

***COLLECTIVE BARGAINING  
AGREEMENT***

***Between***

***Prospect DCMH, LLC/Delaware County  
Memorial Hospital***

***And***

***Delaware County Technical Employees  
Association/***

***Pennsylvania Association of Staff  
Nurses and Allied Professionals  
(PASNAP)***

***April 20<sup>th</sup> 2017 to April 19<sup>th</sup> 2020***

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# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Prospect DCMH, LLC/Delaware County Memorial Hospital**

**and**

**Delaware County Technical Employees Association/  
Pennsylvania Association of Staff Nurses and Allied Professionals (PASNAP)**

This collective bargaining agreement (“CBA” or “Agreement”) is made and entered into between Prospect DCMH, LLC/Delaware County Memorial Hospital (“Employer” or “DCMH”) and Delaware County Technical Employees Association/Pennsylvania Association of Staff Nurses and Allied Professionals (“Union” or “PASNAP”).

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

## **Article 1 - Recognition**

1. The Employer recognizes PASNAP as the sole and exclusive bargaining representative of all full-time, regular part-time and per diem technical employees employed by the Employer at its facility located at 501 N. Lansdowne Avenue, Drexel Hill, Pennsylvania, pursuant to the certification in National Labor Relations Board Case 04-RC-166624.

2. Excluded from this Agreement are all other employees, including professional employees, business office clericals, service and maintenance employees, skilled maintenance employees, guards and supervisors as defined in the National Labor Relations Act. Per diem employees who average fewer than four (4) hours worked per week, pursuant to NLRB standards, also shall be excluded from this Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

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

2. Except as modified or abridged by a specific provision of this Agreement, management shall retain the following rights, including but not limited to the right to: direct, plan and control facility operations; to determine or change the methods and means by which its operations are to be carried on; to determine the services to be rendered; to determine and set the standards of productivity and the amount of supervision; to combine units; to reassign employees from one unit to another; to recruit, select, hire, train, classify, promote, demote, transfer, assign, and supervise; to discipline, suspend, and discharge; to assign work; to determine the qualifications necessary for any bargaining unit job; to make changes to, eliminate and introduce new, different, or improved methods, equipment, technologies, standards, techniques, and procedures in its operation and the performance of employee’s work; to assign or transfer equipment or facilities; to subcontract; to expand, reduce, discontinue, merge or relocate all or

any part of its business operation, bargaining unit work, and/or a specific job; to establish and change work schedules, shifts, hours of work, times of operations, and assignments; to require overtime, on both a regular and "as needed" basis, provided such requirement is in compliance with Pennsylvania Act 102, Prohibition on Mandatory Overtime; to establish and revise enforceable rules of conduct, policies and operating standards; to implement and utilize surveillance and other security measures; to lay off or recall employees; to establish and administer policies and procedures related to research, education, training, operations, services and maintenance of the Employer's operations; to take any and all actions it determines appropriate to maintain efficiency and appropriate patient care and safety; and in all respects to carry out the ordinary and customary functions of management and to otherwise generally manage the business of the Employer.

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

4. [Intentionally left blank]

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

### **ARTICLE 3 - UNION MEMBERSHIP AND DUES CHECKOFF**

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

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

2. DCMH agrees to deduct the annual dues and/or fair share fees payable to CCNA/PASNAP from the wages of each employee who has executed a written payroll deduction authorization. Deductions will be made monthly. The amount of the deductions together with the deduction list shall be forwarded to the president of the local Association or designee by the fifteenth (15th) of the following month. DCMH's responsibility to deduct dues and/or fair share fees shall be coterminous with this Agreement.

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

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

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

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

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

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

1. During the term of this Agreement, the Union, its officers, agents, representatives, stewards and members, and the employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work, during the term of this Agreement.

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

3. In the event of any conduct in violation of this Article, the Union and its officers, agents, and representatives shall immediately take positive and evident steps to have those involved cease such activity. These steps shall involve the following: immediately after the occurrence of any such unauthorized action (but in no event more than one (1) hour thereafter), the Union, its officers, agents, and representatives shall publicly disavow same and shall state such in a letter (sent by facsimile and email) to the Employer's Vice President of Human Resources; notwithstanding the existence of any picket line; the Union, its officers and representatives shall not aid or assist any such unauthorized action; and the Union, its officers and representatives, will, in good faith, use every reasonable effort to terminate such unauthorized

action. The obligations of the Union, and its officers, agents, and representatives listed above, are in addition to any other remedy, liability or right provided by applicable law.

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

#### **ARTICLE 5 - EMPLOYMENT STATUS**

1. Full Time/Part Time/Per Diem Employees: For the purposes of this Agreement, a full time employee is an employee who is regularly scheduled to work, and does work, thirty-six (36) to forty (40) hours per week. A part-time employee is an employee who is regularly scheduled to work, and does work, twenty (20) to thirty-five (35) hours per week. A part-time employee shall not be converted to full-time status due to working extra hours or shifts. Per diem employees are not regularly scheduled, and work on an as-needed or relief basis, but must meet their availability and work commitments as described in this Agreement. A per diem employee must be available to work at least 16 hours per schedule, with at least one shift being an evening, night or weekend shift. An employee may maintain only one of the foregoing statuses at any given time.

