

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Prospect/Taylor Hospital**

**And**

**Taylor DCMH Employees United /  
Pennsylvania Association of Staff Nurses and Allied Professionals (PASNAP)**

**July 27, 2022 to July 27<sup>th</sup> 2025**

## **ARTICLE 1 - RECOGNITION**

This collective bargaining agreement (“CBA” or “Agreement”) is made and entered into between Prospect CCMC, LLC/ Taylor Hospital (“Employer” or “TH”)and Prospect DCMH, LLC / Delaware County Memorial Hospital Employee ( (“Employer” or “DCMH”)United /Pennsylvania Association of Staff Nurses and Allied Professionals (“Union” or “PASNAP”)for the respective units listed below. .

Both the Employer and the Union encourage orderly, peaceful, and mutually respectful relations between management and employees, and uninterrupted operations..

The Employer recognizes PASNAP as the sole and exclusive bargaining representative of all full-time, regular part-time and per diem (Professional Unit): Included: All full-time, part-time and per diem Medical Technologists (MTs), Senior Medical Technologists, Registered Dietitians, Physical Therapists, Occupational Therapists, and Social Workers (Nonprofessional Unit): Included: All full-time, part-time, and per diem Medical Laboratory Technicians, Medical Technicians, Physical Therapy Assistants, Radiology Technologists, MRI Technologists, Ultrasound Technologists,Senior CT Technologists, CT Technologists, Echo Technicians, EKG Technicians, Interventional Radiology Technologists, and Vascular Technologists employed by the Employer at its 175 E. Chester Pike, Ridley Park, Pennsylvania facility., pursuant to the certification in National Labor Relations Board Case 04-RC-275394.

Excluded from this Agreement, all other employees, registered nurses, physicians, service and maintenance employees, skilled maintenance employees, business clerical employees, office clerical employees, confidential employees, managerial employees, guards, and supervisors as defined in the Act.

The Employer recognizes PASNAP as the sole and exclusive bargaining representative of all full-time, regular part-time and per diem (Professional Unit): Included: All full-time, part-time, and per diem Registered Dietitians, Physical Therapists, Occupational Therapists, Speech Therapists, and Social Workers employed by the Employer at its 501 N Lansdowne Ave, Drexel Hill, Pennsylvania facility.

Excluded: All other employees, technical employees, registered nurses, physicians, service and maintenance employees, skilled maintenance employees, business clerical employees, office clerical employees, confidential employees, managerial employees, guards, and supervisors as defined in the Act. , pursuant to the certification in National Labor Relations Board Case 04-RC-275405.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

1. It is agreed except as to those matters expressly agreed upon in this Agreement that nothing shall limit the Employer in the exercise of its function of management or in its exercise of all its rights. The rights listed in Section 2 below are not all-inclusive but merely indicate the type of rights that are reserved to management.

2. Included among management’s rights, but not limited to them, are the following: to direct, plan and control facility operations; to determine or change the methods and means by which its operations are to be carried on; to determine the services to be rendered; to determine and set the standards of productivity and the amount of supervision; to combine units; to reassign employees from one unit to another; to recruit, select, hire, train, classify, promote, demote, transfer, assign, and supervise; to discipline, suspend, and discharge; to assign work; to determine the qualifications necessary for any bargaining unit job; to make changes to, eliminate and introduce new, different, or improved methods, equipment, technologies, standards, techniques, and procedures in its operation

and the performance of employee's work; to assign or transfer equipment or facilities; to subcontract; to expand, reduce, discontinue, merge or relocate all or any part of its business operation, bargaining unit work, and/or a specific job; to establish and change work schedules, the work week, payday, shifts, hours of work, times of operations, and assignments; to require overtime, on both a regular and "as needed" basis; to establish and revise enforceable rules of conduct, policies and operating standards; to implement and utilize surveillance and other security measures; to lay off or recall employees; to establish and administer policies and procedures related to research, education, training, operations, services and maintenance of the Employer's operations; to take any and all actions it determines appropriate to maintain efficiency and appropriate patient care and safety; and in all respects to carry out the ordinary and customary functions of management and to otherwise generally manage the business of the Employer.

3. If the Employer does not exercise any function hereby reserved to it, or exercises any function in a particular way, it shall not whatsoever be deemed to have waived the right to exercise such function or to be precluded from exercising the same in some other way not in conflict with this Agreement.

4. All rights or benefits that employee acquire under the terms of this Agreement, and all obligations of the Employer, including but not limited to wage increases, shall extend only for the duration of this Agreement and shall then terminate upon expiration of this Agreement unless expressly renewed or extended for an additional term by written agreement signed by both parties.

5. The Employer and the Union, each having had full opportunity to discuss and bargain over the inclusion of every management right specified in this Article, agree that in any arbitration, administrative or court proceeding, the arbitrator, administrative body or judge shall give full effect and recognition to each of the management rights agreed upon in this Agreement.

### **ARTICLE 3 – UNION MEMBERSHIP DUES CHECKOFF**

1. All present bargaining unit employees who are covered by this Agreement shall, as provided for in the first provision to Section 8(a)(3) of the National Labor Relations Act, as amended, become and remain members of PASNAP within sixty (60) days of the effective date of this Agreement, as a term and condition of employment, subject to the limitations stated in the second provision to Section 8(a)(3) and any governing decisions issued by the United States Supreme Court.

2. All bargaining unit employees who are hired after the effective date of this Agreement shall as provided for in the first provision to Section 8(a)(3) of the National Labor Relations Act, as amended, become and remain members of PASNAP immediately when their probationary period expires, as a term and condition of employment, subject to the limitations stated in the second provision to Section 8(a)(3) and any governing decisions issued by the United States Supreme Court.

3. The Hospital agrees to deduct the annual dues and/or fair share fees payable to PASNAP from the wages of each employee who has executed a written payroll deduction authorization. Deductions will be made monthly. The amount of the deductions together with the deduction list shall be forwarded to the

president of the local Association or designee by the 21 st of the following month. Hospital's responsibility to deduct dues and/or fair share fees shall be coterminous with this Agreement.

4. Hospital shall not be obliged to make dues deductions of any kind from the wages of any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

5. PASNAP shall indemnify and save Prospect harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by Prospect for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to membership in, or monies deducted from employees' wages for, PASNAP, or obligations of PASNAP members, or by reason of Prospect's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reasons of any action taken or not taken by PASNAP.

6. Hospital shall be relieved from making check off deductions from an employee upon their (a) termination of employment, (b) transfer to a job outside the bargaining unit, (c) layoff from work, or (d) excused unpaid leave of absence.

7. Hospital agrees to furnish PASNAP with the list of newly hired employees, which shall include, name, position, department, FTE, and phone number. This list will be provided no later than the 21 st of each month for the preceding month.

8. Each month, Hospital shall remit to PASNAP all deductions for dues made from the wages of employees for the preceding month, together with a list of all employees for whom dues have been deducted.

9. Upon provision to the Hospital of a voluntary deduction form, employees may elect to contribute an amount specified by the employee to the PASNAP political action fund. Such deductions will be forwarded to PASNAP prior to the end of the month for which the deduction was made. The deduction shall be accompanied by a list of individuals and the amounts they have elected. Political action fund contributions shall be separate from the dues deductions. PASNAP agrees to hold the Hospital harmless and indemnify it in all respects for any claims related to these deductions.

#### **ARTICLE 4 – NO STRIKE OR LOCKOUT**

1. During the term of this Agreement, neither the Union, its officers, agents, representatives, stewards and members, and employees, individually or collectively, shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, (sympathy, or otherwise), slowdown, work stoppage, or any other interference with or interruption of work, during the term of this Agreement.

2. Any employee who violates this Article shall be subject to immediate discharge. Such discharge shall not be subject to arbitration except on the limited issue as to whether the employee has engaged in such proscribed activity. Nothing in this section shall preclude the Employer, at its discretion, from imposing discipline lesser than termination.

