

**AGREEMENT**

**By and Between**

**CROZER-CHESTER MEDICAL CENTER**

**and**

**CROZER-CHESTER MEDICAL CENTER SOCIETY/PASNAP OF  
PHARMACISTS/PASNAP**

**Effective December 20<sup>th</sup>, 2020 to December 19<sup>th</sup>, 2024  
1 year Extension**

Prospect CCMC, LLC/Crozer-Chester Medical Center and Crozer Chester Society of Pharmacists (SOP) / PASNAP, agree to extend their December 20, 2020 – December 19, 2023 collective bargaining agreement for one year, through and including December 18, 2024, except for the following changes:

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## **AGREEMENT**

This Agreement made and entered into this 20th day of December 2020, between the CROZER-CHESTER MEDICAL CENTER (hereinafter called "CROZER") and the CROZER-CHESTER MEDICAL CENTER SOCIETY/PASNAP OF PHARMACISTS/PASNAP (hereinafter called "SOCIETY/PASNAP").

### **WITNESSETH:**

WHEREAS, the parties hereto recognize that the enlightened participation of management and labor is needed if CROZER is to make its maximum contribution to the community and recognizing that complete and uninterrupted patient care is of vital importance to the health, welfare and safety of the community, and desiring to establish conditions of employment under which members of the SOCIETY/PASNAP shall work for CROZER during the term of this Agreement, and

WHEREAS, the parties hereto desiring to cooperate in maintaining proper and harmonious relationships, clearly defining mutual obligations, stipulate and agree as follows:

### **ARTICLE 1** **RECOGNITION**

1. CROZER recognizes the SOCIETY/PASNAP as the sole collective bargaining representative for staff pharmacists and graduate pharmacist interns employed by CROZER.
2. This Agreement shall not be construed to extend to or affect in any way any other employee or phase of CROZER's business, guards, pharmacist externs, student pharmacists (clinical pharmacists and undergraduate pharmacist interns), supervisors, first level supervisors and confidential employees within the meaning of the Act.
3. Whenever the word "employee" is used in this agreement, it shall be deemed to mean only staff pharmacists and graduate pharmacist interns in the bargaining unit covered by this Agreement and no other.

4. A full-time employee is one employed and scheduled to work forty (40) hours per week. A permanent part-time employee is one employed and scheduled to work less than forty (40) hours per week but twenty (20) or more hours per week. Employees who work less than twenty (20) hours per week shall be covered by this Agreement only as it pertains to fringe benefits, except as specifically provided for in this Agreement.

5. A temporary employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an employee on leave or vacation.

## **ARTICLE 2** **MANAGEMENT RIGHTS**

Except as in this Agreement otherwise provided, CROZER retains the sole and exclusive right to promulgate rules and regulations; direct, designate, schedule and assign duties to the work force; plan, direct and control the entire operations of the Hospital; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any other location or discontinue the same in whole or in part; merge with any other institution; make technological improvements; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees or transfers in the work force; require the assignment of additional or different duties or cause the elimination or addition of pharmacy titles or jobs; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Hospital prior to the execution of this Agreement, except as limited herein. All rights, powers, discretion, authority, and prerogatives possessed by CROZER prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with CROZER, except as limited herein. The SOCIETY/PASNAP shall cooperate fully to insure the foregoing and to render the highest patient care and facilitate hospital operations.

**ARTICLE 3**

**MAINTENANCE OF MEMBERSHIP**

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.

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.

2. CCMC 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 fifteenth (15<sup>th</sup>) of the following month. CCMC's responsibility to deduct dues and/or fair share fees shall be coterminous with this Agreement.

3. CCMC 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.

4. PASNAP shall indemnify and save CCMC 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 CCMC 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 CCMC'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.

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

6. CCMC agrees to furnish PASNAP, when requested, a list of the names of employees in the bargaining unit, their department, addresses and phone numbers. If requested, the list will contain the employees' appointment fraction, date of hire and seniority. Requests for lists will not be made more often than every three months.

**ARTICLE 3**

7. Each month, CCMC 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.

**ARTICLE 4**

**SOCIETY/PASNAP ACTIVITY, ACCESS TO MEDICAL CENTER AND BULLETIN BOARD**

1. The SOCIETY/PASNAP may designate one employee as its local representative and authorize this employee to deal with CROZER pertaining to employment conditions and adjustment of problems arising under this Agreement. The SOCIETY/PASNAP will notify CROZER of this representative's designation and authority, and any change in either.

2. A duly authorized Staff Representative of the SOCIETY/PASNAP may visit CROZER's premises, provided at least twenty-four (24) hours advance notice is given for the visit, and after receiving permission of the Vice President of Human Resources, or their designee, to discharge the SOCIETY/PASNAP's duties as the employees' collective bargaining representative.

3. CROZER will provide the SOCIETY/PASNAP with, and suitably locate, an enclosed bulletin board on which to post (a) official SOCIETY/PASNAP notices and (b) notices required by law. This bulletin board will at all times, carry a label, device or notice clearly identifying it as SOCIETY/PASNAP space (for use) and disclaiming CROZER responsibility for any matters posted on it. The signature (or facsimile signature) of a duly authorized SOCIETY/PASNAP representative will be affixed to every SOCIETY/PASNAP notice posted in this space. The SOCIETY/PASNAP may also post such other matter as CROZER may expressly or specifically approve, and the SOCIETY/PASNAP will attach to any such matter appropriate identification of the person posting it. CROZER may remove any material that is profane, obscene or defamatory to the Hospital, its representatives, its patients or to any individual.

**ARTICLE 5**  
**NON-DISCRIMINATION**

Neither CROZER nor the SOCIETY/PASNAP will discriminate against any employee or applicant for employment in any matter relating to employment, because of age, race, color, creed, sex, national origin, marital status, sexual orientation, political affiliation, activity on behalf of the SOCIETY/PASNAP, or refusal to engage in activity on the behalf of the SOCIETY/PASNAP.

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 SOCIETY/PASNAP, 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 6**  
**DISCHARGE OR DISCIPLINE**

1. An employee who has completed his probationary period shall be demoted, suspended, otherwise disciplined, or discharged only for just cause.

2. Employees who are discharged for incompetency shall first have had a prior warning of such incompetency with a copy sent to the SOCIETY/PASNAP.

3. ***PROTEST PROCEDURE***

A. Upon the termination of an employee for any reason, CROZER shall, within ninety-six (96) hours thereafter, excluding Saturday, Sunday and holidays, notify the SOCIETY/PASNAP in writing of such termination, stating the reason therefore.

