

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into this _____, by and between the Institute for Cancer Research (hereinafter referred to as “ICR,” the “Company,” or “Employer”) and the Pennsylvania Association of Staff Nurses and Allied Professionals (hereinafter referred to as “PASNAP” or “the Union”).

It is the intent and purpose of the parties hereto that this Agreement promote and improve mutual interests of ICR as well as of its employees and to avoid interruptions and interferences with CHH’s operations and to set forth herein the parties’ Agreement covering rates of pay, hours of work, and conditions of employment. It is also the purpose of this Agreement to continue equitable employment conditions and an orderly system of employee/employer relations, to continue to facilitate the solution of mutual problems, and to continue to improve the care of patients. The parties therefore agree as follows:

ARTICLE 1 – RECOGNITION

Section 1

ICR recognizes the Union as the collective bargaining representative of the unit certified in case 04-RC-329442 consisting of all full-time, regular part-time and per-diem professional employees including Clinical Research Nurse, Clinical Research Monitor, Regulatory Coordinator, National Cancer Institute Research Quality Assurance Analyst, Research Quality Assurance Analyst, Clinical Research Coordinator, Clinical Research Data Specialist, Senior Clinical Research Data Specialist, Financial Analyst, Systems Coordinator, Senior Clinical Research Educator, Institutional Review Board Analyst, Financial Counselor, Budget Financial Analyst, Senior National Cancer Institute Regulatory Coordinator, Research Compliance Specialist, Senior Research Quality Assurance Analyst, Protocol Development Coordinator, Project Coordinator and Research Review Committee Coordinator employed by the Employer at its Office of Clinical Research located at 333 Cottman Avenue, Philadelphia, PA.

Section 2

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

Section 3

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

ARTICLE 2 – MANAGEMENT’S RIGHTS

Section 1

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

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

Section 2

No rules, customs, past practices or agreements, other than those expressly contained herein, shall limit or restrict ICR’s right to determine the staffing requirements for work to be performed within the scope of this Agreement or the exercise of any other management right. No rules, customs or past practices which limit or restrict productivity, efficiency, the individual and/or

joint working efforts of employees, the amount of work which an employee may perform or, in any other way, ICR's right to manage its business shall be permitted.

Section 3

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

ARTICLE 3 – UNION MEMBERSHIP AND DUES CHECK OFF

Section 1 Maintenance of Membership

(a) As permitted by applicable law, all employees covered by this Agreement who are members of the Union shall, as a condition of employment, remain members over the full duration of this Agreement. Any employee who becomes a member of the Union during the term of this Agreement shall, as a condition of employment, remain a members of the Union during the terms of this Agreement. Any new employee shall, as a condition of employment, become a member of the Union upon completion of thirty (30) days of continuous employment and shall remain a member of the Union during the term of this Agreement. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if the member timely tenders their periodic dues and standard assessments.

(b) An employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting their discharge, be discharged to the extent permitted by law if, during such period, the required dues and standard assessments have not been tendered.

Section 2 Check-Off

(a) Beginning no later than sixty (60) days following the latter of ratification of this Agreement and the Union's submission of information to ICR regarding the structure of the dues deductions, ICR will, upon receipt of a written authorization from an employee and pursuant to such authorization, deduct from the wages due said employee each pay, starting not earlier than the first pay period following the receipt of such authorization, and remit to the Union at its principal office regular dues, fees and standard assessment as fixed by the Union. A copy of the report of such payments shall be sent to the Local Treasurer.

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

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

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

Section 3

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

Employees shall promptly notify ICR and the Union of changes in their addresses and names.

Section 4

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

Section 5

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

Section 6 Political Action Check Off

Beginning no later than sixty (60) days following the latter of ratification of this Agreement and the Union's submission of information to ICR regarding the structure of the deductions, ICR agrees to enable voluntary contributions to the PASNAP PAC political advocacy fund through a payroll check-off provision. Upon receiving the check-off authorization, ICR shall deduct such funds from each payroll and forward such to PASNAP once per month along with a list of contributors, no later than the 15th of the following month.

Section 7 Agency Fee

(a) All present employees who are not Union members, and who do not become and remain members in the future, shall, as permitted by law, as a condition of employment, effective the date of this Agreement, pay to the Union each month an Agency Fee in the amount equal to the regular monthly dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union, less the cost for the previous Union fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Union as exclusive bargaining representative.

(b) The Union shall provide ICR with the name of each non-member who is obligated to pay an Agency Fee, the amount of the fee to be deducted from the salary or wages of each non-member, which shall be a percentage of the regular monthly dues payment. Beginning no later than sixty (60) days following the latter of ratification of this Agreement and the Union's submission of an Agency Fee deduction authorization, ICR will deduct the Agency Fee in accordance with the schedule, as permitted by law, and promptly transmit the amount deducted to the Union.

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

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

ARTICLE 4 – UNION ACTIVITY/VISITATION/BULLETIN BOARDS

Section 1

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

Section 2

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

Section 3

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

Section 4 Bulletin Boards

ICR will provide one (1) designated bulletin board at a location outside of 333 Cottman Avenue that may be used by the Union for the purpose of posting official Union notices in addition to the PASNAP bulletin boards that exist at 333 Cottman Avenue.

Section 5 Orientation

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

ARTICLE 5 – NO STRIKE NO LOCKOUT

Section 1

In consideration of ICR's commitment as set forth in Section 3 of this Article, the Union, its officers, agents, representatives, stewards, committeepersons and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, slowdown, work stoppage, or boycotting (whether primary or secondary) of ICR, or any other Company subsidiary or location or any of their employees or officers, or any other economic action of whatsoever nature, or any interference with or interruption of work at any of ICR's operations. This will not prevent the Union from engaging in informational picketing that is not designed to persuade any employee to cease working at any of ICR's operations.

Section 2

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

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

deny the grievance(s) giving rise to the arbitration and shall have no authority to modify or alter the discipline imposed by ICR.

Section 3

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

Section 4

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

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

If the arbitrator finds that a violation of Section 1 or Section 3 of this Article is occurring or has occurred, the arbitrator shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on ICR and the Union.

Section 5

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

Section 6

In addition to any other remedy set forth in this Article, ICR, or the Union, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction located within the Commonwealth of Pennsylvania, an action against the other party for damages suffered as a result of conduct by the other party which constitutes a violation of this Article.

The remedies set forth in this Article are not exclusive, and ICR or the Union may pursue whatever other remedies are available at law or equity.

Section 7

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

ARTICLE 6 – EMPLOYEE CLASSIFICATION

Section 1 Probationary Employees

New employees will be on probation for the first ninety (90) days after hire or transfer into a position in the bargaining unit, excluding time lost for sickness and other leaves of absence. The probationary period for part-time employees will be equivalent hours based on a 40 hour work week, but will not exceed six (6) months, excluding time lost for sickness and other leaves of absence, per diem employees shall be considered probationary until they have worked 500 hours or twelve (12) months, whichever comes first.

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

Section 2

Regular: Regular employees are employees who have successfully completed a probationary period. They are considered as employees who are regularly scheduled to work a normal work week. A regular/full-time employee is eligible to receive full benefits subject to the terms and conditions of each benefit. A part-time employee who is hired to work an average of twenty (20) hours per week or more over each pay period will receive benefits on pro-rated basis.

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

Part-Time: Part time employees are employees who are hired to work less than thirty-five (35) hours per week. Part-time employees who are hired to work less than an average of twenty (20) hours per week over each pay period are not eligible for benefits except as specifically provided in this Agreement.

