

# **Collective Bargaining Agreement**

*By and between*

**Crozer Chester Medical Center/Prospect  
Medical Holdings, LLC**

*and*

**Crozer-Chester Nurses Association/  
Pennsylvania Association of  
Staff Nurses and Allied Professionals  
(CCNA/PASNAP)**

***Effective December 20, 2020 to December 20, 2023***



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This Agreement made and entered into as of this 20th day of December 2020, between the CROZER-CHESTER MEDICAL CENTER (hereinafter called "CROZER") and CROZER-CHESTER NURSES ASSOCIATION/PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED HEALTH PROFESSIONALS, (hereinafter called "CCNA/PASNAP").

WITNESSETH:

WHEREAS, the parties hereto recognize that the enlightened participation of the public, management and labor is needed if CROZER is to make its maximum contribution to the community, and recognizing that complete and uninterrupted patient care is of vital importance to the health, welfare and safety of the community, and desiring to establish conditions of employment under which members of the bargaining unit shall work for CROZER during the term of this Agreement; and WHEREAS, the parties hereto are in further accord that effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of labor and management, and WHEREAS, the parties hereto desire to regulate relations between the parties with a view of securing harmonious cooperation thereby averting interruptions and interferences with services to patients, NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

**ARTICLE 1 RECOGNITION**

1. CROZER hereby recognizes CCNA/PASNAP as the sole and exclusive bargaining representative of all regular part-time and full-time staff graduate nurses and registered nurses.
2. Excluded from the bargaining unit are all other employees of CROZER including Nursing Supervisors, Shift Managers, Clinical Specialists, Clinical Educators, Licensed Practical Nurses, all On-Call Nurses, all Unscheduled PRN Nurses, all graduate nurses who fail to be licensed by Pennsylvania within one (1) year, Assistant Nurse Managers, Nurse Managers, and all nurses above the rank of Nurse Manager, employees covered by other collective bargaining agreements, guards and supervisors as defined in the Act.
3. Crozer agrees that for the duration of the Agreement, it will not seek to reclassify the charge nurse position as a non-bargaining unit position.

## **ARTICLE 2 MANAGEMENT RIGHTS**

1. The management of CROZER and the direction of the working force is vested exclusively with CROZER. Except where expressly abridged by a specific provision of this Agreement, CROZER retains the sole right to hire, discipline or discharge for just cause, layoff, promote, transfer and assign its employees, to determine or change the starting and quitting time and number of hours worked; to promulgate reasonable rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer employees to other departments as operations may require; to introduce new or improved facilities; to carry out the ordinary and customary functions of management whether or not possessed or exercised by CROZER prior to the execution of this Agreement.

2. CROZER may introduce a change in the method or methods of operation, which will produce a change in job duties and a reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program to be hereafter undertaken by CROZER.

3. CCNA/PASNAP and CROZER agree to work cooperatively together to attain and maintain maximum patient care and full efficiency.

## **ARTICLE 3**

### **ASSOCIATION SECURITY AND CHECK OFF**

1. All present 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 CCNA/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 governing United States Supreme Court Decision.

All other employees, other than graduate nurses, who are hired after the effective date of 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 CCNA/PASNAP within ninety (90) days of the employee's date of hire, as a term and condition of employment, subject to the limitations stated in the second provision to Section 8 (a) (3) and governing United States Supreme Court decisions.

Graduate nurses who are hired after the effective date of Agreement shall, as provided for in the first provision to Section 8 (a) (3) of the National Labor Relations Act, as amended, one hundred twenty (120) days of the employee's date of hire, as a term and condition of employment, subject to the limitations stated in the second provision to Section 8 (a) (3) and governing United States Supreme Court decisions.

Any employee covered by this Agreement shall as a condition of employment, from the onset of employment, tender to CCNA/PASNAP monthly such dues and/or fair share fees as may be periodically assessed by CCNA/PASNAP. Any employee who fails to comply with this requirement shall be discharged from his or her position with CROZER within twenty (20) days after receipt of written notice from the Association.

2. CROZER 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 (15<sup>th</sup>) of the following month.

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

4. CCNA/PASNAP shall indemnify and save CROZER 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 CROZER for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in CCNA/PASNAP, or obligations of CCNA/PASNAP members, or by reason of CROZER's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by CCNA/PASNAP.

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

6. CROZER agrees to furnish CCNA/PASNAP each month with the names of newly hired employees, classifications of work, their dates of hire, and social security numbers; names of terminated employees, together with their dates of termination, and social security numbers; names of employees on leave of absence; and names and social security numbers of employees who transfer from the unscheduled PRN pool.

7. Each month, CROZER shall remit to CCNA/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. On an annual basis CROZER will submit to the local unit secretary and to CCNA/PASNAP headquarters a list containing the names and addresses of all employees in the bargaining unit.

9. Political Action Check-Off – CROZER agrees to enable voluntary contributions to the PASNAP-PAC political advocacy fund through a payroll check-off provision. Upon receiving the check-off authorization, CROZER shall deduct such funds each payroll period and forward such to PASNAP once per month along with a list of contributors. CCNA/PASNAP agrees to indemnify and hold CROZER harmless against any and all claims, demands, or suits and may arise out of or by reason of action taken or not taken by CROZER for the purpose of complying with this provision.

## ARTICLE 4

### HIRING OF EMPLOYEES - PROBATIONARY PERIOD

1. CROZER may obtain employees from any and all sources available.

2. All new employees (other than graduate nurses) hired will be considered probationary employees for a period of ninety (90) days from date of hire, excluding time lost for sickness and other leave of absence. Graduate nurses shall be considered probationary employees for a period of **one hundred eighty (180)** days from date of hire, excluding time lost for sickness and other leave of absence.

3. A present employee of Crozer-Keystone Health System 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.

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

5, Crozer agrees to continue the existing mentorship program where a representative of CCNA shall meet with the newly hired nurses for up to four (4) hours per month.

6. Graduate Nurses will receive a six (6) month orientation consisting of 24 weeks. The orientation will include two (2) weeks with Staff Development, and three (3) weeks on each main floor for a total of 18 weeks. They shall be assigned a preceptor on each floor and will follow the preceptor's schedule. The GN's will also be assigned to a scheduled PRN and follow their schedule for 4 weeks. During the last day on each floor rotation the GN will be given two (2) hours off to meet with a CCNA representative.



## **ARTICLE 5 DISCRIMINATION**

1. CROZER and CCNA/PASNAP agree that they will not discriminate against any nurse applicant or any nurse employee because of race, color, national origin, religious or political affiliation, sex, disability, age, sexual orientation or for lawful association activity.

## **ARTICLE 6**

### **NO STRIKE OR LOCKOUT**

1. No employee shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of CROZER for any purpose whatsoever, including actions in support of other labor organizations. Any employee who participates in or engages in such activity shall be subject to disciplinary action including discharge.

2. CCNA/PASNAP, its officers, agents, representatives and members, shall not, in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work or boycott, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work or boycott occur, the CCNA/PASNAP shall immediately upon request by CROZER:

3a. Notify employees that such action is in violation of Agreement and instruct such employees to cease such action and return to work immediately.

3b. Post notices at appropriate locations advising that such action is in violation of this Agreement and instructing employees to return to work immediately.

4. CROZER agrees that it will not lock out employees during the term of this Agreement.

5. It is further agreed that an alleged violation of this no-strike, no-lockout provision shall not be subject to the grievance and arbitration provisions of this Agreement. Instead, in the event of a breach of this no-strike, no-lockout provision, either party has the right to have the alleged violation submitted to an impartial arbitrator under an expedited arbitration procedure within twelve (12) hours of the time of the alleged violation, and the arbitrator shall render his decision immediately upon conclusion of the parties' presentations of evidence. In addition, in the event of a breach of this no-strike, no lock-out provision either party has the right to seek relief in any appropriate State or Federal Court.

## ARTICLE 7 WAGES AND HOURS

Section 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, which reflects a movement to the scale in Year 1, 3% in Year 2, and 3% in Year 3 of the Agreement. employees shall move to the next step of the wage scale on the anniversary date of hire.

If an employee does not receive a 3% increase on their current hourly wage by moving to the scale in Appendix A upon ratification, then they shall receive a 3% increase on their currently hourly rate.

1. A full-time employee is an employee regularly scheduled to work at least eighty (80) hours per pay period or alternate shift employee **who works six 12 hours shifts equaling seventy-two (72) hours per pay period.**

A part-time employee is an employee regularly scheduled to work less than eighty (80) hours per pay period, except for full-time alternate shift employees.

2. The workweek for eight (8) hour shift employees shall consist of fourteen (14) days or three hundred thirty-six (336) hours beginning with shifts starting at 6:45 a.m. on Monday. The regular workweek shall consist of eighty (80) hours.

For alternate shift employees, the workweek shall consist of seven (7) days one hundred sixty-eight (168) hours beginning with shift starting at 6:45 a.m. Monday. The regular workweek shall consist of forty (40) hours.

3a. Full-time eight (8) hour shift employees will normally work ten (10) working days in each pay period. Moreover, full-time employees will normally receive four (4) days off in each fourteen (14) consecutive day calendar period.

### 3. WORKDAY

4a. Eighty (80) Hour Workweek

- (1) A normal workday shall consist of eight (8) hours or less, exclusive of an unpaid lunch period of one-half hour's duration. CROZER may schedule employees to work less than a normal workday.
- (2) The employee's normal work days shall commence with the start of the employee's shift and end twenty-four (24) hours hence. Any employee required to work two (2) shifts within the twenty-four (24) hour period and with less than twelve (12) hours between shifts shall receive time and one-half for the second shift or any portion thereof. CROZER will pay time and one-half for an early return (less than twelve (12) hours between the completion of employee's work and

the employee's next scheduled shift) caused by overtime.

If an employee is unable to take her/his thirty (30) minute unpaid lunch period because relief was not available and the employee requested such relief from the supervisor prior to the lunch period, and the supervisor was unable to provide such relief, the employee may be given compensatory time off within the pay period or if compensatory time off cannot be given, the employee will be paid time and one-half of their regular hourly rate for the time.

- (3) The normal eight (8) hour work schedule in the nursing department is as follows:

Day Shift: 6:45 a.m. - 3:15 p.m.

Evening Shift: 2:45 p.m. - 11:15 p.m.

Night Shift: 10:45 p.m. - 7:00 a.m.

#### 4b. Forty (40) Hour Workweek (Alternate Shift Employee)

- (1) Alternate shift employees are defined as employees who regularly work other than straight eight (8) hour shifts.
- (2) Full-time alternate shift employees are employees who work combination of eight (8) or less, ten (10) or twelve (12) hour shifts, exclusive of one (1) unpaid meal period of one-half hour duration.

Full-time is defined as work hours totaling seventy-two (72) hours or more in a payperiod.

- (3) If a twelve (12) hour shift employee works overtime beyond the normal twelve (12) hour shift, CROZER will pay time and one-half for the employee's next scheduled shift if there is less than ten (10) hours between the completion of employee's work caused by overtime and the start of the employee's next scheduled shift. Employees working a ten (10) hour shift will be paid as above if there is less than eleven (11) hours between the completion of the employee's work caused by overtime and the start of the employee's next scheduled shift. No employee who is paid double time

under Article 8, Section 1b (4) may also be paid for a double back under this provision.

(4) Acceptable alternate shifts are defined in Appendix B.

4c. If an employee is unable to take her/his thirty (30) minute unpaid lunch period because relief was not available and the employee requested such relief from the supervisor prior to the lunch period, the employee may be given compensatory time off within the pay period or if compensatory time off cannot be given, the employee will be paid time and one-half of their regular hourly rate for the time.

4d. Employees may be assigned to work shifts with altered starting or quitting times.

If CROZER decides to alter the starting or quitting time of a shift, and more than one (1) employee in the unit involved indicates a preference for the new shift, preference shall be given to the employee with the most classification seniority within the unit. If no employee in the unit expresses a preference for the shift or shifts with the altered starting or quitting times, then employees in the unit will be assigned, and work on such shifts shall be equitably distributed among the employees within the unit.

No employee may be involuntarily assigned to work a twelve (12) hour shift schedule.

4. **HOURS WORKED** - Nothing in this Agreement shall be construed as a guarantee by CROZER of hours worked per day, per week or per year. Employees shall report dressed and ready for work at their job locations and quit work at their job locations at the time designated by CROZER as the beginning and end of their regular workday.

Employees scheduled to work a full shift and who report to work shall be given the opportunity to work a full shift, or in lieu thereof, be paid for the number of hours which she or he was scheduled to work.

Should an employee be contacted while off duty and requested to report to work with less than an hour notification and reports to work in less than an hour, the employee will be paid premium time for all hours worked in accordance with the overtime guidelines in the contract. This does not include employees who are called in to start work between the hours of 5:30 a.m.-8:00 a.m. These nurses will be paid at the appropriate contractual rate.

Payment shall be made as described below: **Hours Worked**

<b>During Call-In</b>	<b>Payment Method</b>
Up to 1 hour .....	1 hour at time and one-half,
3 hours at straight time.	
Up to 2 hours .....	2 hours at time and one-half,
2 hours straight time.	
More than 2 but	3 hours at time and one-half, 1
less than 3 hours .....	hour at straight time.
3 or more hours .....	all hours at time and one-half.

Employees who are required by CROZER to assume on-call status shall be paid three dollars and twenty five cents (\$3.25) per hour and four dollars and fifty cents (\$4.50) per hour on holidays. In the event said employee is called to work he or she shall be paid a minimum of four (4) hours at one and one-half the employee's straight time rate for each such call-in. Shift differentials will be paid for each hour worked after 3:00 p.m. and before 7:00 a.m. Shift differential will be paid only for the time actually worked after 3:00 p.m. and before 7:00 a.m. and will not be included in calculating the rate of the four (4) hour guarantee.

An employee is required to be available for work within forty-five (45) minutes of notification throughout the on-call period. The employee is not restricted to his residence. Employees must leave a telephone number with the Medical Center Switchboard where they can be reached at any given time.

5. **REST PERIOD** - Employees are permitted one (1), fifteen (15) minute rest period for every four (4) hours of work.

6. Whenever possible those employees that currently work a steady shift shall continue to work such shift. CROZER will maintain one (1) permanent day position per unit, except where a permanent day shift position will increase rotation above maximum. Permanent day positions may be full-time or part-time. Permanent day positions shall be offered to employees within the unit and shall be awarded to the most senior employee within the unit who applies for the position. If there are permanent day positions within a unit that are not filled by employees from the unit such positions shall be posted hospital wide, if the transfer of an employee from another unit to the permanent day position would not result in the displacement of an existing employee in the unit. CROZER will in good faith, attempt to recruit permanent evening and night shift employees to be able to establish permanent day positions in a unit.

Employees currently occupying permanent day positions may reduce to a part-time status, if such request is approved, and remain in the permanent day position.

CROZER shall make a good faith effort to establish and fill three (3) permanent day positions (where scheduling permits) per unit on all units, except where a permanent day shift position would increase rotation above maximum. All currently established permanent day positions and all additional permanent day positions which are

established shall be filled in accordance with the applicable provisions of this Article. The positions shall be established and kept filled as long as the rotating staffs on the unit do not exceed the contractual rotating maximum (Article 7, Section 9c).

7. **DEFAULT SCHEDULING** is applicable where the staff on a unit chooses to have management perform all the scheduling activities. Default scheduling is applicable when a unit is unable to maintain flex scheduling by a majority vote of the staff. Nothing other than eight (8) hour shifts are acceptable in default scheduling.

8a. CROZER shall schedule employees off every other weekend unless the employee requests otherwise.

The employee will make the request in writing for a weekend off out of her/his rotation pattern. The Scheduler will attempt to find a replacement, and if he or she is unsuccessful the Nurse Manager will make an effort. If the Nurse Manager is unsuccessful then the employee must find a replacement. In those instances where said employee elects to utilize vacation during a weekend he or she is normally scheduled to work, the employee may be required at some future date (or with the agreement of the employee at a date prior to the affected weekend) to work consecutive weekends equal to the number of consecutive weekends taken off by the employee for vacation purposes on weekends he or she was normally scheduled to work. However, an employee with less than fifteen (15) years of service with CROZER may utilize two (2) vacation days of normally scheduled weekend work per year without being required to make up the weekend time and an employee with fifteen (15) or more years of service with CROZER may utilize four (4) vacation days of normally scheduled weekend work per year without being required to make up the weekend time. Such vacation requests shall not be denied. Moreover, CROZER will not utilize mandatory overtime to replace an employee on vacation. Employees who work only on weekends shall not be required to make up vacation taken on the weekend.

8b. Employees who work in departments or units where scheduling permits, may be scheduled to work less than every other weekend. Such weekend work shall be equalized among the employees in the department or unit.

8c. Employees may voluntarily work more than the required weekend rotation with the approval of CROZER.

8d. In the event that a unit must return to "default scheduling," the twelve (12) hour weekend people, who were greater than .6 FTE if full-time or, .3 FTE if part-time prior to becoming twelve (12) hour weekend employees may bump other employees with less seniority in order to return to the total number of hours they were prior to becoming twelve (12) hour weekend employees. Their hourly rate will return to

the appropriate non-weekend rate as specified in the wage scale (Appendix A). Employees who were bumped will be handled as defined in **Article 17**

8. **DEFAULT SCHEDULING RULES** - It is understood and agreed that CROZER shall not schedule double shifts or split shifts (3-6; 8-1 a.m.). Work schedules showing the employees shifts, workdays, and hours shall be posted at least two (2) weeks in advance of the starting date of the two (2) week schedule and shall not be varied except for emergencies or by mutual agreement between CROZER and the employee. An employee's work schedule will not be changed once it is posted to avoid the payment of an overtime premium.

9a. Employees shall not be scheduled for more than six (6) consecutive days, except at the request of the employee.

9b. Employees shall not be scheduled on more than two (2) different shifts in any calendar week or on more than two (2) different shifts in four (4) day block of time, unless requested by the employee. Exceptions to this section may be made by mutual agreement between CROZER and the employee.

9c. CROZER will use its best effort to equally assign employees in the same clinical unit to the evening and night shifts among "rotating personnel." No employee shall work more than one hundred ten (110) rotated shifts per September to September year, and where practicable, CROZER will continue to endeavor to schedule less.

9d. CROZER will try, but cannot guarantee that no rotator shall be required to work evening (3-11) or night shift (11-7) immediately preceding her/his weekend off. CROZER will equitably distribute any such requirement to work the 3-11 or 11-7 shift immediately preceding the rotator's weekend off among all employees working rotating shifts in a unit.

9e. Fifty dollars (\$50.00) per day will be paid for extra weekend time worked that amounts to eighty (80) hours or less in a pay period. Extra weekend time worked in excess of eighty (80) hours per pay period will be paid at regular overtime without the fifty dollar (\$50.00) bonus. This bonus is applicable only to employees on default scheduling.

9. **ALTERNATE SCHEDULING PROGRAM** is designed to provide maximum staffing flexibility for the staff while meeting the staffing requirements.