B. A discharged or laid off employee has ten (10) days from the date of discharge or layoff, excluding Saturday, Sunday and holidays, within which to file written protest with the SOCIETY/PASNAP (with notice to CROZER). Said discharge shall then be subject to the Grievance Procedure, ARTICLE 12. If no protest is filed within said ten (10) day period all rights possessed by said employee of the SOCIETY/PASNAP to protest the discharge or layoff are waived.

4. For the first call-out in a calendar year due to a bona fide emergency, an employee shall not receive an occurrence under the CROZER attendance policy, provided the employee uses a personal day when calling out and provided the employee calls out at least two (2) hours before the start of the shift. If the employee does not have any personal days, the call-out shall be counted as an occurrence. For purposes of this Section, attendance occurrences may be assessed in the event the Employer reasonably believes that the call-out was not due to a bona fide emergency (e.g., the call-out occurred the shift before or after a holiday, or during a time period when the employee previously was denied a request for time off.

**LAYOFF AND RECALL**

**1. LAYOFF**

A. In the event of a layoff within a job classification, probationary employees within that job classification shall be laid off first. Non-probationary employees shall be the next to be laid off on the basis of their seniority, job competence and overall qualifications. The employee to be laid off may replace the least senior person whose position he or she is capable of performing with a reasonable orientation.

B. Employees to be laid off shall be given three-(3) weeks' notice. Probationary employees need not be given any notice prior to layoff. It is understood that a layoff shall occur only at the end of an employee's weekly schedule after the employee has completed the probationary period.

**2. RECALL**

A. Whenever a vacancy occurs in a job classification, employees who are on layoff in that classification shall be recalled in accordance with their seniority in the reverse order in which they were laid off. Recall notices shall be sent by certified mail, return receipt requested, to the last employee address listed in CROZER's records.

B. Probationary employees who have been terminated or laid off have no recall privileges.

C. A part-time employee on layoff shall have recall rights to a full-time position only if he is willing to work the required full-time schedule of hours.

D. An employee who is recalled from layoff must report for work within five (5) working days of his receipt of notice of recall. CROZER's obligation to reinstate shall cease after five (5) working days if the employee has not reported for work.

3. An employee who has been reduced to part-time employment because of reduced work or for medical reasons must be offered the first full-time job available provided that he is able to fill that job.

**ARTICLE 8**

**HIRING OF EMPLOYEES - PROBATIONARY PERIOD**

1. CROZER may obtain employees from any and all sources available. CROZER agrees that it will consider applicants for job opportunities referred to it by the SOCIETY/PASNAP.

2. All new Staff Pharmacists hired will be considered probationary employees for a period of ninety (90) calendar days; all new Graduate Interns will be considered probationary employees for a period of one-hundred and twenty (120) days from date of hire, excluding time lost for sickness and other leave of absence.

3. During the probationary period, CROZER may discharge any such employee at will, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

4. CROZER shall mail notice to the SOCIETY/PASNAP of all new employees within



ten (10) days of the date of employment and said notice shall contain the name of such new employee, the position for which employed, the date of commencement of work, and the rate of pay at which the person is employed.

**ARTICLE 9**  
**SENIORITY**

**1. Definitions:**

A. Seniority shall be defined as the length of time an employee has continuously been employed by CROZER as staff pharmacist or graduate pharmacist intern.

**2. Accrual:**

A. An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the date of his last hire.

B. Seniority shall accrue during a continuous authorized leave of absence without pay.

C. Seniority shall accrue during a period of continuous layoff not to exceed the lesser of twelve (12) months or the length of an employee's continuous employment.

D. Temporary employees shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee become a permanent employee, then seniority shall be retroactive to the date of employment.

**3. Loss of Seniority**

Seniority shall be broken when an employee:

A. Quits or resigns;

B. Is discharged for just cause;

C. Is laid off for a period of twelve (12) consecutive months;

D. Fails to report for work following recall from layoff, or a decision of an arbitrator reinstating an employee who was discharged, within five (5) working days after being notified by certified mail, return receipt requested, at the last address in CROZER's records;

E. Fails to return immediately following a vacation or the end of a leave of absence in accordance with the terms of the leave of absence;

F. Is employed by another employer during a leave of absence in violation of the terms of such leave of absence;

G. Fails to return following a disciplinary suspension;

H. Is absent for three (3) consecutive workdays without notifying CROZER unless the employee presents a valid excuse for not giving such notification.

**4. Application of Seniority**

Seniority will apply to:

- A. Layoff and recall;
- B. Promotion;
- C. Vacation time selection.

In vacation time selection, seniority will be subject to CROZER's operating requirements and sign up date. In promotion and layoff CROZER will be guided by seniority only if the involved employees' abilities, qualifications and potential (including without limitation, preparation, ability, dependability, skill, efficiency and physical fitness) are approximately equal. CROZER's decisions under the preceding sentence will be subject to the first three (3) steps only

of the grievance procedure set forth in ARTICLE 12 of this Agreement, but will not be subject to arbitration under step four of ARTICLE 12.

5. CROZER will, upon the execution of the Agreement and annually thereafter, post and furnish seniority lists to SOCIETY/PASNAP and will correct such lists from time to time as may be necessary.

6. In applying seniority under this Agreement, part-time employees working 20 or more hours per week shall have their seniority calculated on the same basis as full-time employees; however, part-time employees working less than 20 hours per week will not receive preference over part-time employees working 20 or more hours per week even if the part-time employee working less than 20 hours per week has greater seniority.

## ARTICLE 10

### LEAVE OF ABSENCE (UNPAID)

1. Employees having twelve (12) months or more seniority may apply for a leave of absence without pay. Requests for leave must be made in writing to the employee's Department Head. An employee returning from leave shall notify CROZER in writing prior to return date or date of intention to return.

2. Family Medical Leave will be available for those eligible for such leave under the law (i.e., those who have worked 1250 hours in the preceding 12-month period) If a pharmacist is on Family Medical Leave and has no accrued sick time or insufficient accrued sick time, they are required to use accrued vacation time less one week which will remain in their bank.

Medical and/or Family leaves may be granted for the following reasons:

- A. Medical leaves may be granted when an employee has a serious illness, injury or medical condition.
- B. Medical leaves for maternity purposes may be granted to mothers upon the birth of a child and to care for a newborn child. When medically necessary, maternity leaves may begin prior to the birth of the child.
- C. Family leaves may be granted when a spouse, child or parent of an

employee has a serious illness, injury or medical condition that requires medical care and/or attention for an extended period of time.

D. Family leaves may also be granted to fathers upon the birth of a child and/or to care for a newborn child.

E. Employees who have adopted a child or who have had a foster child placed in his or her care may also be permitted to take a Family leave.

3. Leave of absence for educational purposes shall be granted for up to six (6) months and may be extended for not longer than an additional six (6) months.

