCCC will meet with the Union (and bargain to the extent required by law) regarding additional requirements that may be imposed on staff and, if appropriate, modifications to the collective bargaining agreement or other terms and conditions of employment. At the request of either party, the Union and FCCC will continue to meet at least monthly throughout the duration of the state of emergency.

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

Section 4 Workplace Violence Prevention

FCCC will continue to develop and implement programs to prevent violence against staff, including:

- i. Continuing to provide educational opportunities, including but not limited to identifying potentially violent situations, de-escalating violent and assaultive behaviors by patients and others, implementing panic alarms and other steps to prevent and respond effectively to violent situations.
- ii. Continuing to maintain and regularly check all elements related to safety protocols (e.g., panic buttons) and other protocols for quick and efficient response to staff calls for assistance. When such panic buttons or other protocols are activated, FCCC agrees there will be an in-person response to such calls.

iii. Continuing to maintain a clear code of conduct for patients and family members/visitors, including a statement of FCCCs prohibition on weapons, concealed or otherwise and including FCCC’s Workplace Violence policy, which prohibits employees, visitors and patients from engaging in violent and/or threatening behavior.

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

v. Continuing to provide support and assistance to any employee who wishes to file complaints against patients or visitors who engage in assaults or other criminal behavior against them.

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

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

ARTICLE 28 – RESIGNATION [TA 3/25/2024]

Section 1

Employees are expected to give four (4) working weeks’ notice of resignation and must give at least three (3) working weeks’ notice. 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 has completed their probationary period who gives at least three (3) working weeks’ notice of resignation and actually works the required notice period without any absences, or who is laid off and works until their termination date without any absences, will be paid for any accrued, but unused vacation time as of their separation date. If the employee does not provide the required notice or does not work the entire notice period, the employee will not be paid for any accrued, unused vacation time.

For the purpose of this Article, three (3) working weeks shall be deemed to consist of the normal number of scheduled shifts an employee would work during a three (3) week period.

ARTICLE 29 - EDUCATION AND TRAINING [TA 5/14/2024]

Section 1 Required In-service Training and Education

(a) If an employee is required by FCCC to attend a mandatory training or in-service session in person that falls outside their scheduled work hours, the employee will be paid for their time attending the training, including differentials, if applicable. The hours will be considered time worked in the computation of overtime.

(b) Employees will be notified of any required certification or specific skill trainings required for the department in which they work. FCCC will reimburse employees for certification and recertification fees approved by management that are not required by law. Certifications and licenses that are required by law in order to perform the employee's position will not be reimbursed.

(c) If training required by FCCC may be done via computer remotely, and FCCC authorizes this as an option, the employee shall be paid for the designated length of the training upon completion through the designated learning management system.

(d) If FCCC requires an employee to attend a specific conference or seminar, the employee will be paid for the time spent attending and attendance fees and reasonable expenses for attending will be borne by FCCC. Employees also will be paid for time spent traveling overnight out of town that cuts across the employee's regular work day, if applicable.

Section 2 Conferences

An employee may request time off to attend conferences, seminars and workshops to further professional growth and development. Seminars requested for professional growth and development must be related to the employee's field, and be approved by the manager. When approved, the employee will be granted conference time off, with pay, to attend the conference up to the length of their scheduled work day. In no event will an employee be paid conference time in excess of their regularly scheduled hours for the week. Reimbursement of attendance fees and reasonable expenses for attending conferences, seminars and workshops related to the employee's field also may be approved, in the sole discretion of FCCC.

Section 3 Tuition Benefits

Employees in the bargaining unit shall be eligible for tuition remission/reimbursement in accordance with TUHS policy on the same terms and conditions as and for so long as hourly, non-bargaining unit employees of TUHS and any changes to TUHS policy automatically apply to employees in the bargaining unit to the same extent that such changes apply to hourly, non-bargaining unit employees of TUHS. Changes to these benefits are not subject to the grievance and arbitration procedure of this Agreement. The Union will be notified in advance of changes to the policy.