10a. Alternate scheduling will be available on all units. To utilize alternate scheduling, majority of the total staff must approve alternate scheduling prior to its inception.

10b. Core staffing requirements will be determined by the Nurse Manager. Schedules developed by the staff must be approved by the Nurse Manager. Alternate scheduling cannot create situations that involve premium time or exceed core staffing requirements.

10c. An employee who is working a shift of more than eight (8) hours must be on a forty (40) hour workweek regardless of how infrequently the alternate shifts occur. Employees may not change from a forty (40) hour to an eighty (80) hour workweek more than once in a quarter.

10d. In alternate scheduling the following will be considered full-time:

<b>Total Pay Period Week 1 Hours</b>	<b>Total Pay Period Week 2 Hours</b>	<b>Total Hours</b>
36 hrs. (3, 12-hour shifts) plus 4 hours	36 hrs. (3, 12-hour shifts) plus 4 hours	= 80
24 hrs. (2, 12-hour shifts) plus 2, 8-hour shifts	24 hrs. (2, 12-hour shifts) plus 2, 8-hour shifts	= 80
36 hrs.(3, 12-hour shifts)	24 hrs.(2, 12-hourshifts) plus 2, 8 hour shifts	= 76
36 hrs.(3, 12-hour shifts)	36 hrs.(3, 12-hour shifts)	= 72
36 hrs.(3, 12-hour shifts) (6+1 Option)	36 hrs.(3, 12-hour shifts) plus 8 hours (4 paid as OT) Reg+4 OT	= 80

10e. Employees may elect either to be permanent seventy-two (72) hours as full-time, or to float through the options listed above. The scheduling committee has the option of moving people through the listed options to ensure staffing requirements, but the committee may only increase hours from seventy-two (72) – eighty (80), except for permanent seventy-two (72) hour employees, and not decrease hours below eighty (80), or schedule for less than an eight (8) hour shift, unless the employee agrees. The availability of seventy-two (72) hour positions and alternate scheduling options will be the decision of the scheduling committee.

Nurses in permanent 72 hour program must work six (6) twelve (12) hour shifts.



The number of 72 hour positions will not be arbitrarily capped on a given unit, but will be determined by how many such positions an acceptable schedule will allow.

10f. Permanent off-shift positions will be at the discretion of the Manager after a discussion with the scheduling committee.

10g. Scheduling guidelines cannot supersede the contract regarding such items as weekend time, holidays, shifts, vacation requests, etc.

10h.

(1) Eight (8) hour shifts will be:

6:45 a.m. to 3:15 p.m.

2:45 p.m. to 11:15 p.m.

10:45 p.m. to 7:00 a.m.

Twelve (12) hour shifts will be: 6:45 a.m. to

7:15 p.m.

6:45 p.m. to 7:00 a.m.

Alternate starting times will be determined by the Nurse Manager. No one will be mandated to change shift times unless new shift time needs are determined for the unit.

(2) EOWE personnel must be scheduled EOWE. An EOWE person cannot work two (2) consecutive weekends or split days among all weekends UNLESS directly switching or sharing WE work, i.e. EOWE 1 & 3 and EOWE 2 & 4 each work one day of each weekend.

(3) In order to become a scheduler, members must attend a CCNA scheduling workshop. These workshops will be offered several times a year, in an appropriate meeting space provided by the Hospital as requested by the Union. New RN's to Crozer-Chester Medical Center must be on the unit for six (6) months prior to becoming a scheduler. Transferring RN's within Crozer-Chester Medical Center must be on the unit for three (3) months prior to becoming a scheduler. Units

must equitably distribute schedulers among those interested in doing them.

- (4) CCNA understands that problems may arise in executing schedules and therefore will be available to meet with individual units to resolve any conflicts. If conflicts persist, CCNA will meet with the individual scheduler to resolve problems.
- (5) If a unit cannot produce an acceptable schedule, and prior to any implementation of default scheduling, CCNA will designate a person from the business committee to attempt to complete said schedule. Payment will be given to the person who does the schedule.
- (6) WE employees may not switch more than 50% per schedule with non-weekend bargaining unit members.
- (7) All switches (of any combination) must be done AFTER the schedule is posted.
- (8) Any changes after a schedule is posted will be done at the discretion of the Nurse Manager, but does not include direct switches.
- (9) When scheduling an isolated PM shift, every effort must be made so that two days must pass before scheduling for an AM shift (PxxAA) unless requested by the employee.
- (10) Employees shall not be scheduled on more than two (2) different shifts in any calendar week or on more than two (2) different shifts in any four (4) day block of time, unless requested by the employee. Exceptions to this section may be made by mutual agreement between the scheduling committee and the employee.
- (11) The scheduling committee will use its best effort to equally assign employees in the same clinical unit to the evening and night shifts among "rotating personnel." No employee shall work more than fifty percent 50% of rotated shifts per September to September year, and where practical, the scheduling committee will continue to endeavor to schedule less.

- (12) The scheduling committee will try, but cannot guarantee that no rotator shall be required to work evening (3-11) or night shift (11-7) immediately preceding her/his weekend off. The scheduling committee will equitably distribute any such requirement to work the 3-11 or 11-7 shift immediately preceding the rotator's weekend off among all employees working rotating shifts in a unit.
- (13) Such weekend work shall be equalized among the employees in the department or unit.
- (14) Employees may voluntarily work more than the required weekend rotation.
- (15) The red request book found in each unit, utilized for nurses' requests for scheduled days and paid time off, shall remain and continue to be used in the normal scheduling process.

10i. The scheduling committee will be paid as per the following departmental budgeted FTE schedule for completing a schedule:

Less than 3 budgeted FTE's	2 hours
3-8 budgeted FTE's	4 hours
9-16 budgeted FTE's	8 hours
17 - 23 budgeted FTE's	12 hours
24 - 30 budgeted FTE's	16 hours
31 – 35 budgeted FTE's	20 hours
36 – 41 budgeted FTE's	24 hours
42 + budgeted FTE's	28 hours

These hours will be equally distributed among all members of the scheduling committee.

10. Eliminate ten (10) hour shift option except for the following units:

AAC, ER, OR, SPU, GI Lab, Home Care/Hospice, Cath Lab, Cardiac Rehab, PACU, and Cancer Center.

## **ARTICLE 8 OVERTIME**

### **1. Computation of Overtime**

1a. For Eighty (80) Hour Workweek:

- (1) Employees will be paid time and one-half of their regular hourly rate of pay for all authorized hours worked in excess of eighty (80) hours in two (2) weeks

or in excess of eight (8) hours per day for employees on eight (8) hour shifts.

- (2) If authorized by the Nurse Manager or Nursing Supervisor, an employee may accrue compensatory time on a straight time basis in lieu of time and one-half for up to one (1) hour in excess of the eight (8) hour shift as provided above in Section (1). Compensatory time will be given as long as the unit can be adequately staffed for safe patient care. Compensatory time cannot be carried over one (1) pay period to the next. Compensatory time must be given within the same pay period as the day the overtime was worked. If compensatory time cannot be given, the employee will be paid time and one-half of his or her regular hourly rate for the overtime.
- (3) Legal holidays shall be considered as time worked for the purposes of computing overtime. Other paid absences and unpaid absences shall not be considered as time worked.
- (4) Employees required to attend mandatory in-service classes will be paid for these hours at the straight time rate. However, such hours will be considered as hours worked for purposes of determining overtime in accordance with Article 8, Section 1a(1).

Employees who voluntarily attend class or participate in an approved committee meeting will be paid for these hours at the straight time rate for hours over eight (8) per pay period.

It is agreed that the term approved committees shall be determined by Crozer.

CROZER agrees to pay CCNA/PASNAP officers who attend the CCNA/PASNAP management meeting a maximum of two (2) hours paid time for meeting attendance. This payment may result in the payment of overtime, but not in a double-back.

- (5) There shall be no pyramiding of overtime pay.
- (6) The current practice whereby an employee requests straight time pay (ERST) shall remain in effect for double backs only within the same pay period.

- (7) Any part-time employee who voluntarily works one or more extra shifts above his or her normal schedule in a payroll period will receive a bonus of seventy dollars (\$70.00) for each extra eight (8) hour shift in a single payroll period. The employee may instead opt to be paid a bonus of thirty-five dollars (\$35.00) for each extra four (4) hour shift. This provision shall not apply for a period of three (3) months to any part-time employee who reduces his or her normally scheduled workweek, or to PRN's who receive PRN differential, or time and one-half. (See Appendix C for guidelines.)
  - (a) When an extra day is worked in a pay period, which includes non-productive time, the bonus shall be paid only if the non-productive time was a legal holiday.

1b. For Forty (40) Hour Workweek:

- (1) Employees will be paid time and one-half for their regularly hourly rate of pay for all authorized hours worked in excess of forty (40) hours in a workweek or over twelve (12) hours in one day.
- (2) Employees required to attend mandatory in-service classes will be paid for these hours at the straight time rate. However, if the total work hours, classroom hours and committee hours exceed forty (40) hours in any workweek, time and one-half will be paid for all hours over forty (40).

CROZER agrees to pay CCNA/PASNAP officers who attend the CCNA management meeting a maximum of two (2) hours paid time for meeting attendance. This payment may result in the payment of overtime, but not in a double-back.

- (3) Current practice whereby an employee requests straight time pay (ERST), shall remain in effect for scheduling purposes only. Employees may not ERST for more than forty (40) hours in a week.

- (4) An employee may not work more than sixteen (16) consecutive hours or more than twenty (20) hours in any twenty-four (24) hour period.
- (5) Any part-time employee who voluntarily works one or more extra shifts above his or her normal schedule in a payroll period will receive a bonus of seventy dollars (\$70.00) for each extra eight (8) hour shift. The employee may instead opt to be paid a bonus of thirty-five dollars (\$35.00) for each extra four (4) hour shift. This provision shall not apply for a period of three (3) months to any part-time employee who reduces his or her normally scheduled workweek, or to PRN's who receive PRN differential or time and one-half. (See Appendix for guidelines.)

## **2. Overtime Policy**

Overtime shall be assigned on a voluntary basis using the following steps:

- (a) Article 7, Section 5 of the CCMC-CCNA/PASNAP Collective Bargaining Agreement states "nothing in this Agreement shall be construed as a guarantee by CROZER of hours worked per day, per week or per year."
- (b) Management has the right and responsibility to attempt to fill any necessary hours with staff that would not create the payment of overtime.
- (c) Overtime will be offered first to bargaining unit nurses within the unit, then bargaining unit nurses throughout the hospital, and finally to non-bargaining unit nurses.

### **2.1. Distribution of Overtime**

The following are guidelines for distribution of overtime after schedules have been approved. Pre-approved overtime is defined as any voluntary overtime which may be selected by the bargaining unit member on a list posted when the schedule is approved and posted for mm weeks two weeks (spanning two weekends) on each unit. After the two-week unit posting the manager will approve and remaining shifts shall be listed and centralized in the scheduling office.

Employees interested in overtime after the list has been centralized must notify the scheduling office of their availability.

Overtime time will be awarded in an equitable manner.

The following steps will be followed (if time permits). Within the 30-minute cancellation window:

All bargaining unit straight time options will be utilized.

After all bargaining unit straight time options are exhausted within the unit, time will be awarded to non-bargaining unit nurses earning straight time will then be awarded to the RN with the least number of overtime hours in the current pay period, within the unit. Then overtime will be awarded to the qualified staff who have given their availability to the scheduling office. Then to non-bargaining-unit nurses.

If a conflict still exists, the time will then be awarded to the person with the least number of overtime hours excluding double-back hours in the current pay period, if still equal, then the preceding pay period. If still equal, the person with the most classification seniority will be awarded the time.

Anyone interested in overtime must notify the Scheduling Office of his/her availability.

When a call-off occurs, CROZER will first look to the scheduling office master list of those nurses who have made themselves available to choose a member of the unit where the call-off occurred; if there are none, then those currently working on the unit will be asked to volunteer; if there are no such volunteers, then CROZER will choose a non-unit volunteer from the scheduling office master list

Shift call off times will be consistent with Crozer policy

2.2. In the event an employee has a pre-scheduled, pre-approved extra day which will put the employee into an overtime situation, due to that employee having worked other non, pre-scheduled extra days, management has the right to waive the seventy-two (72) hour cancellation period and may cancel that employee in favor of awarding hours as outlined under distribution of overtime. In accordance with management's responsibility to fill necessary hours with staff who will not create the payment of overtime, CROZER may at any time either before or after the posting of the schedule, cancel such overtime if CROZER does not need the scheduled overtime assignment, or CROZER may up to seventy-two (72) hours prior to the scheduled overtime assignment substitute with an employee which will eliminate the payment of overtime. CROZER will notify an employee no later than one-half hour after the call-off time when canceling overtime.

2.3. Pre-approved overtime shall not be canceled or overridden in lieu of non-bargaining unit nurses.

### 3. Extra Time Policy

Extra Days shall be assigned on a voluntary basis using the following steps:

- (a) Article 7, Section 5 of the CCMC-CCNA/PASNAP Collective Bargaining Agreement states "nothing in this Agreement shall be construed as a guarantee by CROZER of hours worked per day, per week or per year."
- (b) Management has the right and responsibility to attempt to fill any necessary hours with staff that ~~who~~ would not create the payment of overtime.
- (c) Part-time and weekend employees will permanently be offered extra days before non-bargaining unit nurses.
- (d) Extra time will be offered first to bargaining unit nurses within the unit, then bargaining unit nurses throughout the hospital, and finally to non-bargaining unit nurses. Part time and weekend employees may be scheduled for extra time prior to the submission of the schedule to the manager.

#### 3.1. Distribution of Extra Time

The following are guidelines for distribution of extra days after schedules have been approved.

- (a) Pre-approved extra days may be selected by the bargaining unit member on a list posted for four weeks (spanning four weekends) on each unit. After the four-week unit posting, such list will be removed and centralized in the scheduling office.
- (b) Employees interested in extra time must notify the scheduling office of their availability

(3.2) Extra time will be awarded in an equitable manner. The following steps will be followed (if time permits).

- (a) All bargaining unit straight time options will be utilized.
- (b) Extra time will be awarded to the RN with the least number of extra days in the current pay period within the unit.
- (c) If a conflict still exists, the time will then be awarded to the person with the least number of extra days in the current pay period, if still equal, then the preceding pay period. If still equal, the person with the most classification seniority will be awarded the time.



(d) Anyone interested in extra time must notify the Scheduling Office of his/her availability.

(e) When a call-off occurs, CROZER will first look to the scheduling office master list of those nurses who have made themselves available to choose a member of the unit where the call-off occurred; if there are none, then those currently ~~then~~ working on the unit will be asked to volunteer; if there are no such volunteers, then CROZER will choose a non-unit volunteer from the scheduling office master list.

3.3. In the event an employee has a pre-scheduled, pre-approved extra day which will put the employee into an overtime situation, due to that employee having worked other non, pre-scheduled extra days, management has the right to waive the seventy-two (72) hour cancellation period and may cancel that employee in favor of awarding hours as outlined under distribution of extra time. In accordance with management's responsibility to fill necessary hours with staff who will not create the payment of overtime, CROZER may at any time either before or after the posting of the schedule, cancel such overtime if CROZER does not need the scheduled overtime assignment, or CROZER may up to seventy-two (72) hours prior to the scheduled overtime assignment substitute with an employee which will eliminate the payment of overtime. CROZER will notify an employee no later than one-half hour after the call-off time when canceling extra time.

3.4. Pre-approved extra days shall not be canceled or overridden in lieu of non-bargaining unit nurses.

#### **4. Guidelines of Extra Day Employee**

An extra day employee shall be defined as a part-time employee who, in response to a request from a Nurse Manager or the Staffing/Scheduling Office, agrees to work extra shifts above his or her normally scheduled work in a payroll period. Under these circumstances the following guideline shall apply:

1. The employee's schedule is clearly marked Extra Day.

2. The Extra Day employee may be canceled up to one-half hour following call-off time by management personnel, or may self-cancel up to one-half hour following the call-off time. If an employee self-cancels after one-half hour following the call-off time, he or she is marked absent.

3. It is the responsibility of the Extra Day employee to call in by one-half hour following the call-off time to determine if he or she is needed in his or her own department. If an employee does not call, it is assumed that he or she will accept reassignment.

4. If an Extra Day employee reports to work without calling and then refuses to accept reassignment, he or she will be disciplined for insubordination, **receiving a final warning** and three (3) day suspension without pay.

5. If an Extra Day employee calls in one-half hour following the call-off time and is told by CROZER that he or she is needed on his or her department and after reporting to duty CROZER informs the department of a need for an emergency reassignment, the Extra Day employee who called in has the option of going home without discipline. If the same employee opts to stay on duty then they become part of the pool for reassignment.

6. An Extra Day employee who cancels the extra day will be prohibited from pre-scheduling within the calendar month of the canceled day. The employee may sign up within the twenty-four (24) hour window.

## ARTICLE 9 VACATION

1. New Hires will not begin to accrue vacation time, personal time or sick time until they have completed their 90 day probation. Employees shall accrue vacation as follows:

a. If hired before July 1 2015 Any regular full-time employee who has completed at least one (1) year of continuous full-time service from the date of employment shall receive fifteen (15) days of paid vacation. A regular full-time employee who has completed eight (8) years of continuous service shall receive twenty (20) days of paid vacation. A regular full-time employee who has completed eighteen (18) years of continuous service shall receive twenty-five (25) days of paid vacation.

b. If hired after July 1 2015 Any regular full-time employee who has completed at least one (1) year of continuous full-time service from the date of employment **excluding the 90 day probationary period** shall receive fifteen (15) days of paid vacation. A regular full-time employee who has completed ten

(10) years of continuous service shall receive twenty (20) days of paid vacation. A regular full-time employee who has

completed twenty (20) years of continuous service shall receive twenty-five (25) days of paid vacation.

- c. Effective July 1, 2015 no employees may accumulate more than two times (i.e. 200%) of their annual entitlement.
- d. Part time employees will have their vacation time amount prorated based on their budgeted worked hours.
- e. For 3 out of 4 weekend positions vacation time will be prorated; 0-7 years = 36 hours, 8-17 years = 48 hours, 18+ years = 56 hours.

2. An employee shall be entitled to take his vacation at any time during the course of the year, provided the work requirements of CROZER permit the scheduling and provided that the employee gives CROZER of his intended vacation dates.

- a. In the department with fewer than ten registered nurses (such as Radiology and the Cancer Center), the 15% standard shall not apply. In such departments, at least one registered nurse shall be entitled to take vacation each day.

On or before January 31<sup>st</sup> of each year, employees, in seniority order, shall submit their vacation requests for the entire year.

Following New Year's Day the unit shall select their pre-approved vacation days during the period of Jan 1 through Jan 31. Nurses will pick in seniority order and shall be given their date by their schedule to make their selection. If a nurse misses their selection time then they shall be skipped and placed at the end of the picking order.