3. In the event of any conduct in violation of this Article, the Union and its officers, agents, and representatives shall immediately take positive and evident steps to have those involved cease such

activity. These steps shall involve the following: immediately after the occurrence of any such unauthorized action (but in no event more than one (1) hour thereafter), the Union, its officers, agents, and representatives shall publicly disavow same and shall state such in a letter (sent by facsimile and email) to the Employer's Vice President of Human Resources; notwithstanding the existence of any picket line; the Union, its officers and representatives shall not aid or assist any such unauthorized action; and the Union, its officers and representatives, will, in good faith, use every reasonable effort to terminate such unauthorized action. The obligations of the Union, and its officers, agents, and representatives listed above, are in addition to any other remedy, liability or right provided by applicable law.

4. In consideration for the Union's commitment as set forth in this Article, the Employer agrees that it shall not lock out employees during the term of this Agreement.

## **ARTICLE 5 – EMPLOYMENT STATUS**

Full Time/Part Time/Per Diem Employees: For the purposes of this Agreement, a full-time employee is an employee who is regularly scheduled to work thirty-six (36) to forty (40) hours per week, or who is classified as a .9 or 1.0 FTE. A part-time employee is an employee who is regularly scheduled to work twenty (20) to thirty-five (35) hours per week. A part-time employee shall not be converted to full-time status due to working extra hours or shifts. An employee may maintain only one of the foregoing statuses at any given time.

1. New Employees/Probationary Period: New employees shall work under the provisions of this Agreement but shall be on a probationary basis for the first ninety days (90) calendar days of employment, which shall be extended an additional thirty (30) days upon written notice to the Union, and can be extended a second time for another additional thirty (30) days upon a second notice to the Union. During the probationary period, the employee shall not have access to the grievance or arbitration provision of this Agreement for any reason including discipline and discharge. The Union agrees that this Section acts as a waiver of Hospital's duty to bargain with the Union regarding discipline issued against any probationary employee.

## **ARTICLE 6 – HOURS OF WORK AND SCHEDULING**

1. The regular workweek shall consist of forty (40) hours per week. Nothing in this Article shall be construed as a guarantee of work. The current pay period and pay date will run from Sunday to Saturday pay period and current pay date will be Friday. Thereafter, the "pay period" shall consist of fourteen (14) days, three-hundred thirty-six (336) hours, beginning with shifts starting after 12:01 A.M. Sunday and ending with shifts ending before 12:00 midnight the following Saturday.

2. The regular workday for employees shall be either four (4), six (6), eight (8), ten (10), or twelve (12) hours, at the discretion of management, exclusive of a half hour unpaid meal. The Employer retains the right to establish starting and end times of shifts, and to switch an employee to a shift of longer or shorter duration, or to create a shift that is longer or shorter than the shifts listed above. In the event the Hospital

creates a new shift, such new shift shall be offered on a voluntary basis; if there are multiple volunteers, the award shall be made by seniority provided the employee is qualified. If there are no volunteers, or insufficient volunteers, the new shift shall be assigned by inverse seniority. The Hospital reserves the right to either switch an employee to a longer or shorter shift on a permanent basis and in doing so will provide thirty (30) days' notice, where practicable, to the Union, in writing, before implementing any change.

3. Overtime shall be paid for all hours worked over forty (40) in a week, at the rate of time and one-half the applicable base hourly rate. Non-productive time will not count toward worked hours for the purpose of overtime calculation. There shall be no pyramiding of overtime.

a. Voluntary Overtime and Extra Shifts: Qualified employees can sign up to work additional shifts by notifying their manager in accordance with departmental practice. Employees will be selected on an equitable basis.

b. Involuntary Overtime: the Hospital will comply with the terms of the "Prohibition of Excessive Overtime Act", unless the agreement provides for more Favorable conditions for the employee, in which case the agreement shall apply.

4. Scheduling of Employees shall be done in accordance with the current practice in each department and approved by Management based on operational needs. If management intends to make any changes, management must notify the union ten (10) days prior to implementation. The Union reserves the right to meet and discuss over any such changes.

5. Management shall continue the practice of utilizing bargaining unit members at other sites for the purpose of filling scheduling needs, provided that TH /DCMH schedules and operations are the priority and such off-site assignments do not create understaffing situations at TH / DCMH. Any employee asked to work at another site or who volunteers to work at another site will receive sufficient training prior to taking an off-site assignment. Nothing in this article shall prevent the current practice of Crozer Health employees who work at other sites from back-filling holes in the schedule covering vacations, and other scheduling needs of the unit. At no time should members of the bargaining unit's FTE status be affected by this practice, and the hospital may not reduce FTEs to increase this practice. The hospital and the union agree that the union will not file a unit clarification for those non-union employees to join the bargaining unit for the life of the contract.

6. Hours of work - Baylor Program (Lab):

Baylor Program shall apply in the Lab, except as modified below:

Each position covers 12 hours on Friday and Saturday and an 8-hour shift on Sunday. Full-time employees work 64 hours/pay period and receive pay for 80 hours.

1. STAFFING:

The "first shift" position covers 6:00 AM – 6:00 PM Friday and Saturday, and 8 hours first shift (6am) on Sunday. The "third shift" position covers 6:00 PM – 6:00 AM Friday and Saturday, and 8 hours second shift (230pm) on Sunday.

2. SALARY & BENEFITS:

- a. Hourly rates are calculated according to the following formula: Current rate x 40/32
- b. Overtime: exceeded 40 hours worked in a week. Any hours in excess of 40 hours worked in a week are paid at time and one-half the base hourly rate.
- c. Additional Hours:  
  
Baylor program employees are paid their base rate for any additional hours worked, plus overtime when applicable. If the Baylor program employee is mandated to work due to emergency above the Baylor Hours all hours will be paid at time and half.
- d. Holidays: Baylor program employees are required to work only on holidays that fall on weekends.

## ARTICLE 7 – WAGES

1. Wage Rates. Effective the payroll period following the Date of Ratification, employees shall be placed on the wage scale according to years of license. For those positions not requiring a license, the certification or relevant experience shall be used to place the employee on the wage scale. This wage scale will be effective for all current and newly hired employees. Employees shall move to the next step of the wage scale the pay period following the anniversary date of the Agreement. Any employee above the applicable scale shall be re-circled and receive a 3.0% lump sum.
2. Shift Differentials. Evening \$1.50 per hour, Night \$1.75 per hour
3. Senior/Lead Differential. \$2.50 per hour
4. Preceptor Differential - \$1.00 per hour .
5. Per diem employees covered by this Agreement shall be paid the wage rates specified in the Appendix of this Agreement. Such wages rates shall remain static for the life of the Agreement.
6. Employees who work in a higher paid classification than their own, will receive the higher pay rate for the hours actually worked in the higher classification.