Temporary: Temporary employees are employees who are neither regular full-time, nor regular part-time employees, who work for ICR on a regular basis for a period not to exceed six (6) consecutive months with no guarantee of on-going employment. Employees will be notified that

they are being hired on a temporary basis at the time of hire. Temporary employees may be used by ICR to replace regular employees when such regular employees are off due to illness or other absence or to supplement the workforce during periods of temporary staffing needs. Temporary employees are not part of the bargaining unit and are not covered by this Agreement. If a temporary employee is hired into a bargaining unit position at the conclusion of their temporary employment, upon completion of their probationary period they will be granted bargaining unit seniority as of their original hire date as a temporary employee. This provision does not apply to agency staff.

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

ARTICLE 7 – SENIORITY

Section 1 Definition

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

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

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

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

Section 2

An employee will lose all seniority in the following circumstances:

- A. Voluntary resignation or retirement;
- B. Discharge for cause;
- C. Absence from work for two consecutive workdays without notifying ICR unless the employee is subsequently excused by ICR or unless the employee was unavoidably prevented from contacting ICR because of an extreme emergency;
- D. Failure to return to work from layoff within seven (7) calendar days following delivery of notice by certified mail from ICR unless an extension is granted by ICR;

- E. Failure to report to work at the end of an approved leave of absence, including an approved FMLA leave, unless an extension is granted by ICR;
- F. Maintaining any employment outside of the Company while on FMLA leave or workers' compensation leave;
- G. Layoff more than twelve (12) months.

ARTICLE 8 – LAYOFF AND RECALL

Section 1

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

For purposes of layoff and recall, the units are:

Business Operations	Research Compliance and Integrity
Clinical Operations	Regulatory Affairs
Investigator Sponsored Research Unit	Study Activation Unit

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

Section 2

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

Section 3

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

Section 4

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

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

Section 5

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

Section 6

An employee who fails to respond to a recall notice, refuses recall, or who fails to return to work on the date specified in the recall notice after providing ICR with notice of the employee's intention to return, will be deemed to have abandoned employment and shall have no further recall rights.

An employee who accepts recall to a position working fewer hours than the employee worked at the time of layoff shall retain recall rights to a position with additional hours for one (1) year following recall.

ARTICLE 9 – VACANCIES AND TRANSFERS

Section 1

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

Section 2

When a position becomes available, it will be electronically posted internally for seven (7) consecutive calendar days before the posting becomes available externally. Employees may apply for posted positions using the Company's online application system. ICR will award the position to the bargaining unit employee or external applicant who has the greatest skills, ability, job performance (if applicable) and qualification, including certifications and specialized training, of the applicants. If all factors are equal, the position will be awarded to the bargaining unit employee who has the greatest bargaining unit seniority, who is qualified for the position. Employees interviewed will be notified in writing if not selected. This Section does not apply to a promotion of an employee to the next level in their existing job title.

Section 3

A change in scheduled work hours (including a change in the employee's assigned shift length) or scheduled work days will not be considered a transfer and is not required to be posted as provided for in Section 1, but will be subject to supervisory approval based on operational need. If an employee wishes to change their scheduled work hours or work days or reduce the number

of hours they are scheduled to work, the employee will submit a request to their manager outlining the requested change. ICR will make an effort to honor the request when consistent with operational need, provided that the employee continues to work the minimum hours required to maintain their status (full-time, part-time, per diem).

Section 4

Any transfer of bargaining unit employees to a different position under this Article will take place as soon as practicable based on ICR's operational need. The transfer will occur within sixty (60) calendar days unless the delay is related to the need for compliance documentation.

Section 5

Employees cannot transfer to a position outside of their unit for six (6) months after their hire date. ICR may, but is not required to, waive this restriction. An employee who transfers to a position on another unit, is not eligible to apply for another bargaining unit position for six (6) months.

Section 6

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

Section 7

An employee who is transferred to a bargaining unit position pursuant to this Article will serve a ninety (90) calendar day evaluation period in their new position. Employees who transfer to a different disease site within their existing job classification will not be required to serve an evaluation period.

If the employee does not successfully complete the evaluation period, the employee will be returned to their former position, if vacant, or an equivalent bargaining unit position in their former unit for which they are qualified, if available. If an applicable position is not available, the employee will be considered laid off and placed on recall.

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

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

Section 8

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

An employee who is transferred to another position may be returned to their previously held position at the request of ICR for reasons other than their failure to successfully complete the evaluation period provided for in Section 7 within sixty (60) calendar days following the transfer, provided a vacancy exists in their former position. An employee who is returned to a former position by ICR for reasons other than their failure to successfully complete the evaluation period provided for in Section 7 will be given the reasons for the decision and may appeal through the grievance and arbitration procedure.

Section 9

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

ARTICLE 10 – NO DISCRIMINATION

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

ARTICLE 11 – DISCIPLINE

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

ICR may suspend an employee without pay during an investigation for up to five (5) working days for the employee involved. If ICR is not prepared to make a determination at that point, any remaining suspension shall be with pay. Return to paid status shall not prejudice ICR's rights in grievance and arbitration. This limitation shall not apply if the bargaining unit member is uncooperative or unavailable during the investigation or where criminal charges have been filed with the Police Department, District Attorney's Office or U.S. Attorney's Office that would constitute a felony. If no arrest or indictment occurs within six (6) months of filing charges, employees will be reimbursed for regular pay lost beyond the first five (5) scheduled working days.

ARTICLE 12 - PERSONNEL PRACTICES

Section 1 Personnel Evaluations

Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of an employee shall be performed by a supervisor with knowledge of the employee's performance and electronically signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation. The parties agree that evaluations are intended as a development tool and will not be the basis of employee compensation. Any employee who is aggrieved by the content of such evaluation shall have the right to place a written response in the employee's personnel file. This section shall not be subject to the grievance and arbitration process.

Section 2 Access to Personnel Files

Any employee and/or the Union, with the employee's written consent, shall have the right to review the contents of the employee's personnel file to determine any matter affecting such employee; however, the foregoing shall not apply to any pre-employment materials. Materials addressing an employee's performance or conduct that have not been provided electronically or in writing to the employee may not be used as a basis for discipline.

Notice to review such files shall be given by the employee or the Union in writing to the Company and the files shall be made available by the Company within ten (10) working days

after receipt of such notice. The Union agrees not to utilize this right in an abusive or excessive manner.

Section 3 Video Cameras and Surveillance

ICR agrees that the installation of video surveillance cameras is intended for safety and security of Company facilities, patients and staff, and it is not intended to be used to surveil staff in order to initiate discipline. If video records are reviewed during an investigation that could lead to discipline, such videos will be shared with the Union. Cameras shall not be placed in break rooms intended primarily for the use of staff.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 1

All differences or grievances that may arise between the parties pertaining to the application, interpretation, or compliance of this Agreement shall be subject to the grievance and arbitration procedure, except that disputes arising under health and welfare (including medical, dental, vision, prescription, disability, life insurance) or retirement benefit plans must be raised only through the procedure provided by the plan.

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

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

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

STEP TWO: If the grievance is not settled at Step One, the grievance may, within ten (10) business days after the answer in Step 1, be presented in Step Two. A grievance shall be presented in this step to the Labor and Employee Relations Department.