- 3. There shall be no limitation on the amounts of vacation time employees may take during the "high demand" months (defined as Memorial Day through the week after Labor Day and the pay periods encompassing Christmas and Thanksgiving) except in the event that such request exceeds the following non-productive time standards:
  - a. 15% in departments where at least 50% of the staff have greater than 18 years of bargaining unit seniority.
  - b. 12% in all other departments.
  - c. In the department with fewer than ten registered nurses (such as Radiology and the Cancer Center), the 15% standard shall not apply. In such departments, at least one registered nurse may be entitled to a minimum of one (1) week pre-approved vacation.
- 4. On or before January 31<sup>st</sup> of each year, employees, in seniority order, shall submit their vacation requests for the entire year.

5. Following New Year's Day the top third of the unit by seniority shall pick their pre-approved vacation days during the period of Jan 1 through Jan 10, the middle third shall pick from Jan 11 through Jan 21; the bottom third shall pick their pre-approved vacation from Jan 22 through Jan 31.
  
6. Initial vacation requests for time during the "high demand" months (not including the pay periods encompassing Christmas and Thanksgiving) will be limited to three (3) weeks for employees with more than 20 years of seniority, two-weeks for employees with 10 years but less than 20 years seniority and 1-week for all other employees. Employees submitting requests during this initial request period will be notified by February 15th as to whether or not their request was approved. Each nurse submits their request according to order of preference. Thus the greatest preference shall be first, the second preference shall be second and so forth

- a. The goal is to have every nurse on each unit granted one week of vacation during the high demand months.
  - b. If every nurse on the unit cannot take a full week of vacation during the high demand months as defined above, then nurses of 18 years of service will be limited to two weeks in the high demand months by seniority starting with the least senior and working up the list until all nurses have one full week.
  - c. A secondary request period will occur between February 22 and March 1 to select additional vacation time. Those nurses who were denied in the first round will have priority in the second request period. Such request will be approved by March 15<sup>th</sup> in seniority order consistent with the above non-productive time standards.
  - d. The Union agrees that no dispute regarding vacation selection shall be subject to grievance and arbitration except on the single issue of whether the contractual language was followed. If the process was followed, there can be no complaint.
7. In no case will conference time be granted when there is an outstanding request for pre-approved vacation or other paid time off except for mandatory conferences.
  8. Vacation requests submitted on or after March 1 will be granted on a “first come, first serve” basis. In order to better coordinate vacation requests and to encourage cooperation among the staff in the selection of vacation, each unit will post a master vacation calendar for the entire unit which must be utilized for pre-approved requests.
  9. In departments described in “a” above, the vacation/non-productive standard shall be 12% in all other months. The current 10% standard for vacation/non-productive time shall remain in effect for all other than those in the “high-demand” time period described above for departments described in “b” above.
  10. When a legal holiday occurs during a scheduled vacation for a part-time employee who regularly works forty (40) or more hours per workweek, the employee may elect to receive either four (4) hours pay at his/her regular straight time hourly rate or four (4) hours of time off. (See Article 10, Sec. 19).
  11. Vacation pay will be paid on the payday before the start of an employee’s vacation, if requested at least three (3) weeks in advance. **Non-weekend staff who cancel pre-approved vacation must cancel time so that either two (2) or more days remain or zero days remain. If employees are returning vacation time, it must be done prior to the schedule being approved.**
  12. Absences due to established illnesses, maternity leave or injury not exceeding five (5) + weeks shall be considered as time worked in determining the amount of

vacation pay for employees with more than one (1) and up to, but not exceeding five (5) years of service. For employees with service beyond five (5) years, the period shall be thirteen (13) weeks. If such absence extends into an employee's scheduled vacation period, the vacation shall be postponed and another period assigned. If disability due to illness, maternity or injury begins after an employee commences his vacation, the original vacation shall remain in effect. Substantial proof of such illness, maternity or injury must be provided by the employee upon return to work after any absence caused by such illness, maternity or injury.

13. All involuntary absences as herein limited which exceed the aforesaid five (5) or thirteen (13) week period shall not be deemed nor considered as time worked in computing pay, and vacation pay for such employees shall be pro-rated by relating the number of weeks actually worked during the vacation eligibility year to the number of days or weeks such employee would have been contractually entitled to, had he worked the entire vacation eligibility year.
14. Employees working ten (10) or twelve (12) hour shifts shall receive paid vacation by drawing on accrued hours rather than accrued days, such that, vacation days will be taken/paid equal to the number of hours in the employee's normal workday.
15. If an employee is denied his or her vacation time, the employee will have the option of rescheduling his or her vacation time, or in lieu of such vacation time, being paid for such time. If the employee elects to be paid for such vacation time, the time will be subtracted from the employee's accrued vacation time as if the vacation time had actually been taken.
16. If an employee requests pre-approved vacation time, he or she must use vacation days and may not substitute holiday time. If the employee does not have accrued vacation time, the vacation will be denied.
  - a. Vacation requests submitted after March 1<sup>st</sup> will be approved on a "first come, first serve" basis, but will not interfere with vacations already approved during the vacation selection period. Approval shall not be unreasonably denied. Any dispute involving this Section 2 shall not be subject to arbitration.
  - b. An employee may not be pre-approved for any vacation time submitted if that time would exceed their annual vacation accrual.
  - c. An employee may not be pre-approved for any vacation time submitted prior to March 3<sup>rd</sup> if that time would exceed their annual vacation accrual.
  - d. An employee may not use vacation time to relieve them of their Christmas, Thanksgiving, and/or New Year's holiday obligation.

- e. Units that are closed on weekends may consider Friday and Monday as consecutive days for the purposes of vacation requests.
  - f. Nurses who have twenty (20) years or greater seniority may consider the day before and the day after the holiday as consecutive days for purposes of vacation request, unless the holiday falls on a Monday after their weekend to work.
17. For regular full-time employees, an additional paid day of vacation shall be allowed when a legal holiday occurs during a scheduled vacation. When a legal holiday occurs during a scheduled vacation for a part-time employee who regularly works forty (40) or more hours per workweek, the employee may elect to receive either four (4) hours pay at her regular straight time hourly rate or four (4) hours of time off. Employees should consult with their Manager prior to leaving on vacation if a holiday is to occur during their absence to determine when the employee will receive the additional day.
18. Non-weekend staff who cancel pre-approved vacation must cancel time so that either two (2) or more days remain or zero days remain.

**ARTICLE 10 HOLIDAYS**

1. Employees will be granted six (6) paid legal holidays according to the following schedule:

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

2. 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.
3. Full-time bargaining unit employees shall, each January, receive forty-eight(48) hours of personal time; regular part-time RNs 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.

4. Bargaining unit employees who work on Dr. Martin Luther King Day or Presidents' Day will receive time and one half for all hours worked. No compensatory time will be paid and these days will not be considered legal holidays as defined in the contract. These two holidays shall be distributed equitably by the scheduling committees.

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

4a. Work the holiday, if scheduled.

4b. Work his or her regularly scheduled workday preceding and following the legal holiday, except for employee's legitimate illness and CROZER may require a doctor's certificate as evidence

thereof. This does not apply if the preceding or following day is more than four (4) days separated from the worked holiday. An employee who is scheduled to work on a holiday and does not work due to illness or absence will not be considered to have worked in accordance with Article 10, Section 5.

4c. Crozer will allow a new graduate to work on a holiday during their orientation period if the employee chooses to do so.

6. Recognizing that CROZER operates every day of the year and that it is not possible for all employees to be off on the same day, CROZER shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified; however, CROZER agrees to distribute holidays off on an equitable basis. No employee shall be required to work more than three (3) legal holidays per year (September – September). Employees with fifteen (15) to eighteen (18) years of service will be required to work only two (2) holidays, one of which will be Thanksgiving or Christmas. Employees with more than eighteen (18) years of service will be required to work only one (1) holiday which may be of their choosing. Employees with twenty (20) years or more of service shall not be required to work on any holidays, except as called for in section 21 of this Article. In the event any employee is required to work on any of the legal holidays specified herein, he or she shall be paid at the rate of time and one-half his or her regular hourly rate of pay for all hours worked on the holiday, and shall, in addition, receive an additional day off with pay within thirty (30) days of the holiday or an extra day's pay in lieu thereof, as determined by CROZER. The Thanksgiving and Christmas holiday only will be paid at the rate of double his or her regular straight-time hourly rate of pay for all hours worked on these two (2) holidays. On 2:45 p.m.-11:15 p.m. shift December 24 and December 31 and 10:45 p.m.-7 a.m. December 25 and January 1 and Thanksgiving Night 10:45 p.m.-7:00 a.m., time and one-half will be paid.

a. For holiday schedules, schedulers shall staff the unit, including the scheduled pool employees.

7. When needed, seventy-two (72) hours program employees (other than Thanksgiving/Christmas) will be expected to work twelve (12) hours on holidays unless vacation/holiday time can be granted.

8. 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.

9. Thanksgiving/Christmas Holiday - All staff will be scheduled to work either Thanksgiving or Christmas, except as listed in Article 10, Section 5, regardless of the day of the week the holidays fall on. If the number of personnel exceeds the number of staff required, then staff will be relieved of the obligation based on a rotational system starting with the most senior employee, no staff member will be relieved of the obligation a second time until all staff members have been relieved at least once. The system for relieving staff members of a Thanksgiving/Christmas work obligation can be changed or modified by the scheduling committee as long as the system spreads the holiday obligation evenly throughout all staff. Every effort will be made to keep the employee in his or her regular rotation for the



Thanksgiving/Christmas holidays except when there is already an unequal distribution of staff on the holidays in the unit they are transferring into. In units where the staffing patterns are unequal, the least senior person in that unit may have to be moved to the other holiday to meet core staffing.

8a. Employees will not be required to work more than eight (8) hours on either Thanksgiving or Christmas unless it is at their request. If core staffing is met and there is a surplus of staff for either holiday, the staffing committee may grant additional time off. The method for granting additional time off will be decided by the respective staffing committees.

8b. In an employee is relieved of a holiday obligation (ex: due to a surplus of staff) it shall be counted as a worked holiday.

8c. Crozer shall require that supplemental pool nurses work either Thanksgiving or Christmas on a rotational basis as per this section and otherwise be held to all existing standards in this Agreement regarding scheduling on holidays each year as a condition of employment.

8d. When Christmas falls on a weekend, Weekend Program nurses shall be given the choice of working such shifts and may pick first, regardless of their position in the Holiday rotation.

10. If a legal holiday falls on a regular full-time employee's scheduled day off, he or she shall be given another day off with pay within thirty (30) days prior to or after the holiday or pay in lieu thereof at the option of CROZER. A regular part-time employee who works forty (40) hours per workweek or more and who does not work on a legal holiday (either because the employee is not scheduled to work on the legal holiday, or although scheduled, the employee is given the holiday off by management) the employee may elect to receive either four (4) hours pay at his or her regular straight time hourly rate as holiday pay or four (4) hours of time off, provided, the employee works his or her entire last scheduled workday immediately preceding, and his or her entire first scheduled workday immediately following the legal holiday.

11. An employee who is scheduled to work on any holiday and does not work, shall not be entitled to the benefits of this Article unless he or she presents an excuse acceptable to CROZER.

12. The actual holiday shall be the day on which holiday premium pay is paid to those employees who work on that day.

13. For purposes of holiday premium pay only, the holiday shall be observed beginning at 11:00 p.m. on the eve of the holiday and ending at 11:00 p.m. on the day of the holiday, except as defined in Section 5 above.

14. Part-time employees who work less than forty (40) hours per pay period shall receive three (3) paid days per anniversary year to be used as paid time off. These days may be carried over year-to-year but will not be paid out if employment is severed for any reason.

15. CROZER shall pay double the employee's applicable straight time hourly rate for all overtime hours worked on a holiday. No compensatory time off shall be given.

16. Employees working ten (10) or twelve (12) hour shifts shall have their legal holidays, personal days and administrative days converted from days of entitlement to hours of entitlement by multiplying the number of days times eight (8) hours.

17. Employees who work only on weekends may be required to work only on holidays that fall on the employee's scheduled weekend to work, except as defined in Section 9 above and Section 21: "Emergency Thanksgiving/Christmas Staffing".

18. Part-time employees working twenty-four (24) hours or less per pay period may be required to work two (2) holidays per year, one of which shall be either Thanksgiving or Christmas. Part-time employees working more than twenty-four (24) hours per pay period and full-time employees may be required to work three (3) holidays per year, one of which shall be Thanksgiving or Christmas.

17a. Any employee who is scheduled to work on Christmas Day will have Thanksgiving off and will have the following Christmas Day off and work on Thanksgiving.

17b. Every effort will be made to keep an employee in their regular rotation for the Thanksgiving and Christmas holidays except when there is already an unequal distribution of staff for the holidays in the unit they are transferring into.

In units where the staffing patterns are unequal, the least senior person in that unit may have to be moved to the other holiday to meet core staffing.

17c. For purposes of Section 18, 18a and 18b above, when these holidays fall on a weekend, the weekend rotation will prevail. (Applicable to default scheduling only.)

17d. 17d. When Holidays become unbalanced and In units where the staffing patterns are unequal due to nurses leaving the unit the least senior person in that unit may have to be moved changed to the other holiday to meet core staffing.

19. If a request for pre-approved vacation includes a holiday that an employee is not required to work due to length of service or contractual requirements, that holiday will be included in the percentage of vacation time permitted in pay period.

Otherwise, employees not required to work a holiday may request the holiday off in the pay period that the holiday occurs. Depending on the prior requests, they will be granted a paid holiday or have the actual holiday as one of their days off in the pay period. A request for time off may not be used to avoid a requirement to work Thanksgiving or Christmas.

This language does not affect nursing departments that are closed on holidays.

20. When a unit closes in whole or in part, these hours will not be included in the percentage of non-productive time for that pay period.

21. Emergency Thanksgiving/Christmas Staffing

In the unlikely event that either the Thanksgiving or Christmas holidays cannot be staffed using all of the above means (including volunteers and supplemental scheduled pool) the Scheduling Committee or Clinical Director on that floor/unit may declare an Emergency (defined as one below the lowest staffing number on the schedule in the 2 weeks including the holiday), and may then; draw from employees, including weekend staff who have greater than 18 years of service, and schedule employees with eighteen (18) years or more of service but less than twenty eight (28) years of service, using inverse order of seniority, on their same odd/even holiday rotation.

**ARTICLE 11**

**SICK LEAVE**

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

2. Upon completion of the probationary period, full-time employees shall be entitled to paid sick leave earned at the rate of one (1) day for each month of continuous employment retroactive to the date of hire. Part-time employees will have their sick leave amount prorated based on their **budgeted hours**.

For 3 out of 4 weekend positions sick leave will be accrued on a pro-rated basis equaling 27 hours.

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

4. Unused sick leave shall not be paid upon an employee's termination of employment, except in the case of the death of an employee or the retirement of an employee eligible for an early or normal retirement benefit. **There will be no sick bank payout after March 31, 2016.**

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

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

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

8. An employee who reports to work and is advised by CROZER's Employee Health Department to return home must have a work related injury or illness in order to be paid for the remainder of the day. All non-work related causes will be covered with sick time (if available) when the employee is sent home.

8a. The first three (3) instances during a calendar year of an employee being sent home early by Employee Health or their designee due to a non-work related cause will not be considered for loss of time purposes. Subsequent instances during the calendar year will be considered for loss of time purposes.

9. It shall not be the responsibility of any nurse to obtain a replacement for his or her position.

10. An employee utilizing all paid sick leave and who is unable to return to work, shall upon request be placed on unpaid leave of absence in accordance with Article 18, provided, however, the thirty (30) day notice for leaves of absence shall not be required in an emergency.

11. CROZER agrees that lost time for elective or non-elective surgery or hospitalization shall not be counted as an incident for purposes of discipline.

## **ARTICLE 12**

### **LIFE INSURANCE, HOSPITALIZATION PLANS AND DISCOUNT PROGRAMS**

1. The CROZER Employee's Retirement, Disability Insurance, Life Insurance, Hospitalization Plans, Health Program and Discount Programs, currently in effect, will continue in effect for the duration of this Agreement. Except as modified below and in Appendix F.

- a. Eligible nurses who retire or who's employment terminates on or after August 1, 2015 shall have those benefits under the DBP that have accrued as of July 31, 2015 based on the terms of the DBP. Those amounts that are earned prior to August 1, 2015 will be maintained. For those eligible nurses whose benefits in the DBP have not vested the vesting schedule will continue to apply.
- b. Hospital will continue to fund the Defined Contribution Plan ("DCP") in accordance with the terms of that Plan for eligible employees.

- c. Effective August 1, 2015 bargaining unit nurses who participate in the DBP and continue employment beyond that date and otherwise meet the requirements of the DCP shall be enrolled on the DCP on the same terms as those that apply to other participants, including contributions based on base wages and age as follows:

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

- d. The Employer shall have the right to make any modifications with respect to the Defined 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.
2. 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.
3. Contributions for Insurance Premiums Effective January 1, 2021, fulltime and eligible part-time Employees shall pay, twice monthly through payroll withholding, for the Plan selected by Employee as well as the category of coverage, i.e. Employee Only, Employee and Child, Employee and Spouse, Employee and Child(ren) or Family. As defined below:

Employee Bi-weekly Contributions 2021

4. 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
5. 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

- 6. 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.
- 7. 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.
- 8. 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.
- 9. Short / Long Term Disability. Prospect will continue to offer such substantially comparable benefits maintain the current plans for the life of the contract.
- 10. Flexible Spending Accounts – Prospect will continue the flexible spending accounts for the life of the contract.”Tax-sheltered Annuity

CROZER will contribute to the current tax-sheltered annuity plan for each employee a percentage of their contribution to the plan based on the following schedule beginning **July 1, 2015**

Years of Maximum CROZER Service	Maximum Employee Contribution Matched	CROZER Matching Contribution	Rate of Contribution
under 10	\$1000	\$500	50%
10 Plus	\$2,000	\$1,000	50%

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

If during the course of this Agreement, CROZER makes any improvements in the CROZER employee's Tax Sheltered Annuity Program, these improvements will be offered to bargaining unit employees.

**ARTICLE 13 BEREAVEMENT LEAVE AND JURY DUTY**

1. Bereavement Leave - Regular full-time employees, and part-time employees who regularly work forty (40) hours or more per pay period, upon completion of the probationary period, shall be entitled to paid leave as follows:

1a. In the case of a death in the immediate family (namely, the death of a parent, spouse, child, brother, sister or relative residing in

the same household) of an employee requiring the employee's absence from her regularly scheduled assignments, the employee shall be granted a leave of absence up to twenty-four (24) hours within the seven (7) calendar days following the death. Under no circumstances shall the application of the Article result in an increase in the employee's basic weekly salary.

1b. One day of absence with pay will be granted in the event of the death of a grandparent, grandchild, mother-in-law or father-in-law. Employees will be paid eight, ten or twelve hours depending on their regularly scheduled shift.

1c. One day of absence without pay per calendar year will be permitted to attend the funeral of relatives not specified in Sections 1a and 1b above. Such relatives may include but not be limited to cousins, aunts, uncles, brothers-in-law and sisters-in-law. Requests for such unpaid funeral leave will not be unreasonably denied. Approved unpaid funeral leave days will not be included in evaluating the employee's attendance record for purposes of issuing disciplinary action.