4. Personal leaves of absence may be granted by CROZER for good and sufficient reason provided the employee is eligible.

5. Military Leave - Leave of absence for the performance of duty with the United States Armed Forces shall be granted in accordance with applicable law.

6. Health Insurance and Group Life Insurance will be continued up to six (6) months for employees on leave of absence. After six (6) months, employees may continue on the Medical Center's Health Insurance and Group Life Insurance plans but at the employees' expense. Premiums must be forwarded to the Benefits Department by the employee in order to stay a member of the plans. Similarly, Group Life Insurance Optional Insurance, which is normally purchased by employees during active employment, can also be carried during a leave of absence if the premium is remitted to the Benefits Department on a timely basis. Full-time employees on leave of absence will also be covered under the Long-Term Disability Insurance for six (6) months. Part-time employees will continue to be responsible for paying one-half the premium for the health insurance package while on leave.

7. Sick leave, vacation days, and holidays are not earned during a leave of absence. This means that legal holidays are not paid during a leave of absence, and personal holidays are not accrued during those calendar quarters in which an employee was continually on a leave of absence.

a. Any employee, who returns from a leave of absence within twelve (12) weeks from the employee's approved leave of absence, shall be reinstated to their former position.

b. Any employee who returns to work from a medical, family or personal leave of absence extending beyond twelve (12) weeks or a pre-approved extension of

sixteen (16) weeks 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 bump the least senior employee in the bargaining unit.

## **ARTICLE 11**

### **FUNERAL AND JURY DUTY**

1. **Bereavement:** Bargaining unit employees will be eligible for Bereavement in accordance with CKHS's bereavement pay policy. With regard to the seven (7) calendar day period within which an employee must use bereavement leave under the policy, the Hospital will consider exceptions to this requirement on a case-by-case basis.
2. **Jury Duty:** All employees who are called to serve as jurors will receive their regular pay less their pay as juror for each regularly scheduled work day while on jury duty. The receipt of a subpoena or a notice to report for jury duty must be reported immediately to the Pharmacy Department, of CROZER and CROZER may request that the employee be excused or exempted from such jury if, in the opinion of CROZER, the employee's services are essential at the time of the proposed jury service.

## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

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

**Step One:** The employee or employees affected shall take the matter up with his immediate supervisor within ten (10) work days of its occurrence, either directly or through a representative of the SOCIETY/PASNAP in an attempt to affect a satisfactory settlement. The supervisor shall have five-(5) work days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached the grievant or SOCIETY/PASNAP may, within five (5) work days after the supervisor's answer, appeal to Step Two.

**Step Two:** The grievance shall be reduced to writing by the grievant or the SOCIETY/PASNAP and referred to the grievant's department head or his authorized representative. The department head or his authorized representative shall have five (5) work days after receipt of the grievance to meet with the grievant or the SOCIETY/PASNAP and give his answer. If no satisfactory settlement is reached the grievant or the SOCIETY/PASNAP may, within five (5) work days after the department head's answer, appeal the matter to Step Three.

**Step Three:** The grievant or the SOCIETY/PASNAP will submit the written grievance to the Vice President of Human Resources or his designee, who shall have five (5) work days after receipt of the grievance to meet with the grievant or the SOCIETY/PASNAP and give his answer. If no satisfactory settlement is reached the grievant or the SOCIETY/PASNAP may, within five (5) days after the Human Resource department's answer, appeal the matter to Step Four.

**Step Four:** If the grievance is still not satisfactorily settled, the matter may be appealed to an impartial arbitrator to be appointed by mutual agreement between the parties hereto. If an arbitrator cannot be agreed upon within five (5) working days following the receipt of either party of a request from the other for the appointment of such arbitrator, then the arbitrator shall be selected in accordance with the then prevailing rules of the American Arbitration Association.

2. The costs of 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. 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 shall have no power to add to, subtract from, or modify in any way any of 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 CROZER if not appealed to the next step or to arbitration within the time limitations set forth herein. Time periods may be extended by mutual agreement.
6. **Computing Time Limitations:** Saturdays, Sundays and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

### **ARTICLE 13** **PAST PRACTICE**

Unless specifically enumerated in this Agreement, no practice, procedure or policy of the Hospital shall be construed as a "past practice" subject to enforcement under the terms of this Agreement, unless the Hospital continues or commences such practice after the effective date of this Agreement.

### **ARTICLE 14** **RETIREMENT, DISABILITY INSURANCE, LIFE INSURANCE, HOSPITALIZATION PLANS, TUITION REFUND POLICIES AND MILITARY LEAVE POLICIES**

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. The Employer may make changes to the EPO plan provided the changes result in a substantially similar plan. Before making changes to, eliminating or replacing the other plans, the Employer will give the Union advance notice and the opportunity to meet and discuss the changes.
2. **Contributions for Insurance Premiums** Effective January 1, 2021, fulltime 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:

Employee Bi-weekly Contributions 2021

<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. In 2022, Prospect Medical may only raise bi-weekly premium cost and copays based on the 2021 contributions under the following conditions:
  - A. Cost increases must be done system wide for all nonunion employees.
  - B. The dollar amount may not increase more than 10% of previous years' premium.
  - C. Out of pocket max shall not increase more than \$500 in 2022
  
4. In 2023, Prospect Medical may only raise bi-weekly premium cost and copays based on the 2022 contributions under the following conditions:
  - A. Cost increases must be done system wide for all nonunion employees.
  - B. The dollar amount may not increase more than 10% of previous years' premium.

- C. Out of pocket max shall not increase more than \$500 in 2023
5. **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.
  - b. The prices for generic, formulary, and non formulary cost shall increase no more than 10% year to year in the EPO plan.
6. **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. The cost for employees may increase year to year by no more than 10%, if that increase is instituted system wide. and the benefit remains substantially comparable.
7. **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. The cost for employees may increase year to year by no more than 10% per year, if that increase is instituted system wide and the benefit remains substantially comparable.
8. **Short / Long Term Disability.** Prospect will continue to offer such substantially comparable benefits maintain the current plans for the life of the contract.
9. **Flexible Spending Accounts – Prospect will continue the flexible spending accounts for the life of the contract.”**

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1. DEFINED BENEFIT PENSION PLAN.

Effective January 1, 2016, the Defined Benefit Plan (“DBP”) shall be permanently

Eligible pharmacists who retire or whose employment terminates on or after January 1, 2016 shall have only those benefits under the DBP that

have accrued as of December 31, 2015 based on the terms of the DBP. Those amounts that are earned prior to January 1, 2016 will be maintained. For those eligible pharmacists whose benefits in the DBP have not vested, the vesting schedule will continue to apply.