2. Reclassification: The Employer may reclassify to another status a full-time or part-time employee who fails to meet the above described requirements for his/her status. If a per diem employee does not meet the above requirements for such status, the employee's employment may in the Employer's discretion be terminated.

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

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

1. The regular workweek shall consist of 40 hours per week. The work week for payroll purposes starts at 12:01 a.m. Monday and ends at midnight on the following Sunday. Nothing in this Article shall be construed as a guarantee of work.

2. The regular work day for employees shall be either four (4), six (6), eight (8), ten (10), or twelve (12) hours, at the discretion of management, exclusive of a half hour unpaid meal. The Employer retains the right to establish starting and end times of shifts, and to switch an employee to a shift of longer or shorter duration, or to create a shift that is longer or shorter than the shifts listed above, thirty (30) days' notice before implementing any of the above changes, and such changes shall only be made based on legitimate operational needs and not in an arbitrary way. In the event the Hospital creates a new shift, such new shift shall be offered on a voluntary basis; if there are multiple volunteers, the award shall be made by seniority provided the employee is qualified. If there are no volunteers, or insufficient volunteers, the new shift shall be assigned by inverse seniority.



3. Overtime shall be paid for all hours actually worked over forty (40) in a week, at the rate of time and one-half the employee’s applicable hourly rate. There shall be no pyramiding of overtime. Employees who work a twelve (12) hour shift shall not be involuntarily scheduled five (5) shifts of twelve (12) hours in a row.

4. a. Scheduling shall be within the discretion of management. Units that self-schedule as of the Date of the Ratification of this Agreement shall continue the process. Schedules must be approved by management prior to posting. Work schedules must be posted in at least two (2) week blocks two (2) weeks in advance of the start of the schedule.

b. Respiratory therapists will meet with management within ninety (90) days of contract ratification to train and implement therapists on the use of the nurse self-scheduling software.

**ARTICLE 7 - WAGES**

1. Wage Rates. Full-time and part-time employees covered by this Agreement shall have their wage rates increased on the first payroll period following the dates below:

Date of Ratification	November 1, 2017	One Year from Date of Ratification	November 1, 2018	Two years from Date of Ratification	November 1, 2019
1%	1%	1%	1%	1%	1%

Any employee whose hourly wage rate exceeds the wage scale in Appendix A shall receive a wage increase on the same basis as set forth in this Section.

All wage increases specified in Appendix A and this Agreement, including step increases, shall be paid only during the life of this Agreement. Upon expiration of this Agreement, the Hospital shall not be required to grant any wage increases until such time as there is a successor Agreement reached between the Employer and Union.

2. Shift Differentials. With the exception of weekend employees, an employee permanently scheduled to work a twelve (12) hour shift will be eligible for shift differentials as follows: Evening shift differential will be paid for hours worked between 3:00 pm and 11:00 pm, and night shift differential will be paid for hours worked between 11:00 pm and 7:00 am. The evening shift differential shall be \$1.75 per hour, and the night shift differential shall be \$2.00 per hour for such employee.

An employee assigned to work a schedule whose shifts start between 6:00 am and 10:00 am, will not be eligible for shift differential. Such employees who have a shift that may begin after 11:00 am will be eligible for evening shift differential for hours worked between 3:00 pm and 11:00 pm and eligible for night shift differential for hours worked between 11:00 pm and 7:00 am. The evening shift differential shall be \$1.75 per hour, and the night shift differential shall be \$2.00 per hour for such employees.

3. Preceptor Pay. Employees working as a preceptor shall receive an additional \$1.00 per hour for all hours worked in such capacity.

4. Per Diem Wage Rates. Per diem employees covered by this Agreement shall be paid the wage rates specified in Appendix A of this Agreement. Such wage rates shall remain static for the life of the Agreement.

## **ARTICLE 8 - HEALTH AND WELFARE BENEFITS**

DCMH will continue to offer full-time and regular part-time bargaining unit employees the opportunity to participate in health and welfare benefits offered by Prospect. Per diem employees shall not participate in such benefits. This Article shall be consistent with paragraph 11 of the Recognition Agreement applicable to the employees represented by the Union at Crozer-Chester Medical Center, dated June 16, 2016.

## **ARTICLE 9 - 401(k) PLAN**

DCMH will offer full-time and regular part-time bargaining unit employees the opportunity to participate in the 401(k) plan under the same terms and conditions as non-bargaining unit employees. Per diem employees shall not participate in the 401(k) plan. This plan shall continue to be offered for the term of this Agreement.

