

AGREEMENT
CROZER-CHESTER MEDICAL CENTER
AND
NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES,
AFSCME, AFL-CIO
and its affiliate DISTRICT 1199C

April 3, 2019 to April 2, 2022

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AGREEMENT

This Agreement made and entered into this the 2nd day of April 2019, between the PROSPECT CROZER, LLC. hereinafter called "CROZER" and NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO and its affiliate DISTRICT 1199C, hereinafter called "UNION."

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 to securing harmonious cooperation there by 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 the UNION as the sole bargaining representative of the Employees of CROZER as defined in Section A (below) pursuant to a certification by the National Labor Relations Board, Case No. 4-RC-11532, which became final on September 16, 1975 and this Agreement shall apply only to such Employees.

A. The bargaining unit shall consist of all full-time and regular part-time technical Employees employed by CROZER (CROZER-CHESTER MEDICAL CENTER) who regularly work twenty (20) or more hours per week, consisting of the Employees in the following classifications in the departments indicated, but excluding all other Employees professional employees, licensed practical nurses, O.R. technicians, registered nurses, service and maintenance employees, guards and supervisors as defined in the Act:

RADIOLOGY

Radiologic Technologist, registered
Lead Radiologic Technologist, registered

Mammography Technologist, registered & certified in Mammography
Lead Mammography Technologist, registered & certified in Mammography

IR Technologist
Lead IR Technologist

CT Technologist, registered
Lead CT Technologist, registered

Radiation Therapy Technologist, registered
Lead Radiation Therapy Technologist

Nuclear Medicine Technologist, registered
Lead Nuclear Medicine Technologist, registered

Diagnostic Medical Sonographer, registered
Diagnostic Medical Sonographer, Registered, Certified OB-GYN Abdomen
Lead Diagnostic Medical Sonographer, registered

CNP

Electro-neurodiagnostic Technologist, registered

Polysomnographic Technologist, registered

RESPIRATORY THERAPY

Therapist, following graduation from an accredited Respiratory Therapist Program,
certified

Therapist, following graduation from an accredited Respiratory Therapist Program,
registered

Pulmonary Function Technologist, certified

Pulmonary Function Technologist, CPFT or registered

LABORATORY

Technician, registered

2. Employees who are regularly scheduled to work thirty-six (36) or more hours per week shall be considered full-time. Employees who are scheduled to work thirty-six (36) hours per week will receive accrued time-off benefits on the basis of .9 accruals, as outlined in the Collective Bargaining Agreement and will be considered full-time for purposes of seniority issues (e.g. layoff, scheduling, etc.), and pension, welfare, and training and upgrading issues. The applicable provisions of the collective bargaining agreement will determine any other delineation between full-time and part-time definitions.

3. Part-time Employees are employees regularly scheduled to work twenty (20) or more hours in a work week but less than 36 hours.

4. A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire and who is hired for a special project or to replace an Employee on leave or vacation. CROZER shall notify the UNION prior to the implementation of any special project. CROZER may extend said three (3) month period up to an additional three (3) months in the case of individual Employees and shall apprise the UNION; the UNION will not unreasonably oppose such an extension, provided that the temporary Employee becomes a member of the UNION, in accordance with ARTICLE 3, at the expiration of the initial three (3) month period. CROZER may request to extend the period in which temporary Employees are hired to replace Employees on leaves of absence for the length of the Employee's leave of absence, not to exceed one (1) year. However, such temporary Employees shall become members of the UNION after the initial three (3) month period in accordance with Article 3.

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

6. It is agreed that this Contract shall apply and continue in full force and effect at any location to which CROZER may move.

7. CROZER shall provide to the UNION, once yearly, an updated seniority list which shall be available for inspection in each department.