- a. CROZER will continue to fund the Defined Contribution Plan (“DCP”) in accordance with the terms of that Plan for eligible employees.
- b. Effective with ratification, all bargaining unit employees who meet the annual 1,000 hours requirement of the discretionary Non-Contributory Contribution Plan shall be enrolled based on base wages and age as follows:

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

- c. Such employees, if age 58 or over as of January 1, 2016, will also be entitled to additional contributions. These additional contributions shall be made in accordance with the following schedule for eligible employees under the terms and conditions described in the DCP:
  - i. Employees with at least 10 years, but less than 20 years of service will receive an additional two percent (2%) employer contribution above the contributions outlined above.
  - ii. Employees with at least 20 years, but less than 30 years of service will receive an additional four percent (4%) employer contribution above the contributions outlined above.
  - iii. Employees with 30 or more years of service will receive an additional six percent (6%) employer contribution above the contributions outlined above.



2. In the case of part-time employees scheduled to work twenty (20) or more hours per week, the above-mentioned shall be applied as follows:
- A. **Life Insurance** - Provided at no expense to employee in the full amount.
  - B. **Long-Term Disability** - May be purchased by part-time employees at their own expense.
  - C. **Tuition Refund Policy** - One-half of normal full-time benefit provided at no expense to employee.
  - E. **Military Leave Policy** – Provided to part-time employees.

3. **Tax Sheltered Annuity** – Effective January 1, 2016, CROZER will contribute to the current tax sheltered annuity plan for each employee earning less than \$50,000, a percentage of their contribution to the plan based on the following schedule. -

<b>Years of Max Crozer Service</b>	<b>Max Employee Contribution Matched</b>	<b>Max Crozer Matching Contribution</b>	<b>Rate of Contribution</b>
Under 10	\$2,000	\$1,000	50%
10 Plus	\$4,000	\$2,000	50%

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.

**4. Certification and Competency Pay**

A. CROZER agrees to pay a one-time certification payment of seven hundred and fifty dollars (\$750.00) to a Pharmacist who is certified or becomes certified in a specialty field (Limit of three certifications). Newly-hired pharmacists that have obtained certifications in a specialty fields while employed at another institution will be paid three hundred dollars (\$300.00) following the completion of the employee’s probation period.

B. An additional \$1.00 per hour will be paid for all hours worked in the delivery of specialized services at the direction of management after passing the specific competency exam and participating in a formal specialized service program offered by the Pharmacy Department.

Cognitive services are those services delivered directly to patients or in

direct association with or in support of physicians or other health care practitioners, which require the possession of factual knowledge, experience and the use of judgment to deliver such services. Some examples of Cognitive Services are:

1. Provision of oral or written consultations with other health care practitioners regarding drug therapy selection and management.
2. Participation in drug therapy management programs.
3. Patient education and counseling regarding drug therapy and related preventions. Specifically:
  - a. Drug therapy prescribing under protocol.
  - b. Pharmacokinetic dosing service.
  - c. Anticoagulation management services.
  - d. Nutrition assessment team.
  - e. Therapeutic drug monitoring program.

5. CROZER agrees to provide an amount of \$500.00 for full-time employees and \$250.00 for regular part-time employees to be utilized on an individual basis for professional development such as CEU's and other professional development activities at the discretion and with the approval of the Director of Pharmacy.

#### **ARTICLE 15** **WAGES AND HOURS**

1. Members of the bargaining unit shall receive the wage increases contained in Appendix A.
2. **Shift Differential:** In lieu of all existing policies regarding shift differential, including any individual shift differential rates, employees shall receive a shift differential of three dollars (\$3.00) per hour for each straight time hour worked on the second shift, and four dollars and fifty cents (\$4.50) per hour for each straight time hour worked on the third shift.
3. **Workweek:** The workweek shall consist of fourteen (14) days (336 hours) beginning with shifts starting at 12:01 a.m. on Monday. The regular workweek shall consist of eighty (80) hours.  
Full-time pharmacists may be permitted, on an infrequent basis, the opportunity to take one 8 hour unpaid day in a pay period when approved by management on a case-by-case basis. A non-permanent third shift coverage employee, after working an additional shift, shall be permitted to take the next day off without pay as approved by management on a case-by-case basis.
4. **Workday:** A regular workday shall consist of eight (8) hours, exclusive of an unpaid lunch period of one-half (1/2) hour's duration.
5. **Premium Pay:** Any employee required to work in excess of his regular workweek of eighty (80) hours shall receive time and one-half his regular hourly rate of pay for all hours worked in excess of eighty (80) hours. Any employee required to work in excess of his regular workday of eight (8) hours shall receive time and one-half his regular hourly rate of pay for all hours worked in excess of eight (In the event of a 3<sup>rd</sup> shift call off, Pharmacists who voluntarily

covers such shift will receive an additional four (4) hours straight time will be paid in the event the Staff Pharmacist is scheduled the next day and there is less than 12 hours between the end and start of the next shift.

- a. A \$50 incentive will be paid for the first shift of overtime in a Pay Period to pharmacists who voluntarily agree to work an extra shift. The Incentive will be paid for the first voluntary shift that results in overtime at time and one-half.
  - b. Part-time pharmacists picking up extra hours will receive f \$40.00 for an extra four hours (4 hours); \$60.00 for an extra six hours (6 hours); and \$80.00 for an extra eight hours (8 hours)
  - c. A third shift coverage incentive of \$100 will be paid to pharmacists who are required to work third shift to cover vacancies other than sick call offs.
- 6. Double Time:**
- a. Double time will be paid for working Christmas Eve (2<sup>nd</sup> Shift only), Christmas Day, New Year's Eve (2<sup>nd</sup> Shift only), and New Year's Day.
  - b. In the event of a third shift call-off, the Hospital will pay double-time to a Staff Pharmacist who voluntarily covers such shift. An additional four (4) hours will be paid in the event the Staff Pharmacist is scheduled the next day.
  - c. Double-time premium pay will not be paid for any situations other than the two described above.
- 7. Double Back:** Pharmacists involuntarily scheduled into shifts that start less than twelve (12) hours from the end of their previous shift will receive an additional four (4) hours of straight-time pay for that shift.
- 8.** There shall be no pyramiding of overtime or premium pay. Pyramiding of

overtime is defined as follows: whenever claims for overtime or premium pay are made by an employee under two or more overtime or premium clauses in this Agreement, it shall constitute pyramiding if more than one of the claims are based on, or result from, a single period of overtime or premium time actually worked. For example, if an employee works more than eight (8) hours in a regular workday, and receives time and one-half for the hours in excess of eight, he shall not also be entitled to receive time and one-half for those same hours even though, as a result of such hours, he works more than eighty (80) hours in his regular workweek.

**9. Hours Worked:** Nothing in this Agreement shall be construed as a guarantee by CROZER of hours worked per day, per week or per year. Employees shall report dressed and ready for work at their job locations and quit work at their job locations at the time designated by CROZER at the beginning and end of the regular workday, unless expressly assigned to overtime work by CROZER or in the event their shift relief fails to report to work at the job station at the required time.