## **Article 10 - HOLIDAYS, VACATION AND SICK LEAVE**

### 1. Holidays:

a. The Employer recognizes the following six paid holidays:

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

b. The parties agree that the practice in the Radiology department of scheduling employees to work two (2) holidays per year shall continue. In the event operational needs require such employees to work more than two (2) but no more than three (3) holidays, that shall be done by inverse seniority. In all other Departments, employees shall work three (3) holidays.

c. A full- or regular part-time bargaining unit employee who works on a holiday enumerated in this Article shall be paid time and one-half their regular rate of pay for all hours worked. Such premium pay shall not be considered time worked for purposes of calculating overtime. Full-time bargaining unit employees shall, each January, receive forty-eight (48) hours of "holiday" time in a bank; regular part-time employees shall receive twenty-four (24) holiday hours each January. The holiday bank shall be capped at forty-eight (48) hours per year. Employees must use the prior year's banked holiday time

(48 hours accrued between January 1 and December 31) by January 15<sup>th</sup> of the following year. In November, December, and through January 15, employees shall be limited to one (1) day per month and such holiday request shall not be unreasonably denied. Per diem employees shall be paid time and one-half (1 ½) for working on Holidays.

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

e. Full-time bargaining unit employees shall, each January, receive forty-eight (48) hours of personal holiday time; regular part-time employees shall receive twenty-four (24) personal holiday hours each January. Per diem employees shall not receive personal holiday time. Such time may be used at any point during the calendar year, in accordance with departmental scheduling policies. Scheduling of personal holiday time shall not be unreasonably denied. Unused personal holidays shall not be paid in the event an employee leaves the employ of DCMH.

f. The existing practice of paying a \$3.45 per hour on-call rate on holidays shall be maintained.

2. Vacation:

a. a. Full-time employees working at DCMH on or before the Date of Ratification of this Agreement will accrue annual vacation with pay as follows:

Years of Service	Amount of Vacation Per Year
90 days - 4.99 years	80 hours
5 years – 14.99 years	120 hours
15 years – 19.99 years	160 hours
20 or more years	200 hours

Full-time employees hired after the Date of Ratification of this Agreement will accrue annual vacation with pay as follows:

Years of Service	Amount of Vacation Per Year
90 days – 4.99 years	80 hours
5 - 9.99 years	120 hours

Years of Service	Amount of Vacation Per Year
10 or more years	160 hours

b. Accrual: The vacation allowance for each year accrues on a bi-weekly basis to the employee. Employees with an FTE of 0.5 and 0.9 and with a minimum of one year of continuous service will accrue a prorated vacation allotment based on their budgeted FTE. Per diem Employees shall not accrue or receive any paid vacation. #####

c. At no time will an active employee receive pay in lieu of vacation.

d. Vacation scheduling will be subject to the Employer’s interpretation of operating needs, scheduling and work requirements and seniority. Vacation requests must be made as far in advance as possible and must be approved by Management prior to the anticipated vacation period. Such requests shall not be unreasonably denied and, except for December 15 through January 3, there shall be no “black out” periods for the scheduling of vacations if such proposed vacations represent less than fifteen percent (15%) of the FTEs of the department. The Employer will attempt to honor scheduled vacations; however, the Employer reserves the right to alter or rearrange vacation schedules based on operating needs. Except for vacation that has been utilized due to involuntary cancellation, employees who exhaust their available vacation time prior to their scheduled vacation period (for example, by using vacation time concurrently with FMLA leave) forfeit their scheduled vacation period.

e. Up to two times entitlement of unused vacation time may be carried over into the following year. At the end of a calendar year, any accrued vacation time beyond two times the yearly entitlement shall not be carried over and shall be forfeited.

3. Sick Leave:

a. Full-time, nonprobationary employees shall accrue twelve (12) sick days per year on a bi-weekly basis. Part-time, nonprobationary employees shall accrue six (6) sick days per year on a bi-weekly basis. Per diem employees shall not accrue sick leave.

b. Sick leave may be banked up to nine-hundred sixty (960) hours; once an employee has nine-hundred sixty (960) hours in their sick leave bank, no further sick leave shall accrue until the bank falls below nine-hundred sixty (960) hours.

c. Sick leave may be used only in the event an employee is ill or otherwise personally medically unable to work.

d. An employee absent for three (3) consecutive days or longer, or whom a supervisor suspects of using sick leave in a manner not permitted by this Article, will be required to provide a doctor’s note certifying the illness. If a doctor’s note is not provided within fifteen (15) days, the employee at the discretion of management may be disciplined and sick leave will not be paid.

e. Sick leave shall not be paid or cashed out.

#### **ARTICLE 11 - OTHER LEAVE BENEFITS**

1. Bereavement: Bargaining unit employees will be eligible for Bereavement in accordance with DCMH's bereavement pay policy.

2. Jury Duty: Bargaining unit employees will be eligible for Jury Duty in accordance with DCMH's jury duty policy.

3. Family Medical Leave: The parties agree to follow the Employer's Leave of Absence/FMLA policy, except as modified as follows: Employees returning from a leave of absence for their own serious medical condition shall retain recall rights for up to one (1) year. Upon an employee's return from leave after twelve (12) weeks, the employee shall return to their prior position, if available, or to a comparable position, if available. If no such positions are available, employees may elect per diem status and retain the right of first refusal to their prior position when such position becomes available.

4. Personal, Educational & Military Leave: Bargaining unit employees will be eligible for personal and military leaves in accordance with DCMH policies governing these subjects, provided that the policies applies equally to bargaining unit and non-bargaining unit employees.