2. Jury Duty - All employees who are called to serve as jurors will receive their regular pay less their pay as juror for each regularly scheduled work day while on jury duty. Nurses working the night shift prior to jury service will be given such night shifts off. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the employee's Nurse Manager. Crozer may request that the employee be excused or exempted from such jury duty if, in the opinion of Crozer, the employee's services are essential at the time of the proposed jury service. Employees will not be required to work a partial shift on the day they have jury duty.

#### **ARTICLE 14 GRIEVANCE PROCEDURE**

1. A grievance shall be defined as any complaint, dispute, controversy or disagreement involving one (1) or more employees and CROZER or between CCNA/PASNAP and CROZER 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 a written grievance to his or her immediate manager within seven (7) work days of its occurrence, with a unit representative of CCNA/PASNAP, in an attempt to affect a satisfactory settlement. The manager shall have five (5) days after receipt of the grievance to meet with the grievant and the unit representative or the CCNA/PASNAP and once the

meeting has occurred, ten (10) days to give his or her answer in writing. If no satisfactory settlement is reached the grievant or CCNA/PASNAP may within five (5) days after the manager's answer appeal to Step Two. A grievant in a non-nursing department shall have the right to request a member of Nursing Management to be present at the grievance hearing.

STEP TWO - The grievant and the unit representative or CCNA/PASNAP shall submit the written grievance to the grievant's Department Head or his or her authorized representative. The Department Head or his or her authorized representative shall have five (5) days after receipt of the grievance to meet with the grievant and his or her unit representative or the CCNA/PASNAP and once the meeting has occurred, ten (10) days to give his or her answer. If no satisfactory settlement is reached, the grievant or CCNA/PASNAP may within five (5) days after the Department Head's answer appeal the matter to Step Three. A grievant in a non-nursing department shall have the right to request a member of Nursing Management to be present at the grievance hearing.

STEP THREE - The grievant and the unit representative or CCNA/PASNAP will submit the written grievance to a Human Resource Manager who shall have ten (10) work days after receipt of the grievance to meet with the grievant and the unit representative or the CCNA/PASNAP and once the meeting has occurred, ten (10) days to give his or her answer. If no satisfactory settlement is reached, the CCNA/PASNAP may within thirty (30) calendar days after the Human Resource Manager's answer appeal the matter to Step Four.

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

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

3. The Arbitrator's decision shall be rendered within thirty (30) working 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 the Article, and he or she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

5. Effect of Failure to Appeal - Any grievance shall be considered as settled on the basis of the last answer of CROZER if not appealed to the next step or to arbitration within the time limitations set forth herein.

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 CROZER and CCNA/PASNAP shall be final and binding upon the employee,



employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by CROZER and CCNA/PASNAP shall be final and binding upon all employees and upon any person affected.

7. Computing Time Limitations - Saturdays, Sundays and named holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

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

9. A grievance which affects a substantial number or class of employees and which CROZER'S representative designated in STEPS ONE and TWO lacks authority to settle may be initially presented at STEP THREE within ten (10) working days from its occurrence by the unit representative.

10. The aggrieved and any necessary witnesses after obtaining permission from their Department Head or Nurse Manager shall be permitted to spend reasonable amounts of time during the scheduled working hours in the handling and resolving of grievances under the above procedure without loss of pay.

**ARTICLE 15 SENIORITY**

1. Seniority rights of employees covered by this Agreement are hereby fully recognized by CROZER.

2. Definitions and Application

2a. CKHS seniority shall be defined as the length of time an employee has been continuously employed by CKHS. CKHS seniority shall apply for entitlement to fringe benefits.

2b. Classification seniority shall be defined as the length of time an employee has worked continuously as an RN in the bargaining unit. Classification seniority shall apply for vacation selection, promotion, transfer, layoff and recall.

3. Accrual

3a. An employee's classification seniority shall commence after the completion of his or her probationary period and shall be retroactive to the date of his or her last hire.

3b. 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.

3c. Temporary employees shall have no seniority during the time they occupy the status of a temporary employee, but should any temporary employee become a permanent employee, then his or her seniority shall be retroactive to the date of employment. A temporary employee is one who is hired for a period of up to six (6) months and is so informed at the time of hire and who is hired for a special project or to replace an employee on leave or vacation. The six (6) month period may be extended up to an additional six (6) months or for the length of the maternity leave of the employee being replaced with the consent of the CCNA/PASNAP which shall not be unreasonably denied; however, such employee shall become a member of the bargaining unit after the expiration of the initial six (6) month period.

3d. Upon ratification, any bargaining unit members that may still work a non-benefited position of less than .5 FTE shall accrue classification seniority at ½ the current accrual rate.

#### 4. Loss of Seniority

Seniority shall be broken when an employee:

4a. Quits, resigns, retires, becomes unscheduled PRN or takes a job elsewhere when his or her regular work is available at CROZER.

4b. Is discharged for just cause.

4c. Is laid off for a period of twelve (12) months or the length of an employee's continuous employment, whichever is lesser.

4d. Is absent due to any illness or injury (compensable or non- compensable) for twelve (12) consecutive months.

4e. Fails to report for work following a decision of an arbitrator reinstating an employee who was discharged within five (5) working days after being notified by certified mail, return receipt requested at the last address in CROZER's records.

4f. Fails to return immediately following the end of a leave of absence, vacation or sick leave, without an excuse acceptable to CROZER.

4g. Is employed by another employer during a leave of absence, except for military duty, or when such employment is approved by CROZER.

4h. Fails to return following a disciplinary suspension.

4i. Is absent from work for seventy-two (72) consecutive hours without notifying her Supervisor unless the employee presents an excuse acceptable to CROZER.

5. CROZER agrees to provide CCNA/PASNAP with an up-to-date seniority list upon the execution of this Agreement and said seniority list shall be updated January 1st and July 1st of each year during the term of the Agreement.

6. An employee who leaves the bargaining unit and who maintains continuous service at Crozer, shall have all of their classification seniority restored upon return to the bargaining unit, provided they return to the bargaining unit within two (2) years.

7. Tie Breaker: In the event identical classification dates are encountered when determining the proper order of RN's, a random selection process will be used for each event. The process to be used will be determined by the Nurse Manager and/or the RN's in the unit/department.

#### **ARTICLE 16 LOW CENSUS**

1. Voluntary Low Census Day - In the event a unit is overstaffed and the census is low for an extended period of time, CROZER may offer a Low Census Day (LCD), after all temporary reassignments are made. A nurse may volunteer to take the offered LCD and shall have the option to utilize unscheduled vacation or personal holiday time or take the day off without pay at the nurse's option. Such voluntary low census days shall be offered on a rotational basis beginning with the most senior employee to those nurses who have indicated a desire for such voluntary low census days. The list of such volunteers shall be maintained on each unit similar to how "pull lists" are maintained.

Required Low Census Day - In the event there are an insufficient number of volunteer requests and the census remains low, CROZER may request the least senior RN on the unit(s) to take a LCD on a rotational basis. The rotation list will be maintained on the unit, and the unit will advise the scheduling office of the name of the RN to take a

LCD. The employee may take unscheduled vacation or personal holiday time or take the day off unpaid. After two (2) complete rotations within the unit(s), and the unit(s) are still overstaffed, CROZER shall elicit volunteers for a LCD within the Division. This rotation shall continue for two (2) complete rotations. No nurse may be required to use more than one (1) Low Census Day per pay period unless at the nurse's option. (Consistent with Article 7 section 5). The Hospital and the Union agree to the attached list of functional duties that may be offered on a voluntary basis to staff nurses as a reassignment where they are needed in the Hospital lieu of a low census day.

**ARTICLE 17**  
**Scheduled On-Call**

1. In the event said employee is called to work he or she shall be paid a minimum of four (4) hours at one and one-half the employee's straight time rate for each such call-in.
2. Shift differentials will be paid for each hour worked after 3:00 p.m. and before 7:00 a.m. Shift differential will be paid only for the time actually worked after 3:00 p.m. and before 7:00 a.m. and will not be included in calculating the rate of the four (4) hour guarantee.
3. An employee is required to be available for work within forty-five (45) minutes of notification throughout the on-call period. The employee is not restricted to their residence.
4. Employees must leave a telephone number with the Department Manager or designee where they can be reached at any given time.
5. Employees that are mandated to stay after the end of their shift due to workflow and/or add on cases, and are scheduled on call immediately after their shift shall be paid time and ½ all hours work after the end of their regular schedule shift.
6. If an RN 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 RN is permitted to leave early, the RN may elect to use vacation, banked holiday or personal leave for all hours scheduled but not worked that day.

## **ARTICLE 18**

### **DISPLACEMENT, LAYOFF and RECALL**

#### **1. Notice & Discussion.**

(a) CROZER will give written notice to the affected employees and CCNA/PASNAP 30 days in advance of a displacement and 14 days in advance of a layoff, except in the event of an emergency or act of God, than a lesser notice may be given. When possible, CROZER agrees to meet with the Association in the event of a proposed layoff/displacement to explore the reasons for the action and any possible alternatives, including an early retirement package.

#### **2. Lists.**

(a) Upon notice of a layoff/displacement, Crozer shall immediately freeze all vacant and new bargaining unit positions, and shall present this list to CCNA/PASNAP. CROZER shall also present to CCNA/PASNAP a list of available and suitable vacancies outside the bargaining unit in the Crozer-Keystone Health System from which affected nurses may apply.

#### **3. Seniority.**

- (a) Classification seniority shall determine the bidding priority of affected nurses. In the event two (2) or more nurses have the same classification seniority, CROZER seniority and date of application shall determine bidding priority.
- (b) An employee who has been continuously employed at Crozer-Keystone Health System in a non-bargaining unit job prior to becoming an RN shall have their classification seniority adjusted for purposes of the layoff/displacement in the following manner:
1. More than three (3) years but less than five (5) years shall have one (1) year seniority added,
  2. More than five (5) years will have one (1) year seniority added for every five (5) years of continuous employment.
- (c) In the event of a layoff/displacement all members of the CCNA/PASNAP business committee shall have priority seniority for layoff/displacement purposes, but not for priority bidding.

(d) Nurses who move out of the bargaining unit into a position within the Crozer-Keystone Health System due to a layoff or displacement shall have their classification seniority frozen for a period of three (3) years.

### **1. Comparable Position**

For purposes of this article, a comparable position is a bargaining unit position with the same or comparable hours and the same or comparable benefits status (e.g. full-time benefits or part-time benefits or no benefits).

### **2. Bumping or Placement into a Different Position, Unit, Tower**

While lay-off and displacement and bumping rights are seniority based, any employee who is placed or bumps into a new position (e.g. different position, unit, tower) during a displacement or lay-off must be able to competently, proficiently and efficiently perform the essential functions of the position after basic orientation or become able to competently, proficiently and efficiently perform the essential functions of the different position with a reasonable amount of training. The RN shall be assigned a primary preceptor for their orientation period.

**Training Time** The “reasonable amount of training” shall depend on the individual’s prior experience, education or training, if any, in the same or a comparable position, the differences between the former job and the new position and the nature of the work, competencies and skills necessary to competently, proficiently and efficiently perform the work. Within 90 days of the date of ratification, nursing leadership, after consultation with the Union at the monthly union management meeting, shall develop a standard range of training time required for certain positions based upon the individual’s prior position and experience. This standard shall be communicated to individuals requiring training

**Initial Assessment** When an individual requires training, the educator for the unit will provide a skills checklist. The individual will then complete a self-assessment of their knowledge and skills and give it to the educator. While the standard range for training shall be considered, the actual time necessary may be less or more as determined by an individualize assessment for the nurse’s specific needs by the nurse director in consultation with the primary preceptor and educator for the unit. Once the assessment is made there will be an interview in which the assessment and the anticipated training and training time will be discussed with the nurse.

**Weekly Assessment** Each week the Director, primary preceptor and the educator shall determine the nurse’s progress which shall be documented in the weekly progress evaluation. Validation of competencies shall occur throughout the training and includes director observation of psych- motor skill and testing.

Final Assessment When all identified competencies for the department have been validated and documented in the final orientation progress report the employee shall be released from the training regardless of the time elapsed.

Extensions If the training is taking longer than expected, the supervisor shall meet with the educator for the unit and the primary preceptor and they will extend the training period an additional 30 days if they determine the nurse will become competent, proficient and efficient in performing the new position within that time. The RN shall meet with the primary preceptor and educator for the unit and formulate a plan of action to complete the training. If the supervisor or individual nurse decides to discontinue further training the nurse may take the lay-off with recall rights.

**Required Competencies** - Where an individual in training to be placed or bump into a different position which requires a competency the individual does not possess, Crozer shall provide or cover the cost of the education in that competency.

#### **4. Procedure.**

(a) In the event of a layoff, downsizing or restructuring that results in the permanent loss of bargaining unit position(s) from CROZER, probationary and temporary employees in the affected department shall be laid off first. Remaining employees shall be laid off in reverse order of classification seniority. If a part-time employee who is to be laid off has greater classification seniority than a full-time employee, the part-time employee must be willing to accept full-time employment and must stay in that position for ninety (90) days before bidding on another part-time position.

(b) Step One.

The affected nurses shall be placed in seniority order and they shall;

1. Choose from any of the open positions in the hospital or,
2. The affected nurse may take the layoff or,
3. The nurse may choose to bump the least senior comparable position if available or least senior non-comparable position if no comparable positions are available, in the nursing department group or tower of their choice. They may not choose the individual department, only the grouping. They may only bump someone less senior.

For purposes of this Article, CROZER and CCNA agree that there are certain departments or units that require a substantial amount of unit-specific orientation. Therefore, in such units, including but not limited to the Operating Room, NICU and the other Critical Care Units, the number of nurses without prior experience in such units that

shall be permitted to bump into the unit shall be limited to the greater of one (1) position or ten percent (10%) of the budgeted FTEs in the department or unit. For example, if there are one (1) to fifteen (15) FTEs in a department or unit, then one (1) nurse without prior experience may bump into the department; if there are sixteen (16) to twenty-five (25) FTEs in a department, then two (2) nurses may bump, twenty-five (25) to thirty-five (35) then three (3) nurses, and so forth.

List of related nursing department groups or “towers”:

Group 1: Critical Care	Group 2: Intermediate	Group 3: Med-Surg	Group 4: Maternal Child	Group 5: Other	Group 6: Psych
STU	SDU	1W*	Maternity	Case Mgt	Adult Psych
BTC	3 South/Tele		Peds	Endoscopy	First Steps
NSICU	2S*	2S*	ICN	Cancer Ctr	
ICU	2N		L&D	OR	
	1W*				
CC Pool	Intermediate Pool		Maternal Child Pool	SPU	
ED	IR/ Cardiac Cath			PACU	
EPS Lab	IN				
CC Transport					

(a) Step Two.

1. After Step One selection is completed all bumped nurses will be placed in order of seniority.
2. Those positions will include any existing vacancies plus an equal number (if possible) of comparable bargaining unit positions of the least senior nurses in the bargaining unit. The number of bargaining unit positions shall be equal to the number of bumped nurses, if available. For example, if there are ten (10) bumped nurses and there are ten (10) comparable positions among the vacancies and the least senior nurses in the bargaining unit, the bumped nurses by order of seniority preference shall take the comparable vacancies and bump into the number of comparable positions held by the least senior nurses in the bargaining unit, if available. If enough comparable positions are not available, the least senior of the bumped nurses will bump into a non-comparable position held by the least senior nurses in the bargaining unit.
3. The bumped nurses, in order of seniority, will select from the identified list or take a layoff. The bumped nurse can only choose a position from the list, if she/he has more seniority.

There will be no further bumping upon the completion of Step Two (2) of the procedure.



#### 4. Layoff/Displacement Benefits.

Bargaining unit employees who are laid off with three (3) or more continuous years of classification service shall receive a salary and benefits package, including one week of severance for each year of classification service up to a maximum of twelve (12) weeks. Severance pay will be paid out on a bi-weekly basis until exhausted, unless the employee is recalled to service during the severance period in which case severance pay shall terminate upon the date of recall.

Medical, Dental, Prescription, Life and Other Group Insurance (except LTD) will be continued for current plan participants who are eligible for severance, if they continue to pay their normal employee contribution, as follows:

- a. Three (3) months of benefit continuation will be provided for employees with less than ten (10) years of service, if they continue to pay their normal employee contribution.
- b. Six (6) months of benefit continuation will be provided for employees with ten (10) or more years of service, if they continue to pay their normal employee contribution.
- c. Employees with less than ten (10) years of service, who are displaced from a full time to a part time position and lose their full-time health benefits, shall be entitled to three (3) months continuation of full-time benefits, if they continue to pay their normal full-time employee contribution.
- d. Employees with ten (10) or more years of CROZER service, who are displaced from a full time to a part time position and lose their full-time health benefits, shall be entitled to six (6) months continuation of their full-time benefits, if they continue to pay their normal full-time employee contribution.
- e. Employees who are eligible for the three (3) or six (6) month benefits continuation period in paragraphs (1-d) above may not extend their benefits beyond such period based on the payment, (if any), of terminal vacation or sick benefits.
- f. In the event of a layoff, employees who are to be laid off will have the option of converting to a scheduled PRN position if hours are available. The number of hours available will be equivalent to approximately eighty percent (80%) of the unscheduled PRN hours. If no hours are available, the employee will be offered the option of becoming an unscheduled PRN and will be given priority for filling available extra hours.

- g. As positions become available on the units the employees who have converted to scheduled PRN's as a result of the layoff will be offered positions in inverse order of layoff. Those laid off employees who opted to take "Scheduled PRN" positions shall be recalled by inverse order of layoff as regular positions become available on the units.
- h. In the event a nurse resigns due to layoff or is laid off and is not eligible for severance due to lack of seniority, he/she may apply for unemployment benefits. CROZER will not challenge such benefits.

**Separation Agreement Release and Waiver** Employees signing a Separation of Employment, General Release and Waiver of Reinstatement shall receive an additional (1) week of severance added to the normal entitlement of severance. For example, an employee with twelve (12) years of service normally entitled to twelve (12) weeks of severance would be entitled to thirteen (13) weeks upon his her execution of the aforesaid agreement.

#### **5. Recall Rights/Priority Bids:**

- a. Employees shall be recalled by comparable position in inverse order of a layoff. Probationary and temporary employees have no recall privileges.
- b. A laid off nurse who declines the offer of recall to a comparable benefit position shall forfeit further recall rights and waive re-employment with the benefit of the seniority bridging under this Agreement.
- c. Displaced nurses who move into a comparable position (a comparable position is defined as full time, part time, every weekend, and every other weekend) shall hold a priority bid back to their original unit for three (3) years.
- d. Displaced nurses who move into a non-comparable position will be offered one recall to a comparable position for one year. They may decline this offer and still keep a priority bid to the first available position on their original unit for three (3) years.
- e. Any displaced nurse may bid on posted jobs and this will not affect their right to a priority bid back to their original unit.
- f. Laid off nurses who accept the recall to a comparable position will have a three (3)-year priority bid back to their original unit.
- g. Permanent day positions shall not be considered comparable for purposes of Article 17.