**10. Rest Period:** Full-time employees are permitted one (1) fifteen (15) minute rest period during each half of the normal shift of work. Employees who work a full half (1/2) shift are permitted one (1) fifteen (15) minute rest period.

**11. Overtime Distribution:** CROZER will assign, on an equitable basis, required pre-scheduled overtime among qualified employees. Employees shall be required to work overtime when necessary for the proper administration of CROZER (under default scheduling only).

**12. Non-Planned Overtime:**

A. In the event assigned overtime becomes necessary on the third (night) shift, CROZER agrees not to assign overtime in excess of four (4) hours for any portion of the shift. Prior to assigning overtime to an employee, CROZER will make a good faith effort to utilize all sources of volunteers. In the event no volunteers can be found, the least senior employee working the 2<sup>nd</sup> (evening) shift may be assigned to work the first four hours of the third (night) shift and the least senior employee scheduled to work the first (day) shift may be assigned to work the last four (4) hours of the third shift. Once an assigned overtime assignment has been worked, the employee working the overtime will be placed at the bottom of the assigned overtime list.

B. In soliciting volunteers to work overtime, employees working shall be asked prior

to seeking volunteers from among the off-duty staff.

C. The Department of Pharmacy Services managers will fill selected staffing requirements periodically during the year at the discretion of management. Management will continue to support staffing requirements created by significant emergencies.

D. In the event any required overtime is deemed necessary, the SOCIETY/PASNAP leadership will be contacted to ascertain the nature of the emergent situation; at which time, additional compensation will be awarded to acknowledge the emergent situation.

**13. Daily Records:** The employer shall furnish a timekeeping system for which the employee shall be required to record time worked on each day of the workweek.

**14. Lunch Period:** All hours shall be worked consecutively, except for a lunch period which shall be one-half (1/2) hour. No eight (8) hour employee shall be scheduled for more than five (5) hours or less than three (3) hours before a meal break. If a Pharmacist cannot take his or her meal break due to pressing patient needs, the missed meal period should be marked on his or her timecard to be reviewed and paid by the supervisor, if deemed appropriate.

**15. Week-end Work:** CROZER will guarantee all regular employees twenty-six (26) weekends off per year.

**16. Change in Starting Time:** In the event that CROZER wishes to change an employee's starting time, the employee shall be notified of such change seventy-two (72) hours in advance. This provision shall not apply to probationary employees.

**17. Pay Period:** Compensation will be paid at regular time intervals established by CROZER.

(15) **Terminal Benefits:** A regular or part-time employee whose employment is terminated for a reason other than resignation or misconduct justifying discharge will receive, as a terminal allowance, (a) two (2) weeks' notice or compensation to the extent such notice is deficient; and (b) accrued vacation pay pro rata to the employee's termination date. An employee whose employment is terminated by resignation will give CROZER at least fifteen days' notice or forfeit the above-mentioned terminal benefits, provided it was physically possible for the employee to give such notice.

**18. Differential for Work as a Supervisor:** An employee who performs the work of a supervisor for more than twenty (20) consecutive work days will, retroactive to the first such work day and for so long as the employee continues to perform the supervisor's work, be paid at the rate applicable to the supervisor's job.

**19. On Call:** Employees will be on call to provide services for CROZER as they are needed, except during vacation periods and approved leaves of absence.

**20. Schedules:** Pharmacists' schedules will be posted at least two (2) weeks in advance and will cover a period of at least one (1) month. So long as the pharmacy is fully staffed, no employee in the department, except for the overnight staff, shall be scheduled for more than eight (8) consecutive days, and no employee shall have to work an eight (8) consecutive day schedule more than six (6) times in a calendar year. CROZER shall create a full-time second shift pharmacist position, which shall be offered to present members of the bargaining unit. If no one volunteers, the position shall be filled when the next vacancy occurs, provided it can be filled in eight weeks. In the event the position cannot be filled in eight weeks, CROZER shall attempt to fill it the next time a vacancy occurs. It is intended that second shift on weekends will be staffed with three (3)

pharmacists.

When multiple floaters are available, they shall be assigned to address both operations and clinical needs. Best efforts will be made at all times to balance the address of these multiple needs.

**21. Alternate Scheduling:** The Alternate Scheduling or “Self-Scheduling” program will be available for staff to utilize when at least 75% of the staff approve of the alternate schedule prior to its inception.

Schedules will be approved by the Pharmacy Management. Schedules will be developed by the staff using core staffing requirements identified by Pharmacy Management. Alternate scheduling cannot create premium pay situations or exceed core-staffing requirements.

In the event the Alternate Schedule is not approved, the department must return to “default scheduling”. Pharmacy Management will be responsible for the schedule under default scheduling.

**22. Scheduling:** The Pharmacy staff shall not be responsible for the scheduling of pharmacists and other employees in the Pharmacy Department once the schedule has been approved by management. Pharmacists will not be scheduled to cover for technicians.

**23. Scheduling Pay:** Sixteen (16) hours of paid time or sixteen (16) hours of compensatory time per schedule. The sixteen (16) hours may be paid to one pharmacist or it may be divided among all of those who create the schedule.

**24. Week-end Incentive:** Employees will be paid at time and one half for weekend hours worked in excess of their scheduled weekend commitment.

**ARTICLE 16**  
**VACATIONS**

1. Effective upon ratification (October 9, 2015), all new hire pharmacists will be required to complete at least 10 years of service to receive 20 days of vacation per year. New hire Pharmacists’ vacation shall accrue as follows:

<b><u>No. of Years of Service</u></b>	<b><u>Vacation Entitlement</u></b>
One year plus 90 days but less than ten years	15 days - 120 hours
Ten or more years	20 days - 160 hours
Twenty or more years	25 days – 200 hours

2. Any regular full-time employee hired prior to October 9, 2015, with one (1) year of continuous full-time service from the date of employment shall be eligible to receive three (3) weeks (15 days -120 hours) of paid vacation.

3. Any regular full-time employee hired prior to October 9, 2015 and has completed at least eight (8) of continuous full-time service from the date of employment shall be eligible to receive four (4) weeks (20 days – 160 hours) of paid vacation.

4. Any regular full-time employee who has completed at least twenty (20) years of continuous full-time service from the date of employment shall be eligible to receive five (5) weeks (25 days – 200 hours) of paid vacation.

5. 0.5 FTE employees but less than 1.0 FTE shall receive ½ vacation benefits.

6. Vacation schedules shall be established taking into account the wishes of the employees and the needs of CROZER. Employees shall submit their requests in writing by April 15. Where there is a conflict in choice of vacation time among employees, seniority shall prevail; provided, however, that the department head shall determine the number of employees to be off at any given time.