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

#### **ARTICLE 12 – SENIORITY**

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

1. Definitions and Application:

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

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

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

2. Accrual

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

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

3. Loss of Bargaining Unit Seniority

Seniority shall be broken when an employee:

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

b. Is discharged for just cause;

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

d. Is absent due to any illness or injury (compensable or non-compensable) for twelve (12) consecutive months;

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

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

g. Is employed by another employer during a leave of absence, except for military duty;

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

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

5. An employee who leaves the bargaining unit and who maintains continuous service with CKHS shall have all of her bargaining unit seniority restored, provided the employee returns to a bargaining unit position within one (1) year. Seniority shall not be considered as a

factor, or otherwise entitle the employee to preferential treatment, when bidding on a job to re-enter the bargaining unit.

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

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

### **ARTICLE 13 - LAYOFF AND RECALL**

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

2. Layoffs shall be by unit, floor or work areas. In the event a layoff is necessary, probationary employees shall be laid off first. Thereafter, employees will be selected for layoff and recall according to classification seniority.

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

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

### **ARTICLE 14 - POSTING AND TRANSFERS**

1. Posting:

*a.* DCMH will endeavor to post on the intranet vacancies, as soon as practicable, for all available bargaining unit positions. Job postings shall include required qualifications.

*b.* Job postings shall remain on the intranet for seven (7) calendar days prior to the filling of such positions. DCMH shall consider such applicants in accordance with qualifications and length of service. When selecting among current employees in the bargaining unit, when qualifications among employees are relatively equal, the employee with the most classification seniority shall be awarded the position. However, nothing in this Article shall restrict DCMH from selecting a non-bargaining unit applicant who is substantially more qualified for a position, as determined at management's sole discretion. Employees without Level II or above disciplinary actions within the previous rolling twelve (12) month period who are seeking to change shifts in the same unit and department shall have preference over candidates from outside the bargaining unit. The employee must accept or decline the position within three (3) working days of personal contact with Human Resources or the position is forfeited.

2. Transfers:

a. DCMH shall have the right to temporarily transfer or reassign an employee to a position or unit/department within the bargaining unit as business needs require. Transfers to other positions or units/departments do not warrant a rate adjustment. A transfer to another position or unit/department shall not be considered a promotion, demotion or discipline.

b. A present employee of DCMH permanently moving into a new job shall not be considered a probationary employee but shall be evaluated on their clinical competency during the orientation period. If such individual shall be deemed not to have the competencies necessary for the new job classification, they shall be returned to their original position if it has not been filled. If the original position has been filled, the returning employee shall be returned to an open position for which they are qualified. If there is no available open position, the employee shall be converted to per diem status and have the right of first refusal for the next open position for which they are qualified to perform.

#### **ARTICLE 15 - PAST PRACTICE**

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

1. Holiday scheduling in the Radiology department shall continue as follows: employees shall be required to work one summer and one winter holiday, subject to Article 10, Section 1(b), and shall select those holidays on a seniority basis.

2. Upon reasonable notice to the Union, the employer may, at its discretion, continue to offer extra shift incentive bonuses provided such bonuses are administered in a non-discriminatory manner.

#### **ARTICLE 16 - ON CALL PROCEDURES**

The provisions in this Article shall not apply to situations where an employee is mandated on call due to low census:

1. An employee who has been called in to work while “on-call” shall be paid a minimum of four (4) hours at time and one-half (1 ½).

2. Employees required to be available “on-call” as part of their job requirement (not cancellation) shall be paid \$3.25 per hour while “on-call.”

3. Employees may request a beeper for “on-call” or have the Hospital contact them on their personal cell phones.

4. The Employer shall make reasonable attempts to assign “on-call” assignments on an equitable basis. Any dispute relating to “on-call” scheduling shall be handled exclusively through the Labor-Management process in this Agreement. After “on-call” has been scheduled, employees may continue to switch call shifts as per the current practice.



5. If an employee who is on-call is called into work anytime within six (6) hours prior to the start of their next scheduled shift, they may leave that day as soon as possible provided workloads and working conditions permit. Management will attempt to secure volunteers and PRN staff to alleviate workloads and permit the employee to leave. If the employee is permitted to leave early, the employee may elect to use vacation, banked holiday or personal leave for all hours scheduled but not worked on that day.

## **ARTICLE 17 - LOW CENSUS**

In the event a unit is overstaffed and the census is low for an extended period of time, DCMH may offer a Low Census Day (LCD) after all temporary reassignments are made. Volunteers shall be sought first and if there is more than one volunteer, the employee with the greater classification seniority shall receive the LCD. In the case that there are no volunteers, DCMH may mandate the employee with the least classification seniority on a rotating basis to take an LCD. The Employer may, but shall not be required to, offer the employee to be put on call at a rate of \$2.00 per hour. In the event the Employer offers on-call opportunity, the employee can choose to be put on call or take an unscheduled vacation or personal holiday time or take the day off unpaid at their discretion. This shall be limited to no more than two (2) times per pay period. Employees shall receive a mandated LCD in the following order: temporary staff, shifts that result in overtime, PRN staff, employees working above their FTE, and regularly scheduled staff.