Wages: Appendix A Professional Unit

<b>Clinical Dietitian</b>	<b>Ratification</b>	<b>Year 2 -3%</b>	<b>Year 3 - 3%</b>		<b>Med Technologist (R)</b>	<b>Ratification</b>	<b>Year 2 -3%</b>	<b>Year 3 - 3%</b>
0-1.99	\$29.90	\$30.80	\$31.72		0-1.99	\$29.55	\$30.44	\$31.35
2-3.99	\$31.19	\$32.13	\$33.09		2-3.99	\$30.86	\$31.79	\$32.74
4-5.99	\$32.21	\$33.18	\$34.17		4-5.99	\$32.18	\$33.15	\$34.14
6-8.99	\$35.03	\$36.08	\$37.16		6-7.99	\$33.49	\$34.49	\$35.53
9+	\$37.75	\$38.88	\$40.05		8-9.99	\$34.80	\$35.84	\$36.92
					10+	\$36.11	\$37.19	\$38.31
<b>Social Worker</b>	<b>Ratification</b>	<b>Year 2 -3%</b>	<b>Year 3 - 3%</b>					
0-1.99	\$33.26	\$34.26	\$35.29		<b>Med Technologist (NR)</b>	<b>Ratification</b>	<b>Year 2 -3%</b>	<b>Year 3 - 3%</b>
2-3.99	\$35.33	\$36.39	\$37.48		0-1.99	\$28.55	\$29.41	\$30.29
4-5.99	\$37.02	\$38.13	\$39.27		2-3.99	\$29.86	\$30.76	\$31.68
6-8.99	\$38.37	\$39.52	\$40.71		4-5.99	\$31.18	\$32.12	\$33.08
9-10.99	\$39.93	\$41.13	\$42.36		6-7.99	\$32.49	\$33.46	\$34.47
11-12.99	\$41.62	\$42.87	\$44.15		8-9.99	\$33.80	\$34.81	\$35.86
13+	\$43.87	\$45.19	\$46.54		10+	\$35.11	\$36.16	\$37.25
<b>PT/OT/Speech</b>	<b>Ratification</b>	<b>Year 2 -3%</b>	<b>Year 3 - 3%</b>		<b>Per Diem</b>	<b>Day</b>	<b>Evening</b>	<b>Night</b>
0-1.99	\$34.56	\$35.60	\$36.66		<b>Clinical Dietitian</b>	\$36.58	\$36.58	\$36.58
2-3.99	\$37.34	\$38.46	\$39.61		<b>Social Worker</b>	\$38.80	\$38.80	\$38.80
4-5.99	\$40.34	\$41.55	\$42.80		<b>Social Worker WE</b>	\$41.81	\$41.81	\$41.81
6-8.99	\$44.34	\$45.67	\$47.04		<b>PT/OT/Speech</b>	\$52.50	\$52.50	\$52.50
9-10.99	\$45.79	\$47.16	\$48.58		<b>PT/OT/Speech WE</b>	\$56.38	\$56.38	\$56.38
11-14.99	\$47.17	\$48.59	\$50.04		<b>Med Technologist</b>	\$32.00	\$33.00	\$34.00
15-19.99	\$48.59	\$50.05	\$51.55		<b>Med Technologist WE</b>	\$35.00	\$37.00	\$40.00
20-24.99	\$50.38	\$51.89	\$53.45					
25+	\$51.58	\$53.13	\$54.72					

Wages: Appendix B Technical Unit



Position	Contract Year	Years since	Years since	Years since	Years since	Years since	Years since
		Certification 0-1.99	Certification 2-3.99	Certification 4-5.99	Certification 6-7.99	Certification 8-9.99	Certification 10+
EKG	Ratification	\$19.38	\$19.96	\$20.76	\$21.59	\$22.45	\$23.58
	Year 2 (3%)	\$19.96	\$20.56	\$21.38	\$22.24	\$23.13	\$24.28
	Year 3 (3%)	\$20.56	\$21.18	\$22.02	\$22.91	\$23.82	\$25.01
PT Asst / MLT	Ratification	\$27.95	\$29.29	\$30.61	\$31.93	\$32.89	\$34.22
	Year 2 (3%)	\$28.79	\$30.17	\$31.53	\$32.89	\$33.88	\$35.25
	Year 3 (3%)	\$29.65	\$31.07	\$32.47	\$33.87	\$34.89	\$36.30
Radiologic Tech	Ratification	\$29.97	\$31.30	\$32.62	\$33.94	\$35.26	\$36.68
	Year 2 (3%)	\$30.87	\$32.24	\$33.60	\$34.96	\$36.32	\$37.78
	Year 3 (3%)	\$31.80	\$33.21	\$34.61	\$36.01	\$37.41	\$38.91
CT / Special Study Tech / MRI / CardioEcho	Ratification	\$35.73	\$37.30	\$38.89	\$40.46	\$42.03	\$43.73
	Year 2 (3%)	\$36.80	\$38.42	\$40.06	\$41.67	\$43.29	\$45.04
	Year 3 (3%)	\$37.91	\$39.57	\$41.26	\$42.92	\$44.59	\$46.39
Ultrasound Tech / Vascular Tech	Ratification	\$37.04	\$38.65	\$40.27	\$41.87	\$43.48	\$45.22
	Year 2 (3%)	\$38.15	\$39.81	\$41.48	\$43.13	\$44.78	\$46.58
	Year 3 (3%)	\$39.30	\$41.00	\$42.72	\$44.42	\$46.13	\$47.97
<b>Per Diem</b>		<b>Day</b>	<b>Evening</b>	<b>Night</b>			
EKG		\$23.00	\$24.00	\$25.00			
PT Assistants		\$32.00	\$32.00	\$32.00			
Medical Technician MLT		\$32.00	\$34.00	\$36.00			
Radiologic Tech		\$33.00	\$34.00	\$35.00			
Radiologic Tech Wkend		\$34.00	\$35.00	\$36.00			
MRI		\$37.00	\$40.00	\$42.00			
Cardio Echo		\$37.00	\$40.00	\$42.00			
CT Technologist		\$37.00	\$40.00	\$42.00			
CT Technologist Wkend		\$40.00	\$43.00	\$45.00			
Special Study Tech		\$37.00	\$40.00	\$42.00			
Ultrasound Tech		\$37.00	\$40.00	\$42.00			
Ultrasound Tech Wkend		\$40.00	\$43.00	\$45.00			

## ARTICLE 8 – HEALTH AND WELFARE BENEFITS

1. Effective through the term of this agreement all bargaining unit employees will be eligible to participate in all plan offerings. The Employer currently offers Employees with the option of selecting one (1) of five (5) Medical Plans referred to as the Value Plan, EPO, Limited PPO, Standard PPO, Premier PPO.
  
2. Contributions for Insurance Premiums: Effective as of the date of the ratification of this agreement, full-time and eligible part-time Employees shall pay, twice monthly through payroll withholding, for the Plan selected by Employee as well as the category of coverage, i.e., Employee Only, Employee and Child, Employee and Spouse, Employee and Child(ren) or Family. As defined below:

<b>EPO</b>	<b>Full time</b>	<b>Part time</b>	<b>Limited PPO</b>	<b>Full Time</b>	<b>Part Time</b>
EE Only	\$68.06	\$120.32	EE Only	\$98.38	\$196.76
EE Spouse	\$136.12	\$240.62	EE Spouse	\$195.72	\$391.44
EE Child(ern)	\$121.43	\$204.55	EE Child(ern)	\$175.61	\$351.23
Employee Family	\$171.88	\$343.76	Employee Family	\$260.33	\$520.66
<b>Standard PPO</b>	<b>Full Time</b>	<b>Part Time</b>	<b>Premier PPO</b>	<b>Full Time</b>	<b>Part Time</b>
EE Only	\$144.92	\$256.17	EE Only	\$225.45	\$427.14
EE Spouse	\$288.31	\$509.63	EE Spouse	\$448.52	\$873.28
EE Child(ern)	\$258.69	\$435.77	EE Child(ern)	\$402.46	\$782.47
Employee Family	\$383.48	\$766.97	Employee Family	\$596.59	\$1,169.42
<b>Value</b>	<b>Full Time</b>	<b>Part Time</b>			
EE Only	\$47.64	\$84.22			
EE Spouse	\$95.29	\$168.43			
EE Child(ern)	\$85.00	\$143.18			
Employee Family	\$120.31	\$240.62			

3. Prescription Benefits. Prescription co-pays shall be determined in accordance with the terms of the Medical Plan selected by the Employee.

a. Employees shall have the right to continue to fill prescriptions at the employee pharmacy.

4. Dental Plan Upon ratification of this Agreement, the Employer shall make available the Dental Plan to regular full-time and regular part-time Employees and shall continue to offer the plan for the life of the agreement.