7. Part-time employees who regularly work twenty (20) or more hours per week will receive one-half (½) the regular vacation authorization.

8. Vacation pay will be paid on the day before the start of the employee’s vacation, if requested at least three (3) weeks in advance.

9. Up to two times entitlement of unused vacation may be carried over into a following calendar year. At the end of a calendar year, any accrued vacation time beyond two times the yearly entitlement shall be forfeited. Vacation requests submitted by April 15 of each year will be approved or disapproved by the first week of May.

**ARTICLE 17**  
**HOLIDAYS**

1. After completing ninety (90) days of service, employees will be granted six (6) paid legal holidays according to the following schedule:

New Year’s Day	Labor Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day

2. Employees will also be granted six (6) paid personal holidays.

3. To be eligible for a legal holiday, an employee must:

A. Work his regularly scheduled workday preceding and following the holiday, except for an employee's legitimate illness and CROZER may require a doctor's certificate as evidence thereof.

4. For purposes of holiday premium pay only, the night shift beginning on the evening before the holiday shall be considered a shift worked on the holiday. The 11:00 PM - 7:00 AM shift beginning on the evening of the holiday shall not be considered a shift worked on the holiday.

5. Any bargaining unit employee who is scheduled to and does work on a legal holiday, shall receive time and one-half his regular rate of pay for all hours worked on such holiday. Double time will be paid for working Christmas Eve (2<sup>nd</sup> Shift only), Christmas Day (as defined in section 4 above), New Year's Eve (2<sup>nd</sup> Shift only) and New Year's Day (as defined in Section 4 above). In addition, a compensatory day off or a day's pay, at the option of CROZER, will be granted. Holidays will not be accumulated.

6. A regular part-time employee who works twenty (20) hours per week or more and who is scheduled to, but does not work on a named holiday, and who works his entire scheduled workday immediately following the holiday shall receive four (4) hour's holiday pay at his regular straight-time hourly rate.

7. If a named holiday falls on a regular full-time employee's scheduled day off, he shall be given another day off with pay within thirty (30) days prior to or after the holiday or pay in lieu thereof, at the option of CROZER.

8. An employee who is scheduled to work on a legal holiday and does not work shall not be entitled to the benefits of this ARTICLE 17, except for employee's legitimate illness and CROZER may require a doctor's certificate as evidence thereof.

## **ARTICLE 18** **SICK LEAVE**

1. Sick leave is defined as the absence of an employee from his regularly scheduled work because of illness or an injury which is not compensable under the Pennsylvania Workers'



Compensation Laws.

2. Upon completion of the probationary period, employees shall be entitled to paid sick leave earned at the rate of one (1) day for each month of continuous employment, excluding the first ninety (90) days of employment. . Sick leave shall include shift differential in the case of any employee permanently assigned to a shift that includes shift differential.

3. An employee may not accumulate more than one hundred and twenty (120) days sick leave

4. CROZER reserves the right to require a doctor's certificate in order for an employee to receive sick leave. An employee, to qualify for sick leave, must notify his supervisor of his absence in accordance with departmental procedure.

5. An employee on leave of absence shall not earn sick leave under the provisions of this Article.

6. Part-time employees regularly scheduled to work twenty (20) or more hours per week shall be entitled to one-half (½) of the full-time employee sick leave authorization.

7. Employees who have exhausted their paid sick leave may, at the employee's option, use any or all of their vacation.

8. In the event that an employee becomes eligible under the Pennsylvania Workers' Compensation Law due to sickness or injury as a result of employment, the employee may use his accumulated sick leave for the first seven (7) days of time lost due to such illness or injury.

9. An employee who reports to work to work and who is advised by CROZER's Employee Health Department to return home will not be paid regular hours for the balance of the day unless the illness or injury is work-related. Employees who are sent home or who choose to go home due to non-work related illnesses or injury may use sick time for the balance of the work day.

10. **Sick Pay Buy-Back:** A full-time employee who does not use sick days in a calendar quarter (January - March, April - June, July - September, October - December) may sell back to CROZER one (1) sick day per calendar quarter and will be paid for the sick day within the first month of the following quarter. A part-time employee who works forty (40) or more hours in a pay period who uses no sick days in a calendar quarter may sell back to CROZER one-half (½) sick day per calendar quarter.

## ARTICLE 19

### NO STRIKE OR LOCKOUT

1. During the term of this Agreement, the Union, its officers, agents, representatives, stewards and members, and the 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, picketing, 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 20**

### **DUTIES**

1. Pharmacy has for its primary objective the service which it can render to the public in safeguarding the handling, compounding and dispensing of medicinal substances, medical-surgical supplies and allied appliances.

2. The practice of Pharmacy demands knowledge, skill and integrity on the part of those engaged in it. Pharmacists are required to pass certain educational tests in order to qualify under the laws of our State. The State thus restricts the practice of Pharmacy to those persons who by reason of special training and qualifications are able to qualify under regulatory requirements, and grants privileges to them necessarily denied to others. In return, the State requires the Pharmacist to recognize his responsibility to the community and to fulfill his professional obligations conscientiously with due regard for the physical and moral well-being of the SOCIETY/PASNAP.

3. The Pharmacist must at all times conduct his profession in conformity with Federal, State and Municipal laws and regulations.

4. The Pharmacist must supervise, handle and control conscientiously and honorably the dispensing of all medicinal preparations.

5. The Pharmacist must exercise his professional responsibility relative to the sale of exempt narcotic preparations.

6. The Pharmacist must keep his pharmacy clean, neat, orderly and sanitary in all of its departments, well supplied with accurate measuring and weighing devices and other suitable apparatus, for the proper performance of his professional duties.

7. The Pharmacist shall conduct himself in a manner as to entitle him to the respect

and confidence of the community in which he practices.

8. The Pharmacist shall, as a necessary professional service, provide the Doctor ordering pre-packaged medication and drugs with such professional information about the product as well, in the opinion of the Pharmacist; add to its safety and efficiency of use.

9. CROZER agrees to provide, at its own cost and expense, insurance coverage which a reputable insurance carrier will issue, covering each employee; and such insurance shall protect the employee from liability arising out of such employee's professional duties on behalf of CROZER. CROZER shall supply the SOCIETY/PASNAP with evidence of such coverage.

10. It is understood that it is the function of any Pharmacist to see to it that the rules and regulations governing the practice and operation of pharmacies in the areas covered by this Agreement are strictly observed. The Pharmacists therefore agree to consult with CROZER's designated prescription specialist or other supervisors concerning all matters relating to the practice of the profession of pharmacy and to cooperate with the Supervisor Pharmacist or other designated supervisors in complying with all of the requirements required by law.