## **Article 18 - TIMEKEEPING AND ATTENDANCE**

### **1. Timekeeping:**

a. All employees are responsible for accurately recording any and all time worked. Using the applicable time reporting system, employees must “clock in” by recording the exact time when they begin work and “clock out” by recording the exact time when they end work every time they work, which may be different from the time at which their shift was scheduled to begin or end.

b. Falsification of time records will be grounds for termination. Falsification of time records includes, but is not limited to, written or verbal misrepresentations of timesheets, time worked, time in or out, length of breaks, or adjustments to time; clocking in or out for another employee; and permitting another person to clock in or out for another employee or one’s self. Nothing in this section shall preclude the Employer at its discretion from imposing discipline lesser than termination.

c. Employees who fail to clock in or out as described in Section 1(a) of this Article must notify their manager and may be subject to discipline under DCMH’s attendance policy.

d. Employees are expected to be ready for work, in uniform, at the start of their assigned shift time. Employees who are required to change at work shall clock in prior to changing into uniform. Employees are expected to cease work entirely after clocking out. Employees are prohibited from “volunteering” unpaid time, or otherwise working “off the clock” either before or after their shift or during an unpaid break. Employees who work

“off the clock” will be subject to discipline, and three or more instances of working “off the clock” will result in termination.

2. Attendance:

a. Employees are expected to attend work as scheduled at the work area designated by Management. Employees must notify management of any absences. In order to notify Management of an absence, the employee must have a direct, two-way conversation with the Staffing Office over the phone or other designated managerial personnel over the phone. Voice mails and text messages will not be considered notification under this Article. At the discretion of the department manager, another method of notice may be established for a department, provided such method of notice has been communicated to employees in writing.

b. Where an employee calls out of a shift, the employee must notify management at least two (2) hours before the start of a day shift and three (3) hours before the start of a night shift.

c. Employees who cannot notify management within the time described in section (b) above prior to the beginning of the shift from which they will be absent they must notify management of the absence as soon as practicable. Insufficient notice of an absence shall be grounds for discipline, absent exigent circumstances.

d. Employees will be held accountable, and may be subject to discipline, for absences and tardiness in accordance with the applicable DCMH attendance policy.

## **ARTICLE 19 - MISCELLANEOUS**

1. Errors in paycheck. Paycheck errors shall be rectified and employees made whole for such errors no later than the pay period following the date when such error has been identified and acknowledged. In cases where the amount is over \$100, the employee will be made whole within five (5) business days.

2. Reimbursement for Parking. Employees who are required by the Employer to travel to other facilities within the health system shall be reimbursed for parking costs above any parking costs normally incurred by the employee, if such costs are incurred.

3. Employees with 25 or more years of Hospital service as of January 1, 2017, shall be entitled to parking at fifty percent (50%) of the applicable parking fee. The applicable parking fee as of the ratification of this Agreement shall be fifteen dollars (\$15.00) per month for the flat lot and twenty-five dollars (\$25.00) per month for the garage.

4. The Employer’s present practice regarding tuition reimbursement shall remain in effect during the life of this Agreement.

## **ARTICLE 20 - DISCIPLINE AND DISCHARGE**

DCMH shall have the right to discharge, suspend or discipline any employee for just cause. In the event of a suspension or discharge, DCMH shall contact the grievance chairperson or the Union President, prior to the disciplinary meeting.

## **ARTICLE 21 - GRIEVANCE AND ARBITRATION**

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

**STEP ONE** – The employee or employees affected shall present the grievance to his or her immediate manager within seven (7) calendar days of its occurrence, in an attempt to effect a satisfactory settlement on a non-precedent setting basis. The manager shall have seven (7) calendar days after receipt of the grievance meet with the grievant in the Union representative and, once the meeting has occurred, seven (7) calendar days to give his or her response. If no satisfactory settlement is reached, the grievant or the Union may, within seven (7) calendar days after the manager's response, appeal to Step Two.

**STEP TWO** – The grievant and the Union representative shall submit the written grievance to the grievant's Department Head or his or her designee. The Department Head or his or her designee shall have seven (7) calendar days after receipt of the grievance to meet with the grievant and his or her Union representative and, once the meeting has occurred, seven (7) calendar days to give his or her answer in writing. If no satisfactory settlement is reached, the grievant or the Union may, within seven (7) calendar days after the Department Head's answer, appeal the matter to Step Three.

**STEP THREE** – The grievant and the Union representative shall submit the written grievance to a Human Resource Manager, who shall have fourteen (14) calendar days after receipt of the grievance to meet with the grievant and the Union representative and, once the meeting has occurred, fourteen (14) days to give his or her answer in writing. If no satisfactory settlement is reached, the Union may, within thirty (30) calendar days after Human Resource's answer, appeal the matter to Step Four.

A grievance by the Employer against the Union shall be initiated at Step Three. Such meeting shall be held between the Employer's representative and the Executive Director of the Union or his designee within seven (7) calendar days of the occurrence giving rise to the grievance. The Union shall have seven (7) calendar days after the meeting to give its response. If no satisfactory settlement is reached, the Employer may, within thirty (30) calendar days after the Union's response, appeal the matter to Step Four.