5. Vision Plan. Upon ratification of this Agreement, the Employer shall make available the Vision Plan to regular full-time and regular part-time Employees and shall continue to offer the plan for the life of the agreement.

6. Short / Long Term Disability. Prospect will continue to offer such substantially comparable benefits for the life of the contract.

7. Flexible Spending Accounts – Prospect will continue the flexible spending accounts for the life of the contract.

## **ARTICLE 9 – 401K PLAN**

### **Non-Contributory Contribution Plan**

Effective with ratification, all bargaining unit employees who meet the annual 1,000 hours requirements of the discretionary Non-Contributory Contribution Plan and are still actively employed on December 31 of the plan year shall be enrolled based on base wages and age as follows:

<b>Years of Service</b>	<b>Maximum Contribution Matched</b>	<b>Maximum “Matching” Contribution</b>	<b>CKHS Rate of Contribution</b>
Under 10	\$2,000	\$1,000	50%
10 – Plus	\$4,000	\$2,000	50%

The Employer shall have the right to make any modifications with respect to the Non-Contributory Contribution Plan as may be legally required to maintain compliances with federal benefits laws and it shall have the right to make administrative changes consistent with any changes applicable to non-represented rank and file employees, so long as there is no reduction in benefits.

Eligible employees earn gross wages of less than \$50,000, are paid for at least 1,000 hours, and are actively employed on December 31.

Any employee who receives a higher contribution rate due to their age at the time of the change to the Non-Contributory Contribution Plan shall continue to receive the higher contribution rate for the term of their employment.

#### **401K Plan**

CROZER will contribute to the current 401K Plan for each employee a percentage of their contribution to the plan based on the following schedule:

The benefit amount is determined, based on the employee’s age, as follows:

<u>Age</u>	<u>Contribution Percentage</u>
<20	1.00%
20 - 29	1.75%
30 - 39	2.50%
40 - 49	3.50%
50 - 59	4.75%
60+	6.25%

The Plan year is a calendar year. Age is based on the employee’s attained whole age as of January 1. The benefit is based on eligible earnings up to IRS maximum.

Annual contributions to qualified accounts that are less than the maximum amount will be matched on a pro-rated basis according to the contribution rates listed above.

#### **ARTICLE 10 – HOLIDAYS, VACATION, AND SICK LEAVE**

**1. HOLIDAYS:** Recognizing that the Hospital operates every day of the year and that it is not possible for all employees to be off on the same day, all bargaining unit members are required to work 2 Holidays per year. In the event a department does not have sufficient volunteers to cover any holiday, the Hospital will mandate bargaining unit employees in inverse seniority, on a rotational basis, to cover the

holiday. In no event will a bargaining unit member be required to work more than three (3) legal holidays per year.

a. **a.** The Employer recognizes the following six paid holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**b.** Full-time bargaining unit members shall, each January, receive forty-eight (48) hours of legal time. Part-time bargaining unit members shall receive twenty-four (24) hours of legal time. Per Diem bargaining unit members shall not receive legal time. Such time shall be used in accordance with the established departmental practices. Employees must use the prior year's banked holiday time (48 hours accrued between January 1 and December 31) by January 15th of the following year. There will be a limit of 1 legal holiday used in November, December, and through January 15<sup>th</sup>. Any Legal time balance remaining as of January 15<sup>th</sup> will be forfeited. Unused legal time shall not be paid in the event a member leaves the employ of the Hospital. You must be an active employee at the time the Legal holiday is recognized to access the benefit. All bargaining unit members receive time and one half their base rate of pay when they work a legal holiday.

**c.** Employees may continue the practice of equal switching of holidays worked. The original schedule as posted will determine whether an employee will be counted as working that holiday.

**d.** Full-time bargaining unit members shall, each January, receive forty-eight (48) hours of personal holiday time. Part-time bargaining unit members shall receive twenty-four (24) hours. Per Diem bargaining unit members shall not receive personal holiday time. Personal holiday time not exhausted by the end of the calendar year will be forfeited. Scheduling of personal holiday time shall not be unreasonably denied. Unused personal holiday time shall not be paid in the event a member leaves the employ of the Hospital. In the event an employee resigns or is terminated and has used more than the amount of personal time s/he would have earned on a prorated basis, the used but unearned time will be deducted from the employee's remaining vacation balance, if any, before such balance is paid out to the employee.

**Vacation:**

Vacation Accruals will begin on the first day of employment, however, no employee will be entitled to access their accrual banks until they have successfully completed their probationary period.

Technical Employees (0.9-1.0 FTE)			Technical Employees (0.5-0.8 FTE)		
Years of Service	Hours	Bi-weekly	Years of Service	Hours	Bi-weekly
0-5.99	80	3.08	0-5.99	40	1.54
6-10.99	120	4.62	6-10.99	60	2.31
11-19.99	160	6.16	11-19.99	80	3.08
20+	200	7.7	20+	100	3.85
Professional Employees (0.9-1.0 FTE)			Technical Employees (0.5-0.8 FTE)		
Years of Service	Hours	Bi-weekly	Years of Service	Hours	Bi-weekly
0-4.99	120	4.62	0-4.99	60	2.31
5-19.99	160	6.16	5-19.99	80	3.08
20+	200	7.7	20+	200	7.7

- a. Per Diem bargaining unit members shall not earn vacation time.
- b. The vacation allowance for each year accrues on a bi-weekly basis to the employee
- c. At no time will active employees receive payment in lieu of vacation.
- d. Vacation scheduling will be subject to the Employer's interpretation of operating needs, scheduling and work requirements and seniority. Vacation requests of longer than one week in duration must be made as far in advance as possible, but no later than thirty (30) days in advance of the requested vacation period, provided that an employee who is able to find coverage without causing overtime for a vacation requested with less than thirty (30) days notice will not be unreasonably denied such vacation request by management. Vacations shall not ordinarily be permitted between December 15 and January 15. The Employer will attempt to accommodate scheduled vacations; however, the Employer reserves the right to alter or rearrange vacation schedules based on operating needs. Employees who have pre-approved vacation, and have exhausted their hours due to involuntary circumstances, who have provided proof of payment, will be permitted to keep such pre-approved vacation, and take it as unpaid time.
- e. Up to two entitlements of unused vacation time may be carried over into the following year. At the end of the calendar year, any accrued vacation time beyond two times the yearly entitlement shall not be carried over and shall be forfeited.

## **Sick Leave**

- a.** Full-time, non-probationary employees shall accrue twelve (12) sick days per year on a bi-weekly basis. Part-time, non-probationary employees shall accrue six (6) sick days per year on a bi-weekly basis. Per diem shall not accrue sick leave.
- b.** Sick leave may be banked up to nine-hundred sixty (960) hours; once an employee has nine-hundred sixty (960) hours in their sick leave bank, no further sick leave shall accrue until the bank falls below nine-hundred sixty (960) hours.
- c.** Sick leave may be used only in the event an employee is ill or otherwise personally medically unable to work.
- d.** Sick leave shall not be paid or cashed out.