ARTICLE 2

MANAGEMENT RIGHTS

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

2. Except where expressly abridged by a specific provision of this agreement, the management of CROZER and the direction of the working force are vested exclusively with CROZER. Included in management's right, but not limited to them, are the following: to direct, plan and control facility operations; to determine or change the methods and means by which its

operations are to be carried on; to determine the services to be rendered; to determine and set the standards of productivity and the amount of supervision; to combine units; to reassign; to recruit, select, hire, train, classify, promote, assign and supervise; to discipline, suspend, demote and discharge for just cause; to assign work; to determine the qualification necessary for any bargaining unit job; to make changes to, eliminate and introduce new, different or improved methods, equipment, technologies, standards, techniques, and procedures in its operation and the performance of Employee's work; to assign or transfer equipment or facilities; to subcontract; to expand, reduce, discontinue, merge or relocate all or any part of its business operation, bargaining unit work, and/or a specific job; cancel shifts and require Employees to remain on call; to establish and change work schedules, shifts, hours of work, times of operations, and assignments; to require overtime, on both a regular and "as needed" basis; to establish and revise enforceable rules of conduct, policies and operating standards; to implement and utilize security measures; to lay off or recall Employees; to establish and administer policies and procedures related to research, education, training, operations, services and maintenance of the Employer's operations; to take any and all actions it determines appropriate to maintain efficiency and appropriate patient care and safety; and in all respects carry out the ordinary and customary functions of management and to otherwise generally manage the business of the Employer. The failure of the Employer to exercise any of the foregoing managerial rights shall not constitute a waiver of any right. None of these rights shall be exercised in a capricious or arbitrary manner.

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

4. The UNION, on behalf of the Employees, agrees to cooperate with CROZER to attain and maintain maximum patient care and full efficiency and CROZER agrees to receive and consider constructive suggestions submitted by the UNION toward these objectives.

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

ARTICLE 3

UNION SECURITY

1. All Employees on the active payroll as of the effective date of this Agreement, who are members of the UNION, shall maintain their membership in the UNION in good standing as a condition of continued employment. All Employees on the active payroll as of the effective date of this Agreement who are not members of the UNION shall become members of the UNION thirty (30) days after the effective date of this Agreement, or after completion of their probationary period, whichever is later. All Employees hired after the effective date of the Agreement shall become members of the UNION upon completion of their probationary period and shall thereafter maintain their membership in the UNION in good standing as a condition of continued

employment.

2. For the purpose of this Article, an Employee shall be considered a member of the UNION in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

3. Subject to the grievance and arbitration provisions of this Agreement, an Employee who has failed to maintain membership in good standing as required by the Article shall, within twenty (20) calendar days following receipt of a written demand from the UNION requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

4. The UNION shall indemnify and save CROZER harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of action taken or provisions of this Article.

ARTICLE 4

CHECK OFF

1. Upon receipt of a written authorization from an Employee, on the form attached in Appendix B, CROZER shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following satisfactory completion of the Employee's probationary period and remit to the UNION regular monthly dues and initiation fees as fixed by the UNION. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the UNION amends the initiation fee and/or dues schedule, CROZER agrees to make the revised deduction from the Employee's pay upon thirty (30) days' written notice from the UNION.

2. Any Employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations and who demonstrates such membership and adherence to CROZER and the UNION shall not be required to join and remain a member of the UNION as a condition of employment.

3. Employees described in paragraph 2 of this Article shall be required as a condition of continued employment, to remit monthly, a sum equal to the initiation fee and regular dues of the UNION as provided for herein to a recognized and valid charity under Section 501(c)(3) of Title 26 of the Internal Revenue Code. The names of three (3) available charities under this paragraph shall be agreed upon between CROZER and the UNION. Such sums shall be checked off by CROZER from the Employee's pay at the same time and in the same amount as initiation fees and dues and shall be remitted by CROZER to the charity designated by the Employee. Such designation shall be made in the form of a written authorization in the form attached in Appendix C.

