

Prospect CCMC, LLC/Crozer-Chester Medical Center

and

CCAMP/Pennsylvania Association of Staff Nurses and Allied Professionals (PASNAP)

Employer Proposals

December 22, 2020

Memorandum of Agreement

AGREEMENT

Between

Prospect CCMC, LLC/Crozer-Chester Medical Center

and

Pennsylvania Association of Staff Nurses and Allied Professionals (PASNAP)

AGREEMENT

This collective bargaining agreement (“CBA” or “Agreement”) is made and entered into as of December 23, 2020, between Prospect CCMC, LLC/Crozer-Chester Medical Center (“Employer,” “CCMC,” or “Crozer”) and Crozer Chester Association of Medical Professionals (CAMP)/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 Crozer-Chester Medical Center. [TA, 8-12-20]

ARTICLE __ RECOGNITION

1. The Employer recognizes PASNAP as the sole and exclusive bargaining representative of all full-time, regular part-time and per diem Clinical Nutritionists, Clinical Nutritionist Specialists, Lead Clinical Nutritionists, Occupational Therapists, Physical Therapists, Speech Therapists, Social Workers, Senior Therapists, Dysphagia Specialists, First Steps Counselors, First Steps Therapists, Certified Occupational Therapy Assistants, Rehabilitation Aides, Physical Therapy Assistants, Recreational Therapists, and Social Work Techs, employed by the Employer at its facility located in Upland, PA, pursuant to the certification in National Labor Relations Board Case No. 04-RC-257107.

2. Excluded from this Agreement are all other employees, skilled maintenance employees, guards, confidential employees, and supervisors as defined by the Act. [TA, 8-

ARTICLE __ MANAGEMENT RIGHTS

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

2. Included among management's rights, but not limited to them, are the following: to direct, plan and control facility operations; to determine or change the methods and means by which its operations are to be carried on; to determine the services to be rendered; to determine and set the standards of productivity and the amount of supervision; to combine units; to reassign employees from one unit to another; to recruit, select, hire, train, classify, promote, demote, transfer, assign, and supervise; to discipline, suspend, and discharge; to assign work; to determine the qualifications necessary for any bargaining unit job; to make changes to, eliminate and introduce new, different, or improved methods, equipment, technologies, standards, techniques, and procedures in its operation and the performance of employee's work; to assign or transfer equipment or facilities; to subcontract; to expand, reduce, discontinue, merge or relocate all or any part of its business operation, bargaining unit work, and/or a specific job; to establish and change work schedules, the work week, payday, shifts, hours of work, times of operations, and assignments; to require overtime, on both a regular and "as needed" basis; to establish and revise enforceable rules of conduct, policies and operating standards; to implement and utilize surveillance and other security measures; to lay off or recall employees; to establish and administer policies and procedures related to research, education, training, operations, services and maintenance of the Employer's operations; to take any and all actions it determines appropriate to maintain efficiency and appropriate patient care and safety; and in all respects to carry out the ordinary and customary functions of management and to otherwise generally manage the business of the Employer.

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

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

5. The Employer and the Union, each having had full opportunity to discuss and bargain over the inclusion of every management right specified in this Article, agree that in any arbitration, administrative or court proceeding, the arbitrator, administrative body or judge shall give full effect and recognition to each of the management rights agreed upon in this Agreement. [TA, 8-26-30]

ARTICLE __ UNION MEMBERSHIP AND DUES CHECKOFF

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

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

2. Prospect agrees to deduct the annual dues and/or fair share fees payable to CCAMP/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. Prospect's responsibility to deduct dues and/or fair share fees shall be coterminous with this Agreement.

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

5. Prospect 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. Prospect agrees to furnish PASNAP, monthly, in electronic form, a list of the names of nurses 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.

7. Each month, Prospect 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.

8. Upon provision to the Hospital of a voluntary deduction form, employees may elect to contribute an amount specified by the employee to the PASNAP political action fund. Such deductions will be forwarded to PASNAP prior the end of the month for which the deduction was made. The deduction shall be accompanied by a list of individuals and the amounts they have elected. Political action fund contributions shall be separate from the dues deductions. CCAMP/PASNAP agrees to hold the Hospital harmless and indemnify it in all respects for any claims related to these deductions. [TA, 8-26-30]

ARTICLE __ NO STRIKE OR LOCKOUT

(M-3)

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. [TA, 8-12-20]

ARTICLE __ EMPLOYMENT STATUS

(M-4)

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 thirty-six (36) to forty (40) hours per week. A part-time employee is an employee who is regularly scheduled to work twenty (20) to thirty-five (35) hours per week. Per Diem employees are defined in Article XX Per Diem.