## **ARTICLE 11 – OTHER LEAVE BENEFITS**

1. **Bereavement:** Three (3) workdays off with pay may be taken by full-time employees within the seven (7) calendar day period following the death of a parent, stepparent, spouse, child, brother, sister, stepbrother, stepsister, legal guardian, relative residing in the same household or same-sex domestic partner. One (1) workday off with pay may be taken by full time employees within the seven (7) calendar day period following the death of a parent-in-law, brother-in-law, sister-in-law, grandparent, or grandchild. Full-time employees working other than 8-hour shifts will receive a maximum of 24 hours' bereavement pay. Part-time employees working 20 or more hours per week shall be eligible for bereavement leave equal to one-half the benefit of a full-time employee. A part time employee working less than 20 hours per week will be eligible for time off under this provision but will not be eligible for paid leave.
2. **Jury Duty:** An employee who is called to jury duty shall be entitled to paid leave. The employee shall be paid the difference between his regular pay and the compensation for jury duty received from the court. An employee called to jury duty shall be required to present a statement issued and signed by the clerk of court stating the number of days the employee was on jury duty and the compensation paid.
3. **Family Medical Leave:** The parties agree to follow the Employer's Leave of Absence/FMLA policy, except as modified as follows: Employees returning from a leave of absence for their own serious medical condition shall retain recall rights for up to one (1) year. Upon an employee's return from leave after twelve (12) weeks, the employee shall return to their prior position, if available, or to a comparable position, if available. If no such positions are available, employees may elect per diem status and retain the right of first refusal to their prior position when such position becomes available. In the event the Family Medical Leave Act is amended or modified in any way, the Employer will meet with the Union upon request to discuss the implementation and impact of such amendment or modification on the employees in the bargaining unit.
4. **Further Extensions for Employee's Own Medical Condition.** If an employee on leave is not able to return at the end of the twelve weeks of FMLA, due to their own serious ongoing health condition, he or she may request a further extension of unpaid leave three (3) months within a rolling year dating back from the date the leave is requested. Leaves will be granted if operational and patient care needs, in the Hospital's judgment, allow. If the employee returns within such three-month period, they are

not necessarily guaranteed reinstatement to the individual's same position if their position becomes unavailable during the extended leave. However, if the employee's same position is not available upon return to work/fitness for duty certification from an extended leave, he or she shall be given preference for vacancies in the bargaining unit provided the employee is qualified. If no vacancy exists, the employee returning from leave shall have the right to a PRN position.

5. Health Insurance will be continued up to six (6) months for employees on leave of absence who are plan participants if they continue to pay their designated employee share of the contribution. Premiums must be forwarded to the Benefits Department by the employee to stay a member of the plans. Full time employees on leave of absence will also be covered under the LongTerm Disability Insurance for six (6) months. If an employee's payment is more than 15 days late, management will send a letter notifying the employee that coverage will be dropped if payment is more than 30 days late unless the copayment is received before that date. Whenever such employees are receiving pay from Prospect Health during any leave, the hospital will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee were actively working.
6. All other leave benefits within the Crozer Family/Medical Leave of Absence policy shall apply, if Crozer changes the policy the hospital shall have the right to meet with the Hospital to discuss the effects of the changes to the policy on bargaining unit employees.
7. Personal, Educational & Military Leave: Bargaining unit RNs will be eligible for personal and military leaves in accordance with Crozer policies governing these subjects, provided that the policies apply equally to bargaining unit and non-bargaining unit employees.

Other Leave: It is the Employer's intent to fully comply with any applicable federal, state, or local law that requires the Employer to provide employees with paid or unpaid leave in excess of what is described in this Article.

## **ARTICLE 12 – SENIORITY**

Two types of seniority shall be used: hospital system seniority and bargaining unit seniority. Hospital system seniority will be used for calculating applicable benefit entitlement such as vacation accrual and health benefits. Bargaining unit seniority will be the primary factor in connection with choosing vacations, layoff, and recall. Bargaining unit seniority will be considered as a factor in connection with promotions and transfers.

### **1. Definitions and Application:**

a. Hospital system seniority shall be defined as the total length of time an employee has been continuously employed in any capacity by CKHS/Prospect Medical Holdings. This time includes work for any CKHS predecessor(s). Cessation of employment for longer than three (3) months with any CKHS entity shall cause a break in hospital system seniority.

b. Bargaining unit seniority shall be defined as the length of time an employee has worked continuously in a classification within the bargaining unit. For employees on the Prospect payroll as of the date of the ratification of this Agreement, uninterrupted time spent as an employee at Prospect shall count in the calculation of bargaining unit seniority. Bargaining

unit seniority for employees hired after the date of ratification shall be defined as the length of time continuously employed in a bargaining unit classification.

2. Accrual

a. Bargaining unit seniority shall commence after the completion of the probationary period and shall be retroactive to the date of hire, provided the employee's employment has been continuous.

b. Seniority shall accrue during a continuous authorized leave of absence without pay, up to twelve (12) months for illness, injury and maternity/paternity, provided the employee returns to work immediately upon expiration of the leave of absence.

c. If an employee is out of work due to a workman's compensation issue, there shall be no loss of seniority.

3. Loss of Bargaining Unit Seniority

Seniority shall be broken when an employee:

a. Quits, resigns, retires or takes a job outside the bargaining unit when the employee's job in the bargaining unit is available;

b. Is discharged for just cause;

c. Is laid off for a period of twelve (12) months or the length of their employment, whichever is shorter;

d. Is absent due to any illness or injury (compensable or non-compensable) for twenty-four (24) consecutive months;

e. Fails to report to work for two (2) consecutive working days after being recalled from layoff, being reinstated to work, or being scheduled to return to work from a disciplinary suspension;

f. Fails to return immediately following the end of a leave of absence, vacation or sick leave;

g. Is absent from work for two (2) consecutive shifts without management approval.

4. Prospect agrees to provide, upon PASNAP's request, an updated seniority list on January 1 and July 1 each year during the life of this Agreement.

5. An employee who leaves the bargaining unit and who maintains continuous service with Crozer Health shall have all of her bargaining unit seniority restored, provided the employee returns to a bargaining unit position within one (1) year. Seniority shall not be considered as a factor, or otherwise entitle the employee to preferential treatment, when bidding on a job to re-enter the bargaining unit.



6. Tiebreaker: In the event employees have identical bargaining unit dates, then hospital system seniority shall determine an employee's position on the seniority list. In the event employees have identical hospital system seniority, the date of the employee's job application shall prevail.

7. Seniority shall equally accrue for all employees, no matter the position, hours of work or appointment fraction the employee works.

### **ARTICLE 13 – LAYOFF AND RECALL**

1. A layoff is defined as the elimination of a position which results in the permanent termination of the employment relationship for an employee.

2. Layoffs shall be by bargaining unit seniority.

- a. Prior to layoffs, management shall ask for volunteers.
- b. Employees affected by Prospect layoffs may apply to jobs for which they qualify within Crozer Health.

3. When possible, management will give ten (10) days' notice to PASNAP when a layoff is to occur, along with the number of positions that are being eliminated and their location. The Union shall have the opportunity to negotiate the effects of the layoff.

4. For a period of one (1) year, laid off employees shall be entitled to recall to bargaining unit positions for which they qualify and become available, in accordance with the process and criteria described in paragraph 2 above.

### **ARTICLE 14 – POSTING AND TRANSFERS**

#### **1. Posting**

- a. Hospital will post all vacancies internally, as soon as practicable, on the Crozer Health careers webpage. Job postings shall include required qualifications.
- b. Job postings shall remain on the webpage for three (3) calendar days prior to the filling of such positions. Hospitals shall consider such applicants in accordance with qualifications and length of service. When selecting among current employees in the bargaining unit, when qualifications among employees are equal in management's judgment, the employee with the most classification seniority shall be awarded the position. However, nothing in this Article shall restrict Hospital from selecting a non-bargaining unit applicant for a position over an employee in the bargaining unit. The employee must accept or decline the position within three (3) calendar days of personal contact with the recruiter

#### **1. Transfers**

- a. Hospital shall have the right to temporarily transfer or reassign an employee to a position or unit/department within the bargaining unit as business needs require for one hundred and twenty (120) calendar days. Transfers to other positions or

units/departments do not warrant a rate adjustment. A transfer to another position or unit/department shall not be considered a promotion, demotion, or discipline. At the conclusion of the one hundred twenty (120) day period, any affected employees must either be returned to their home units, or be given the opportunity to select, on a permanent basis, from available open positions within the bargaining unit for which they are qualified.