The Labor and Employee Relations Department shall hold a hearing within thirty (30) calendar days, unless such hearing is waived by either the Union or the Labor and Employee Relations Department with notice to the other party. If the hearing is waived, the Labor and Employee Relations Department shall answer the grievance within ten (10) business days of notification of the waiver. Upon presentation of the grievance, the Union shall offer available dates and times for the hearing that shall not be limited to work days. If a hearing is held, the grievance shall be answered within ten (10) business days following the hearing.

Section 2

The Union shall be provided with copies of all disciplinary actions. All such notices will be provided in writing. Providing a copy to the delegate will be considered providing it to the Union. If a Delegate is not present at the issuance of the discipline, the document will be forwarded electronically to the Union at the email address provided to the Labor and Employee Relations Department.

Section 3

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

Section 4

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

Section 5

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

Section 6

An employee who has been suspended or discharged, or the Union on the employee's behalf, may file a grievance at Step 2. A grievance that affects a substantial number or class of employees may initially be presented at Step 2. If the Union believes a grievance is a contract interpretation grievance, the grievance shall be submitted at Step 2 so that the Labor and Employee Relations Department may determine whether it should be initially heard at Step 2.

Section 7

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

Section 8

If the agreed-upon time occurs during the working hours of a grievant, the grievant's delegate, or the grievance chair, ICR will make reasonable efforts to release the employees from work for the purpose of the hearing. If the grievance is a class action grievance concerning the application of contract language, members of the class shall be permitted to attend (operational needs permitting). Release will be limited to one (1) employee from the class, unless staffing allows for additional members of the class to be released.

The Union may designate, in addition, one (1) delegate orientee to attend any grievance hearing as an observer while not on work time. Attendance in the role of orientee shall be limited to three (3) hearings for any delegate. A delegate orientee may not participate in any way at the hearing and may not be called by the Union as a witness in any other proceeding pertaining to the grievance attended.

ARTICLE 14 – ARBITRATION

Section 1

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

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

Section 2

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

Section 3

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

Section 4

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

Section 5

If the discipline, suspension or discharge of an employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the

failure of the patient to appear as prejudicial to either party. The term "patient" for the purposes of this Agreement shall include those seeking admission, those seeking care or treatment, and those already admitted, as well as a person accompanying a patient in seeking or receiving care.

Section 6

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

Section 7

Employees and ICR will make efforts to arrange schedules to allow a grievant to attend arbitration on their own behalf. If such request by the grievant is made at least three (3) weeks prior to the arbitration hearing, such arrangement shall be made by adjusting the employee's work schedule. If the employee does not wish to rearrange their work schedule, they shall be permitted to use a personal or vacation day or take the day without pay. If a hearing requires multiple days and schedules cannot be adjusted due to short notice of a subsequent date, ICR will make every effort to release the grievant including reassignment or rescheduling of other employees.

ARTICLE 15 – LABOR-MANAGEMENT COMMITTEE

Section 1

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

Section 2

The Committee will be comprised of no more than eight (8) individuals designated by the Union and no more than eight (8) Company representatives. The number of members may be adjusted by mutual agreement.

Section 3

The Committee may meet at mutually convenient times and location for one (1) hour no less than quarterly, unless otherwise agreed by the parties, and may convene a meeting at the request of either party. The agenda will be mutually determined and provided to all Committee members at least five (5) working days in advance.

ARTICLE 16 – PROFESSIONAL HOURS

Section 1 Professional Nature of Work

ICR and the Union recognize the professional nature of the work performed by the Employees covered by this Agreement. Although each employee will be scheduled to work their hired hours,

the actual daily and weekly work schedule may vary due to the time requirements of specific assignments and variations in the workload. ICR will make a good faith effort to schedule employees for a normal workweek of their hired hours with two (2) consecutive days off.

Section 2 Employee Responsibility

Although employees may benefit from the flexibility of professional hours consistent with Section 3 of this article, they also bear a responsibility both to their work and to their unit, and exempt employees are expected to work their regularly scheduled hours within each pay period. Non-exempt employees are expected to work their regularly scheduled hours within each week.

Section 3 Flex Time

Employees may flex their work schedules by up to two (2) hours in a day with advance supervisory approval and when consistent with the operational needs of their unit. Requests to flex their work schedules by more than 2 hours will be considered with supervisory approval when it is consistent with the operational needs of their unit.

Regular requests by an employee to flex their work schedules should be addressed through a request for a non-standard schedule under Section 5.

Section 4 Work Beyond Scheduled Hours

Where conditions require that exempt employees work beyond their scheduled hours to complete professional tasks, they will not receive additional compensation. Similarly it is understood that partial day absences due to flex time will not result in reduced compensation, except in the case of an FMLA leave.

Section 5 Schedule Notification

An Employee will be notified of their regular work schedule at their time of hire. It is understood that such schedule is subject to change in the interest of efficient operations.

Employees may make written requests for non-standard schedules. Such requests will be answered in writing within a timely manner, not to exceed one month from receipt of the employee's written request. Management approval is required.

Section 6 Schedule Changes

When an employee's regular schedule or starting time is changed within the normal operations of their unit, the employee will be notified as far in advance as possible. Seniority and employee preferences will be considered when consistent with operational needs.

If, in the interest of efficient operations, it becomes necessary to change or establish schedules departing from the normal department operating schedule, the employee and the Union will be advised as far in advance as possible. ICR will meet and discuss with the Union regarding the schedule upon request. In such instances, where possible, ICR will consider the preferences of the concerned employees.

ARTICLE 17 – OVERTIME

Section 1

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

Section 2

Holiday time and vacation will be considered time worked for the purpose of computing overtime for non-exempt employees.

Section 3

(a) Non-exempt employees must get approval in advance to work overtime. The parties recognize that there may be situations where incidental overtime may occur due to business needs, but employees are expected to plan in advance to avoid these situations whenever possible and to notify management when it occurs.

(b) ICR will make overtime opportunities available on an equitable basis among qualified non-exempt employees recognizing that overtime that is assignment-specific, such as overtime that is tied to a specific study, may be limited to the people who are working on that assignment when necessary for operational or regulatory needs.

(c) Overtime may be required when necessary for operational needs. The parties recognize that mandatory overtime for non-exempt employees is generally limited to unexpected situations like operational emergencies or unannounced external audits.

Section 4

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

ARTICLE 18 – BONUSES AND INCENTIVES

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

ARTICLE 19 - RATES OF PAY

Section 1

(a) Effective the first full pay period following June 1, 2025, employees in the bargaining unit will be placed on the wage scale in Appendix A based on their years of professional experience.

(b) Exempt employees will have their salaries set and adjusted in accordance with the wage scales shown in Appendix A. The salaries shown are for 1.0 FTE. Any exempt employee who is hired at less than a 1.0 FTE will have their salary prorated accordingly

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

(d) Effective the first full pay period in March, 2027, the wage scale will be adjusted as shown in Appendix A.

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

(f) Except as provided in (h), experience credit will be based on years of professional experience performing the responsibilities of the employees' job classification and/or experience listed as required in the employee's job description. Experience credit will also be given for other relevant experience (referred to as "related experience"), including "preferred experience" identified in the employee's job description, on the basis of one (1) year of experience credit for each two (2) years of related experience up to a maximum of five (5) years of experience credit for purposes of the wage scales.

(g) Except as provided in (h), experience credit will be assessed as of the first day of the pay period when the wage increases under this Section take effect.