11. The Pharmacist shall be expected to keep himself informed of developments in the pharmaceutical field. Therefore, if requested, he will be expected to participate in necessary interviews during working hours with CROZER's approved medical sales representatives. He will also be expected to consult trade publications and books of reference available concerning matters of importance and immediate concern as needed. To assist in the foregoing, CROZER will make available, in the Department of Pharmacy, publications containing up-to-date product information.

## ARTICLE 21

### CLOTHING, UNIFORMS AND EQUIPMENT

1. Employees who are required by the circumstances under which they are working to wear uniforms, they will be furnished, in accordance with existing policy, with those items by CROZER at no cost to the employee.

2. In lieu of such items, employees will receive a uniform allowance of thirty (\$30) dollars per year. The uniform allowance shall be paid to each employee during the month in which the employee's anniversary date falls.

## ARTICLE 22

### SABBATICAL

The parties agree to meet and discuss restructuring the Sabbatical program by January 1, 2024. Additionally, Section 5 shall be modified, as a housekeeping matter, to reflect changes necessary to maintain the previously negotiated eligibility restrictions.

1. An employee with fifteen (15) years of CROZER seniority will be eligible for a

Sabbatical. Sabbaticals will be awarded on the basis of classification seniority. Sabbatical requests must be submitted at least twelve (12) weeks in advance of the requested start date. Approvals for Sabbaticals will be reviewed with the Scheduling Committee and will take into consideration conflicts with leaves of absence, vacations, and any other time off provision. An employee may not resign or retire within ninety (90) days of completing a Sabbatical.

2. One (1) Sabbatical will be awarded per quarter to a bargaining unit member. Sabbaticals will be at least forty-five (45) calendar days and not more than ninety (90) days of duration.

3. A Pharmacist must use all accumulated vacation time. Up to twenty (20) unpaid non-productive days may be used as part of the Sabbatical, if there is not adequate vacation time.

A. Vacation time will be accrued during any pay period in which there is paid time.

4. No Pharmacist will be eligible to apply for another Sabbatical within five (5) years of the date of return from the last Sabbatical. After five (5) years, the Pharmacist will again be eligible for another Sabbatical, if not in conflict with the first-time applicants.

5. Employees hired on or after the date of ratification of this Agreement shall not be eligible for the leave set forth in this Article. Incumbent employees who do not reach fifteen (15) years of CROZER seniority by the last effective day of this Agreement shall not become eligible for such leave.

## ARTICLE 23

### PERMANENT 2<sup>ND</sup> AND 3<sup>RD</sup> SHIFT PHARMACISTS

1. The permanent 2<sup>nd</sup> and 3<sup>rd</sup> shift pharmacist positions will be exempt under the Fair Labor Standards Act (FLSA). The incumbents will not be eligible to be paid for overtime. The incumbents will be paid on a full-time (80 hours per pay period) basis and receive full-time benefits. The wage rate paid will be determined by the appropriate rate within Appendix "A" and will include the applicable shift differential and permanent shift differential rates.
2. Additional shifts of work will be paid at a per shift rate.
3. The hours of work will be seven (7), eleven (11) hour shifts Monday through Sunday during a calendar week. The position will not be scheduled during the opposite week in a Pay Period. The hours of work will typically be:
  - a. Second Shift: 10 a.m. to 11 p.m.
  - Third Shift: 7:00 p.m. to 6:00 a.m. or 8:30 p.m. to 7:30 a.m.
4. Vacation, holiday and sick time will accrue as a full-time employee. The Christmas and New Year's holidays will be paid at double-time, if worked. In accordance with current practice, 2<sup>nd</sup> and 3<sup>rd</sup> shift pharmacists will be paid double time for replacing a third shift sickout. If they were scheduled to work the following day, an additional four (4) hours pay will be paid.
5. Management reserves the right to monitor the effectiveness of this program and may discontinue said program after providing 30 day written notice to CCMC.

**ARTICLE 24**  
**DEFINITIONS**

1. As used in this Agreement and, except as otherwise clearly required by its context, the following definitions shall apply:

- A. “Agreement” means this Agreement and each appendix, schedule, amendment or supplement thereto;
- B. “Employer” means Crozer-Chester Medical Center, Upland, Pennsylvania;
- C. “SOCIETY/PASNAP” means Crozer-Chester Medical Center SOCIETY/PASNAP of Pharmacists;
- D. “Employee” means an employee covered by ARTICLE 1;
- E. “Day” means a calendar day;
- F. “Week” means a calendar week;
- G. “Month” means a calendar month;
- H. “Year” means a calendar year;
- I. “Holiday” means a twenty-four (24) hour period beginning with the start of the shift commencing at 7:00 a.m. on the day enumerated in ARTICLE 16, except as provided in ARTICLE 17, Section 4.

**ARTICLE 25**  
**SEPARABILITY**

This Agreement and its component provisions are subordinate to any present or future laws and regulations. If any Federal or Pennsylvania law or regulation, or the final decision of any Federal or Pennsylvania Court or administrative agency, affects any provisions of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this Agreement will not be affected.

**ARTICLE 26**  
**EMPLOYEE EVALUATION**

CROZER will provide a cooperative evaluation and recording of each employee’s performance and experience at least annually.

**ARTICLE 27**  
**COVERAGE OF CKHS HOSPITALS**

- 1. Third shift pharmacy coverage (11 pm to 6 am at Taylor and 11 pm to 7 am at Springfield) for

facilities within the Crozer-Keystone Health System (other than Crozer-Chester Medical Center, currently including Taylor Hospital, Springfield Hospital and Delaware County Memorial Hospital) will be provided by the pharmacists working third shift at Crozer. A minimum of two pharmacists will be scheduled to work third shift at Crozer to support this coverage. In the event additional remote pharmacy coverage is added to the third shift of CCMC pharmacy, the Hospital will schedule an additional pharmacist to work the third shift at CCMC. In the event Crozer changes the shift times at Taylor or Springfield listed above or adds facilities in addition to those listed above, the Hospital shall give the Union 30 days' advance notice and an opportunity to negotiate the effects of such change.

2. Crozer will endeavor to ensure that nursing staff receive training and have proficiency certified through nursing education which, in management's judgment, is necessary for bargaining unit employees to perform the work described in paragraph 1 above.

Before assigning bargaining unit employees to perform the work described in paragraph 1 above due to emergency or unplanned absences, management shall seek volunteers. If there are more volunteers than work opportunities, the work shall be awarded on the basis of seniority. If there are insufficient volunteers, the procedure at Article 14, Section 10(A) shall be followed.