ARTICLE 30 - POOL PROGRAM [TA 2/8/2024]

Section 1

Pool or per diem employees are covered by the Agreement unless specifically excluded.

Section 2

- (a) Nothing herein shall be considered a guarantee of work.
- (b) Pool employees will submit their availability to work in accordance with the policy in their department. Pool employees may volunteer for additional shifts in accordance with Article 16.
- (c) Pool employees will be required to make themselves available to work the minimum number of shifts required by their department and their position, including any holiday and call requirements. If the number of required shifts changes, employees in the department and the Union will be provided at least sixty (60) days' notice.
- (d) A pool employee who fails to schedule and work the minimum required shifts in two consecutive scheduling periods will be considered a voluntary resignation.
- (e) Pool employees are expected to follow all department rules, regulations and policies and to work the scheduled shift(s) assigned.
- (f) The opportunity to work will be provided on an equitable basis to pool employees who make themselves available, based on FCCC needs, the availability offered by the pool employee, and the competencies of the pool employee, where applicable.

Section 3

Pool employees may cover the shifts of regular full-time and part-time employees, subject to the approval of the manager. Such approval shall not be unreasonably denied. Such covered shifts shall not count toward their work commitment under this Article. FCCC may decline to approve such covered shifts if it would cause overtime for the pool employee.

ARTICLE 31 - SEPARABILITY [TA 10/31/2023]

It is understood and agreed that all agreements herein are subject to all applicable laws now 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 32 – STAFFING AND JOINT PRACTICE COMMITTEE [TA 5/24/24]

Section 1 Joint Practice Committee

(a) No later than three (3) months after the ratification of this Agreement, the parties shall establish a Joint Practice Committee (JPC) to promote dialogue between direct caregivers and management for the purpose of enhancing professional practice and the highest levels of patient care. The JPC shall not engage in negotiations, nor shall the JPC consider matters that are properly the subject of a grievance.

(b) The Union will designate no more than five (5) members of the Committee. FCCC will designate an equal or lesser number of managers representing different departments to attend based on the subjects on the agenda. The number of members may be adjusted by mutual agreement.

(c) The JPC will meet every other month for one (1) hour at mutually convenient times, unless otherwise agreed by the parties. The Union will provide a proposed agenda at least one (1) month in advance. FCCC may also add things to the agenda in advance.

(d) FCCC will work with the Union in providing coverage for the duration of the meeting for committee members who are scheduled to work during the designated meeting times if the committee is unable to find a time when no bargaining unit committee members are scheduled to work. As with Labor Management meetings, employees who are released from work by management for the meeting will not be required to clock out when attending the meeting.

(e) The JPC will be given access to certain information relevant to the practice of covered employees for the purpose of making recommendations on enhancing professional practice.

(f) Management will respond in writing or at the next JPC meeting to recommendations made by the JPC.

Section 2

FCCC has the sole and exclusive right to establish and change staffing guidelines consistent with operational needs and management judgment. If FCCC changes the staffing guidelines for a unit, it will notify the JPC in advance of making the change to the guidelines and give the JPC the opportunity to provide feedback on the change.

Section 3

When there is a call-off or a hole in the posted schedule, FCCC will make an effort to fill the hole where needed and will maintain a record of those efforts and make them available to the JPC upon request.

Section 4

FCCC will continue to provide incentives for extra shifts on an as needed basis. The parties recognize that the current incentives vary by department.

ARTICLE 33 - SCOPE OF AGREEMENT [TA 5/24/24]

During the negotiations resulting in this Agreement, FCCC 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 FCCC 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 34 - TERM OF AGREEMENT [TA 5/24/24]

Section 1

This Agreement shall be in full force and effect from the date hereof until 11:59 p.m. on September 30, 2027, 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 FCCC 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 [DATE] day of [MONTH], [YEAR].