(h) For purposes of implementing the wage scales under this Article, employees who were employed in a bargaining unit position as of March 1, 2025 will be considered to have the experience dates set forth in Appendix B for assessing their initial placement on the scales in their current position. If the employee transfers to another position in the bargaining unit during the term of this Agreement, their experience credit will be assessed in accordance with paragraph (f). Employees who promote to another level of their existing position will have their placement on the scale determined based on the experience credited in Appendix B and the requirements of their new position.

Section 2

If ICR plans to create per diem or pool positions, the parties will bargain over the applicable wage rates.

ARTICLE 20 – PERSONAL TIME

Section 1

Full-time employees hired at forty (40) hours per week shall receive twenty-four (24) hours of personal time each fiscal year. Employees hired at thirty-six (36) hours per week shall receive twenty-one point six (21.6) hours of personal time each fiscal year. Part-time employees who are scheduled twenty (20) hours per week or more shall receive personal time each fiscal year pro-rated based on their actual regular hours worked in the previous fiscal year, not to exceed 21.6 hours. For their first year of employment, part-time employees shall receive personal time pro-rated based on the number of hours they are hired to work. Per diem employees and employees who are scheduled less than twenty (20) hours per week are not entitled to personal time.

Section 2

Personal time shall be scheduled in accordance with current practices for the department in which the employee works. Requests for personal time will not be unreasonably denied in accordance with operational needs. Once personal time is scheduled, it may only be canceled by mutual agreement between ICR and the employee.

Section 3

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

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

Section 4

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

ARTICLE 21 – HOLIDAYS

Section 1

Full-time employees who are scheduled for forty (40) hours shall be entitled to eight (8) hours of holiday time for the following holidays on the dates that they are observed by Temple University Health System based on the holiday calendar issued each year:

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

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

Section 2

(a) ICR shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. If employees in classifications that have not been required to work on holidays in the past are required to do work on a holiday, ICR will provide the employees in that classification and the Union at least thirty (30) days' notice and meet and discuss the effects with the Union upon request, except if there is an unexpected audit.

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

Section 3

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

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

(c) During a week where a holiday is observed, non-exempt employees who are scheduled for more than eight (8) hours per day may, at their discretion, use available paid time off to make up their full paid hours for the week or, when consistent with operational needs, work additional hours during that week to make up their full paid hours.

Section 4

(a) Non-exempt full-time and regular part-time employees who work on the day the holiday is observed will receive time-and-one-half for all hours worked on the holiday and will receive eight (8) hours of holiday time to be used within sixty (60) days. Holiday time that is not used within sixty (60) days will not be paid out.

(b) Exempt employees who work on the day the holiday is observed will continue to receive a day of holiday time to be used within one hundred eighty (180) days.

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

ARTICLE 22 – VACATION

Section 1

Except as provided below, full-time employees shall accrue paid vacation on a per pay period basis in accordance with the following schedule:

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

Effective the first full pay period following ratification, employees in the position of Financial Counselor will begin to accrue vacation based on this schedule as well.

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

Section 2

The rate of pay for vacation will be the employee's base hourly wage rate at the beginning of their vacation period.

Section 3

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

Section 4

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

Section 5 Vacation Scheduling

Employees are expected to request vacation as follows. All requests will be granted on a first-come, first-served basis.

(a) Requests to take two (2) days or fewer of vacation should be submitted at least two (2) business days in advance. Employees must identify their plans for coverage of any deadlines, if applicable.

(b) Requests to take more than two (2) days of vacation should be submitted at least ten (10) business days in advance. Employees must identify their plans for coverage of any deadlines, if applicable.

(c) All vacation requests are subject to managerial approval. Requests that are made with less than the applicable amount of notice may be denied based on operational needs.

Section 6

The maximum vacation accrual shall be equal to one hundred and fifty percent (150%) of an employee's annual accrual. Employees will not be compensated for vacation time not taken. Employees may be paid for accrued, but unused vacation at termination of employment as provided for in Article 28 Resignation.

Section 7

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

Section 8

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

ARTICLE 23 – SICK LEAVE AND ATTENDANCE

Section 1

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

Section 2 Eligibility and Benefits

(a) Full-time and part-time employees accrue sick days at a rate of one sick day per month during the first ten (10) months of the fiscal year (July through April) to a maximum of eighty (80) hours per fiscal year. Full-time employees hired for forty (40) hours per week accrue sick leave at 3.70 hours per pay period. Full-time employees hired for thirty-six (36) hours per week will accrue sick leave at 3.33 hours per pay period. Accrual is pro rated for part-time employees based on their scheduled hours of work. Accrual will begin at the date of hire or change to a benefit eligible status, but may not be used until completion of the employee's probationary period. Per diem employees are not eligible for sick time. Part-time employees who are hired to work less than twenty (20) hour per week are not eligible for sick leave, vacation, personal time or other leave benefits except as required by law.

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

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

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

Section 3 Notification and Proof of Illness

(a) An employee who is absent must provide notice no later than their scheduled report time.

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

Section 4 Attendance

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

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

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

ARTICLE 24 - LEAVES OF ABSENCE

Section 1 Family and Medical Leave

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

Section 2 Jury Duty

An employee must immediately inform their supervisor and submit a copy of the jury duty summons to their supervisor if called for jury duty. Full-time and regular part-time employees who have completed their probationary period will be paid their regular wages for the time lost.

An employee is expected to work their regular schedule, if needed, when notified that they are excused from jury duty in advance of reporting.

Section 3 Unpaid Medical Leave

A regular full time employee with a minimum of one (1) year of TUHS seniority, as defined in Article 7, may request an unpaid leave of absence for the employee's own illness once they have exhausted any leave available to them under the FMLA or any other leave policy. A leave of

absence under this Section must be for a stated period of time, not to exceed twelve (12) calendar months from the employee's first day of absence. An unpaid leave of absence under this section that is granted for a period of less than twelve (12) calendar months may be renewed up to a maximum period of one (1) year of total, continuous absence, including time spent on FMLA, from the employee's first day of absence.

An employee who is granted a leave of absence pursuant to this Section is not guaranteed re-employment. If the employee's position is available, the employee will be returned to their position. If the employee's position is not available, the employee will be given priority consideration for vacancies that the employee identifies for which they qualify. These openings may or may not be at the employee's prior pay level and status. An employee who fails to report for work on the first working day following the expiration of an authorized leave of absence will be deemed to have resigned their position as of the last day actually worked unless an extension is granted by ICR.

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

Section 4 Unpaid Personal Leave of Absence

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

Section 5 Military Leave

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

Section 6 Bereavement Leave

(a) A full-time or regular part-time employee will be granted up to thirty-two (32) hours of bereavement leave with pay in the event of the death of a member of the employee's immediate family. The following are considered members of an employee's immediate family: spouse or domestic partner, father, mother, child, grandchild, sister, and brother. Employees shall be granted up to twenty-four (24) hours of bereavement leave in the event of the death of a father-in-law, mother-in-law or grandparent. Employees shall be granted an absence of eight (8) hours with pay in the event of the death of a sister-in-law or brother-in-law. An employee's supervisor shall be notified in advance before any such leaves are taken.

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

Section 7 Educational Leave

With the permission of ICR, educational leaves to further professional growth and advancement may be granted to full-time and regular part-time employees for up to twelve (12) months

without pay. An employee who is granted a leave of absence pursuant to this Section is not guaranteed re-employment. If the employee's position is available, the employee will be returned to their position. If the employee's position is not available, the employee will be given priority consideration for vacancies that the employee identifies for which they qualify. These openings may or may not be at the employee's prior pay level and status. An employee who fails to report for work on the first working day following the expiration of an authorized leave of absence will be deemed to have resigned their position as of the last day actually worked, unless an extension is granted by ICR.