## **ARTICLE 28**

### **LABOR MANAGEMENT**

1. Representatives of the Employer and the Society will meet quarterly at a mutually agreeable time to cover the following agenda:
  - a. Management Update – State of the Hospital
  - b. Union-Management Items of Mutual Interest
  - c. Professional Staffing and Development
  - d. Special Topics
  - e. Collaborative Projects
  - f. Other labor management problems that may arise from the previous month.
  - g. New items since Agenda developed.
2. Two (2) bargaining unit employees shall be compensated for time spent in labor-management meetings, provided the employees were scheduled to work during the time the meetings are held. In no event will attendance at a labor-management meeting result in premium pay. The meetings will be conducted on a mutually agreed-upon date and time to be determined after the ratification of this Agreement.
3. Five (5) days prior to the monthly labor-management meeting, the Union and Management will agree on the Agenda for the meeting. The Agenda development will be the responsibility of the HR Director, or designee, for management, and the Staff Rep, or designee, for the Union.

**ARTICLE 29**  
**EXPIRATION AND RENEWAL**

Except as specifically provided herein, this Agreement shall become effective as of the day and year first above written to and including December 20, 2020 and shall continue from year to year thereafter unless either party shall give written notice to the other at least ninety (90) days prior to the expiration date in 2023 or at least ninety (90) days prior to any subsequent December 20th of any succeeding year thereafter of its desire to alter, amend, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their respective hands and seals as of the day and year first above written.

CROZER Signatures

Society of Pharmacists/PASNAP Signatures

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**APPENDIX “A”  
WAGES**

<b>Years</b>	<b>Current</b>	<b>Ratification</b>
Grad Pharm	\$40.26	\$41.51
0-1.99	\$56.21	\$62.39
2-4.99	\$57.29	\$63.59
5-7.99	\$58.41	\$64.84
8-10.99	\$59.85	\$66.43
11-14.99	\$61.35	\$68.10
15-17.99	\$62.59	\$69.47
18-20.99	\$63.52	\$70.51
21-24.99	\$64.14	\$71.20
25+	\$64.44	\$71.53

The parties agree to meet and discuss departmental needs, including (1) “special schedule” position and (2) overnight coverage no later that December 1<sup>st</sup> 2023.

**HOURLY WAGE RATES**

1. Graduate Pharmacist Interns will receive experience credit for relevant time spent as Graduate pharmacist intern.
2. The parties agree that in order for CROZER to continue its commitment to the recruitment and retention of a professional pharmacist staff, wages may have to be increased before the end of this Agreement over and above the schedule set forth above. Thus, CROZER may increase wages in an equitable manner, according to the existing wage scale, to all members of the bargaining unit should such a need arise.
3. Staff pharmacists coordinating Investigational Drug Studies at the request of the



Hospital will receive a stipend of \$150.00 for each study.

4. Permanent Pharmacist shift rate of \$1.00 per hour for second (2<sup>nd</sup>) shift and \$1.50 per hour for third (3<sup>rd</sup>) shift.
5. Staff Pharmacists shall receive a shift differential of three dollars (\$3.00) per hour for each straight time hour worked on the second shift and four dollars and fifty cents (\$4.50) per hour for each straight time hour worked on the third shift

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## **SIDE LETTERS**

October 31, 2014

Ms. Judith Ramos  
Crozer-Chester Medical Center  
SOCIETY/PASNAP of  
Hospital Pharmacists Crozer-  
Chester Medical Center 1  
Medical Center Boulevard  
Upland, PA 19013

RE: Double-Time limitations

Dear Judy,

During the course of negotiations, discussions were held regarding the elimination of double time premium pay from the collective bargaining agreement.

This letter confirms that Union and Management agreed that double-time premium pay will be limited to the following situations:

1. Double time will be paid for working Christmas Eve (2<sup>nd</sup> Shift only), Christmas Day, New Year's Eve (2<sup>nd</sup> Shift only) and New Year's Day.
2. In the event of a third shift call off, the Hospital will pay double-time to a Staff Pharmacist who voluntarily covers such shift. An additional four (4) hours will be paid in the event the Staff Pharmacist is scheduled the next day.

Double-time premium pay will not be paid for any situations other than the two described above.

Sincerely,

Elizabeth G. Bilotta  
VP, Human Resources

EXECUTED

Judy Ramos for the Union

**SIDE LETTER**  
**CANCELLATION**

The Parties agree to meet within ninety (90) days of the Date of Ratification of this Agreement to discuss a procedure for cancellation, with the understanding that no cancellation procedure may be implemented absent the mutual agreement of both parties.

**SIDE LETTER**  
**SHORTAGE COMMITTEE**

Within ninety (90) days of the ratification of the contract the hospital and Society shall form a committee made up of 2 Society members and one (1) from the management team to plan for the shortage of available medications and supplies. This committee shall meet each month for one hour to discuss and plan for upcoming medicine and supply shortages.

This committee shall be paid time and will be scheduled outside the normal staffing of the unit so that these issues can be addressed.

**MEMORANDUM OF UNDERSTANDING**

**DCMH COVERAGE**

Due to low census at CCMC, Taylor, and DCMH, the union is agreeing to temporarily suspend the following contract language:

**“In the event additional remote pharmacy coverage is added to the third shift of CCMC pharmacy, the Hospital will schedule an additional pharmacist to work the third shift at CCMC.”**

The Hospital will agree to the following amendments to the Collective Bargaining Agreement until such time as the average daily census (ADC) exceeds 350 patients per day for 2 consecutive months. Once the census (ADC) has exceeded 350 patients per day, an additional pharmacist will be scheduled for the third shift.

- 1) Permanent third shift differential will be raised to \$5.00 per hour during this time.
- 2) The hospital will provide the union with weekly average daily census (ADC) numbers for CCMC, Taylor, and DCMH combined. If Springfield Hospital is reopened, it will be counted in the ADDC given to the union and in the total ADC count of 350 as mentioned above.
- 3) Management agrees that DCMH will be covered by Taylor pharmacy between the hours of 8pm to 11pm and by CCMC between the hours of 11pm to 6am.
- 4) The hospital agrees to implement the following items:

EXECUTED

- a) DCMH will close at 8pm and give a sign out to Taylor pharmacy. Taylor pharmacy will cover 8pm to 11pm and then give a sign out to CCMC. Orders received by 7:40pm should be entered by the DCMH pharmacy.
- b) Virtual planning meetings to prepare for a successful transition should include third shift pharmacists both at CCMC and DCMH and the union leadership. Real time experience is crucial to the set up.
- c) Confirm with Priority couriers what is the expected turnaround time for direct drives. This should not depend on whether they are called at 2am or 4am.
- d) Notify ER physicians there will no longer be a pharmacist on site from 8pm to 6am and get feedback on what meds they require on site.

For the Union: **Judith Ramos** (*signed 5/19/2022*)

For the Hospital: **Thomas Shull** (*signed 5/19/2022*)