**ARTICLE 18**  
**UNPAID LEAVES OF ABSENCE**

1. Employees having six (6) months or more seniority may apply for a leave of absence without pay for up to a maximum of 6 months provided the employee has at least six (6) months or more of continuous employment and has worked at least 1,000 hours within the twelve (12) months preceding the leave. Notwithstanding the foregoing, every other weekend nurses shall be eligible provided that the employee has at least 12 months of continuous employment and has worked at least 624 hours of service within the twelve (12) months preceding the leave of absence.
2. Requests for a leave must be made in writing with any required documentation in accordance with the Crozer LOA policy and are subject to review and approval. An employee returning from leave shall notify Crozer in writing prior to return date or date of intention to return. Specific provision for FMLA and other particular leaves are set forth below.
3. Crozer shall grant leaves of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA) by providing up to 12 weeks of unpaid, job-protected leave within a rolling twelve month period dating back from the date of leave is requested.
4. To qualify for an FMLA, a person must have been employed by Crozer for at least one year and for at least twelve hundred and fifty (1250) hours of service during the 12 month period immediately preceding the commencement of the leave. The twelve hundred and fifty (1250) hours must be hours that are productively paid and do not include non-productive time such as sick, holiday or vacation time. In determining an employee's eligibility for up to 12 weeks of unpaid, job protected leave and for determining the length of leave the employee is qualified to take, a year shall be defined as a rolling twelve month period dating back from the date the leave is requested.
5. Eligible employees may take FMLA leave for the following qualifying reasons:
  - a. To care for the employee's child after birth or placement for adoption or foster care
  - b. To care for the employee's spouse, child or parent (not in-law) who has a qualifying medical condition.
  - c. For the employee's own serious health condition including any period of incapacity due to pregnancy, prenatal medical care or childbirth that makes the employee unable to perform one or more of the essential functions of the employee's job.
  - d. Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or call to covered active duty status or has been

notified of an impending call or order to covered active duty in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

6. Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as possible and generally must comply with an employer's normal call in procedure. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Employees also must inform the employer if the requested leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the leave.

7. Intermittent FMLA leaves will normally be granted for a specific, continuous block of time. If medically necessary, said leaves may be taken on an intermittent basis or on a reduced work schedule. Where leave must be taken for a planned medical treatment the employee must make reasonable efforts to schedule the leave so as not to unduly disrupt the Hospital's operations.

8. Additional Military Family Leave Entitlement: In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single, rolling 12 month period beginning on the first day an eligible employee takes leave to care for the injured service member. When combined with other FMLA qualifying leave, such may not exceed 26 weeks during the above described single, rolling 12 month period.

9. Non-Statutory FMLA Leave. Upon application, documentation and approval, employees who do not qualify for statutory FMLA leave may take non-statutory FMLA leave for the same reasons identified in paragraph 5 (a-d) if they have at least six (6) months of continuous service and have worked at least 1,000 hours of service within the rolling 12 month period dating back from the date of the leave is requested. Such unpaid non-FMLA leave shall be no more than twelve continuous weeks. The one thousand (1,000) hours threshold for eligibility within the prior 12 months must be hours that are productively paid and do not include sick, holiday or vacation time. In determining the employee's eligibility for up to 12 weeks of non-statutory FMLA leave a year and in determining the amount of leave to which the employee is entitled, the year or 12 months shall be defined as a rolling twelve-month period dating back from the date the leave is requested. To receive leave employees must provide the same notice, documentation and information required in paragraph 6 above.

10. Extensions of FMLA. Upon application, documentation and approval, family or medical leaves may be extended for an additional four weeks for the same reasons identified in paragraph 5 (a-d) subject to notice and submission of appropriate documentation and approval but such approval shall not be unreasonably withheld. When such extension is combined with FMLA and non-statutory FMLA, leave shall not exceed a total of sixteen (16) weeks within the rolling twelve month period dating back from the date the leave extension is requested. If the employee returns within such sixteen (16) weeks, he or she shall be reinstated to their former position, unit and department.

11. Further Extensions for Employee's Own Medical Condition. If an employee on leave is not able to return at the end of the sixteen weeks, due to their own serious ongoing health condition, he or she may request a further extension of unpaid leave including benefits continuation as provided in paragraph 19 below for up to six (6) months within a rolling year dating back from the date the leave is requested. If the employee returns within such six month period, they are not necessarily guaranteed reinstatement to the individual's same position if their position becomes unavailable during the course of 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 bump the least senior comparable employee in the bargaining unit. In the event the employee accepts a vacant position in a unit or department other than the employee's original unit or the employee bumps the least senior employee in the bargaining unit, the employee shall be awarded the first available vacancy in his or her original unit provided the position is to be filled.

12. **Additional Extensions for the Employee's Own Ongoing Serious Medical Condition:** In the unlikely event an employee having received an extension of leave under Paragraph 11 above is not able to return at the end of six (6) months due to their own serious ongoing health condition, her or she may request a further extension of unpaid leave for up to an additional six (6) months. During this last six months of unpaid leave nurses will not be entitled to benefits continuation as described in Paragraph 19. However, nurses would be entitled to COBRA continuation coverage by paying the full cost plus any administrative fee. Furthermore, such extended leave beyond the six (6) months described in paragraph 11 is granted with the understanding that those who return do so subject to the availability of positions. If no positions are available for which the employee is qualified, the employee may return to the next available position for which he or she is qualified. No leave under this article, including any and all extension shall last more than the maximum of 12 months within a rolling year dating back from the date the leave is requested.
13. **Educational Leave:** Upon application, documentation and approval, leave of absence for education purposes shall be granted for up to six (6) months.
14. **Military Leave:** Leave of absence for the performance of duty with the United States Armed Forces shall be granted in accordance with applicable law.
15. **Union Leave:** An unpaid leave of absence for a period not to exceed six months shall be granted for no more than three (3) employees with one or more years of seniority to order to accept a full time position, elected or otherwise with CCNA/PASNAP.
16. **Substitution of Paid Time:** In the case of any leaves of absence, employees must use all but one week of accrued vacation days for any day of leave. In the case of medical leave of absence, it is required that the employee also use any accrued sick day for the absence day. The substitution of paid time for unpaid non FMLA family and/or medical leave or any other leave does not extend the length of the leave and the paid time will run concurrently with the leave.

17. **Return to Work/Fitness for Duty Medical Certifications for Any Medical Leaves:**

Unless notified that providing such certifications is not necessary, employees returning to work from any leaves that were taken because of their own serious health condition must provide medical certification confirming they are able to return to work and the employee's ability to perform the essential functions of the employee's position with or without reasonable accommodation. Crozer may delay and/or deny job restoration until employees provide return to work/fitness for duty certification. Any employee who returns from a leave of absence with sixteen weeks from the employee's last day of work shall be reinstated to their former position, unit and department.

18 **Health Insurance and Group Life Insurance** will be continued up to six (6) months for employee on leave of absence who is 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 in order to stay a member of the plans. Similarly, Group and Optional Life Insurance, which are normally purchased by employees during active employment, can be carried during a leave of absence if the premium is remitted to the Benefits Department on a timely basis. Full time employees on leave of absence will also be covered under the Long Term

Disability Insurance for six (6) months. If an employee's payment is more than 15 days late, Crozer 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 Crozer during any leave, Crozer will deduct the employee portion of the group health plan premium from the employee's pay check in the same manner as if the employee was actively working. After six (6) months, employees may continue on the Medical Center's Health Insurance and Group Life Insurance Plans under COBRA. The full premium must be forwarded to the Benefits Department by the employee in order to stay a member of the plans. If employees do not return to work within 30 calendar days at the end of the leave period unless employees cannot return to work because of a serious health condition or other circumstances beyond their control, they will be required to reimburse Crozer for the cost of the premiums Crozer paid for maintaining coverage during any unpaid portion of the leave.

19. No Earning of Sick, Vacation or Holidays: Sick leave, vacation days and holidays are not earned during a leave of absence. Among other things, this means that legal holidays are not paid during a leave of absence and personal holidays are not accrued during those calendar quarters in which an employee was continually on leave of absence.
20. Six Month Limit: All of the above rights granted to employees returning from leave of absence shall apply only to those employees who return to work within six months from the date of their last day of work.
21. Qualified Individuals with Disabilities: Notwithstanding any of the above provisions to the contrary, the Hospital will engage in an interactive process with qualified individuals with disabilities in an effort to offer them reasonable accommodations that will enable them to perform the essential functions of their jobs, including but not limited to, leaves of absence or leaves extending beyond six months.

## **ARTICLE 19 SABBATICAL**

1. An employee with fifteen (15) years of CROZER seniority will be eligible for a Sabbatical. Sabbaticals will be awarded on the basis of classification seniority. One (1) Sabbatical will be awarded per quarter to a bargaining unit member. Sabbaticals will be at least forty-five (45) calendar days and not more than ninety (90) days of duration.

2. An RN must use all accumulated vacation time and may utilize up to fifty percent (50%) of accumulated sick time, not to exceed forty-five (45) days. Up to twenty (20) unpaid work days may be used as part of the Sabbatical, if there is not adequate sick or vacation time. Upon request, the RN may be paid for all covered time prior to beginning the Sabbatical.

2a. Vacation time will be accrued during any pay period in which there is paid time.

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

## **ARTICLE 20 DISCIPLINE AND DISCHARGE**

1. CROZER shall have the right to discharge, suspend or discipline any employee for just cause after proper investigation by management which may include a review by the Human Resource Department. If CROZER has reason to formerly discipline a Registered Nurse it shall be done in an area away from other employees, patients and/or the public. A Registered Nurse will be afforded the opportunity to be represented by the steward at any time during the disciplinary procedure and should be notified in advance of a disciplinary meeting. In the event of a suspension or discharge, CROZER shall contact the Chairperson of the grievance committee or the president or designee of the CCNA/PASNAP, prior to the disciplinary meeting.

2. If the CCNA/PASNAP desires to contest the discharge or suspension, it shall give written notice thereof to CROZER within ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure set forth in this Agreement commencing with STEP TWO for suspensions and STEP THREE for terminations of the grievance machinery.

3. All time units herein specified shall be deemed exclusive of Saturdays, Sundays and legal holidays.

## **ARTICLE 21 PERSONNEL FILES**

1. All minor infractions on an employee's record shall be cleared after one (1) year, provided that the one (1) year is free of infractions. Minor infractions include oral and written warnings. Suspensions shall be removed after two (2) years, provided that the two (2) years are free of infractions.

2. Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of an employee shall be performed by his immediate supervisor and signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation. Any employee who is



aggrieved by the content of such evaluation shall have the right to pursue the validity of the evaluation through the first three steps only of the grievance procedure provided herein.

3. Any employee or the CCNA/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 the CCNA/PASNAP in writing and the files shall be made available by CROZER within two (2) working days after receipt of such notice. CCNA/PASNAP agrees not to utilize this right in an abusive or excessive manner.

4. No material derogatory to an employee's conduct, work performance, character or personality shall be placed in his or her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he or she has had such an opportunity by affixing his or her signature to the copy of the material to be filed. However, such signature by the employee shall not indicate his or her concurrence in the contents of such material. The employee shall also have the right to submit a written answer to any material he or she finds objectionable and his or her answer shall be placed in his personnel file. Copies of such material shall be furnished to an employee upon his or her written request for same for use in the grievance procedure provided herein.

## **ARTICLE 22**

### **ASSOCIATION ACTIVITIES AND INFORMATION**

1. CROZER will provide two (2) enclosed bulletin boards for the exclusive use of CCNA/PASNAP for the purpose of posting proper CCNA/PASNAP notices. One (1) of the two (2) bulletin boards will be located on the fourth floor.

2. The unit representatives shall be permitted to furnish information, police the terms of the Agreement, process grievances and otherwise perform related matters of mutual concern to the employees and CCNA/PASNAP. The unit representatives shall have sufficient time to perform their duties during working hours without loss of pay. The use of this time shall not be abused by the unit representatives.

3. If a unit representative finds it necessary to leave his or her department and go into another department of CROZER to investigate a grievance, he or she must receive the permission of the Department Head, or immediate supervisor to leave the department in which he or she works and the permission of the Department Head (or Nurse Manager) of the department in which he or she wishes to enter. Such visits shall not interfere with the operation of CROZER. Such permission shall not be unreasonably withheld.

4. CCNA/PASNAP representatives shall be permitted to visit CROZER for the purpose of discussing grievances with the employees or CROZER or for purposes directly related to the Agreement. The office of the Director of Personnel shall be notified

immediately upon entering CROZER. CCNA/PASNAP representatives must have the permission of the Department Head or the appropriate Nursing Supervisor before they can take an employee away from his or her job to discuss CCNA/PASNAP business. Such permission shall not be unreasonably denied.

6. In the event that CROZER hires employees into the bargaining unit who are paid partially or fully through a special or non-budgetary fund (i.e., federal grants), CROZER and CCNA/PASNAP shall meet to determine the application of the provisions of the seniority, layoff, recall, promotions or transfers and job posting articles of this Agreement.

7. CROZER will permit CCNA/PASNAP representatives to meet with newly hired employees within sixty (60) days of the employee's starting date on CROZER premises, but such meeting shall be on off-duty time and be voluntary on the part of the employee.

8. CROZER shall cooperate with the Association in scheduling one (1) four (4) hour period without loss of pay for the Association officers and unit representatives to meet and become familiar with the terms of the agreement. CROZER may send a representative to observe or participate in the meeting.

9. Employees who are elected or appointed to CCNA/PASNAP positions may request planned time off prior to schedules being posted. An emergency leave may occasionally be necessary and may not exceed ten (10) unpaid days per year (September - September). An emergency leave for this purpose is defined as a request made after the schedule is posted. When an employee takes emergency leave the employee is responsible for finding a replacement and may utilize part-timers, weekend and PRN employees as the replacement.

The employee taking the emergency leave may utilize available holiday or vacation time for pay purposes. Absences will not be considered for calculation of excessive loss of time.

10. CCNA/PASNAP officers and members elected to the negotiating team will be entitled to two (2) unpaid days off prior to formal negotiations. There will be no requirement for the requesting CCNA officer or elected negotiating team members to find replacements if the request is made at least ten (10) calendar days prior to the requested days

11. CROZER will provide CCNA/PASNAP fourteen (14) days advance notice of any monetary assessments prior to implementation.

12. Effective Sept 1, 2015 all professional staff nurses shall be provided with navy blue uniforms, except that Pediatric Nurses may wear "child friendly" jackets or scrubs. All uniforms shall be in the styles and types designated by the nursing office.

- a. Management will provide a vendor and employees will be provided an opportunity to meet with representatives of the vendor to be measured and select uniforms.
- b. Management will provide three (3) sets of uniforms to full-time employees all other staff nurses will receive two sets of uniforms.
- c. A uniform will include a scrub top, scrub pant, jacket, and lightweight long sleeve shirt for under the scrub top.
- d. Since the hospital is providing and paying for the designed uniforms and replacement uniforms as appropriate, this agreement shall eliminate any prior provision of a uniform allowance
- e. In all instances, nurses shall be required to wear designated uniforms and adhere to the dress code of the hospital. Nurses may purchase additional uniforms from a vendor of their choice as long as they are navy blue and the navy matches the hospital provided sets.
- f. Each year the hospital shall pay each employee \$300 on their anniversary date for their uniform allowance.

## ARTICLE 23 INSERVICE EDUCATION

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

1a. Nurses in the bargaining unit are required to attend mandatory in- services yearly.

1b. Nurses in the bargaining unit will be required to attend courses and classes as judged by CROZER as necessary to qualify the employee for assignment to a specific nursing unit.

1c. Whenever possible, in-service education will be repeated to provide access for nurses on all shifts.

1d. Nurses in the CCNA/PASNAP Bargaining Agreement may participate in any in-service education planned by CROZER for staff nurses, but will not be compensated for optional in-service education occurring on off-duty hours.

1e. In-service schedules will be posted on a monthly basis on all Nursing Units. CROZER will give as much notice as possible of all cancellations.

1f. Non-mandatory conference time will not be granted if paid time off exceeds 10% at any time.

2. Professional Leave. In accordance with present practice, employees shall be permitted to attend educational seminars and workshops; the opportunity to attend shall be equitably distributed. Programs approved for C.E.U.'s or Contact hours by ANA, CCNA/PASNAP and organizations accredited by ANA shall be considered acceptable programs. However, such programs shall not include organizational, membership or collective bargaining activities, business meetings of CCNA/PASNAP or formal academic courses.

3. CROZER will, effective July 1, 2005, budget fifty five thousand dollars (\$55,000) per fiscal year from which to reimburse employees in the bargaining unit for costs incurred for attending approved continuing education conferences. Guidelines for payment and amounts shall be determined in CCNA/Management.

## **ARTICLE 24 POSTING AND TRANSFERS**

1. CROZER will endeavor to post vacancies as soon as it becomes aware of them for all available positions in the bargaining unit on the appropriate bulletin boards. Posting will include required qualifications. Available positions are defined as twelve (12) hour weekend positions (see Appendix B) and/or positions of twenty (20) or more hours per week. Full-time vacancies must be posted as either full-time or as two (2) twenty (20) hour per week positions.

The posting shall remain for a minimum of ten (10) calendar days prior to the filling of such positions. In general, postings will occur on Friday but all job postings will remain posted until such time that two (2) weekends have passed to allow part-time and weekend employees to see the postings. CROZER shall consider such applicants in accordance with length of service and qualifications. Where qualifications among employees are relatively equal, the employee with the most classification seniority shall be awarded the position. The employee must accept or decline the position within three (3) working days of personal contact with the manager or the employee forfeits the position. Except in the case of mitigating circumstances, employees must move into positions when they bid on and are accepted into a position. Positions will not be awarded to outside applicants unless no qualified employee applies for the position. All positional applicants shall be notified in writing as to their acceptance or non-acceptance to the posted position within a reasonable time.

In the event of transfers, the transferring employee must be transferred within sixty (60) days of the end of the posting period. All available CCNA/PASNAP positions will be posted on CCNA/PASNAP bulletin board and will be updated on a monthly basis.

2. Classification seniority shall determine the bidding priority of nurses. In the event two (2) or more nurses have the same classification seniority, hospital seniority and date of application, shall determine bidding priority.

3. Nurses who bid on a new position while on Medical, Family or Personal leave may be granted the position provided they submit a return to work date which may not which may not exceed sixteen (16) weeks; or within sixty (60) days of the expiration date of the job posting, whichever is later.

4. Nurses who bid on a new position while on Educational leave or sabbatical may be granted the position provided they are prepared to return to work within sixty (60) days of the expiration date of the posting.

5. Available hours on each unit will be provided to the CCNA/PASNAP local president on a monthly basis. Part-time employees on the nursing unit may request to absorb the available hours under twenty (20) hours but may not absorb hours or positions and become full-time. Available hours of twenty (20) or more shall be posted. If there are no bidders the hours may be divided. The provision of this section will continue to be liberally construed by the hospital when operations allow. Crozer will not implement the terms of this section in an arbitrary manner.