- b. A present employee of a Hospital transferring into a new job classification shall not be considered a probationary employee but shall be evaluated on their competency during the orientation period. If such individuals shall be deemed not to have the competencies necessary for the new job classification, they shall be returned to their original position if it has not been filled. If the original position has been filled, the employee shall be returned to an open position for which they are qualified. If there is no available open position, the employee shall be placed on a hiring list for the employee's prior position or be reclassified to PRN status.

#### **ARTICLE 15 – PAST PRACTICE**

Unless specifically enumerated in this Agreement, no practice, procedure, or policy of the Employer shall be construed as a “past practice” subject to enforcement under the terms of this Agreement.

#### **ARTICLE 16 – ON CALL PROCEDURES**

1. On-call duty shall be defined as those hours during which the employee is physically required to come back to their campus after their normal shift has ended. An employee who is assigned to on-call will receive the designated on-call rate.
2. Employees called in to work while on-call, will be paid time and one half their base hourly rate with a guarantee of four (4) hours for the first call-in. If the employee leaves prior to the end of the guaranteed four (4) hours and is called back in prior to the end of the four (4) hour period, there will be no additional payment until after the end of the initial four (4) hour guarantee period.
3. Employees who are called in after the first four (4) hours of the initial start time for the first call, and within eight (8) of the start time for the first call, will be paid time and one half for all hours worked only. There will be no guarantee of hours.
4. Only one 4-hour guarantee will be paid per 8 consecutive hours of assigned on-call.
5. Exempt employees who are called in to work will be paid an equivalent of hour (4) hours guaranteed straight time pay. Any additional call-ins during the first four (4) hours after the employee's start time for the first call will not receive additional pay in excess of the guaranteed four (4) hours. Any additional call-ins after the first four (4) hours and within eight (8) hours of the first call in, will be pad at the straight time for hours worked only. Only one (1) guaranteed 4 hours pay will be paid in any eight (8) hour period.
6. PRN bargaining unit employees who are called in to work while on-call, will be paid time

and one half for all hours worked. PRN are not entitled to receive a four-hour guarantee.

7. Employees may request a beeper for on-call or have the Hospital contact them on their personal cell phones. Employees are obligated to provide an accurate and active cell phone number.

8. Employees may continue the practice of switching on-call and must obtain the approval of management in advance.

### **On-Call Rates:**

#### **PT/OT:**

- \$3.12

#### **Clinical Dietitian:**

- \$2.00

#### **Social Worker:**

- Weekday \$8.00
- Weekend \$8.50
- Holiday \$9.00 (Memorial Day/Labor Day/Independence Day)
- Special Holiday \$11.00 (Thanksgiving/Christmas/New Year)

#### **All Radiology Modalities**

- Weekday \$3.25
- Weekend \$3.50
- Holiday \$4.50

## **ARTICLE 17 – LOW CENSUS**

1. Voluntary Low Census Day: In the event a unit is overstaffed and the census is low for an extended period of time, management may offer a Low Census Day (LCD), after all temporary reassignments are made.

All cancellations will be made in the following order:

- a. Agency by specialty
- b. SSS by specialty (supplemental staffing services)
- c. PRN by specialty (Crozer employees)
- d. Full time and part time employees by rotation

2. An employee may volunteer to take the offered LCD and shall have the option to use unscheduled

vacation or personal holiday time or take the day off without pay at the employee's option. Voluntary LCDs shall be awarded, by seniority, on a rotating basis

3. Mandatory Low Census Day: In the event there are an insufficient number of volunteers to take an LCD and the census remains low, management may mandate the employee in the department with the least bargaining unit seniority to take an LCD. Mandating of LCD shall be done on a rotational basis within the unit by inverse seniority. An employee who has volunteered for LCD during the rotation shall be skipped and shall not be made to take a mandatory LCD until that rotation is complete. However, an employee shall receive credit for voluntary LCD only once during a rotation. The rotation list shall be maintained on the unit, and the unit will advise the scheduling office of the name of the employee to take an LCD. The employee may take unscheduled vacation or personal holiday time or take the day off unpaid, at their discretion. This shall be limited to no more than sixteen (16) hours per pay period for eight (8) hour employees and twenty-four (24) employees for 12 hour employees. In lieu of receiving mandatory low census day (LCD) the employee may volunteer to rotate between Taylor and DCMH PASNAP bargaining unit if the need is required.

## **ARTICLE 18 – TIMEKEEPING AND ATTENDANCE**

### **Timekeeping:**

- a. All employees are responsible for accurately recording any and all time worked. Using the applicable time reporting system, employees must “clock in” by recording the exact time when they begin work and “clock out” by recording the exact time when they end work every time they work, which may be different from the time at which their shift was scheduled to begin or end.
- b. Falsification of time records will be grounds for termination. Falsification of time records includes, but is not limited to, written or verbal misrepresentations of timesheets, time worked, time in or out, length of breaks, or adjustments to time; clocking in or out for another employee; and permitting another person to clock in or out for another employee or one's self.
- c. Employees who fail to clock in or out as described in Section 1(a) of this Article must notify their manager and may be subject to discipline under Crozer Health attendance policy.
- d. Employees are required to clock in and out for their meal breaks and accurately attest to all clock swipes at the time clock for each shift. Employees who are scheduled for less than 6 hours are not entitled to a meal break.
- e. Employees are expected to be ready for work, in uniform, at the start of their assigned shift time. Employees who are required to change at work shall clock in prior to changing into uniform. Employees are expected to cease work entirely after clocking out. Employees are prohibited from “volunteering” unpaid time, or otherwise working “off the clock” either before or after their shift or during an unpaid break. Employees who work “off the clock” will be subject to discipline, up to and including termination for the first offense.

### **Attendance:**

- a. Employees are expected to attend work as scheduled at the work area designated by Management. Employees must notify management of any absences. To notify Management of an absence, the employees must notify their direct supervisor.

- b. If an employee calls out of a shift, the employee must notify management at least two (2) hours before the start of a day shift and three (3) hours before the start of a night shift.
- c. Non-Productive time (example, vacation and personal days) must be used for call outs or emergency absences not covered under sick leave.

#### **ARTICLE 19 –PAYROLL ERRORS AND PARKING**

- 1. Paycheck errors shall be reviewed with the Director of the department, or their designee. Any error that needs to be rectified shall be presented by the Director to Payroll for review. Payroll shall review the error no later than the first full pay period following the date when such error has been identified and acknowledged. Any errors requiring additional payment to the employee shall take place no later than the second full pay period following the date when such error has been identified and acknowledged.
- 2. Employees who are required by the Employer to travel to other facilities within the health system shall be reimbursed for parking costs above any parking costs normally incurred by the employee. Employee is to submit expense reports for reimbursement purposes. Parking at Taylor is free for all employees.

#### **ARTICLE 20 – DISCIPLINE AND DISCHARGE**

- 1. Hospital shall have the right to discharge, suspend, or discipline any employee for just cause. In the event of a suspension or discharge, the Hospital will contact the Union prior to the discipline meeting.
- 2. The Hospital has the right to suspend any bargaining unit member pending an investigation. The period of suspension will be unpaid. The duration of the suspension shall not extend beyond twenty-one (21) calendar days unless an extension is requested in writing to the union. The union will not unreasonably deny an extension. If the employee is returned to work after the investigation without disciplinary action, they shall be paid for all shifts missed at their base hourly rate. A maximum of the first five (5) scheduled shifts will remain unpaid if the employee is returned to work with disciplinary action.