2. A part-time employee shall not be converted to full-time status due to working extra hours or shifts, and per diem employees shall not be converted to part- or full-time status due to working extra hours or shifts. An employee may maintain only one of the foregoing statuses at any given time.

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 discipline and discharge.

ARTICLE __ - PER DIEM AND CROZER EMPLOYEES

1. If a per diem employee works in excess of 1000 hours in any six (6) month period, or if the total per diem hours of any department exceeds 2000 hours in a six (6) month period, the hospital may review the needs of the department and may, in its discretion, post a position.

2. A per diem employee must be available to work according to departmental guidelines. A per diem employee who fails to meet the guidelines shall be considered a voluntary resignation. Hospital cancellations of scheduled hours will be considered as hours satisfied in meeting this minimum requirement. [TA, 10-23-20]

3. Nothing in this article shall prevent the current practice of CKHS employees who work at other sites from back-filling holes in the schedule covering for vacations, and other scheduling needs of the unit. At no time should members of the bargaining unit's FTE status be affected by this practice. The hospital and the union agree that the union will not file a unit clarification for those non-union employees to join the bargaining unit for the life of the contract. [TA, 10-30-20]

ARTICLE __ OTHER LEAVE BENEFITS

1. **Bereavement:** Three (3) workdays off with pay may be taken by full-time employees within the seven (7) calendar day period following the death of a parent, stepparent, spouse, child, brother, sister, stepbrother, stepsister, legal guardian, relative residing in the same household or same-sex domestic partner. One (1) workday off with pay may be taken by full-time employees within the seven (7) calendar day period following the death of a parent-in-law, brother-in-law, sister-in-law, grandparent, or grandchild. Full-time employees working other than 8-hour shifts will receive a maximum of 24 hours' bereavement pay.

Part-time employees working 20 or more hours per week shall be eligible for bereavement leave equal to one-half the benefit of a full-time employee. A part time employee working less than 20 hours per week will be eligible for time off under this provision but will not be eligible for paid leave.

2. **Jury Duty:** An employee who is called to jury duty shall be entitled to paid leave. The employee shall be paid the difference between his regular pay and the compensation for jury duty received from the court. An employee called to jury duty shall be required to present a statement issued and signed by the clerk of court stating the number of days the employee was on jury duty and the compensation paid.

3. **Family Medical Leave:** The parties agree to follow the Employer's Leave of Absence/FMLA policy, except as modified as follows: Employees returning from a leave of absence for their own serious medical condition shall retain recall rights for up to one (1) year. Upon an employee's return from leave after twelve (12) weeks, the employee shall return to their prior position, if available, or to a comparable position, if available. If no such positions are available, employees may elect per diem status and retain the right of first refusal to their prior position when such position becomes available. In the event the Family Medical Leave Act is amended or modified in any way, the Employer will meet with the Union upon request to discuss the implementation and impact of such amendment or modification on the employees in the bargaining unit.

4. **Further Extensions for Employee's Own Medical Condition.** If an employee on leave is not able to return at the end of the twelve weeks of FMLA, due to their own serious ongoing health condition, he or she may request a further extension of unpaid leave three (3) months within a rolling year dating back from the date the leave is requested. Leaves will be granted if operational and patient care needs, in the Hospital's judgment, allow. If the employee returns within such three-month period, they are not necessarily guaranteed reinstatement to the individual's same position if their position becomes unavailable during the extended leave. However, if the employee's same position is not available upon return to work/fitness for duty certification from an extended leave, he or she shall be given preference for vacancies in the bargaining unit provided the employee is qualified. If no vacancy exists, the employee returning from leave shall have the right to a PRN position.

5. **Health Insurance** will be continued up to six (6) months for employees on leave of absence who are plan participants if they continue to pay their designated

employee share of the contribution. Premiums must be forwarded to the Benefits Department by the employee to stay a member of the plans.

Full time employees on leave of absence will also be covered under the Long-Term Disability Insurance for six (6) months. If an employee's payment is more than 15 days late, management will send a letter notifying the employee that coverage will be dropped if payment is more than 30 days late unless the copayment is received before that date. Whenever such employees are receiving pay from Prospect Health during any leave, the hospital will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

6. All other leave benefits within the Crozer Family/Medical Leave of Absence policy shall apply, if Crozer changes the policy the hospital shall have the right to meet with the Hospital to discuss the effects of the changes to the policy on bargaining unit employees.