6. Permanent Positions - CCNA members bidding on and accepting a permanent off-shift position must remain in the position for a minimum of six (6) months (not including orientation) prior to requesting change to a rotating status. This does not affect the ability to bid on another posted position.

7. Employees bidding on and accepting a position in a specialty unit, including critical care, perioperative and maternal-child positions must remain in the position for a minimum of three (3) months after the conclusion of the unit's orientation and training period.

The above shall not apply if, after thirty (30) days in the new position, by mutual agreement with the nurse manager, the employee believes that continuing in the position would not be in their interest or in the interest of Crozer.

## ARTICLE 25 SHIFT DIFFERENTIALS

1. Shift differential for rotating shift employees shall be two dollars and fifty cents(\$2.50) for the evening shift and three dollars (\$3.00) for the night shift. Shift differential for permanent shift employees shall be three dollars (\$3.00) for the evening shift and four dollars and fifty cents (\$4.50) for the night shift.

2. Shift differential shall be paid for the regularly scheduled shifts 3-11 (2:45 p.m.-11:15 p.m.) and 11-7 (10:45 p.m.-7:00 a.m.). No shift differential shall be paid to an employee who works the normal 7-3 (6:45 a.m.-3:15 p.m.) day shift. Employees who work shifts different from the usual three shifts, such as, 9:00 a.m-5:00 p.m., will be paid the shift differential for each hour worked after 3:00 p.m. and before 7:00 a.m. Employees working ten (10) or twelve (12) hour shifts shall be paid the shift differential for each hour worked after 3:00 p.m. or before 7:00 a.m.

3. Employees who work in an area where the operational hours for day shift are other than 6:45 a.m.-3:15 p.m., will not receive shift differential until they have worked one (1) full hour after 5:00 p.m. or before 7:00 a.m.

4. In the case of employees who work permanent 3:00 p.m.-11:00 p.m. or 11 p.m.-7 a.m. shifts only, shift differential shall be included in the employee's hourly rate for purposes of calculating vacation, holiday and sick leave pay. In the case of employees who work permanent shifts for which shift differential is paid for the entire shift, shift differential shall be included in the employee's hourly rate for purposes of calculating vacation, holiday and sick leave pay.

Regular (non-weekend program) nurses who work a weekend shift shall receive a weekend differential of \$3.00 per hour added to their base rate, as well as any applicable shift differential.

#### **ARTICLE 26 TEMPORARY REASSIGNMENT**

1. In the event patient care needs necessitate an employee to be temporarily reassigned to a unit other than that to which the affected employee is normally regularly scheduled, Crozer shall first utilize PRNs who regularly float to fulfill the need. Second, the supplemental pool staff shall be reassigned. If neither is possible, Crozer may then reassign employees from other units. Employees temporarily assigned to another unit will perform duties customarily performed by an RN. Temporary reassignment shall be rotated as equitably as possible.

Temporary reassignments shall be equalized based upon each instance of reassignment regardless of the number of hours of such reassignment. CROZER shall keep a record of temporary reassignments including the name of the employee and date of reassignment.

2. Whenever possible, an employee transferred to a unit shall not be required to be in charge.

3. Employees who are new graduates will not be temporarily reassigned from one unit to another during the first one hundred twenty (120) days of employment.

4. Except in case of an emergency, no employee will be reassigned more than once per shift and no employee will be reassigned while on overtime, unless the employee agrees.

5. If an employee is reassigned to another unit and if the situation on the employee's regular unit changes after the time of the reassignment so that an employee must be assigned to cover the unit, the employee will be sent back to his or her regular unit.

6. If the Nurse Manager or Nursing Supervisor decides that the employee who has been temporarily reassigned is not needed on the unit, the employee shall be returned to his or her unit immediately.

7. In the event that an employee is not needed in the nursing department, the employee will be offered the option of working her shift or of taking the day off as a paid leave day or without pay at the employee's option.

8. There shall be no pulling back to work during conference time, unless the conference is canceled.

9. In the event CROZER requires an employee to be temporarily reassigned to another unit, the employee will be paid five dollars (\$5.00) per hour in addition to the employee's applicable rate for the shift or shifts of assignment.

9a. Employees can only be reassigned one (1) time in a shift, unless the employee chooses multiple reassignments.

10. CROZER will not temporarily reassign an RN and replace that RN with another RN, unless in case of an emergency it is necessary to achieve a specialized skill level in a unit that can't be achieved by either moving a single employee or securing a qualified volunteer for overtime.

11. No employee will be reassigned for more than eight (8) hours, unless the employee agrees.

12. Reassignment will be divided as follows:

12a. Reassignment to similar practice areas:

Personnel reassigned to like or similar areas, for example ICU to CCU, will be expected to function as a regular member of the staff. There is specialty care in all units which reassigned personnel will not be expected to perform.

<u>Critical Care</u>	<u>Intermediate</u>	<u>Med-Surg</u>	<u>Mat-Child</u>	<u>Psych</u>	<u>Other</u>
ICU	SDU	1W	Maternity	Adult	OR
STU	TELE	2S*	Peds		SPU
BTC	2S		ICN		Case Mgt
NSICU	2N		L&D		Endo
ED	Intermediate		Maternal		Cancer Center
CC Pool	Pool		Child Pool		PACU
EPS Lab	IR/Cath Lab				
CC Trans					

RN's in the intermediate units will be expected to fully function in the medical/surgical areas. RN's reassigned from the med/surg units to the intermediate units will be expected to take a non-monitored assignment. RN's reassigned from critical care to intermediate units will be expected to take a full monitored assignment.

12b. If an employee is reassigned to a sister unit, or has volunteered to take an assignment on a non-sister unit, he/she will not be responsible for another reassigned RN or LPN, unless there are an insufficient number of unit RN's to be designated as a team leader.

The following shall be deemed a closed unit: Operative Suites  
Labor and Delivery

Nothing in this agreement will limit the ability of RN's in closed units to volunteer for temporary reassignments throughout the Hospital.

12c. Reassignment to the E.R.:  
RN's reassigned to the E.R. will be given assignments on a task-oriented basis.

12d. Nurses in Critical Care may only be reassigned to a Critical Care unit or an Intermediate Care unit.

12e. Nurses in Intermediate Care may only be reassigned to a sister unit or Medical-Surgical unit.

12f. Nurses in Medical-Surgical may only be reassigned to a sister unit or to Intermediate Care.

12g. Nurses in Maternal-Child may only be reassigned to their sister units.



12h. Nurses in Psychiatric Care departments may only be reassigned to sister units. Units that are not mentioned have minimal reassignment activity and, therefore, will be addressed on an individual basis.

13. If RN sick calls on a nursing unit are 50% or greater than the scheduled staff for that shift, management reserves the right to reassign from a non-sister unit if necessary.

13a. In the event that an RN is reassigned to a non-sister unit or is not familiar with the general practice of this unit, the RN will perform functional nursing duties and will not be responsible for total patient care.

## **ARTICLE 27 TEMPORARY CLOSING**

1. In the event a nursing unit is temporarily closed for a period of up to one hundred twenty (120) days, nurses will be given the following options:

1a. Be assigned to another unit based on classification seniority;

1b. Be assigned to a clinically comparable unit in an over hire position based on seniority to a maximum of three (3) employees per unit; and,

1c. Be assigned to the Scheduled PRN Pool and be paid a differential of five dollars (\$5.00) per hour along with their applicable rate per shift assigned.

2. Ten (10) and twelve (12) hour employees can be reassigned for the entire shift provided that the employee is reassigned to only one department during the ten/twelve (10/12) hour shift. If reassignment is to occur from the department where the RN from a closed unit was reassigned, that RN is exempt from further reassignment.

## **ARTICLE 28 TUITION REIMBURSEMENT**

1. 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 50% of tuition up to a maximum of four thousand dollars (\$4,000.00) per

year (September 1-August 31). Employees will be paid by CROZER 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.

2. Courses which are approved are those which an employee takes towards a Bachelors' or Graduate Degree in Nursing or 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.

3. CROZER agrees to pay for a certification examination in a specialty field (including but not limited to Medical/ Surgical, Intensive Care Unit, Emergency Department, Operating Room, Maternity, Burn Treatment Center, Renal, Oncology, Cardiology, etc.) until the examination is successfully passed.

The following units must have one hundred percent (100%) STU - certification:  
BTC - ER

A nurse must take the exam for the first time between their second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year. If the exam is not passed, the nurse needs to pass the exam by the completion of their fourth (4<sup>th</sup>) year.

4. If a nurse who is already certified fails the recertification, that nurse will have one (1) year to pass the exam. If not passed within that year, the nurse must then transfer to another unit.

5. CROZER agrees to prepay tuition for courses meeting the requirements set forth in this Article 28. If the employee cannot provide evidence of a passing grade, tuition will be repaid to CROZER through a payroll deduction at a rate acceptable to both the employee and CROZER.

6. CROZER agrees to pay a one (1) time certification payment of five hundred dollars (\$500.00) for any RN who is certified or becomes certified in a specialty field. New RN's that have obtained certification in specialty fields while employed at another institution will be paid three hundred dollars (\$300.00) following the completion of the employee's probationary period. A recertification bonus of five hundred dollars (\$500.00) will be paid for any RN who recertifies in a specialty field. An employee may not receive more than one certification/recertification bonus every three (3) years.

## ARTICLE 29 SCHEDULED PRN NURSES

1. Scheduled PRN Nurses at CROZER shall receive two dollars and fifty cents (\$2.50) per hour added to their rate. To be eligible for the differential, scheduled PRN Nurses must:

- 1a. Be available to float from unit to unit, including within the same shift, if needed.
- 1b. Work the days scheduled by CROZER to meet the needs of CROZER provided such schedule is not inconsistent with other provisions of this agreement.
- 1c. Be assigned to work in a particular unit by the nursing office based upon the needs of CROZER.

## **ARTICLE 30 WEEKEND PROGRAM**

The initial postings of the weekend program shall be the 0.6 FTE positions below:

- 2N - 1 rotating/ 1 pm
- 2S- 1 rotating / 1 pm
- 1W - 1 rotating / 1 pm
- STU - 1 rotating / 1 pm
- GNI - 1 rotating / 1 pm
- ICU - 1 rotating / 1 pm
- SDU - 1 rotating / 1 pm
- Tele - 1 rotating / 1 pm
- Detox- 1 rotating / 1 pm
- Psych 1 rotating / 1 pm
- L&D 1 rotating / 1 pm
- Maternity- 1 rotating / 1 pm
- CM – 1 (12 hour day)
- ED 1 rotating / 1 pm
- 1N - 1 rotating / 1 pm
- ICN 1 rotating / 1 pm
- OR 1 rotating / 1 pm
- Burn 1 rotating / 1 pm
- CC Pool 1 rotating / 1 pm
- General Pool 1 rotating /1pm

1. The weekend positions shall be initially offered to the current employees of the unit. If after the initial bidding process the positions have not been filled, then the open weekend positions shall be posted according to Article 24, if the FTE are available.

a) If there are no applicants for the .6 FTE positions the employer may post two .3FTE positions.

b) The hospital's goal is to create additional weekend positions during the life of the contract to reach the level below (or more, provided the schedules and needs of the hospital are met).After the initial program launch, when the need arises, the employer may post weekend positions as determined by management after consultation with the scheduling committee on the unit. The Employer will follow the procedures contained in Article 24 (Posting and Transfers).

- 2N - 4 rotating/ 4 pm
- 2S- 4 rotating / 4 pm
- 1W - 4 rotating / 4 pm
- STU - 2 rotating / 2 pm
- GNI - 2 rotating / 2 pm
- ICU - 5 rotating / 5 pm

- SDU - 4 rotating / 4 pm
- Tele - 4 rotating / 4 pm
- Detox- 2 rotating / 2 pm
- Psych 3 rotating / 3 pm
- L&D 2 rotating / 2 pm
- Maternity- 2 rotating / 2 pm
- CM – 1 (12 hour day)
- ED - 5 rotating / 3 pm
- 1N - 2 rotating / 2 pm
- ICN 3 rotating / 3 pm
- OR 1 rotating / 1 pm
- Burn 2 rotating / 2 pm
- CC Pool 2 rotating / 2 pm
- General Pool 2 rotating /2 pm

2. This will not increase the total of FTE's per unit, rather employees will bid into these positions and their full time or part time positions will not be posted.

3. The bidding practice shall be as follows:

- a) For the initial positions, using formula in number 1, the positions shall be posted for ten (10) days on the unit, and awarded to bargaining members by seniority.
- b) Creation of new weekend program jobs will be at the discretion of the manager after a discussion with the Scheduling Committee.

4. Weekend nurses shall work twelve (12) hour shifts. The weekend schedule begins Friday at 6:45 PM and ends on Monday at 7:00 AM.

5. Benefits: .6 weekend nurses shall receive full-time health and welfare benefits, and .3 nurses shall receive part-time health and welfare benefits.

6. Twelve (12) hour "weekend and every other weekend" employees shall accrue vacation on the following schedule:

Every Weekend Employees

- 0-7 years CROZER seniority 48 hours vacation
- 8-17 years CROZER seniority 72 hours vacation
- 18 years or over of CROZER seniority 96 hours vacation

¾ Weekend Employees

- 0-7 years CROZER seniority 36 hours vacation
- 8-17 years CROZER seniority 48 hours vacation
- 18 years or over of CROZER seniority 60 hours vacation

Every Other Weekend Employees

- 0-7 years CROZER seniority 24 hours vacation
- 8-17 years CROZER seniority 36 hours vacation
- 18 years or over of CROZER seniority 48 hours vacation

7. Weekend nurses 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.

8. If an RN categorized as a "weekend nurse" works a weekday shift, the RN shall be paid the applicable base hourly rate.

9. All annual increases provided in the CBA shall also apply to a weekend RN's base hourly rate.

10. Vacation coverage for weekend program nurses will be the responsibility of the scheduling committee and management not on the employee.

11. Payment during orientation period:

a. New hires shall be paid at the five (5) year rate.

b. In-house transfers shall remain at their current rate.

After the orientation period is over, all of the above will advance to the weekend rate.

12. Extra Days: Twelve (12) hour weekend employees will be paid at the rate appropriate based on the schedule outlined in Appendix "A" above. In addition, they will be paid the applicable shift differential.

Open - bonuses

(1) When a weekend RN does an even switch of shifts with a regular staff RN, the W/E RN will be paid the weekend rate for the day he or she worked during the week. In the event that the W/E RN picks up a weekend day as an extra day, the day which was worked during the week would not be paid at the weekend rate, but instead will be viewed as the extra day and paid at the applicable rate and bonuses when applicable.

(2) When a W/E RN works an extra day on the weekend, the weekend rate will be paid for that extra day. The extra day bonus will not be paid. An extra day bonus will not be paid for any hours paid at the weekend rate.

13. Conference Time: Mandatory conferences will be paid at the applicable regular rate. Non-mandatory conferences will be paid at the rate appropriate. Weekend program employees who work a legal holiday will receive compensatory time equal to the number of holiday hours worked. This time will be granted in accordance with established unit scheduling guidelines.

14. Vacation Bank Cash Out: Employees may elect to cash out their vacation bank prior to starting the twelve (12) hour weekend program. The bank will be paid out at the employee's non-weekend rate. Employees transferring from the weekend program to a regular (non weekend) position may cash out their bank of vacation earned as a weekend employee at the appropriate rate. Employees transferring into the weekend program from a regular (non-weekend) position or vice-versa may access the vacation and sick time banks accrued in the regular position at the appropriate rate.

15. With the exception of Christmas and Thanksgiving New Years, holidays that fall on a weekend MUST be worked by the weekend people if it falls where they are scheduled. They will be paid time and one half the applicable rate. For purposes of requirement refer to Article 10, Section 5.

(a) W/E RN's working over the Christmas or Thanksgiving New Year Holiday will be paid the weekend rate in order to ensure that they receive their guaranteed hours for that week.

(b) Nurse Managers will not convert two (2), twelve (12) hour weekend shifts into three (3), eight (8) hour shifts over the holidays unless the weekend RN agrees to the conversion.

16. Christmas and Thanksgiving Holidays: All staff will work either Christmas or Thanksgiving, regardless of the day of the week the holidays fall on. If the number of personnel exceeds the number of staff required, then staff will be relieved of the obligation based on a rotational system starting with the most senior employee, with no staff member being relieved of the obligation a second time until all staff members have been relieved at least once. The system for relieving staff members of a Christmas Thanksgiving work obligation can be changed or modified by

the scheduling committee as long as the system spreads the holiday obligation evenly through all staff.

17. Overtime: When a weekend RN works more than forty (40) hours in a work week, overtime will be applied to hours which triggered the overtime. If the overtime hours occur on a weekday, the overtime

will be paid at one and one half times the applicable rate. If the overtime results from hours worked on the weekend, the overtime will be paid at one and one half times the weekend rate.

18. A weekend RN may opt to work Friday 6:45 p.m.-7:00 a.m. in lieu of either their Saturday or Sunday twelve (12) hour shift. The weekend RN will then be responsible for finding coverage for the twelve (12) hour shift vacancy that results on either Saturday or Sunday. This is an exception to the rule restricting switches after the schedule has been put out (Article 7).

19. Weekend staff may take a conference day as an extra day provided it falls within the ten percent (10%) and does not exceed the maximum number of shifts allotted based on the budgeted FTE's.

20. Weekend staff may go to a conference during the week (at the weekend rate) but must take eight (8) hours off of weekend hours provided it falls within the ten percent (10%) and does not exceed the maximum number of shifts allotted based on the budgeted FTE's.

21. Part-time staff may go to a conference on their scheduled day to work provided it falls within the ten percent (10%) plus one (1) shift and/or does not exceed the maximum number of shifts allotted according to the budgeted FTE's.