#### **ARTICLE 21 – GRIEVANCE AND ARBITRATION**

- 1. A grievance shall be defined as any complaint, dispute, controversy, or disagreement involving one (1) or more employees and the Employer, between the Union and the Employer, which may arise concerning the application, meaning or interpretation of this agreement. Grievances shall be processed and disposed of in the following manner:

**STEP ONE** – The grievant and the Union representative shall submit the written grievance to the grievant’s Department Head or his or her designee. The Department Head or his or her designee shall have seven (7) calendar days after receipt of the grievance to meet with the grievant and his

or her Union representative and, once the meeting has occurred, seven (7) calendar days to give his or her answer in writing. If the response is not given within the time limits set above, then the grievance shall be moved to Step Two. If no satisfactory settlement is reached, the grievant or the Union may, within seven (7) calendar days after the Department Head's answer, appeal the matter to Step Two.

**STEP TWO** – The grievant and the Union representative shall submit the written grievance to a Human Resource Manager, who shall have fourteen (14) calendar days after receipt of the grievance to meet with the grievant and the Union representative and, once the meeting has occurred, fourteen (14) days to give his or her answer in writing. If the response is not given within the time limits set above, then the grievance shall be moved to Step Three. If no satisfactory settlement is reached, the Union may, within thirty (30) calendar days after Human Resource's answer, appeal the matter to Step Three.

**STEP THREE** – If the grievance is still not satisfactorily settled, the matter may be appealed to an impartial Arbitrator. The Arbitrator shall be selected in accordance with the prevailing rules of the American Arbitration Association applicable to labor arbitrations.

2. The cost of the arbitration shall be shared equally by the parties.
3. The Arbitrator's decision shall be rendered within thirty (30) calendar days after the hearing of the dispute, unless extended by mutual agreement. The findings of the Arbitrator shall be final and binding upon the parties.
4. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 1 of this Article, and he or she shall have no power to add to, subtract from, or modify in any way the terms of this agreement.
5. Effect of Failure to Appeal – Any grievance shall be considered as settled on the basis of the last answer of the Employer, or the Union in the case of a grievance filed by the Employer, if not appealed to the next step or to arbitration within the time limitations set forth herein.
6. Effect of Settlement – The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between the employer and the union shall be final and binding upon the employee, employees, or persons who are involved and were affected thereby. Any interpretation of this agreement agreed upon by the employer in the union shall be final and binding on employees or any person affected.
7. If the Employer fails to answer a grievance at any step, the grievance shall automatically proceed to the next step.

## **ARTICLE 22 – DRUG AND ALCOHOL TESTING**

Hospital may test employees for drugs and/or alcohol in accordance with the applicable written policy. Hospital reserves the right to revise such policy from time to time, in its discretion, so long as such revisions apply equally to all employees, both bargaining unit and non-bargaining unit employees.

### **ARTICLE 23 – PERSONNEL FILES**

Minor infractions on an employee’s record shall not be considered for purposes of issuing further discipline after one (1) year have passed from the date of the infraction, provided that the one (1) year is free of infractions. Minor infractions include verbal and written warnings. Final Warnings shall not be considered for purposes of issuing further discipline after two (2) years, provided that the two (2) years are free of infractions. Nothing in this Section shall be construed to require that Hospital remove discipline from an employee’s personnel file.

### **ARTICLE 24 – INSERVICE EDUCATION AND TUITION REIMBURSEMENT**

1. Mandatory Inservice:

a. Crozer will continue to provide in-service education for employees on a continuing and regular basis, and it shall be the responsibility of the employee to seek opportunities to meet individual learning needs.

b. Employees will be compensated at their regular base hourly rate for time spent in any mandatory in-service as required by Crozer. These hours will not count to the calculation of overtime.

2. Certifications and Professional Development:

a. **ELIGIBILITY**

i. Regular full-time and part-time benefit eligible employees may apply for reimbursement of required and applicable job-related certifications and professional development expenses. Newly hired employees may apply for certification programs that begin after the successful completion of the 90-day probationary period.

ii. Employees must continue to be actively employed during the entire certification process.

iii. Required/applicable certifications and renewals of such certifications reimbursed under this Policy must meet approval criteria. The certification:

1. Maintains the Company’s regulatory compliance to be licensed and accredited \

2. Is taken to meet or maintain the express requirements of the Health System as a condition for retention of the applicant’s present job or salary, or is applicable to the employee’s present job or clinical specialty

3. If not specifically job related, enhances an eligible employee's potential for advancement to a position within the Company that there is a reasonable expectation of advancing.

4. May be an e-learning (Internet) course, provided the required certification achieved by the due date.

b. APPROVAL AND PAYMENT

i. All eligible certifications and professional development expenses for conferences, seminars, etc. will be approved in advance by a Director or above (the Chief Nursing Officer/CNO for employees who work in nursing departments) using the appropriate form(s). In addition to the Crozer Health Certification and Professional Development Form, all non-CME conferences and seminars must also be approved using the PMH form included in PMH Policy FIN 013.

ii. Eligible expenses are processed through Concur and paid through the department's budget.

iii. The immediate manager approving the Concur expense will confirm that the certification is successfully completed. The employee will document the attainment of the certification in Oracle and HealthStream.

iv. Employer shall allocate up to \$250.00 per calendar year to reimburse each eligible employee in the bargaining unit for costs incurred for attending approved continuing education conferences or classes locally. In no event shall any employee receive a cash-out for any unused continuing education funds. Employees will also have two (2) days per calendar year to attend educational conferences/CEU and recertification classes; such days will be granted off if operational and patient care needs permit. Employees can choose to use vacation time, personal time, or unpaid time at their discretion.

3. Tuition Reimbursement:

a. Regular active full-time and part-time benefit eligible employees who are not in Level II or above disciplinary status or actively in a performance improvement plan (PIP) are eligible to apply for tuition reimbursement. Newly hired employees may apply for tuition reimbursement if the course start date is after the successful completion of the 90-day probationary period. Employees who are on an approved leave of absence are not eligible to apply for tuition assistance while on a leave but will be reimbursed when they return to work if the required Tuition Reimbursement Request Form was approved prior to starting the course.

b. Eligible tuition reimbursement expenses are processed in Human Resources and paid through Finance or Payroll, as appropriate, after the course(s) are successfully completed. All courses must be approved in advance by a



Director or above and Human Resources using the required form. Required documentation must be submitted with the form. Employees who withdraw from an approved course and complete a different course must submit a new approval form.

4. Employees must continue to be actively employed in a benefit eligible position during the entire course to be eligible for reimbursement. The eligible tuition reimbursement benefit amount is determined based on the employee's full-time or part-time status on the date that acceptable grades are received in Human Resources. Employees may be required to reimburse the Company for benefits paid; see "Payback Requirements".
5. Acceptable grades (a grade of "C" or better or "Pass" for pass/fail classes) and related original itemized paid receipt(s)/proof of payment must be submitted to Human Resources within 60 days of completing the course, to be eligible for reimbursement.
6. If documentation is not received within 60 days of the course end date, reimbursement will be denied. If the documentation is deemed insufficient by Human Resources, employees have 30 days to submit acceptable documents. The 30 days start on the date that Human Resources notifies employees of the insufficient documentation in writing.
7. Courses of study must be job related and/or benefit the mission of Crozer Health, and must meet the following approval criteria. The course:
  - a. Maintains or improves the skills required in applicant's present job
  - b. Is taken to meet the express requirements of the Health System as a condition for retention of the applicant's present job or salary
  - c. Maintains the Company's regulatory compliance to be licensed and accredited
  - d. Is a part of a course of study (i.e. degree program) that will qualify the applicant for advancement to a position within the organization to which there is a reasonable expectation of advancing
  - e. Is taken to meet the minimum educational requirements of an individual's job
  - f. May be an e-learning (Internet) course
  - g. Is a CLEP or challenge exam
  - h. Is not a preparation course for an exam required for admission into a degree program (i.e. GMAT, GME, etc.)
  - i. Is not a seminar, certificate, or Continuing Education Unit (CEU) program.