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

8. 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. [TA, 10-01-20]

ARTICLE __ HOURS OF WORK AND SCHEDULING

(M-5)

1. The regular workweek shall consist of 40 hours per week (or appropriate FTE status). Nothing in this Article shall be construed as a guarantee of work. The "pay period" shall consist of seven (7) days, one hundred sixty-eight (168) hours, beginning with shifts starting after 12:01 AM Sunday and ending with shifts ending before 12:00 midnight the following Saturday. [TA, 10-01-20]
2. The regular workday for employees shall be either eight (8), nine (9), ten (10), or twelve (12) hours, at the discretion of management, exclusive of a half hour unpaid meal break. Starting times and ending times shall be based upon the needs of the department. The Employer retains the right to establish starting and end times of shifts, and to switch employees to a shift of longer or shorter duration than those listed above, or to create a shift that is longer or shorter than the shifts listed above, provided that the Hospital gives the Union 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 shifts shall be offered on a voluntary basis; if there are

multiple volunteers, the award shall be made by seniority provided the employer is qualified, in the Employer's judgment. If there are no volunteers, or insufficient volunteers, the new shift shall be assigned by inverse seniority to an employee who is qualified to perform the work. [TA, 10-01-20]

1. **Overtime shall be paid for all hours worked over an employee's scheduled shift, at the rate of time and one-half the employee's applicable hourly rate. Overtime shall also be paid for all employees who work more than 40 hours in one week. There shall be no pyramiding of overtime.**
 - a. *Involuntary Overtime: The Hospital will comply with the terms of the "Prohibition of Excessive Overtime Act" ("The Act") unless this Agreement provides for more favorable conditions for the employee, in which case this Agreement shall apply.*
 - b. *Voluntary Overtime and Extra Work: Qualified employees can sign up to work additional shifts as desired, by notifying the Employer of their ability for such work opportunities. Employees will be selected for such extra work opportunities on an equitable basis.*

2. **Scheduling practices in place in each department shall continue as in the past following the ratification of this Agreement. In PM&R, shifts shall continue to be "self-scheduled," employees selecting their preferred shifts.**
 - a. *Once the self-scheduling process is complete, the schedule shall be submitted to the Scheduler, who shall have the authority to alter the schedule based on operational and patient care needs, as well as the rules for the department.*
 - b. *When complete, the Schedulers shall post the schedule on the unit.*
 - c. *After the schedule has been completed by the process outlined in Subsections (a)-(b) above, it shall be posted. The schedule normally will be posted thirty (30) days in advance and will only be changed by mutual agreement. An employee shall be permitted to switch shifts with at least twenty-four (24) hours' advance notice but must receive approval, and is responsible for finding another employee to work the shift. Employees may switch shifts with less than twenty-four hours in emergent situations with management approval. A shift change will not be approved if it would result in an employee receiving overtime. Per diem employees shall be permitted to switch shifts as long as there is no open shift.*

3. **After the schedule is posted, a list shall be posted on the unit of available overtime shifts. Such shifts shall be distributed equitably between the employees on the unit. [TA, 10-01-20]**

4. **Employees shall not be required to schedule coverage for pre-scheduled time off.**

5. **Speech Therapists who regularly work eighty (80) hours per pay period shall maintain a 1.0 FTE status.**

ARTICLE __ 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. **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 __ LABOR-MANAGEMENT MEETING

1. Representatives of CCMC 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 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 pay.

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. [TA, 10-01-20]

ARTICLE __ WAGES

(M-6)

1. Wage Rates. Effective the payroll period following the Date of Ratification, employees shall be placed on the wage scale according to years of license. This wage scale will be effective for all current and newly hired employees.† Employees shall move to the next step of the wage scale on the anniversary date of the Agreement.