22. Mandatory conference days will be excluded from this language.

### **ARTICLE 31**

#### **STAFFING AND PROFESSIONAL DEVELOPMENT COMMITTEE**

##### **1. Staffing and Professional Development Committee**

a. Establishment of Committee. Crozer agrees to establish a Staffing and Professional Development Committee consistent with the following terms.

b. Intent. Crozer-Chester recognizes the responsibility of the Staffing and Professional Development Committee (SPDC) to review and make recommendations regarding staffing and recruitment and retention strategies for Crozer-Chester Medical Center and to encourage certification and advanced education for its incumbent nurses. This committee will exclusively focus on staffing and professional development at Crozer Chester Medical Center.

c. Membership The SPD Committee shall elect a Chair (and may elect from one of the unit representatives a co-chair). Crozer shall designate an Administrative Director of

Nursing as Management Co-Chair. In addition to the President of CCNA or designee, there shall be one staff nurse from each unit covered by this Agreement elected by the staff RN's on that unit. The results of such elections shall be reported to the CNO or his/her designee each June to commence their two (2) year term in September.

d. SPD Committee Chair and Co-Chair These nurse leader(s) will be compensated for four (4) hours of preparation time for each scheduled meeting.

e. After Ratification of the contract, half (½) the committee shall be up for election. In subsequent years

the opposite half will be up for election.

f. Meetings. The committee shall meet six times per year, excluding July, August and September and may add or cancel meetings by mutual agreement of both parties. No more than one (1) representative from each unit shall attend each meeting, excluding the Chairs and one additional employee, if needed, to assist a party in presenting any issues. More than one additional employee may assist a party if the parties mutually agree. Meeting times shall be reasonable and set by mutual agreement of the parties. Employees who attend shall be compensated eight (8) hours.

g. The Committee Secretary (appointed by the co-chairs) will use the Committee's agenda template to document agenda items. Agenda items for the next upcoming meeting will be decided by members at the end of the current meeting and emailed to the members by the secretary after the current meeting along with the current meeting minutes. The Committee secretary will be compensated for 1 hour of time for each meeting.

h. The Employer shall make reasonable efforts to arrange coverage to facilitate Staffing and Development Committee member's attendance at Staffing and Development Committee meetings held while on duty.

i. Parties' Agenda. At least seven (7) days prior to any such meeting, each party shall submit its agenda to the other with a list of the representatives who will attend.

j. Objectives. The objectives of the SPD Committee shall be:

k. To make recommendations to the Administrative Director concerning staffing and professional development.

l. To review, investigate and discuss all staffing concerns with the Administrative Director or his/her designee.

m. To participate in developing recruitment and hiring strategies to enhance the professionalism of the nursing practice.

n. To review and make recommendations concerning the Clinical Excellence and Advancement Program.

o. The Administrative Director shall respond in writing within 30 days, except for good cause, upon receiving recommendations from the SPDC.

p. Information. Reasonable requests for information relevant to staffing will be granted in a timely manner. All parties agree to not disclose confidential hospital records including proprietary NDNQI benchmarking data.

q. Limit on Authority. The SPD Committee shall have no authority to make Budgetary or financial decisions impacting the Medical Center nor shall it have authority to amend, revise or add to the Collective Bargaining Agreement. SPD meetings or agenda shall exclude pending or potential grievances and none of the matters before the SPD Committee shall be subject to the grievance or arbitration provisions of this agreement. Similarly, such meetings entertain contract issues or issues of contract interpretation. No recommendations, decisions or actions or any other outcomes of this meeting shall have the effect of amending the Agreement or establishing any policy.

## **2. Unit Based Councils**

The Union and the Employer support the concept of shared governance. Unit based staffing councils shall be composed of work area staff and management representation. They will meet two (2) hours per month, or more frequently as mutually agreed by the parties.

a) Unit based councils will work with their nursing leadership to operationalize the approved resources

b) Unit based council meetings shall be at times so that off shift and weekend employees may attend.

c) If a solution cannot be found on their units Unit Based Council concerns may be brought forward to the Staffing and Professional Development Committee.

d) Employees who attend Unit Based Council meetings while not scheduled to work shall be paid non-care hours for time spent at the meetings.

e) Unit Based Council chairs shall receive two (2) hours of non-care pay in order to prepare for these meetings.

## ARTICLE 32

### 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, CROZER and CCNA/PASNAP shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement provision.

3. CROZER and CCNA/PASNAP acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, CROZER and CCNA/PASNAP, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement (except as provided for in the Grievance Procedure herein) or with respect to any subject or matter not specifically referred to or covered in this Agreement, whether or not such subject matter was within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.



## ARTICLE 33

### HEALTH AND SAFETY

1. In the event an employee informs CROZER of their need for reasonable accommodation under the Americans with Disabilities Act (ADA) the employee may request a meeting with the Employer and have a CCNA/PASNAP representative present, subject to completing a confidentiality waiver. The meeting will be held with both parties in an attempt to identify a mutually agreeable reasonable accommodation. If mutual agreement cannot be reached, the parties may pursue their contractual or legal rights, as appropriate.
2. CCNA/PASNAP shall have the right to have a member sit as part of the Hospital Safety Committee. The union shall submit a list of three names to the hospital, and the hospital shall select a member from the list of three. The employee shall not lose time nor pay as a result of attending committee meetings.
3. In the interest of promoting workplace safety and preventing workplace violence, the Hospital has created a multidisciplinary Workplace Safety Committee to review workplace safety incidents and discuss programs and practices to prevent safety incidents, including but not limited to those related to workplace violence caused by patients, visitors or employees. The Union may assign one member to the Workplace Safety Committee. Such employee shall not lose time or pay as a result of his/her participation with the committee.
4. 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.
5. The Hospital will continue to develop and implement programs to prevent violence against staff, including:
  - a. Scheduling and mandating attendance at workplace safety in-service programs, including but limited to identifying potentially violent situations, de-escalating violent and assaultive behaviors by patients or others, implementing panic alarms and other steps to prevent and respond effectively to violent situations.
  - b. Continue to maintain and regularly check panic buttons and other protocols for quick and efficient response to staff calls for assistance. When such panic buttons are activated, the Hospital agrees there will be an in-person response to such calls.
  - c. Maintain a clear code of conduct for patients and family members/visitors, including a statement of the Hospital's prohibition on weapons, concealed or otherwise and including the Hospital's Violence in the Workplace Prevention Policy, which prohibits employees, visitors and patients from engaging in violent and/or threatening behavior.
  - d. A protocol for reporting violent or potentially violent incidents to the Hospital and law enforcement.

- e. The Hospital through the Assistant Vice President of Risk Management or her designee will continue to provide support and assistance to nurse who wish to file complaints against patients or visitors who engage in assaults or other criminal behavior against them.
  - f. Through the Employee Assistance Program the Hospital will continue to offer support and counseling to employees who have experienced threats or violence from patients, visitors or others while at work.
  - g. A protocol whereby nurses shall continue to be required to immediately and accurately report to management and document safety incidents, including threats or acts of violence.
  - h. Incident reports shall be provided to the Hospital Workplace Safety Committee for review and discussion and for the purpose of further developing effective prevention policies and practices.
6. 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 34**

**MONTHLY UNION-MANAGEMENT MEETING**

1. Representatives of Crozer's Management Committee and CCNA/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. No more than six (6) representatives from each party shall attend. In addition to the PASNAP staff representative, each party may invite two additional employees, if needed, to assist a party in presenting any issues. More than two additional employees may assist a party if the parties' mutually agree. Such meetings will be conducted on the third Wednesday of the month at a reasonable time, as agreed upon by the parties.
3. At least seven (7) days before the meeting CCNA/PASNAP must email to Crozer-Chester management the Union's agenda and a list of the Union representatives who will attend.
4. At least five (5) days prior to such meeting Crozer management must email to the Union any proposed updates to the agenda and a list of management representatives who will attend.

5. 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.

6. Deliberations during such meetings shall not be the subject of any grievance within the meaning of Article 14. No recommendations, decisions or actions or any other outcome of these meetings shall have the effect of amending the Agreement.

### **ARTICLE 35**

#### **TRANSPORT TEAM**

1. Crozer shall develop a multi-disciplinary transport team with adequate number of staff (e.g. qualified ancillary staff including RNs) with the goal of decreasing to the extent reasonably possible the amount of time RNs are off their unit traveling with patients, as well as providing for nursing care in the testing or designated unit.
2. Qualified Nurses will be added to the Radiology Department to provide care for monitored and critical care patients while in radiology for testing (i.e. CT scan or MRI). First priority will be monitored patients. They will not be reassigned during a shift. Coverage will be seven (7) days a week for twelve (12) hours per day.
3. An additional unencumbered Critical Care Nurse will be added to the Radiology Department to assist with the transport of critical care patients and to care for critical care patients while they are waiting for testing. The transport will cover seven (7) days a week for twelve (12) hours per day for critical care patients. The position is intended to reduce the amount of time that Critical Care Nurses are transporting but cannot guarantee that they will still not be required to transport patients.
4. Qualified members of the multidisciplinary team will 'drop and go' to a receiving department that has nursing staff to receive them (currently cath lab, dialysis and IR).
5. Transport RNs shall continue to receive their regular rate and any applicable shift differential.
6. To meet the needs of Crozer the Transport Team shall work the days and shifts scheduled by Crozer.
7. Six months following the implementation of the Transport Team, Crozer will reevaluate the schedules and adjust if required. In the event any further adjustments are required, management will discuss at the monthly union-management meeting.

### **Article 36**

#### **Staffing**

1. The Hospital and the Union recognize the importance of adequate staffing in providing the highest quality of patient care and in ensuring that the highest standards of patient and employee safety and satisfaction are upheld. The Hospital recognizes the responsibility to maintain staffing levels and the employees recognize the commitment to limiting call-offs that may impact staffing. It is agreed that issues concerning staffing may be raised in the manner set forth in this Article and the Hospital agrees in good faith to address staffing needs. The parties agree that such issues are first to be addressed by collaborative efforts in a good faith manner by both parties. The parties further agree that the Hospital has not waived any of its management rights relating to staffing issues except as set forth in this Article and

this Agreement.

2. The parties agree to unit specific staffing guidelines (attached), (hereinafter referred to as the "agreed upon guidelines"). The "agreed upon guidelines" shall be posted near the schedule in each unit. Within eight (8) months (or sooner if a unit has reached 85% of budgeted FTE's) of ratification of the contract, the Hospital shall adhere to the agreed upon guidelines, and shall adjust the guidelines as appropriate based upon complexity of care, patient acuity, work area activity, and other factors that are relevant in the Hospital's judgment. The Hospital shall post schedules based upon the agreed upon guidelines in a manner intended to minimize the need to increase or decrease staff once the schedule is posted. Schedules will be consistent with the guidelines.

3. The parties recognize that the adherence to agreed upon guidelines on an isolated shift or portion of a shift can be affected by the availability of RNs and unexpected emergent events (e.g., no call no show, a nurse goes home sick, an increase in census equal to an assignment). In the event of emergent circumstances that render the Hospital unable to adhere to the minimum staffing ratio in a particular work area for an isolated shift or portion of a shift, the Hospital shall exhaust all reasonable steps to bring the work area into adherence with the guideline.

a. The temporary reassignment language of Article 26 (Scheduled Float pool, PRN Pool/ Supplemental staff, Pulling per Article 26) shall be used if possible to remedy the situation, to remedy the situation, failing which the following procedure shall be followed:

1. First, offering voluntary hours to regularly scheduled employees, including overtime. (Those employees who have made themselves available to the staffing office)

2. Second, non-bargaining unit staff.

3. Third, attempting to utilize third party agency staff.

4. If there are significant technological changes, clinical advances or changes, or significant business changes, either party may notify the other of the desire to meet and discuss changes to the agreed upon guidelines. The parties agree to meet within 10 days notification to discuss the changes to the guidelines. No changes shall be made to the guidelines unless the parties reach agreement or a bargaining impasse.

5. Nurses who have not completed their orientation shall not be counted in the staffing guideline.

6. Units that currently have an unencumbered charge nurse shall continue the practice for the life of the agreement.

7. Consistent with existing practice, the guidelines contemplate adequate coverage for breaks, lunches, and time off.

8. In the event of a dispute about implementation or utilization of the agreed upon guidelines, the parties agree to the following process to review and resolve the matter.

a. The Union shall bring its claim that the Hospital is not following the agreed upon guidelines to the unit manager for explanation and collaborative resolution.

b. If the discussion with the unit manager does not resolve the dispute, the Union shall bring its claim to a labor-management meeting.

c. If the labor-management meeting does not result in a resolution, the disagreement may be advanced to the grievance procedure in this Agreement.

### Article 37

#### **Staffing and Professional Development Committee**



**ARTICLE 38**  
**TERMINATION**

The terms and conditions of this Agreement shall, except as herein otherwise expressly provided, become effective the 20th day of December 2020, and shall continue in full force and effect up to and including the 20th day of December 2023, and thereafter from year to year unless and until either party shall give to the other notice by registered mail at least ninety (90) days prior to the expiration date in 2023, or to the expiration date in any year thereafter, of an intention to terminate, cancel or modify the Agreement.

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

With the agreement of the above items, the bargaining committee of PASNAP will unanimously recommend approval of the contract modifications:

For Crozer-Chester Medical Center:

For CCNA/PASNAP:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A Wages

	<b>Ratification</b>	<b>Year2 (3.0%)</b>	<b>Year3 (3.0%)</b>
<b>GN</b>	<b>\$32.55</b>	<b>\$33.53</b>	<b>\$34.53</b>
<b>Start-0.9'</b>	<b>\$34.16</b>	<b>\$35.18</b>	<b>\$36.24</b>
<b>1-1.99</b>	<b>\$35.25</b>	<b>\$36.31</b>	<b>\$37.40</b>
<b>2-2.99</b>	<b>\$36.33</b>	<b>\$37.42</b>	<b>\$38.54</b>
<b>3-3.99</b>	<b>\$38.34</b>	<b>\$39.49</b>	<b>\$40.67</b>
<b>4-4.99</b>	<b>\$39.90</b>	<b>\$41.10</b>	<b>\$42.33</b>
<b>5-6.99</b>	<b>\$41.40</b>	<b>\$42.64</b>	<b>\$43.92</b>
<b>7-9.99</b>	<b>\$44.04</b>	<b>\$45.36</b>	<b>\$46.72</b>
<b>10-11.99</b>	<b>\$44.95</b>	<b>\$46.30</b>	<b>\$47.69</b>
<b>12-14.99</b>	<b>\$46.05</b>	<b>\$47.43</b>	<b>\$48.85</b>
<b>15-16.99</b>	<b>\$46.97</b>	<b>\$48.38</b>	<b>\$49.83</b>
<b>17-19.99</b>	<b>\$48.16</b>	<b>\$49.60</b>	<b>\$51.09</b>
<b>20-21.99</b>	<b>\$53.39</b>	<b>\$54.99</b>	<b>\$56.64</b>
<b>22-24.99</b>	<b>\$56.06</b>	<b>\$57.74</b>	<b>\$59.47</b>
<b>25-27.99</b>	<b>\$57.45</b>	<b>\$59.17</b>	<b>\$60.95</b>
<b>28-29.99</b>	<b>\$58.32</b>	<b>\$60.07</b>	<b>\$61.87</b>
<b>30-34.99</b>	<b>\$58.87</b>	<b>\$60.64</b>	<b>\$62.46</b>
<b>35+</b>	<b>\$59.10</b>	<b>\$60.87</b>	<b>\$62.70</b>





## APPENDIX B

### CLINICAL EXCELLENCE AND ADVANCEMENT

	Clinician	Clinician I	Clinician II
<b>REQUIREMENTS</b>			
EXPERIENCE/FTE STATUS		<ul style="list-style-type: none"> <li>• Minimum of 24 months experience in an acute care setting.</li> <li>• Employed at Crozer for a minimum of 12 months.</li> <li>• Minimum of 6 months in current position.</li> <li>• Fill a regularly scheduled position of at least .3 FTE.</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum of 24 months experience in an acute care setting.</li> <li>• Employed at Crozer for a minimum of 36 months.</li> <li>• Minimum of 1 year in current position.</li> <li>• Fill a regularly scheduled position of at least .3 FTE.</li> </ul>
CLINICAL PERFORMANCE		<ul style="list-style-type: none"> <li>• Annual clinical evaluation must meet or exceed standards in all categories.</li> <li>• Peer review to include: peer of nurse's choice, peer of Director's choice.</li> </ul>	<ul style="list-style-type: none"> <li>• Annual clinical evaluation must meet or exceed standards in all categories.</li> <li>• Peer review to include: peer of nurse's choice, peer of Director's choice.</li> </ul>
EDUCATIONAL CREDENTIALS	<ul style="list-style-type: none"> <li>• BSN</li> <li>• Associates Degree</li> <li>• Diploma*</li> </ul>	<ul style="list-style-type: none"> <li>• BSN</li> <li>• Associate Degree</li> <li>• Diploma*</li> </ul>	<ul style="list-style-type: none"> <li>* BSN</li> <li>• MSN or related master's degree.</li> </ul>

	* Effective January 1, 2011, Diploma new hires are not eligible for the Clinical Ladder Program.	* Diploma graduates with 20 years of CKHS service are grandfathered for the Clinical Ladder Program.	
CERTIFICATION		<ul style="list-style-type: none"> <li>• Current Professional Nursing Certification.</li> </ul>	<ul style="list-style-type: none"> <li>• Current Professional Nursing Certification.</li> </ul>
PROFESSIONAL ENGAGEMENT		<ul style="list-style-type: none"> <li>• Active member of Nursing Council or Hospital Committee.</li> <li>• Preceptor.</li> </ul>	<ul style="list-style-type: none"> <li>• Active member of Nursing Council, Hospital Committee or Clinical Instructor.</li> <li>• Preceptor.</li> <li>• Active participation on a professional committee.</li> </ul>
COMMUNITY INVOLVEMENT		<ul style="list-style-type: none"> <li>• Participates in one community activity.</li> </ul>	<ul style="list-style-type: none"> <li>• Participates in three community service activities, one must be Health System or Hospital based.</li> </ul>
RESEARCH – INNOVATION – EVIDENCE BASED PRACTICE		<ul style="list-style-type: none"> <li>• Active in a professional organization.</li> <li>• Poster presentation.</li> <li>• Journal article presentation (unit or system level).</li> </ul>	<ul style="list-style-type: none"> <li>• Journal article presentation.</li> <li>and</li> <li>• Actively working on a nursing research study as verified by Chair of Nursing Research Committee.</li> <li>or</li> <li>* Leading a team in implementing Evidenced Based Practice or a nursing innovation.</li> </ul>
AWARD		<ul style="list-style-type: none"> <li>• \$750 lump sum.</li> </ul>	<ul style="list-style-type: none"> <li>* \$1,500 lump sum.</li> </ul>

**\*At time of application, nurse must provide evidence of criteria achievement.**

## APPENDIX E LOW CENSUS

**When an RN is given a “mandatory low census” day, prior to being cancelled they shall be given the following option**

- 1) RN’s shall be allowed to complete mandatory education.**
- 2) To float to a unit outside of their tower and perform functional duties as defined below.**

### Functional Duties

1. Act as a PCT
2. Admission
3. ED Admission Tasks (Lab, Line, EKGs, etc.)
4. Stroke Neuro checks, VS and documentation
5. Post Op-VS
6. Double check blood, pick up blood
7. Discharge and DC Education
8. IV Restarts
9. Answer phones
10. Report (Take)
11. Vital signs
- 12 Bathing/Feeding Special precaution
13. Follow-up phone calls
14. Transport
15. EKG and labs
16. Accu-check and treat
17. Answer call lights
18. Toilet and turn
19. Hourly rounds
20. Psych rounds
21. Procure supplies
22. Therapeutic communication
23. Intake and output and empty foleys
24. Cover lunches, Cover breaks
25. Non pharmacological methods for pain control
26. Trays (new patient meals)
27. One on ones
28. Act as a unit secretary

## APPENDIX F

### LIFE INSURANCE, HOSPITALIZATION PLANS AND DISCOUNT PROGRAMS

1. Subject to Article 12, The Crozer Employee's Retirement, Disability Insurance, Life Insurance, Hospitalization Plans, Health Program and Discount Programs, (hereafter "Group Benefit Plans") shall be offered to eligible bargaining unit nurses.
2. Effective within 90 days of the ratification date, bargaining unit employees shall move to the Crozer Choices Benefit program for Health, Hospitalization and Prescription coverage.
3. Premiums for the **CKHS Advantage PLUS Health Insurance Plans** shall be a percentage share of the total cost for each level of coverage (employee only, employee plus spouse, employee plus child, employee plus children and employee plus family), as follows:

	<b>Full Time</b>	<b>Part Time</b>
July 1, 2015	17% (current)	33.4% (current)
January 1, 2016	18%	33.4%
January 1, 2017	19%	33.4%
January 1, 2018	20%	33.4%
January 1, 2019	21%	33.4%

4. Premiums for the **CKHS Advantage Health Insurance Plans** shall be a percentage share of the total cost for each level of coverage (employee only, employee plus spouse, employee plus child, employee plus children and employee plus family), as follows:

<b>Full Time</b>	
June 9, 2015	11%
January 1, 2016	12%
January 1, 2017	13%
January 1, 2018	14%
January 1, 2019	15%

<b>Part Time</b>	
June 9, 2015 - Jan 1, 2019	33.4%

5. Notwithstanding Sections 3 and 4 above, full time and part time employees' bi-weekly premium rates shall not be increased during the term of this agreement above the dollar amounts set forth on Appendix F.