Section 8 Union Leave

An unpaid leave of absence for a period not to exceed one (1) year shall be granted to employees with at least one (1) year of bargaining unit seniority in order to accept a full-time position with the Union, provided that such leaves will not interfere with the operation of ICR.

An employee who is granted a leave of absence pursuant to this Section is not guaranteed re-employment. If the employee's position is available, the employee will be returned to their position. If the employee's position is not available, the employee will be given priority consideration for vacancies that the employee identifies for which they qualify. These openings may or may not be at the employee's prior pay level and status. An employee who fails to report for work on the first working day following the expiration of an authorized leave of absence will be deemed to have resigned their position as of the last day actually worked.

Section 9

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

Section 10

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

Section 11

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

Section 12 Parental Leave

Effective July 1, 2025, ICR will provide one (1) week of paid parental leave following the birth of an employee's child or the placement of a child with an employee in connection with an adoption under the conditions described below. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly-adopted child. This leave will run concurrently with FMLA or other leaves taken by the employee and must be completed within twelve (12) calendar months of the child's birth or placement.

Full time employees are eligible for the leave if they have been employed with ICR for at least twelve (12) consecutive months and have worked at least 1,250 hours during the twelve (12) consecutive months immediately preceding the date that the leave would begin. The employee also must meet one of the following criteria: have given birth to a child (this does not apply to a surrogate or donor); be the legally designated parent of a child (this does not apply to a surrogate or donor); or have a child who is under the age of 18 years old placed with the employee for adoption. This provision does not apply to the adoption of a stepchild by a stepparent or the placement of a foster child.

ARTICLE 25 - HEALTH, WELFARE AND PENSION

Section 1

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

Section 2 Medical & Prescription

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

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

(c) Eligible employees and their eligible dependents enrolled in medical coverage will be covered by a prescription drug plan where, subject to plan provisions and limitations, the employee co-pays equals fifteen percent (15%) towards the cost of generic prescription drugs,

twenty percent (20%) towards the cost of Brand Name drugs on the Performance Drug list, and thirty-five percent (35%) toward the cost of all other Brand Name drugs not on the Performance Drug list. Each covered employee and dependent is subject to a calendar year maximum co-payment of \$1,000 per person with a family maximum copayment of \$2,500 per year. The Dispensed as Written Penalty shall not be considered a co-pay within the meaning of this article.

Section 3 Part-Time Employees

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

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

Section 4 Life Insurance

(a) Eligible employees receive ten thousand dollars (\$10,000) in life insurance and accidental death and dismemberment insurance (double indemnity in case of accidental death or dismemberment) at no cost to the employee.

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

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

Section 5 Dental

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

Section 6 Disability

(a) Eligible employees may purchase long-term disability (“LTD”) insurance to cover sixty percent (60%) of their monthly salary up to a maximum benefit of \$15,000 per month following a 180-day elimination period.

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

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

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

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

Section 7 Vision Care

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

Section 8 Dependent Care & Flexible Spending Program

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

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

Section 9 Carrier Changes

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

Section 10 Compliance with Affordable Care Act

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

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

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

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

Section 11 Contributory Defined Contribution Retirement Plan

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

(b) Participation in the Defined Contribution Retirement Plan requires employees to contribute 4.5% of base wages to the Temple University Health System, Inc. 403(b) Plan. TUHS will make a matching contribution to the Defined Contribution Retirement Plan based on the employees’ four and one-half percent (4.5%) contribution to the 403(b) Plan in accordance with the following schedule up to the applicable IRS limit:

<u>Years of Participation in Plan</u>	<u>Employer Contribution</u>
Less than 3 years	4.5%
At least 3 but less than 5 years	5.0%
At least 5 but less than 7 years	6.5%
7 or more	8.5%

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

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

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

(f) Temple will discontinue the availability of the Accelerated Retirement Option available to employees participating in the Defined Contribution Retirement Plan (contributory

schedule). Current participants will continue to participate in this option until each participant reaches the agreed upon retirement date.

Section 12 Supplemental Retirement Account

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

Section 13 Voluntary Benefit Programs

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

ARTICLE 26 - ALCOHOL AND DRUG TESTING

Section 1

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

Section 2

An employee who enrolls in the Commonwealth of Pennsylvania Professional Health Monitoring Programs' (PHMP), Voluntary Recovery Program (VRP) either on a voluntary basis or as a result of a positive test on a drug test, and on whom the VRP imposes restrictions on narcotic administration or areas of practice, will be eligible to return to practice with narcotic administration restrictions under the following conditions:

1. The Company will make reasonable efforts to accommodate the employee's return to work, so long as no undue hardship results, and the efforts are consistent with any applicable VRP requirements. An accommodation may include temporary reassignment for the duration of the restriction and/or adjustment of the employee's schedule to accommodate the restriction.
2. The employee must provide their immediate manager, the VP of Labor and Employee Relations and the Occupational Health Services with a copy of the VRP Consent Agreement with the licensing board.
3. The employee must maintain enrollment in good standing in the PHMP Voluntary Recovery Program.
4. The employee understands the practice restrictions will be communicated on a need-to-know basis.

Section 3

Any employee taking a prescribed controlled drug or a known potentially sedating medication that they believe will or might impair their ability to perform safely must submit a written report from the Prescriber to Occupational Health and receive clearance before the employee is permitted to work. This report shall contain the names of the medication(s), dosages and duration of treatment as well as a statement documenting the Prescriber's recommendation of the medication(s) in view of the sensitive nature of the employee's work. ICR will maintain the confidentiality of any prescription information reported by an employee or Prescriber pursuant to this provision and will not publicize the reason for any employee's removal from work under this provision.

Section 4

In the event additional drugs are added to the drug test panel, the Union will be so advised. ICR will negotiate the effects with the Union if so requested to the extent required by law.

ARTICLE 27 - HEALTH AND SAFETY

Section 1

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

Staff will have the opportunity to debrief on reported hazardous incidents and provide suggested improvements to management.

If there are urgent health and/or safety concerns, the parties will convene a Labor Management Committee meeting within one week or as soon as practicable after that time at the request of either party for the purpose of addressing bona fide health and safety issues.

Section 2 Public Health Emergency

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

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

Section 4 Workplace Violence Prevention

ICR will continue to develop and implement programs to prevent violence against patient-facing staff or include those staff in programs are operated by Fox Chase Cancer Center.

ARTICLE 28 – RESIGNATION

Section 1

Employees are expected to give four (4) working weeks' notice of resignation and must give at least three (3) working weeks' notice. Paid time off may not be taken after the notice is given except in the event of a qualifying illness under FMLA.

Section 2

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

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

ARTICLE 29 - EDUCATION AND TRAINING

Section 1 Required In-service Training and Education

- (a) If an employee is required by ICR to attend a mandatory training or in-service session in person that falls outside their scheduled work hours, a non-exempt employee will be paid for their time attending the training, including differentials, if applicable. The hours will be considered time worked in the computation of overtime.
- (b) Employees will be notified of any required certification or specific skill trainings required for their position. Impacted employees and the Union will be notified of any changes to their job descriptions. ICR will reimburse employees for certification fees approved by management for employees who successfully achieve these required certifications and for required re-certification.
- (c) If training required by ICR may be done via computer remotely, and ICR authorizes this as an option, non-exempt employees shall be paid for the designated length of the training upon completion through the designated learning management system.