For FCCC:

For the Union:

Date: _____

Date: _____

Appendix A

TITLE	Exp Years	Effective First Full Pay Period in Nov 2024 3.25%	Effective First Full Pay Period in Nov 2025 3%	Effective First Full Pay Period in Nov 2026 3%
LGPN	0 - 2	\$31.07	\$32.00	\$32.96
	2-5	\$32.63	\$33.61	\$34.62
	5-10	\$33.25	\$34.25	\$35.28
	10-15	\$33.92	\$34.94	\$35.99
	15 - 20	\$34.59	\$35.63	\$36.70
	20+	\$35.67	\$36.74	\$37.84
 				
Anesthesia Tech	0 - 2	\$23.98	\$24.70	\$25.44
	2-5	\$24.46	\$25.19	\$25.95
	5-10	\$25.52	\$26.29	\$27.08
	10-15	\$26.03	\$26.81	\$27.61
	15 - 20	\$26.55	\$27.35	\$28.17
	20+	\$27.08	\$27.89	\$28.73
 				
Endoscopy Technician	0 - 2	\$27.72	\$28.55	\$29.41
	2-5	\$28.07	\$28.91	\$29.78
	5-10	\$28.40	\$29.25	\$30.13
	10-15	\$28.78	\$29.64	\$30.53
	15 - 20	\$29.22	\$30.10	\$31.00
	20+	\$29.78	\$30.67	\$31.59
 				
Med Lab Technician	0 - 2	\$30.98	\$31.91	\$32.87
	2-5	\$32.22	\$33.19	\$34.19
	5-10	\$33.83	\$34.84	\$35.89
	10-15	\$34.85	\$35.90	\$36.98
	15 - 20	\$35.54	\$36.61	\$37.71
	20+	\$35.90	\$36.98	\$38.09
	Pool	\$29.73	\$30.62	\$31.54
 				
OR Surgical Tech	0 - 2	\$29.00	\$29.87	\$30.77
	2-5	\$30.11	\$31.01	\$31.94
	5-10	\$32.00	\$32.96	\$33.95

	10-15		\$33.20	\$34.20	\$35.23
	15 - 20		\$33.80	\$34.81	\$35.85
	20+		\$34.67	\$35.71	\$36.78
	Pool		\$27.00	\$27.81	\$28.64
Staff Tech / Histology	0 - 2		\$34.29	\$35.32	\$36.38
	2-5		\$34.99	\$36.04	\$37.12
	5-10		\$35.70	\$36.77	\$37.87
	10-15		\$36.08	\$37.16	\$38.27
	15 - 20		\$37.86	\$39.00	\$40.17
	20+		\$38.91	\$40.08	\$41.28
Staff Tech / Radiology	0 - 2		\$40.17	\$41.38	\$42.62
	2-5		\$42.04	\$43.30	\$44.60
	5-10		\$42.76	\$44.04	\$45.36
	10-15		\$43.18	\$44.48	\$45.81
	15 - 20		\$44.30	\$45.63	\$47.00
	20+		\$46.80	\$48.20	\$49.65
	Pool		\$35.10	\$36.15	\$37.23
Respiratory Therapist	0 - 2		\$40.22	\$41.43	\$42.67
	2-5		\$41.90	\$43.16	\$44.45
	5-10		\$43.39	\$44.69	\$46.03
	10-15		\$44.39	\$45.72	\$47.09
	15 - 20		\$46.15	\$47.53	\$48.96
	20+		\$47.50	\$48.93	\$50.40
	Pool		\$43.37	\$44.61	\$45.95
Lead Respiratory Therapist 5% above RRT	0 - 2		\$42.23	\$43.50	\$44.81
	2-5		\$43.99	\$45.31	\$46.67
	5-10		\$45.56	\$46.93	\$48.34
	10-15		\$46.61	\$48.01	\$49.45
	15 - 20		\$48.46	\$49.91	\$51.41
	20+		\$49.88	\$51.38	\$52.92
Staff Tech /MAM	0 - 2		\$42.04	\$43.30	\$44.60
	2-5		\$43.89	\$45.21	\$46.57
	5-10		\$45.33	\$46.69	\$48.09
	10-15		\$46.18	\$47.57	\$49.00