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

2. The cost of the arbitration shall be shared equally by the parties.

3. The Arbitrator's decision shall be rendered within thirty (30) calendar days after the hearing of the dispute, unless extended by mutual agreement. The findings of the Arbitrator shall be final and binding upon the parties.

4. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 1 of this Article, and he or she shall have no power to add two, subtract from, or modify in any way the terms of this agreement.

5. Effect of Failure to Appeal – Any grievance shall be considered as settled on the basis of the last answer of the Employer, or the Union in the case of a grievance filed by the Employer, if not appealed to the next step or to arbitration within the time limitations set forth herein.

6. Effect of Settlement – The disposition of any grievance had any stop the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between the employer and the union Shelby final and binding upon the employee, employees, or persons who are involved were affected their bike. Any interpretation of this agreement agreed-upon by the employer in the union she'll be final and binding employees any person affected.

7. If the Employer fails to answer a grievance at any step, the grievance shall automatically proceed to the next step.

## **ARTICLE 22 - DRUG & ALCOHOL TESTING**

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

## **ARTICLE 23 - PERSONNEL FILES**

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

2. Any bargaining unit employee or PASNAP, 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. Notice to review such files shall be given by the employee or PASNAP in writing and the files shall be made available by DCMH within two (2) business days

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

## **ARTICLE 24 - INSERVICE EDUCATION**

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

a. Employees in the bargaining unit are required to attend mandatory in-services as designated by DCMH.

b. Employees will be required to attend courses and classes as judged by DCMH as necessary to the job.

c. Whenever possible, in-service education will be repeated to provide access for employees on all shifts.

d. Nonmandatory conference time will be granted at management's discretion.

e. DCMH shall compensate employees at their regular base hourly rate for all time spent at mandatory in-services, courses or conferences.

2. Employees will have one (1) paid day off per year to attend educational conferences/CEU's; such days will be granted off if operational and patient care needs permit. In addition, the Employer will contribute up to \$100.00 annually toward the cost of such conferences/CEU's.

## **ARTICLE 25 - NON-DISCRIMINATION**

### **1. Non-Discrimination Policies**

a. The Employer shall continue to apply its existing policy of non-discrimination on the basis of race, color, ancestry, religion, sex, sexual orientation, national origin, age, pregnancy, physical or mental disability, citizenship status, veteran status, gender identity or expression, genetic information or any other characteristic that is protected by federal, state or local law. Specifically, the Employer shall apply and enforce the Hospital's Equal Employment Opportunity Policy.

b. The Employer shall not be required to notify or bargain with the Union prior to implementing modification to its Equal Employment Opportunity Policy so long as that Policy, as modified, continues to apply to all employees, both bargaining unit and non-bargaining unit.

2. **Investigations:** The Union acknowledges that the Hospital's Equal Employment Opportunity Policy prohibits discrimination or harassment of employees. If any bargaining unit employee notifies the Union of an alleged violation of this Article, the Union will encourage the

employee to bring the matter to the attention of the Employer in accordance with the Hospital's Equal Employment Opportunity Policy. Once a complaint has been presented to the Employer, the Union will cooperate with the Employer in its investigation.

3. Gender Neutral Language: Where the masculine or female gender is used in any job classification or provision in this Agreement, it shall not be deemed to refer to either or both sexes and is not intended, or shall it be deemed to limit, job eligibility or the application of any provision of this Agreement to members of either sex.

4. Respect, Dignity and Safety: DCMH's policy is to ensure that all employees, supervisors, physicians, business visitors, patients, and/or other customers or visitors promote a culture of safety and conduct themselves in a manner which protects and respects the rights, privacy and dignity of all individuals with whom they come into contact.

DCMH prohibits any individual, regardless of position, from threatening, bullying, intimidation, or engaging in other unlawful and/or unprofessional harassment or related conduct.

DCMH has established policies to enforce these standards.

5. Election of Remedies: In the event an employee has filed a charge or complaint with any federal, state or local human relations agency alleging conduct that violates this Article, neither the employee nor the Union, on behalf of the employee, shall be permitted to pursue a grievance under the Grievance and Arbitration procedure in this Agreement arising from the same set of circumstances as the employee's administrative charge or complaint.

## **ARTICLE 26 - UNION VISITATION & BULLETIN BOARD**

1. Union Visitation: Any authorized Union representative wishing to visit the facility for the purpose of administering this Agreement shall provide the Employer with one (1) hour advance notice of such visit. The Employer will not unreasonably withhold permission for such a visit. When the Union representative enters the premises in which the Employer operates, he or she shall notify the appropriate HR representative so that his or her activities do not interfere with Hospital operations. The conducting of Union business shall not, under any circumstances, interfere with the Hospital's operations or delivery of patient care services in any way. Authorized Union representative(s) will be restricted to the public areas of the Hospital and shall at no time access patient care areas, patient access areas or work areas/stations.