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

Section 2 Conferences

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

Section 3 Tuition Benefits

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

ARTICLE 30 – WORKLOAD

Section 1

If an employee perceives that their workload is unduly burdensome, they may request a meeting with their manager to discuss their workload. The employee may bring a union representative to this meeting.

Section 2

When an employee is promoted or transfers positions, the work of the new position will not commence until the transfer/promotion is complete and the employee begins working at the new wage rate unless the duties overlap.

Section 3

After the completion of a transfer or promotion to a new job classification covered by this Agreement, the work duties associated with the employees' former position will cease unless there is overlap in the employees current and former job descriptions.

Section 4 Joint Collaboration Committee

(a) No later than three (3) months after the ratification of this Agreement, the parties shall establish a Joint Collaboration Committee (JCC) to promote dialogue between employees and management for the purpose of enhancing departmental operations. The JCC shall not engage in negotiations, nor shall the JCC consider matters that are properly the subject of a grievance.

(b) The Union will designate no more than six (6) members of the Committee. ICR will designate an equal or lesser number of managers representing different departments to attend based on the subjects on the agenda. The number of members may be adjusted by mutual agreement.

(c) The JCC will meet quarterly for one (1) hour at mutually convenient times, unless otherwise agreed by the parties. The Union will provide a proposed agenda at least ten (10) working days in advance. ICR may also add things to the agenda in advance.

(d) ICR will work with the Union in providing coverage for the duration of the meeting for committee members who are scheduled to work during the designated meeting times. As with Labor Management meetings, non-exempt employees who are released from work by management for the meeting will not be required to clock out when attending the meeting.

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

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

ARTICLE 31 – SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in affect; and to the lawful regulations, rulings, and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws and regulations of the United States or of the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulations, so long as same is in force and affect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 32 - SCOPE OF AGREEMENT

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

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

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

ARTICLE 33 - TERM OF AGREEMENT

Section 1

This Agreement shall be in full force and effect from the date hereof until 11:59 p.m. on February 29, 2028, and from year to year thereafter, unless one of the parties to this Agreement serves written notice of its desire to amend or terminate this Agreement upon the other party not less than ninety (90) days before the expiration date or any anniversary date thereafter. The party serving such opening notice shall include with such notice a statement of its proposed changes. Should neither party serve timely notice upon the other party, the Agreement shall automatically renew for twelve (12) months from the expiration date.

Section 2

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

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by duly authorized officers and representatives as of this [DATE] day of [MONTH], [YEAR].

For ICR:

For the Union:

Date: _____

Date: _____

Appendix A

Note: Wage rates are shown hourly for ease. Rates will be converted to salary for exempt employees for final contract.

	Years Experience	Effective the first full pay period that is at least ninety (90) days following ratification 3%	Effective the first full pay period following the one year anniversary of ratification 3%	Effective the first full pay period following the second anniversary of ratification 3%
Clinical Research Nurse I	0-2	\$40.00	\$41.20	\$42.44
	2-5	\$41.50	\$42.75	\$44.03
	5-10	\$44.50	\$45.84	\$47.22
	10-15	\$47.50	\$48.93	\$50.40
	15-20	\$50.00	\$51.50	\$53.05
	20+	\$52.00	\$53.56	\$55.17
Clinical Research Nurse II	0-2	N/A	N/A	N/A
	2-5	\$43.25	\$44.55	\$45.89
	5-10	\$48.50	\$49.96	\$51.46
	10-15	\$51.50	\$53.05	\$54.64
	15-20	\$52.50	\$54.08	\$55.70
	20+	\$55.50	\$57.17	\$58.89
Clinical Research Nurse Sr (Previously III)	0-2	N/A	N/A	N/A
4 yrs required	2-4	N/A	N/A	N/A
	4-10	\$52.25	\$53.82	\$55.43
	10-15	\$55.00	\$56.65	\$58.35
	15-20	\$57.50	\$59.23	\$61.01
	20+	\$61.00	\$62.83	\$64.71
Clinical Research Data Specialist	0-2	\$25.00	\$25.75	\$26.52
	2-5	\$25.75	\$26.52	\$27.32
	5-10	\$27.75	\$28.58	\$29.44
	10-15	\$29.70	\$30.59	\$31.51
	15-20	\$31.00	\$31.93	\$32.89
	20+	\$32.50	\$33.48	\$34.48
Clinical Research Data Specialist II	0-2	N/A	N/A	N/A

	2-5	\$27.50	\$28.33	\$29.18
	5-10	\$29.50	\$30.39	\$31.30
	10-15	\$31.50	\$32.45	\$33.42
	15-20	\$33.50	\$34.51	\$35.55
	20+	\$34.50	\$35.54	\$36.61
Clinical Research Data Specialist Sr	0-2	N/A	N/A	N/A
	2-5	N/A	N/A	N/A
	5-10	\$32.50	\$33.48	\$34.48
	10-15	\$33.50	\$34.51	\$35.55
	15-20	\$35.00	\$36.05	\$37.13
	20+	\$37.00	\$38.11	\$39.25
Clinical Research Coordinator	0-2	\$26.50	\$27.30	\$28.12
	2-5	\$28.00	\$28.84	\$29.71
	5-10	\$30.00	\$30.90	\$31.83
	10-15	\$32.50	\$33.48	\$34.48
	15-20	\$34.00	\$35.02	\$36.07
	20+	\$36.00	\$37.08	\$38.19
Clinical Research Coordinator II	0-2	N/A	N/A	N/A
	2-5	\$30.80	\$31.72	\$32.67
	5-10	\$33.00	\$33.99	\$35.01
	10-15	\$35.00	\$36.05	\$37.13
	15-20	\$37.00	\$38.11	\$39.25
	20+	\$39.00	\$40.17	\$41.38
Clinical Research Coordinator Sr	0-2	N/A	N/A	N/A
(Previously III)	2-4	N/A	N/A	N/A
	4-10	\$36.50	\$37.60	\$38.73
	10-15	\$38.50	\$39.66	\$40.85
	15-20	\$40.50	\$41.72	\$42.97
	20+	\$42.50	\$43.78	\$45.09
Extramural Clinical Research Coordinator	0-2	\$27.00	\$27.81	\$28.64
NEW	2-5	\$28.50	\$29.36	\$30.24
	5-10	\$31.50	\$32.45	\$33.42
	10-15	\$33.50	\$34.51	\$35.55
	15-20	\$34.50	\$35.54	\$36.61