2. Shift Differentials. Status quo.

3. Senior/Lead Differential. \$2.50 per hour

4. Weekend Differential. Status quo.

5. Preceptor Differential - Status quo.

Nutrition	Scale Agreed	2.5%	2.5%
0-1	\$28.46	\$29.17	\$29.90
2-3	\$29.69	\$30.43	\$31.19
4-6	\$30.66	\$31.43	\$32.21
6-8	\$33.34	\$34.17	\$35.03
9+	\$35.93	\$36.83	\$37.75
Per Diem	\$36.58	\$36.58	\$36.58
Social Worker			
0-1	\$31.20	\$31.98	\$33.26
2-3	\$32.67	\$33.97	\$35.33
4-6	\$34.23	\$35.60	\$37.02
6-8	\$35.47	\$36.89	\$38.37
9-10	\$36.92	\$38.40	\$39.93
11-12	\$38.48	\$40.02	\$41.62
13+	\$40.56	\$42.18	\$43.87
Per Diem	\$36.40	\$37.31	\$38.80
Weekend	41.81	\$41.81	\$41.81
Inpatient Therapist	Ratification		
0-1	\$32.89	\$33.71	\$34.56
2-3	\$35.54	\$36.43	\$37.34
4-6	\$38.40	\$39.36	\$40.34
6-8	\$42.20	\$43.26	\$44.34
9-10	\$43.58	\$44.67	\$45.79
11-14	\$44.90	\$46.02	\$47.17
15-19	\$46.25	\$47.41	\$48.59
20-24	\$47.95	\$49.15	\$50.38
25	\$49.09	\$50.32	\$51.58
Per Diem	\$52.50	\$52.50	\$52.50
Weekend Per Diem	\$56.38	\$56.38	\$56.38
First Steps Therapist/Primary Therapist			
0-1	\$27.56	\$28.25	\$28.96

2-3	\$28.40	\$29.11	\$29.84
4-6	\$29.85	\$30.59	\$31.36
7-8	\$30.59	\$31.35	\$32.13
9+	\$31.20	\$31.98	\$32.78
		Year 2	Year 2
First Steps Counselors			
0-1	\$20.28	\$20.79	\$21.62
2-4	\$20.78	\$21.61	\$22.47
5-6	\$21.84	\$22.71	\$23.62
7+	\$22.88	\$23.80	\$24.75
Per Diem	\$26.00	\$26.00	\$26.00
Aide Physical Therapy			
0-1	\$15.60	\$15.99	\$16.79
2-3	\$16.64	\$17.06	\$17.48
4-6	\$17.68	\$18.12	\$18.58
6-8	\$18.72	\$19.47	\$20.25
9+	\$20.80	\$21.63	\$22.50
Ast Occ Therapy/Ast Physical Therapy			
0-1	\$24.42	\$25.03	\$25.66
2-3	\$25.10	\$25.72	\$26.37
4-6	\$25.71	\$26.35	\$27.01
7-8	\$27.04	\$27.72	\$28.41
9-10	\$28.08	\$29.20	\$30.37
11-15	\$29.78	\$30.97	\$32.20
15-19	\$30.16	\$31.37	\$32.62
20-24	\$31.20	\$32.45	\$33.75
25+	\$33.28	\$34.61	\$36.00
Per Diem	\$31.00	\$31.00	\$31.00

**Any employee who is above the scale shall be red circled and shall receive 2.5% increases each year of the Agreement. Placement on the scale shall be based on years of licensure or years of service, whichever is applicable. With regard to hiring of employees whose positions do not require a license, the Employer reserves the right to place them on the scale based upon experience and other relevant factors.*

ARTICLE __ HEALTH AND WELFARE BENEFITS

(M-7)

1. Effective through the term of this agreement all bargaining unit employees will be eligible to participate in all plan offerings. The Employer currently offers Employees with the option of selecting one (1) of five (5) Medical Plans referred to as the Value Plan, EPO, Limited PPO, Standard PPO, Premier PPO. The Employer may make changes to the EPO plan provided the changes result in a substantially similar plan. Before making changes to, eliminating or replacing the other plans, the Employer will give the Union advance notice and the opportunity to meet and discuss the changes.

2. Contributions for Insurance Premiums Effective January 1, 2021, full-time and eligible part-time Employees shall pay, twice monthly through payroll withholding, for the Plan selected by Employee as well as the category of coverage, i.e. Employee Only, Employee and Child, Employee and Spouse, Employee and Child(ren) or Family. As defined below:

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

3. In 2022, Prospect Medical may only raise bi-weekly premium cost and copays based on the 2021 contributions under the following conditions:

A. Cost increases must be done system wide for all nonunion employees.

B. The dollar amount may not increase more than 10% of previous years' premium.

C. Out of pocket max shall not increase more than \$500 in 2022

4. In 2023, Prospect Medical may only raise bi-weekly premium cost and copays based

on the 2022 contributions under the following conditions:

A. Cost increases must be done system wide for all nonunion employees.

B. The dollar amount may not increase more than 10% of previous years' premium.

C. Out of pocket max shall not increase more than \$500 in 2023

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

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

b. The prices for generic, formulary, and non formulary cost shall increase no more than 10% year to year in the EPO plan.