8. Written justification and recommendation from an applicant's Vice President is required for tuition assistance requests for a doctoral degree, and the request must be approved by Human Resources.

9. Tuition Reimbursement:

- a. The annual tuition reimbursement benefit is based on a 12-month period starting the Fall semester (typically from September 1 to August 31). If not used, the eligible amount does not roll into the next year; it is forfeited.
- b. The benefit amount is determined by an eligible employee's employment status on the date that acceptable grades are submitted to Human Resources in accordance with the eligibility criteria paragraph.
- c. Full-time 100% (\$4,000 maximum)
- d. Part-time 50% (\$4,000 maximum)
- e. Tuition benefits will be paid upon successful completion of approved courses, and submission of acceptable grades and all other required documentation. Tuition benefits will be taxed in accordance with Internal Revenue Service Regulations, which are subject to change.
- f. Tuition reimbursement will not include the cost of books and related materials, lab and matriculation fees, mileage, meals, or incidental expenses.
- g. Reimbursement will never exceed the amount the employee is required to pay for tuition:
- h. The dollar value of any grants or scholarships received will offset the tuition cost prior to reimbursement.
- i. The Company partners with certain universities that offer tuition discount programs. Employees are required to apply for employee discounts through schools such as Widener University (on campus and online programs) and Drexel University (online programs only) and to report the discounted tuition amounts on the approval request form.
- j. Acceptable grades and proof of payment for approved courses must be submitted timely as outlined.

10. Payback Requirements

- a. Employees who leave the Company within 12 months of the date of receiving reimbursement are required to repay the Company for tuition benefits received. Employees accepting the terms of this Policy sign a written agreement

to repay a prorated amount to the Company, based on the number of months of service earned since reimbursement was issued. Repayment is not required if the termination is due to a layoff or if the employee's department is outsourced to another company.

b. Such payment may be deducted from the employee's final pay, in accordance with state and federal regulations. If such payment is not deducted from the final pay, employees will be required to repay by personal check, money order, or cashier's check. Failure to repay by the due date may subject an outstanding balance to be placed with a collection agency.

## ARTICLE 25 – NON-DISCRIMINATION

1. The Employer shall continue to apply its existing policy of non-discrimination on the basis of race, color, ancestry, religion, sex, sexual orientation, national origin, age, pregnancy, physical or mental disability, citizenship status, veteran status, gender identity or expression, genetic information or any other characteristic that is protected by federal, state or local law. Specifically, the Employer shall apply and enforce the Hospital's Equal Employment Opportunity Policy.
  - a. The Employer shall not be required to notify or bargain with the Union prior to implementing modification to its Equal Employment Opportunity Policy so long as that Policy, as modified, continues to apply to all employees, both bargaining unit and non-bargaining unit.
2. Investigations: The Union acknowledges that the Hospital's Equal Employment Opportunity Policy prohibits discrimination or harassment of employees. If any bargaining unit employee notifies the Union of an alleged violation of this Article, the Union will encourage the employee to bring the matter to the attention of the Employer in accordance with the Hospital's Equal Employment Opportunity Policy. Once a complaint has been presented to the Employer, the Union will cooperate with the Employer in its investigation.
3. Gender Neutral Language: Where the masculine or female gender is used in any job classification or provision in this Agreement, it shall not be deemed to refer to either or both sexes and is not intended, or shall it be deemed to limit, job eligibility or the application of any provision of this Agreement to members of all gender identities.
4. Respect, Dignity and Safety: Crozer Health policy is to ensure that all employees, supervisors, physicians, business visitors, patients, and/or other customers or visitors promote a culture of safety and conduct themselves in a manner which protects and respects the rights, privacy and dignity of all individuals with whom they come into contact.
5. Crozer Health prohibits any individual, regardless of position, from threatening, bullying, intimidation, or engaging in other unlawful and/or unprofessional harassment or related conduct.
6. Crozer Health has established policies to enforce these standards.

Election of Remedies: In the event an employee has filed a charge or complaint with any federal, state or local human relations agency alleging conduct that violates this Article, neither the employee nor the Union, on behalf of the employee, shall be permitted to pursue a grievance under the Grievance and

Arbitration procedure in this Agreement arising from the same set of circumstances as the employee's administrative charge or complaint.

## **ARTICLE 26 – UNION VISITATION AND BULLETIN BOARD**

1. Any authorized Union representative wishing to visit the facility for the purpose of administering this Agreement shall provide the Employer with notice of such visit in writing at least 1 hour prior notice if the visit is to fall within the working hours of 8AM to 5PM, or 8 hours prior notice if the visit is to fall outside of working hours. The Employer will not unreasonably withhold permission for such a visit.

When the Union representative enters the premises in which the Employer operates, he or she shall notify the appropriate HR representative so that his or her activities do not interfere with Hospital operations. The conducting of Union business shall not, under any circumstances, interfere with the Hospital's operations or delivery of patient care services in any way.

**Bulletin Board:** The Employer will provide an enclosed bulletin board, in a mutually agreed upon location that is not in, or in the immediate vicinity of, a patient access area, for the exclusive use of the Union. The Union will use the bulletin board for the purpose of posting proper PASNAP notices. The Employer may remove any material that is profane, obscene, or defamatory to the Employer, its representatives, its patients or to any individual.

## **ARTICLE 27 – MONTHLY LABOR MANAGEMENT MEETING**

1. Except for the first six months following ratification of this Agreement, Representatives of the Hospital and PASNAP will meet every other month except for July-August and December, unless both parties agree. In the first six months after ratification of this agreement, the parties can meet monthly by request of either party.
2. The Union shall provide an agenda at least 7 business days prior to the meeting to the HR Business Partner or their designee via email.
3. Such meetings will be conducted on a mutually agreed-upon date and time to be determined after ratification. On a regular basis, not more than five (5) bargaining unit members can attend. At no time will bargaining unit employees be paid for time spent for preparation for Labor Management meetings. Meetings will be no longer than 1 hour in duration and only those employees actively working will be compensated if released to attend.
4. Management will endeavor to release the requested bargaining unit members to attend; however, if due to patient care or operational needs they cannot be released, the Union will identify suitable replacements.
5. The Union and Management will share notes after the conclusion of the meeting to collaborate on a jointly agreed upon document capturing the minutes.
6. After the first year, the meeting will be held on a quarterly basis, but can be adjusted to accommodate for critical issues by mutual agreement of both parties.

**ARTICLE 28 – SEPARABILITY AND SAVINGS**

1. If any Article or Section of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such a tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby.
2. In the event that any Article or Section of this Agreement is held invalid or enforcement of or compliance therewith has been restrained, as set forth above, Taylor and PASNAP shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement provision. During such negotiations, all other provisions of this Agreement shall remain in full force and effect.

**ARTICLE 29 – SAFETY AND SECURITY**

1. The Hospital and Union agree that workplace safety is a team effort, and the Union expressly agrees to cooperate with the Hospital in its ongoing efforts in developing and implementing programs to prevent violence in the workplace. Among other things, this means encouraging its members to fully cooperate and immediately and accurately report all safety incidents to the appropriate management representative. If a Hospital Safety committee is convened, one (1) representative from this collective bargaining unit will be enabled to attend meetings relative to Hospital.

**ARTICLE 30 – EFFECT OF CONTRACT**

1. This Agreement is in lieu of any other agreements or understandings between the parties, either oral or written, covering the employees in this bargaining unit with respect to their wages, hours, rates of pay or other conditions of employment.
2. No provision in this Agreement shall be modified, amended, or altered except by written agreement that is executed by both parties.

**ARTICLE 31 – DURATION**

This Agreement shall be effective from 12:01 AM on July 29, 2022 through 11:59 PM on the day before the third anniversary of July 28, 2025.

**For the Union:**

**For the Hospital:**

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