	20+	\$36.00	\$37.08	\$38.19
Clinical Research Monitor/ Research QA Analyst	0-2	\$29.25	\$30.13	\$31.03
TA 3/17/25	2-5	\$30.13	\$31.03	\$31.96
	5-10	\$32.54	\$33.51	\$34.52
	10-15	\$35.14	\$36.19	\$37.28
	15-20	\$37.95	\$39.09	\$40.26
	20+	\$39.09	\$40.26	\$41.47
Clinical Research Monitor II/ Research QA Analyst II	0-2	N/A	N/A	N/A
	2-5	\$33.14	\$34.13	\$35.15
	5-10	\$38.11	\$39.25	\$40.43
	10-15	\$39.37	\$40.55	\$41.77
	15-20	\$42.45	\$43.72	\$45.03
	20+	\$45.92	\$47.30	\$48.72
Sr Research QA Analyst	0-2	N/A	N/A	N/A
TA 3/17/25	2-5	N/A	N/A	N/A
	5-10	\$40.02	\$41.22	\$42.46
	10-15	\$41.34	\$42.58	\$43.86
	15-20	\$44.57	\$45.91	\$47.29
	20+	\$48.22	\$49.66	\$51.15
Project Coordinator	0-2	\$26.25	\$27.04	\$27.85
	2-5	\$27.11	\$27.92	\$28.76
	5-10	\$29.50	\$30.39	\$31.30
	10-15	\$30.98	\$31.90	\$32.86
	15-20	\$32.52	\$33.50	\$34.51
	20+	\$34.15	\$35.17	\$36.23
Senior Clinical Research Educator	0-2	\$41.48	\$42.72	\$44.00
	2-5	\$42.72	\$44.00	\$45.32
	5-10	\$46.14	\$47.52	\$48.95
	10-15	\$49.33	\$50.81	\$52.33
	15-20	\$50.84	\$52.36	\$53.93
	20+	\$53.38	\$54.98	\$56.63
Regulatory Coordinator	0-2	\$27.47	\$28.29	\$29.14
	2-5	\$28.57	\$29.43	\$30.31

	5-10	\$30.57	\$31.49	\$32.43
	10-15	\$32.10	\$33.06	\$34.05
	15-20	\$33.70	\$34.71	\$35.75
	20+	\$35.39	\$36.45	\$37.54
Regulatory Coordinator II	0-2	N/A	N/A	N/A
	2-5	\$29.43	\$30.31	\$31.22
	5-10	\$31.49	\$32.43	\$33.40
	10-15	\$33.06	\$34.05	\$35.07
	15-20	\$34.71	\$35.75	\$36.82
	20+	\$36.45	\$37.54	\$38.67
Regulatory Coordinator Sr (Previously III)	0-2	N/A	N/A	N/A
	2-4	N/A	N/A	N/A
	4-10	\$32.43	\$33.40	\$34.40
	10-15	\$34.05	\$35.07	\$36.12
	15-20	\$35.75	\$36.83	\$37.93
	20+	\$37.54	\$38.67	\$39.83
Financial Analyst	0-2	\$31.20	\$32.14	\$33.10
	2-5	\$32.14	\$33.10	\$34.09
	5-10	\$33.74	\$34.76	\$35.80
	10-15	\$34.76	\$35.80	\$36.87
	15-20	\$35.80	\$36.87	\$37.98
	20+	\$36.87	\$37.98	\$39.12
Financial Counselor	0-2	\$22.50	\$23.18	\$23.88
	2-5	\$23.63	\$24.33	\$25.06
	5-10	\$24.81	\$25.55	\$26.32
	10-15	\$26.05	\$26.83	\$27.63
	15-20	\$27.35	\$28.17	\$29.02
	20+	\$28.72	\$29.58	\$30.47
IRB Analyst	0-2	\$30.48	\$31.39	\$32.33
	2-5	\$31.39	\$32.34	\$33.31
	5-10	\$32.96	\$33.95	\$34.97
	10-15	\$34.61	\$35.65	\$36.72
	15-20	\$35.65	\$36.72	\$37.82
	20+	\$36.72	\$37.82	\$38.95
IRB Analyst II	0-2	N/A	N/A	N/A
NEW 1/14/25	2-5	\$33.00	\$33.99	\$35.01

	5-10	\$35.31	\$36.37	\$37.46
	10-15	\$37.08	\$38.19	\$39.34
	15-20	\$38.93	\$40.10	\$41.30
	20+	\$40.88	\$42.10	\$43.36
Research Review Committee Coordinator	0-2	\$24.32	\$25.05	\$25.80
	2-5	\$25.05	\$25.80	\$26.57
	5-10	\$26.30	\$27.09	\$27.90
	10-15	\$27.62	\$28.45	\$29.30
	15-20	\$28.45	\$29.30	\$30.18
	20+	\$29.30	\$30.18	\$31.09
Research Compliance Specialist	0-2	\$31.21	\$32.15	\$33.11
	2-5	\$32.15	\$33.11	\$34.10
	5-10	\$33.75	\$34.77	\$35.81
	10-15	\$35.44	\$36.50	\$37.60
	15-20	\$37.21	\$38.33	\$39.48
	20+	\$39.07	\$40.25	\$41.46
System Coord CTO	0-2	\$33.00	\$33.99	\$35.01
TA 3/17/25	2-5	\$34.10	\$35.12	\$36.17
	5-10	\$35.23	\$36.29	\$37.38
	10-15	\$36.42	\$37.51	\$38.64
	15-20	\$38.70	\$39.86	\$41.06
	20+	\$39.98	\$41.18	\$42.42
Budget Financial Analyst	0-2	\$32.00	\$32.96	\$33.95
	2-5	\$35.00	\$36.05	\$37.13
	5-10	\$36.75	\$37.85	\$38.99
	10-15	\$38.59	\$39.75	\$40.94
	15-20	\$39.75	\$40.94	\$42.17
	20+	\$40.94	\$42.17	\$43.44
Protocol Development Coordinator	0-2	\$24.10	\$24.82	\$25.56
TA 3/17/25	2-5	\$24.82	\$25.57	\$26.34
	5-10	\$26.06	\$26.85	\$27.66
	10-15	\$27.37	\$28.19	\$29.04
	15-20	\$28.19	\$29.03	\$29.90
	20+	\$29.03	\$29.91	\$30.81

SR NCI Regulatory Coordinator	0-2	N/A	N/A	N/A
	2-4	N/A	N/A	N/A
	4-10	\$32.72	\$33.70	\$34.71
	10-15	\$34.35	\$35.38	\$36.44
	15-20	\$35.38	\$36.44	\$37.53
	20+	\$36.44	\$37.54	\$38.67
NCI Research QA Analyst	0-2	\$30.25	\$31.16	\$32.09
NEW	2-5	\$31.13	\$32.06	\$33.02
	5-10	\$33.54	\$34.54	\$35.58
	10-15	\$36.14	\$37.22	\$38.34
	15-20	\$38.95	\$40.12	\$41.32
	20+	\$40.09	\$41.29	\$42.53

Full-time employees will receive a one-time ratification bonus of \$1,250, less applicable withholdings. Part-time employees will receive a one-time ratification bonus of \$625, less applicable withholdings. The bonus will be paid the first full pay period following ratification provided that the Agreement is ratified by April 1, 2025.

Appendix B

Note: Years of experience will be converted to an experience date.