6. Dental Plan Upon ratification of this Agreement, the Employer shall make available the Dental Plan to regular full-time and regular part-time Employees and shall continue to offer the plan for the life of the agreement. The cost for employees may increase year to year by no more than 10%, if that increase is instituted system wide. and the benefit remains substantially comparable.

7. Vision Plan. Upon ratification of this Agreement, the Employer shall make available the Vision Plan to regular full-time and regular part-time Employees and shall continue to offer the plan for the life of the agreement. The cost for employees may increase year to year by no more than 10% per year, if that increase is instituted system wide-and the benefit remains substantially comparable.

8. Short / Long Term Disability. Prospect will continue to offer such substantially comparable benefits ~~maintain the current plans~~ for the life of the contract.

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

ARTICLE __ RETIREMENT

(M-8)

Non-Contributory Contribution Plan

Effective with ratification, all bargaining unit employees who meet the annual 1,000 hours requirements of the discretionary Non-Contributory Contribution Plan and are still actively

employed on December 31 of the plan year shall be enrolled based on base wages and age as follows:

<i>Age</i>	<i>Contribution Percentage</i>
<i>< 20</i>	<i>1%</i>
<i>20-29</i>	<i>1.75%</i>
<i>30-39</i>	<i>2.50%</i>
<i>40-49</i>	<i>3.50%</i>
<i>50-59</i>	<i>4.75%</i>
<i>60+</i>	<i>6.25%</i>

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

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

401K Plan

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

<i>Years of Maximum CROZER Service</i>	<i>Maximum Employee Contribution Matched</i>	<i>CROZER Matching Contribution</i>	<i>Rate of Contribution</i>
<i>under 10</i>	<i>\$2,000</i>	<i>\$1,000</i>	<i>50%</i>
<i>10 Plus</i>	<i>\$4,000</i>	<i>\$2,000</i>	<i>50%</i>

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

ARTICLE __ HOLIDAYS, VACATION AND SICK LEAVE

(M-9)

1. Holidays:

a. The Employer recognizes the following six (6) paid holidays:

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

b. Recognizing that the Hospital operates every day of the year and that it is not possible for all employees to be off on the same day, holiday scheduling shall be done pursuant to Side Letter A, attached hereto.

c. A full- or regular part-time bargaining unit employee who works on a holiday enumerated in this Article shall be paid one and one-half (1 ½) 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 of the following year. In November, December, and through January 15, employees shall be limited to one (1) day per month and such holiday requests shall not be unreasonably denied. Each year on the pay date following January 15th,

unused holidays from the prior year shall be paid out. 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 time; regular part-time employees shall receive twenty-four (24) personal time hours each January. Such time may be used at any point during the calendar year, in accordance with contractual scheduling procedures. Unused personal holidays shall not be paid in the event an employee leaves the employ of Crozer.

2. Vacation:

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

	Years of Service	Annual Hours	Bi-Weekly Accrual Rate			Years of Service	Annual Hours	Bi-Weekly Accrual Rate
FT GRADES 5-13	0-5 years	80	3.08		FT GRADES 14-19	0-10 years	120	4.62
	6-13 years	120	4.62			11-20 years	160	6.16
	14-20 years	160	6.16			after 20 years	200	7.7
	after 20 years	200	7.7					
PT GRADES 5-13	0-5 years	40	1.54		PT GRADES 14-19	0-10 years	60	2.31
	6-13 years	60	2.31			11-20 years	80	3.08
	14-20 years	80	3.08			after 20 years	100	3.85
	after 20 years	100	3.85		All other classifications			
Rehab Aide								
Social Worker (BSW)								

b. Accrual: The vacation allowance for each year accrues on a bi-weekly basis to the employee. Part-time employees will accrue half the 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 approval of the schedule. Vacation requests must be made as far in advance as possible and must be approved when the schedule is approved. Such requests shall not be unreasonably denied. 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, non-probationary employees shall accrue twelve (12) sick days per year on a bi-weekly basis. Part-time, non-probationary employees shall accrue six (6) sick days per year on a bi-weekly basis. Per diem 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 __ SENIORITY

(M-10)

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 at Crozer-Chester Medical Center as of June 29, 2020, uninterrupted time spent as an employee at Crozer shall count in the calculation of bargaining unit seniority. Bargaining unit seniority for employees hired after June 29, 2020 shall be defined as the length of time continuously employed in a bargaining unit classification.