6. The percentage premium paid by employees covered under CKHS Indemnity Plan (Full Time – 39.3%; Part Time – 58.9%), Keystone HMO (Full Time – 25.5%; Part Time – 54.4%) and Aetna HMO (Full Time – 30.1%; Part Time – 55.6%) shall remain as currently exists. If the insurance companies discontinue these plans or the premiums and other charges significantly increase or result in a significant decline in participation then Crozer shall not be obligated to replace them.

7. Employees hired prior to June 5, 2008 and working less than forty (40) hours per pay period who have ten (10) or more years of service with Crozer shall be eligible for the prescription co-pay plan for prescriptions for the employee only. Prescriptions for dependents will not be covered. A committee will be formed to research methods to decrease the costs to members. A CCNA member will sit on this committee.

8. Dental/Vision. Employees' share of premium payments for dental and vision coverage shall increase no more than 5% of the current amount paid by employees per year.

9. Only nurses enrolled in a medical plan will receive prescription coverage other than those described in number 7.

10. The parties have agreed to modify the Retirement Benefits to reflect the following. Effective August 1<sup>st</sup>, 2015 the Defined Benefit Plan ("DBP") shall be permanently frozen and all members of the bargaining unit will be moved to the DBC plan.

11. **Future Plan Changes** - Group Benefit Plans and Modifications. Given the changes from year to year in group benefit plans, costs and the continuing impact of the Affordable Care Act, the Employer reserves the right and sole discretion, subject to the explicit limitations set forth below in Section 12 and elsewhere in this Article, to change group benefit plans, plan administrators, carriers, preferred providers, coverage, deductibles, surcharges, co-pays, coinsurance and out of pocket maximums; to make substitutions, additions, deletions, and modifications to such plans; to replace and/or eliminate some plans and introduce similar ones.

If, during the course of this agreement, the Employer decides to make a material change to the plan that is not otherwise required by federal benefit laws to ensure plan compliance, the Employer shall give the Union written notice of thirty (30) days before implementation and a reasonable opportunity to meet and discuss such changes prior to implementation. However, this shall not delay implementation and such discussions shall not be construed as giving the union the right to bargain over such changes, as long as the changes are within the discretionary limits set forth in Section 2 below and elsewhere in this article including plan design sections including possible changes. If any feature is changed which is not addressed specifically or generally in this article, the plan notwithstanding the change must remain substantially comparable.

12. **Limits on Waiver** - Notwithstanding the foregoing, the following limitations shall apply to this waiver and the Employer's discretion in this matter:

- a. For the duration of this agreement CROZER shall continue to offer eligible employees health, hospitalization and life insurance plans. While there may be

changes in such plans within the limits set forth in this article, the type of benefit (e.g. health, hospitalization and life insurance) shall be maintained. This shall not apply to retiree medical or retiree life plans which are expressly eliminated.

b. In addition, for the duration of this agreement, CROZER agrees to offer a (lower cost) base group health plan, such as the 2015 Advantage Plan. Such plan and any replacement or substitute for it must adhere to the affordability requirements of the Affordable Care Act and any federal regulations promulgated pursuant to it. Furthermore, while the Employer may make changes to the base plan or introduce a replacement or substitute plan, the following limits exist with respect the Employer's discretion:

- i. The percentage employee share of the contributions for the base plan shall remain those set forth in Section 6(d)(ii) and 10 (c) above.
- ii. Smoker, spousal and income surcharges may not be increased above the limits set forth in Article 12.
- iii. Changes in copays for emergency department visits, urgent care visits, physician office visits, pharmaceuticals or other services or products, surcharges for coverage or other reasons, as well as coinsurance, deductibles and out of pocket maximums shall be those set forth herein. In the absence of such specific provision for increasing particular co-pays, surcharges, coinsurance, deductibles and out of pocket maximums, co-pays, surcharges, coinsurance, deductibles and out of pocket maximums in general may increase each year but not by more than the following:

- a. Co-pays – may not increase over the term of the contract more than \$75 for ER and no more than \$20 per year; \$50 for Urgent Care and no more than \$10 per year; \$25 for Office Copays over the term of the contract.
- b. Pharmacy Co-pays: Generic prescription costs may not increase more than \$20 for the term of the contract and no more than \$5.00 per year; all other pharmacy line items may not increase more than

\$40 over the term of the contract per line item and not more than \$10 per year. Out of Pocket Deductible and Co insurance – 5% per year over the term of the contract, but no more than 10% in any given year.

- iv. Notwithstanding the foregoing, if the medical plan structure caps set forth in the attached schedule of benefits changes are lower, then the lower caps shall apply. The Schedule of Medical Plan Benefits Changes is attached as Appendix B.

- v. Preferred providers may change as long as employees living within a 30 mile radius of Crozer-Chester have reasonable access to covered services.
- c. For the duration of this agreement, CROZER also shall continue to offer an enhanced coverage, higher cost plan, such as the 2015 CKHS Advantage PLUS Health Insurance Plan. Furthermore, while the Employer may make changes to the enhanced plan or introduce a replacement or substitute plan, the limits set forth in b (i-iv) with respect the employer's discretion shall apply.
- d. In the unlikely event Crozer contemplates making future changes commencing in 2016 for bargaining unit nurses that are different (higher or lower) from those contemplated for non-represented participants, the employer agrees to give the union 60 days written notice of the contemplated changes. Upon request, the Employer agrees to give the union a reasonable opportunity to bargain over such differences not to exceed 60 days. This provision is not limited to the 2016 plan year, but is intended to apply if such changes occur in subsequent plan years during the term of the agreement.
- e. Notwithstanding these limits, the Employer may introduce, as an additional option, a health plan which is substantially different from the current plans (e.g. a high deductible basic plan in response to ACA) and not be subject to the limitations set forth this Section 8 above and elsewhere in this article, as long as the current plans or substitutes within the limits prescribed in Article 13 and Article 13 remain available and that the employees' percentage share of the premium shall be no greater than employees' percentage share for the Advantage PLUS plan.

## **APPENDIX G**

### **Promoting a Culture of Mutual Respect, Dignity and Safety**

Crozer-Chester Medical Center'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.

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

Crozer has established policies to enforce these standards through sanctions and disciplinary action up to and including termination of employment, termination of any Crozer program, denial of permission to provide services and/or denial of entitlement to any privilege which may be conferred.



July 1, 1991

Ms. Theresa B. Evans President,  
CCMC Local Unit  
Pennsylvania Nurses Association

Dear Teri:

In response to PNA's proposals during negotiations for the July 1, 1991 Collective Bargaining Agreement, the following items have been agreed upon for the life of the agreement. All changes listed below are to be effective July 1, 1991.

1. PNA members eligible for the Long Tenn Disability Plan will receive an improved benefit that will pay 60% of basic monthly earnings up to a maximum of \$2,000 per month. The waiting period for coverage will continue to be 60 days from the onset of the disability.

2. PNA members who have retired or will be retiring from Crozer-Chester Medical Center with a pension and their spouse will be permitted to purchase prescriptions from the Outpatient Pharmacy at cost. The drugs Prout be included in the Outpatient Drug Formulary and the cost of these prescriptions is subject to change.

3. PNA members who have retired or will be retiring from Crozer-Chester Medical Center with a pension that are 65 years of age or older will receive a life insurance benefit that will be increased from \$ 5,000 to \$7,500.

4. Unless otherwise superseded by the July 1, 1991 Collective Bargaining Agreement, the sideletter dated November 1, 1987 from Frank Abbott to John Owens will remain in force.

If this letter correctly represents our understanding, please sign where noted below and return to me. Thank you.

Sincerely,

  
Mark S. Mungan Compensation / HR  
Manager

AGREED:

  
Theresa B. Evans for PNA

**November 8, 1993**

Ms. Theresa B. Evans President,  
CCNAIPSEA

Crozer-Chester Nurses Association/Pennsylvania State Education Association Dear Teri:

The following has been agreed to during the Crozer-Chester Medical Center and CCNA/PSEA November 1 Contract Negotiations:

CROZER will have the right to select the most qualified candidates for all Case Management Positions as specified by the criteria listed below:

1. Minimum of three (3) years of recent, relevant clinical experience and/or knowledge within the last eight (8) years preferred. Relevant experience and/or relevant knowledge is defined as "traceable, significant and have a logical connection to the specialty of the Case Management position."
2. Interpersonal skills will be considered but must be based on documentation in past performance evaluations.
3. Management must select one of the top five (5) senior bidders based on classification seniority.

If this letter correctly represents our understanding, please sign where noted below and return it to me. Thank you.

Sincerely,

  
Sr. Human Resource Manager

AGREED:



Theresa B. Evans for CCNA/PSEA

November 8, 1993

Ms. Theresa B. Evans President,  
CCNA/PSEA

Crozer-Chester Nurses Association/Pennsylvania State Education Association Dear Teri:

The following has been agreed to during the Crozer-Chester Medical Center and CCNA/PSEA November 1 Contract Negotiations:

In an effort to reinforce our ability to decrease weekend rotations among non-weekend staff, CROZER agrees to add eighteen (18) weekend positions through reconfiguration, bringing the total number of weekend positions from 142 to 160.

These positions will be distributed to the following areas: Labor and

Delivery

Emergency Room Burn Treatment Center

Any remaining weekend positions will be distributed to those areas where the non-weekend staff are working more than one (1) weekend in three (3) per month.

If this letter correctly represents our understanding, please sign where noted below and return it to me. Thank you.

Sincerely,

Sr. Human Resource Manager

AGREED:

Theresa B. Evans for CCNNPSEA

November 8, 1993

Ms. Theresa B. Evans  
President, CCNA/PSEA  
Crozer-Chester Nurses Association/Pennsylvania State Education Association

Dear Teri:

The following has been agreed to during the Crozer-Chester Medical Center and CCNAIPSEA November 1 Contract Negotiations:

Due to the special needs of the Bum Treatment Center, nurses who are in the permanent seventy-two (72) hour program, as defined in Appendix "B," may come off of their twelve (12) hour rotation and work eight (8) hour shifts while they are assigned to the tub team rotation. These nurses will maintain their full-time benefit status while on eight (8) hour shifts in the tub team rotation.

If this letter correctly represents our wnderstanding, please sign where noted below and return it to me. Thank you.

Sincerely,



Sr. Hwnan Resource Manager

AGREED:



Theresa B. Evans for CCNNPSEA

October 30, 1995

Ms. Theresa Evans President,  
CCNA/PSEA  
Crozer-Chester Medical Center One  
Medical Center Boulevard Upland, PA  
19013

Dear Ms. Evans:

The issue of Workers Compensation was discussed during the recent contract negotiations.

The Hospital and the Union are committed to ensuring that all legitimate Workers Compensation claims are afforded the full protection of the Pennsylvania Workers Compensation statutes.

In addition, the Hospital will provide the Union notification of any CCNA member's Workers Compensation lost time within seventy two (72) hours providing the employee waives any issue of confidentiality regarding their leave. CROZER agrees that the employee will be seen by an advanced practitioner or physician.

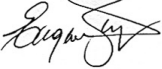
In the event the employee is offered a "transitional duty position", the work assignment will be discussed with the CCNA Workers Compensation Committee prior to assignment. Any transitional duty assignment shall be consistent with the policies of CROZER.

Employees on a approved leave of absence due to a work-related injury or illness shall accrue seniority for one (1) year of the leave, and such seniority shall be frozen in accordance with Article XV (Seniority) Section 6a.


Employees on an approved leave of absence due to a work-related illness or injury shall have the right to return to their position and unit should they return to work within twenty-four (24) weeks. Should they be placed into a transitional duty position prior to the end of twenty-four (24) weeks, their job shall be held in accordance with the time limit provisions of the transitional duty position as outlined in the Workers Compensation Administrative policy. A position in the Bargaining Unit will be maintained for up to eighteen (18) months.

Should this letter properly describe our understanding, I would appreciate your acknowledgment in the designated area.

Very truly yours,



Eugene Zegar  
Vice President  
Human Resources



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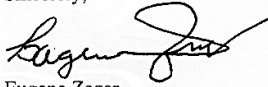
Theresa B. Evans for CCNA/PSEA

July 1, 2002

Bobbi McClay President,  
CCNA  
Crozer-Chester Medical Center One  
Medical Center Boulevard Upland, PA  
19013

For the purposes of calculating non-productive time off, the Case Management department will utilize #16 FTE's in order to use their yearly accrual of time. If in the future should FTE's be increased in the department, the calculation will increase to allow all staff to use their yearly accrual of non-productive time.

Sincerely,



Eugene Zegar



Bobbi McClay

May 23, 2005

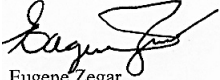
Bobbi McClay, President  
CCNA/PASNAP  
Crozer-Chester Medical Center One  
Medical Center Blvd.  
Upland, PA 19013

**Re:Side Letter on Waiver of Rights in Grievance Procedure**

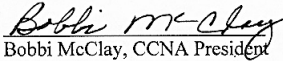
Dear Ms. McClay:

No voluntary settlement of a disciplinary grievance, or voluntary agreement to waive the right to grieve or arbitrate a discipline, shall be valid unless the Hospital has already imposed discipline in writing to the employee(s) in questions.

Very truly yours,



Eugene Zegar  
Vice President  
Human Resources



Bobbi McClay, CCNA President

\_\_\_\_\_ Date



May 23, 2005

Bobbi McClay, President  
CCNA/PASNAP  
Crozer-Chester Medical Center One  
Medical Center Blvd.  
Upland, PA 19013

**RE: Admissions Nurses**

Dear Ms. McClay:

During our current contract negotiations, the issue of admissions nurses was discussed at length between the hospital and the union.

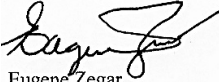
In response to the union's request, the hospital is willing to trial the utilization of the admissions nurse on a pilot basis.

The admissions nurse will not take a regular patient care assignment, but will be available to handle admissions as required throughout the hospital.

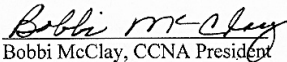
The hospital will post one (1) admissions nurse position with the requirements that the nurse have one (1) year experience, have basic computer skills, and the recognition that the admissions nurse will be reporting to the bed control coordinators.

If the union is in agreement with this proposal, please indicate so by signing below. Very

truly yours,



Eugene Zegar  
Vice President  
Human Resources

  
Bobbi McClay, CCNA President

\_\_\_\_\_

Date

**New Graduate Nurse Orientation**  
**Crozer Chester Medical Center and CCNA/PASNAP June 5, 2008**

1. New Graduate Nurses will receive a six (6) month orientation (24 weeks).
2. Two (2) weeks will be spent with Staff Development.
3. Three (3) weeks will be spent on each main floor for a total of 18 weeks. The main floors are; 1W, 1N, 2E, 2S, 2N and 3S.
4. A Graduate Nurse must be assigned to one preceptor on each floor and follow their schedule exactly.
5. A Graduate Nurse will be assigned to a scheduled PRN person and follow their schedule for one (1) month (four (4) weeks).
6. A Graduate Nurse will have two (2) hours off the floor on their last day of each rotation to meet with a CCNA representative.

## **Side Letter**

### **Cultural Sensitivity and Diversity Training**

Crozer and the nurses of CCNA/PASNAP desire to work together to make the Hospital a leader in cultural sensitivity to the needs of patients, families and staff. As part of this effort, each Orientation, and Mandatory Day will incorporate staff nurse training opportunities in effective communication with patients, family members and staff of diverse cultural backgrounds.

Over time, it is expected that the training will incorporate sensitivity training with respect to diversity in; race, ethnicity, culture, religious & spiritual beliefs, clear language communication, limited English proficiency, mobility, gender identity or expression, sexual orientation, physical or mental disability (e.g.: obesity), sensory or communication impairments, socio-economic status, gender and age.

In order to assess training and education needs, there will be a yearly survey of staff to identify their experiences and issues regarding cultural sensitivity.

**Side Letter**  
**8/80 Scheduling Arrangements**

If 8/80 scheduling is held invalid by operation of law by any tribunal of competent jurisdiction, or Crozer settles a lawsuit where cessation of 8/80 scheduling is part of such settlement, this Agreement shall be amended to convert employees working an 8/80 schedule to a 40 hour weekly schedule for statutory overtime purposes

**SIDE LETTER**

**Admissions/Discharge Nurses and IV Nurses**

Following the ratification of this Agreement, the Hospital shall establish positions for admission nurses and IV nurses.

There will be two (2) admission nurse positions posted, and they shall work eight (8) hour shifts, and provide five days of coverage. Admission nurses will not take a regular patient care assignment, but will be primarily assigned to handle admissions, discharges, but may be assigned to perform other duties throughout the Hospital. Crozer may, at its discretion, utilize volunteers to cover the responsibilities of the admission nurses while they are utilizing Paid time off/Sick time.

There will be two (2) IV nurses who shall work eight (8) hour shifts and provide five (5) days of coverage. The IV team shall provide duties including, but not limited to, re-starts, PICC lines, central lines, dressing changes, access ports, peripheral IV lines, and other needed duties as determined by management. The IV nurses will carry a beeper or other means of remote communication.

The Hospital shall establish a well-baby nursery that shall normally be available from 7 pm - 7am each day.

**Nurse Referral Bonuses**

Management may, in its discretion, offer a nurse referral bonus program.

**SE Acute Substance Abuse Unit Staffing Guide**

As the current 13 LPN's leave the unit, they will be replaced with RN's. When there are no LPN's available management will continue the practice of staffing 2 RNs on the unit.

**STAFFING GRIDS**

Attach new staffing grid charts here.