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

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

1. Representatives of DCMH and PASNAP will meet monthly, except July through August and December, to cover the following agenda:

- a. Management Update – State of the Hospital
- b. Union-Management Items of Mutual Interest
- c. Professional Staffing and Development
- d. Special Topics
- e. Collaborative Projects
- f. Other labor management problems that may arise from the previous month
- g. New items since Agenda developed.

2. On a regular basis, no more than seven (7) individuals for each party may attend. Such meetings will be conducted on a mutually agreed-upon date and time to be determined after ratification of this agreement.

3. Five (5) days prior to the monthly labor-management meeting, the Union and Management will agree on the Agenda for the meeting. The Agenda development will be the responsibility of the HR Director, or designee, for Management, and the Staff Rep, or designee, for the Union. The Union and Management also will mutually agree upon which additional employees will be needed in the meeting to address a specific Agenda item during a monthly meeting. Management will make every attempt to release the requested union members to attend; however, if Management is unable to release the requested union members due to patient care requirements, the Union will identify other employees who can attend without impacting the staffing schedule.

4. If a meeting is scheduled during the working hours of any employee representative, he or she will be permitted to attend without loss of pay, except there will be no payment of premium day.

5. Management will provide a note taker to take joint notes, and the Union and Management agree to work together to modify the draft to reflect the key discussions of the meetings and to review and approve the notes of the prior meeting at the beginning of each labor-management meeting.

## **ARTICLE 28 - SEPARABILITY AND SAVINGS CLAUSE**

1. If any Article or Section of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby.

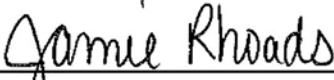
2. In the event that any Article or Section of this Agreement is held

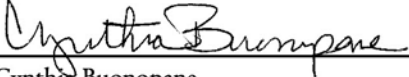
invalid or enforcement of or compliance therewith has been restrained, as set forth above, DCMH and PASNAP shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement provision. During such negotiations, all other provisions of this Agreement shall remain in full force and effect.


**ARTICLE 29 - DURATION**

This Agreement shall be effective from 12:01 AM on April 20, 2017 through 11:59 PM on April 19, 2020.

**PENNSYLVANIA ASSOCIATION OF  
STAFF NURSES AND ALLIED  
PROFESSIONALS (PASNAP)**

  
\_\_\_\_\_  
Jamie Rhoads

  
\_\_\_\_\_  
Cynthia Buonopane

  
\_\_\_\_\_  
Bettina Evans

**PROSPECT DCMH, LLC/DELAWARE  
COUNTY MEMORIAL HOSPITAL**

Vice President and CHRO, Elizabeth G. Bilotta

  
\_\_\_\_\_

Sr. Administrative Director of Nursing, Kathleen Manuel

  
\_\_\_\_\_

Director of Human Resources, Amy Master

  
\_\_\_\_\_

Human Resources Business Partner, Thomas R. Shull

  
\_\_\_\_\_



**APPENDIX A**  
**Wage Schedule – Full-time and Part-time Employees**

DCMH Technicians							
POSITION	CONTRACT YEAR	Years Since Certification					
		0-1	2-3	4-5	6-7	8-9	10+
SURGICAL TECH	Year 1	\$19.45	\$20.60	\$21.75	\$22.90	\$23.31	\$23.80
	Year 2	\$19.84	\$21.01	\$22.19	\$23.36	\$23.78	\$24.28
	Year 3	\$20.24	\$21.43	\$22.63	\$23.83	\$24.25	\$24.76
CLINICAL ASSISTANT	Year 1	\$22.21	\$23.36	\$24.51	\$25.66	\$26.13	\$27.19
	Year 2	\$22.65	\$23.83	\$25.00	\$26.17	\$26.65	\$27.73
	Year 3	\$23.11	\$24.30	\$25.50	\$26.70	\$27.19	\$28.29
PT ASSISTANT MED TECH MLT	Year 1	\$24.34	\$25.50	\$26.65	\$27.80	\$28.64	\$29.80
	Year 2	\$24.83	\$26.01	\$27.18	\$28.36	\$29.21	\$30.40
	Year 3	\$25.32	\$26.53	\$27.73	\$28.92	\$29.80	\$31.00
RADIOLOGY TECH	Year 1	\$26.10	\$27.25	\$28.40	\$29.55	\$30.70	\$31.94
	Year 2	\$26.62	\$27.80	\$28.97	\$30.14	\$31.31	\$32.58
	Year 3	\$27.15	\$28.35	\$29.55	\$30.74	\$31.94	\$33.23
RESPIRATORY THERAPIST	Year 1	\$28.48	\$29.63	\$30.78	\$31.93	\$33.50	\$34.85
	Year 2	\$29.05	\$30.22	\$31.40	\$32.57	\$34.17	\$35.55
	Year 3	\$29.63	\$30.83	\$32.02	\$33.22	\$34.85	\$36.26
MAMMOGRAPHY TECH	Year 1	\$29.62	\$30.93	\$32.24	\$33.54	\$34.85	\$36.26
	Year 2	\$30.21	\$31.55	\$32.88	\$34.21	\$35.55	\$36.99
	Year 3	\$30.82	\$32.18	\$33.54	\$34.90	\$36.26	\$37.72
CT TECHNOLOGIST SPECIAL STUDY TECH	Year 1	\$31.11	\$32.48	\$33.86	\$35.23	\$36.60	\$38.08
	Year 2	\$31.73	\$33.13	\$34.54	\$35.93	\$37.33	\$38.84
	Year 3	\$32.37	\$33.79	\$35.23	\$36.65	\$38.08	\$39.62
ULTRASOUND TECH	Year 1	\$32.25	\$33.65	\$35.06	\$36.46	\$37.86	\$39.37
	Year 2	\$32.90	\$34.32	\$35.76	\$37.19	\$38.62	\$40.16
	Year 3	\$33.55	\$35.01	\$36.48	\$37.93	\$39.39	\$40.96
NUCLEAR MED TECH	Year 1	\$35.45	\$37.01	\$38.57	\$40.14	\$41.70	\$43.38
	Year 2	\$36.16	\$37.75	\$39.34	\$40.94	\$42.53	\$44.25
	Year 3	\$36.88	\$38.51	\$40.13	\$41.76	\$43.38	\$45.13