2. Accrual

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

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

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

3. Loss of Bargaining Unit Seniority

Seniority shall be broken when an employee:

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

b. Is discharged for just cause;

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

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

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

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

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

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

5. An employee who leaves the bargaining unit and who maintains continuous service with 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 employee's position on the seniority list.

In the event employees have identical hospital system seniority, the date of the employee's job application shall prevail.

7. Seniority shall equally accrue for all employees no matter the position, hours of work or appointment fraction the employee works. [TA, 8-12-20]

ARTICLE __ LAYOFF

(M-11)

1. A layoff is defined as the elimination of a position which results in the permanent termination of the employment relationship for a member of the bargaining unit. [TA, 8-12-20]

2. Layoffs shall be by bargaining unit seniority.
a. Prior to layoffs, management shall ask for volunteers
b. Employees affected by Prospect layoffs may apply for jobs within the health system. [TA, 10-23-20]
Crozer

3. When possible, CCMC 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. [TA, 8-12-20]

4. For a period of one (1) year, laid off employees shall be entitled to recall to bargaining unit positions that become available and for which the employee is qualified, in accordance with the process and criteria described above. [TA, 8-12-20]

ARTICLE __ POSTING AND TRANSFERS

(M-12)

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

Job postings shall remain on the intranet for seven (7) calendar days prior to the filling of such positions. CCMC shall consider such applicants in accordance with qualifications and length of service. When selecting among current employees in the bargaining unit, when qualifications among employees are equal in management's judgment, the employee with the most classification seniority shall be awarded the position. However, nothing in this Article shall restrict CCMC from selecting non-bargaining unit applicant for a position over an employee in the bargaining unit. The employee must accept or decline the position within three (3) working days of personal contact with the manager or the position is forfeited.

2. Transfers:

a. A present employee of CCMC transferring into a new job classification 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. [TA, 10-23-20]

ARTICLE __ PAST PRACTICE

(M-13)

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.

a. Employees that are called in to work after 10pm shall continue the practice of parking in the ER lot at no charge.

b. Employees who arrive after 10am may park in the parking garages for free.

c. The current practice of the hospital providing cell phones to social workers will continue.

d. The hospital will continue the practice of reimbursing Registered Dieticians for their licensing fee. (Pending confirmation by the Employer)

e. The hospital will continue the practice of reimbursing the BTC Senior Physical Therapist for costs associated with maintaining membership in the American Burn Association and attending the ABA’s yearly conference.

ARTICLE __ CANCELLATION

(M-14)

1. Voluntary Cancellation Day: If management determines that a Cancellation Day (CD) is necessary, the Hospital shall offer a voluntary CD. An employee may volunteer to take the offered CD and shall have the option to use unscheduled vacation or personal holiday time or take the day off without pay at the employee’s option. In the event two employees volunteer

for one CD opportunity, the Employer shall award the CD to the employee with greater classification seniority on a rotational basis.

2. a. Mandatory Cancellation Day: In the event there are an insufficient number of volunteers to take an CD and management determines that employees must be cancelled the Employer may mandate the employee on the unit with the least bargaining unit seniority to take an CD. Mandation of CD shall be done on a rotational basis within the unit by inverse seniority. An employee who has volunteered for a CD during the rotation shall be skipped and shall not be made to take a mandatory CD until that rotation is complete. However, an employee shall receive credit for a voluntary CD only once during a rotation. The rotation list shall be maintained on the unit. This shall be limited to no more than eight (8), ten (10) or twelve (12) hours (whichever corresponds to the employee's shift length) per pay period.

*b. **Mandatory Cancellation Order:***

- a. **Employees working overtime***
- b. **PRN by specialty***
- c. **Employees working beyond their FTE status***
- d. **Rotation by inverse seniority***

*3. **On-Call:** Employees who are given a low census day for a part of the shift may be placed "on-call" for up to the first four (4) hours of their shift. These employees will be paid \$3.25 per hour. Employees must report to work within 1 hour after they have been called to work.*

- a. This "on-call" will be limited to 12 hours per pay.*
- b. The Employee may volunteer to remain "on call" for the remainder of their shift at the employee's discretion. Hours spent voluntarily on call shall not count toward the number of hours in Section 3(a) above.*

ARTICLE __ SCHEDULED ON CALL PROCEDURES

(M-15)

1. An employee who has been called in to work while "on-call" shall be paid a minimum of four (4) hours at their regularly scheduled rate each time they are called in.