Name	Job Title	Years of Experience as of 1/1/25
Alison Bilbee	SR CLIN RESEARCH DATA SPEC-OCR	8.7
Allison Ruck	CLIN RESEARCH DATA SPEC-OCR	0.7
Allandria Straker-Edwards	CLINICAL RESEARCH COORD III	14.9
Amber Waqar	CLINICAL RESEARCH NURSE	3.0
Anahit Tunyan	CLINICAL RESEARCH COORD	6.5
Arielle Hanisch	CLINICAL RESEARCH NURSE	5.0
Benjamin Young	CLIN RESEARCH DATA SPEC II-OCR	6.6
Berniece Okhaifor	CLIN RESEARCH DATA SPEC-OCR	2.9
Beth Ann Giammaruti	CLINICAL RESEARCH NURSE II	20.0
Brandi Woodward	PROJECT COORDINATOR, CTO	15.0
Candice Schwebel	CLINICAL RESEARCH NURSE II	10.0
Catherine Ting Brown	CLINICAL RESEARCH NURSE	1.0
Charles Bray	CLIN RESEARCH DATA SPEC-OCR	1.6
Charnice Hale	CLINICAL RESEARCH COORD II	3.6

Cheryl Storino	IRB ANALYST II	18.0
Chezter Yutuc	CLIN RESEARCH DATA SPEC-OCR	1.3
Cierra DeNofa	CLINICAL RESEARCH COORD	2.0
Clark Meshack	REGULATORY COORDINATOR	2.4
Colbi Carr	CLINICAL RESEARCH NURSE	3.3
Courtney Lambert	CLINICAL RESEARCH NURSE II	8.4
Dajah White-Dumpson	CLINICAL RESEARCH COORD	2.0
Dana Haagen	RESEARCH QA ANALYST II	10.0
Daniel Sabo	SR RESEARCH QA ANALYST	15.5
Daron Williams	CLIN RESEARCH DATA SPEC-OCR	2.1
Denise Erdman	CLINICAL RESEARCH NURSE III	20.0
Denise Knox	RESEARCH COMPLIANCE SPECIALIST	19.0
Diane Creitz	SR CLINICAL RESEARCH EDUCATOR	20.0
Eli Mikkelsen	CLINICAL RESEARCH MONITOR II	6.4
Erin Holland	CLIN RESEARCH DATA SPEC-OCR	2.3
Erin Honan	RESEARCH QA ANALYST II	5.5
Erin Stratton	CLINICAL RESEARCH COORD	7.0

Fathima Sheriff	CLINICAL RESEARCH COORD III	20.0
Gabriel Griffith	CLIN RESEARCH DATA SPEC-OCR	1.5
Gyanessa Maldonado	REGULATORY COORDINATOR	2.4
Halyna Matviyishyn	CLINICAL RESEARCH NURSE II	9.0
Hannah Kinder	CLINICAL RESEARCH COORD II	3.8
Harold Perkins	REGULATORY COORDINATOR	4.4
Holly Kilpatrick	CLINICAL RESEARCH NURSE III	20.0
Hue Nice	CLINICAL RESEARCH NURSE II	4.8
Jacqueline Castro	CLIN RESEARCH DATA SPEC II-OCR	6.5
Jessica Lasky	CLIN RESEARCH DATA SPEC-OCR	2.4
Jhanelle Richards	CLIN RESEARCH DATA SPEC II-OCR	6.9
Jill Samaha	CLINICAL RESEARCH NURSE II	14.0
Jillian Sosnak	SYSTEM COORD/CTO	3.3
Kailyn Clark	CLIN RESEARCH DATA SPEC-OCR	0.6
Karen Davis	SR CLIN RESEARCH DATA SPEC-OCR	11.9
Katherine Hughes	SR CLIN RESEARCH DATA SPEC-OCR	20.0
Katrina Bynum	CLINICAL RESEARCH COORD	5.0

Kelechi Iwuji	CLINICAL RESEARCH COORD	7.0
Kendall Mahoney	REGULATORY COORDINATOR II	4.0
Kimberly Bochinski	FINANCIAL COUNSELOR	9.2
Kimberly Costello	CLINICAL RESEARCH NURSE III	20.0
Kristin Virag	CLINICAL RESEARCH NURSE II	9.0
Kristina Maletteri	CLINICAL RESEARCH COORD II	13.0
Lakeesha Dawson	CLIN RESEARCH DATA SPEC-OCR	4.0
Leigh-Anne Spilman	RES REVIEW COMMITTEE COORD	7.0
Leslie Katona	CLINICAL RESEARCH NURSE II	10.0
Lillian Nguyen	BUDGET FINANCIAL ANALYST-OCR	5.8
Loren Harper	CLIN RESEARCH DATA SPEC-OCR	1.1
Madeline Graziani	CLINICAL RESEARCH NURSE	5.3
Madeline Wargins	CLIN RESEARCH DATA SPEC-OCR	1.8
Maria Obuya	CLINICAL RESEARCH COORD	4.2
Mary Fuchs	CLIN RESEARCH DATA SPEC-OCR	2.2
Mary O'Rourke	NCI RESEARCH QA ANALYST	8.2
Megan Bodor	CLIN RESEARCH DATA SPEC II-OCR	4.0

Megan McCann	RESEARCH QA ANALYST	2.9
Megan Richards	CLINICAL RESEARCH NURSE	1.4
Melissa Cleary	FINANCIAL ANALYST	20.0
Monsurat Otolorin	CLIN RESEARCH DATA SPEC-OCR	2.2
Myacah Sampson	CLINICAL RESEARCH COORD II	2.3
Myla Waller	REGULATORY COORDINATOR II	5.7
Natallia Hancharuk	CLINICAL RESEARCH NURSE	4.2
Nicholas Lavrich	FINANCIAL ANALYST	10.9
Odir Duenas	CLINICAL RESEARCH MONITOR	4.1
Refiola Memushi	CLINICAL RESEARCH NURSE	5.0
Richard Johnston	FINANCIAL ANALYST	10.1
Riya Patel	CLIN RESEARCH DATA SPEC-OCR	2.1
Robert Witalec	SR CLIN RESEARCH DATA SPEC-OCR	20.0
Roberta Viola	CLIN RESEARCH DATA SPEC-OCR	4.4
Sabrina Shabon	CLIN RESEARCH DATA SPEC-OCR	2.3
Samuel Dulski	CLINICAL RESEARCH NURSE	2.0
Seth Jeffries	CLINICAL RESEARCH COORD II	11.3

Sydney Whorral	CLINICAL RESEARCH MONITOR	4.4
Taylor Branch	CLINICAL RESEARCH NURSE II	7.0
Timothy Reilly	CLINICAL RESEARCH MONITOR II	9.1
Vesa Dobi	CLINICAL RESEARCH COORD	2.3
Vivin Mathew	EXTRAMURAL CLIN RESEARCH COORD	5.0
Yuenyee Leung	CLIN RESEARCH DATA SPEC II-OCR	3.0
Zoma Qurashi	CLIN RESEARCH DATA SPEC-OCR	2.4

Side Letter on Retirement

For purposes of implementing Article 25 Section 11, the parties agree that the following provisions shall apply to employees in the bargaining unit who are participating in the Temple University Health System, Inc. Defined Contribution Retirement Plan (“Defined Contribution Retirement Plan”) who have greater than nine (9) years of participation in the Defined Contribution Retirement Plan and are receiving an Employer Contribution at the rate of 10% as of September 30, 2025:

- Employees in the bargaining unit who have greater than nine (9) years of participation who are receiving the 10% Employer Contribution as of September 30, 2025 will remain at the 10% Employer Contribution rate so long as they remain eligible under the terms of the Defined Contribution Retirement Plan.
- This side letter applies only to employees who are in the bargaining unit as of the date of ratification, are currently participating in the Defined Contribution Retirement Plan as of the date of ratification, who have greater than nine years of participation in the contributory schedule of the Defined Contribution Retirement Plan, and are already receiving the 10% Employer Contribution as of September 30, 2025.
- Financial counselors will transition to the contributory schedule as soon administratively feasible, contingent on their enrollment in the plan. Any employee who transitions from the non-contributory schedule to the contributory schedule will not be eligible for the 10% contribution rate.
- Employees who join the bargaining unit after the date of ratification are not covered by this side letter, regardless of their participation in the Defined Contribution Retirement Plan.
- Employees who are covered by this side letter who leave the bargaining unit for any reason will no longer be covered by this side letter.