Note: Staff assigned to be a Lead in a specific Position Group will be entitled to an additional \$1.00 per hour of pay

Note: Staff assigned to be a Lead in a specific Position Group will be entitled to an additional \$2.50 per hour of pay.

The wage rates in the above schedule reflect 1.00% increases to all wage rates as described.

**APPENDIX A (Cont.)**

Wage Rates – Per Diem Employees

<b>Job Title</b>	<b>Day</b>	<b>Evening</b>	<b>Night</b>
CT TECH	\$34.50	\$37.50	\$39.50
RADIOLOGIC TECH	\$30.00	\$31.00	\$32.00
PT ASSISTANT	\$31.00		
ULTRASOUND TECH	\$34.50	\$37.50	\$39.50
MAMMOGRAPHY TECH	\$34.50	\$37.50	\$39.50
NUCLEAR MED TECH	\$34.50	\$37.50	\$39.50
LAB TECHNICIAN	\$27.00	\$28.00	\$32.00
MED TECHNICIAN	\$29.00	\$31.00	\$34.00
SURGICAL TECHNICIAN	\$24.00	\$25.50	\$25.75
RESPIRATORY THERAPIST	\$33.00	\$34.00	\$36.00

## **SIDE LETTER A - WEEKEND PROGRAM**

During the collective bargaining negotiations between Prospect DCMH, LLC/Delaware County Memorial Hospital (“DCMH,” “the Hospital” or “the Employer”) and Delaware County Technical Employees Association/Pennsylvania Association of Staff Nurses and Allied Professionals (PASNAP) (collectively, the “Parties”), which resulted in a collective bargaining agreement (“CBA”) covering technical employees at DCMH. The Parties reached the following agreements regarding the technical employees weekend program:

1. The Hospital shall continue to phase out the weekend program in Radiology, Ultrasound and CT Scan by attrition.
2. Weekend employees shall continue to work twelve (12) hour shifts. The weekend schedule begins Friday at 6:45 PM and ends on Monday at 7:15 AM.
3. The weekend rates shall be \$40.50 per hour for weekend employees in the Ultrasound and CT Scan Departments, and \$35.00 per hour for weekend techs in the Radiology Department. These rates shall remain static for the duration of the CBA.
4. Benefits: .6 weekend employees shall receive full-time health benefits, and .45 and .3 employees shall receive part-time health benefits.
5. Vacation: .6 Weekend employees shall accrue forty-eight (48) hours of vacation per year. .3 and .45 weekend employees shall accrue twenty-four (24) hours of vacation per year. Vacation shall accrue on a biweekly basis.

6. Weekend employees who work on any of the holidays enumerated in the CBA shall be paid time and one-half (1 ½) the applicable hourly rate for all hours worked, provided that the prohibition on pyramiding of overtime shall apply.

7. If an employee categorized as a “weekend employee” works a weekday shift, the employee shall be paid the applicable base hourly rate.

8. All annual increases provided in the CBA shall also apply to a weekend employee’s base hourly rate.

9. This Side Letter shall be incorporated into the Parties’ CBA and will be given full effect as though set forth in full herein.

### **Side Letter B – Shift Differentials**

During the collective bargaining negotiations between Prospect DCMH, LLC/Delaware County Memorial Hospital (“DCMH,” “the Hospital” or “the Employer”) and Delaware County Technical Employees Association/Pennsylvania Association of Staff Nurses and Allied Professionals (PASNAP) (collectively, the “Parties”), which resulted in a collective bargaining agreement (“CBA”) covering technical employees. The Parties agreed as follows:

1. Any employee who, as of the Date of Ratification of this Agreement, receives a shift differential higher than the shift differentials listed in the Agreement shall be “red circled” and shall continue to be paid such shift differential for the life of the Agreement, after which time they will be paid the shift differentials identified in the Agreement.

2. This Side Letter shall be incorporated into the Parties’ CBA and will be given full effect as though set forth in full herein.