2. On call rates shall maintain status quo for the life of the contract

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 __ DISCIPLINE AND DISCHARGE

(M-17)

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

2. Employees may be suspended pending the completion of an investigation. The period of investigation shall not extend beyond twenty-one (21) days unless an extension is requested and agreed to by the union, and the union will not unreasonably deny an extension. If the employee is returned to work after the investigation, they shall be paid for all shifts missed as a result of the investigation. If the employee is terminated, the date of termination shall be the start of the suspension.

ARTICLE 23 - PERSONNEL FILES

1. Final Warnings may be considered for disciplinary purposes for two (2) years, and other infractions may be considered for disciplinary purposes for one (1) year. An employee's record shall be cleared after two (2) years, provided that the two (2) years shall be free of infractions. Nothing in this Article shall require that documentation be removed from an employee's personnel file. Employees shall have the right to request an appropriate time to review their personnel records. Such requests shall not be unreasonably denied. Employees may attach comments to items in the personnel file with which they disagree.

INSERVICE EDUCATION AND TUITION REIMBURSEMENT

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

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

b. Employees in the bargaining unit will be required to attend courses and classes as judged by Crozer as necessary to the job.

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

d. Non-mandatory conference time will be granted at management's discretion.

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

2. Subject to department funding and management approval, Crozer shall allocate up to \$250.00 per calendar year to reimburse each employee in the bargaining unit for costs incurred for attending approved CE conferences, or toward professional membership which provides free CEUs based upon the profession, continuing education conferences or classes locally. In no event shall any employee receive a cash-out for any unused continuing education funds. Staff will also have two (2) paid days off per year to attend educational conferences/CEU; such days will be granted off if operational and patient care needs permit. For employees who, as of the Date of Ratification of this Agreement, receive \$500.00 and three (3) paid days off per year, they shall continue receiving that benefit.

3. Reimbursement of 100% of tuition up to a maximum of four thousand dollars (\$4,000.00) per year (September 1-August 31) for full-time employees following successful completion of the probationary period. Part-time employees receive reimbursement of 100% of tuition up to a maximum of two thousands dollars (\$2,000.00) per year (September 1-August 31). Employees will be paid by Crozer Health System with proof of a passing grade of C or above, or a rating of Pass in a pass or fail system or receipt of a passing grade on a CLEP or Challenge Examination.

a.) Courses that are approved are those which an employee takes towards a Bachelors' or Graduate Degree in related health care fields. Employees who take CLEP or Challenge Examinations toward a Bachelors' or Graduate Degree in Nursing or in related fields or an employee who takes a professional certification examination shall be reimbursed for the examination fee and recording fee upon presentation of proof of receiving a passing grade.

4. Crozer Health agrees to pay a one (1) time certification payment of two hundred fifty dollars (\$250.00) for any employee who is certified or becomes certified in a specialty field. A recertification bonus of two hundred fifty dollars (\$250.00) will be paid for any employee who is certified in a specialty field annually.

5. This Article shall be administered in accordance with the Crozer policy in effect as of the Date of Ratification of this Agreement.

ARTICLE __ GRIEVANCE AND ARBITRATION

(M-18)

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

STEP ONE – The grievant and the Union representative shall submit the written grievance to the grievant’s Department Head or his or her designee. The Department Head or his or her designee shall have seven (7) calendar days after receipt of the grievance to meet with the grievant and his or her Union representative and, once the meeting has occurred, seven (7) calendar days to give his or her answer in writing. If the response is not given within the time limits set above then the grievance shall be decided in the grievant’s favor. If no satisfactory settlement is reached, the grievant or the Union may, within seven (7) calendar days after the Department Head’s answer, appeal the matter to Step Two.

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

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

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

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

4. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 1 of this Article, and he or she shall have no power to add 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 at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by

agreement between the employer and the union shall be final and binding upon the employee, employees, or persons who are involved and were affected thereby. Any interpretation of this agreement agreed upon by the employer in the union shall be final and binding on employees or any person affected.

7. If the Employer fails to answer a grievance at any step, the grievance shall automatically proceed to the next step. [TA, 10-01-20]

ARTICLE __ SEPARABILITY AND SAVINGS CLAUSE

(M-19)

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, CCMC 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. [TA, 8-12-20]

HEALTH AND SAFETY

(M-20)

1. The Union shall have the right to appoint a member of the bargaining unit sit as part of the Hospital Safety Committee. The employee shall not lose time or pay as a result of attending committee meetings.