	15 - 20		\$46.88	\$48.29	\$49.74
	20+		\$47.40	\$48.82	\$50.28
Staff Tech/MRI	0 - 2		\$43.89	\$45.21	\$46.57
Staff Tech/ IR	2-5		\$46.98	\$48.39	\$49.84
Staff Tech/ US	5-10		\$48.09	\$49.53	\$51.02
Staff Tech/CT	10-15		\$48.98	\$50.45	\$51.96
	15 - 20		\$49.68	\$51.17	\$52.71
	20+		\$51.00	\$52.53	\$54.11
	Pool		\$38.20	\$39.35	\$40.53
Staff Tech / Nuc Med/PET CT	0 - 2		\$49.39	\$50.87	\$52.40
Staff Tech/ Nuc Med/Research	2-5		\$51.87	\$53.43	\$55.03
	5-10		\$54.11	\$55.73	\$57.40
	10-15		\$56.96	\$58.67	\$60.43
	15 - 20		\$57.86	\$59.60	\$61.39
	20+		\$58.31	\$60.06	\$61.86
Radiation Therapist	0 - 2		\$50.00	\$51.50	\$53.05
	2-5		\$53.00	\$54.59	\$56.23
	5-10		\$57.39	\$59.11	\$60.88
	10-15		\$57.79	\$59.52	\$61.31
	15 - 20		\$58.25	\$60.00	\$61.80
	20+		\$58.81	\$60.57	\$62.39
	Pool		\$50.00	\$51.50	\$53.05
Simulation Therapist	0 - 2		\$45.71	\$47.08	\$48.49
	2-5		\$48.98	\$50.45	\$51.96
	5-10		\$50.09	\$51.59	\$53.14
	10-15		\$50.98	\$52.51	\$54.09
	15 - 20		\$51.68	\$53.23	\$54.83
	20+		\$52.29	\$53.86	\$55.48

The existing Medical Lab Technicians as of the date of ratification who are above the rate for their step on the scale will have their wage rates increased by an additional 1.0% over the percentage increases shown in Appendix A effective the first full pay period pay period in November 2024.

Full-time employees will receive a one-time ratification bonus of \$1,250, less applicable withholdings. Part-time employees will receive a one-time ratification bonus of \$625, less

applicable withholdings. The bonus will be paid the first full pay period following ratification provided that the Agreement is ratified by May 29, 2024.

Side Letter on Retirement

For purposes of implementing Article 25 Section 11, the parties agree that the following provisions shall apply to employees in the bargaining unit who are participating in the Temple University Health System, Inc. Defined Contribution Retirement Plan (“Defined Contribution Retirement Plan”) who have greater than nine (9) years of participation in the Defined Contribution Retirement Plan and are receiving an Employer Contribution at the rate of 10% as of December 31, 2024:

- Employees in the bargaining unit who have greater than nine (9) years of participation who are receiving the 10% Employer Contribution as of December 31, 2024 will remain at the 10% Employer Contribution rate so long as they remain eligible under the terms of the Defined Contribution Retirement Plan.
- This side letter applies only to employees who are in the bargaining unit as of the date of ratification, who have greater than nine years of participation in the Defined Contribution Retirement Plan, and are already receiving the 10% Employer Contribution as of December 31, 2024.
- Employees who join the bargaining unit after the date of ratification are not covered by this side letter, regardless of their participation in the Defined Contribution Retirement Plan.
- Employees who are covered by this side letter who leave the bargaining unit for any reason will no longer be covered by this side letter.