2. The Hospital shall provide a safe work environment for staff and patients. To that end, the Hospital will continue to provide adequately trained security personnel on all shifts who will respond promptly to calls from nurses and other staff in need.

3. The Hospital will continue to develop and implement programs to prevent violence against staff. The Union agrees that workplace safety is a team effort and agrees to cooperate with the Hospital in its ongoing efforts in developing and implementing programs to prevent violence in the workplace. Among other things, this means encouraging its members to immediately and accurately report and document any and all safety incidents to the appropriate management representatives.

ARTICLE __ UNION VISITATION AND BULLETIN BOARD

(M-21)

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 of advance notice (defined as actual contact with a member of HR) of such visit upon arrival at the hospital, and must be accompanied by an Employer representative while visiting CCMC. The Employer may reasonably withhold permission for such a visit.

2. 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 and shall be done in a confidential area not in the presence of patients. PASNAP employees shall not conduct Union-related business in patient-care areas.

3. 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 posting that is profane, obscene or defamatory to the Employer, its representatives, its patients or to any individual. [TA, 8-12-20]

ARTICLE __ PERSONNEL PRACTICES

(M-22)

Final Warnings may be considered for disciplinary purposes for two (2) years, and other infractions may be considered for disciplinary purposes after one (1) year. An employee's record shall be cleared after two (2) years, provided that the two (2) years shall be free of infractions. Nothing in this Article shall require that documentation be removed from an employee's personnel file. Employees shall have the right to request an appropriate time to review their personnel records. Such requests shall not be unreasonably denied.

ARTICLE __ MISCELLANEOUS

(M-23)

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.

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. As long as the parking remains free for all employees, it shall remain free for bargaining unit members.

4. Employees who are required by the Employer to travel to other facilities within the health system shall be reimbursed for mileage at the IRS rate between Crozer Chester Medical Center and the alternative facility.

ARTICLE __ EFFECT OF CONTRACT

(M-23)

1. This Agreement is in lieu of any other agreements or understandings between the parties, either oral or written, covering the employees in this bargaining unit with respect to their wages, hours, rates of pay or other conditions of employment.

2. No provision in this Agreement shall be modified, amended or altered except by written agreement that is executed by both parties.

ARTICLE __ DURATION

(M-24)

This Agreement shall be effective from 12:01 AM on the Date of Ratification through 11:59 PM on the day before the third anniversary of the Date of Ratification.

Appendix A

SIDE LETTER
HOLIDAY SCHEDULING

The units shall continue scheduling holidays in the following manner:

Speech

The following order shall be utilized:

1. Volunteers
2. PRN employees
3. Rotation by inverse seniority [TA, 10-01-20]

Recreational Therapy

The following order shall be utilized:

1. Volunteers
2. PRN employees
3. Rotation by inverse seniority

PM&R

The following order shall be utilized:

1. *Seasonal obligation (one winter, one summer)*
2. *Volunteers*
3. *PRN employees*
4. *Rotation by inverse seniority [TA, 10-30-20]*

Social Work

Volunteers shall be solicited for holiday availability. If there is not a sufficient number of volunteers, employees shall work holidays on a rotating basis. [TA, 10-01-20]

First Steps

The following order shall be utilized:

1. Volunteers
2. PRN Employees
3. Rotation by inverse seniority [TA, 10-01-20]

Nutrition

One employee shall be on-call for each holiday from 9am - 3pm. The order for staffing holidays shall be as follows:

1. PRN employees
2. Volunteers by seniority

Side Letter

All exempt employees working beyond their FTE status will be paid the following additional pay for hours worked over schedule, these hours will be paid as a bonus, using the following bonus table and calculation method:

Bonus amounts:

Approved Positions	Bonus Amount (4 hour block)
Exempt Clinical Leads	\$200
Social Worker	\$150
* 2 hour blocks will be paid ½ of the amount above	
Holidays - exempt employees will be paid one (1) bonus block for working on a holiday that falls on a weekday and two (2) bonus blocks if a holiday falls on a weekend.	

Calculation Method:

Additional pay will occur after reaching a consecutive 2 or 4-hour minimum threshold of extra work (per day), rounded down to the lower 2-hour block of time. Work in excess of 2 hours will be paid in a 2-hour block work in excess of 4 consecutive hours in a day will be paid in additional 4-hour blocks of time, rounded down.