4. CROZER agrees to make a payroll deduction once each calendar month from the Employee's pay for the District 1199C Political Action Fund upon the written authorization of any Employee covered under this Agreement and to remit same to the District 1199C Political Action Fund. Said authorization shall be in the form attached in Appendix D. This deduction shall be made only once a month for those Employees in the bargaining unit authorizing this deduction. CROZER shall remit the lump sum of all deductions to District 1199C by separate check.

5. CROZER shall not be obligated to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

6. The UNION 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 the UNION, or obligations of UNION 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 the UNION.

7. CROZER shall be relieved from making such check off deductions from an Employee upon his/her (a); termination of employment, (b); transfer to a job outside the bargaining unit, (c); layoff from work, (d); excused leave of absence or (e); revocation of the check off authorization in accordance with this Article.

8. CROZER agrees to furnish to the UNION each month the names of newly-hired Employees, including those transferred into bargaining unit positions, social security numbers, classifications of work, departments, rates of pay and dates of hire and names of terminated Employees, including those transferred out of the bargaining unit, together with their dates of termination and names of Employees on leaves of absence and those returning from leaves of absence. CROZER shall also furnish names, prior departments and classifications of Employees promoted and/or transferred.

9. Each month, CROZER shall remit to the UNION all deductions for dues and initiation fees made from the wages of Employees for the preceding month, together with a list of all Employees for whom dues and/or initiation fees have been deducted.

10. CROZER will provide quarterly reports to the UNION which shall include names of Employees by department who are non-bargaining unit PRN Employees working in union classified positions; for PRN Employees, the Employer will provide the number of hours scheduled to work by management.

ARTICLE 5

NO DISCRIMINATION

1. The parties agree to continue their present practice of non-discrimination against or

in favor of any employee on account of race, color, creed, national origin, political or religious belief, sex, age, or sexual preference. Neither CROZER nor the UNION shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, religion, age, sex or disability.

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

ARTICLE 6

UNION ACTIVITY, ACCESS TO MEDICAL CENTER BULLETIN BOARD

1. No Employee shall engage in any UNION activity, including distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of CROZER at any time.

2. Delegates of the UNION shall be permitted to furnish information, police the terms of this Agreement, process grievances and perform related duties concerning the application or interpretation of this Agreement. The delegates shall have sufficient time to perform such duties during working hours. Whenever a UNION delegate finds it necessary to investigate a grievance, he/she must receive the permission of his/her supervisor. In the event the grievance involves another employee, the delegate must receive the permission of the other employee's supervisor to meet with the employee. Permission shall not be unreasonably denied. In no event shall the investigation of grievances interfere with the orderly operation of the Hospital.

3. Any authorized UNION representative wishing to visit the facility for the purpose of administering this Agreement shall endeavor to provide the Employer with twenty-four (24) hours advance notice of such visit. CROZER shall not unreasonably deny access when less than 24 hours' notice is given. CROZER will not unreasonably withhold permission for such visit. When the UNION representative enters CROZER, he/she shall notify the appropriate HR representative so that his/her activities do not interfere with Hospital operations. The management of Union business shall not, under any circumstances, interfere with the Hospital's operations or delivery of patient care services in any way. Authorized UNION representative(s) will conduct UNION business in a meeting room designated by CROZER or areas open to the general public, and shall at no time access patient care areas, patient access areas or work areas/stations.

4. A delegate intending to go to a department other than the one he/she represents shall first secure the permission of this department head and when he/she arrives in such other department will secure the permission of that department head. Such visit will not interfere with the operation of the facility. Permission will not be unreasonably denied.

5. CROZER shall provide locked bulletin boards for the exclusive use of the UNION

for purposes of posting of proper UNION notices in each department covered by this Agreement. CROZER may remove any material that is profane, obscene or defamatory to CROZER, its representative, its patients, or to any individual, and shall notify the Union within 24 hours of such removal. Bulletin Boards will be located where District 1199C members are scheduled to work (including one in the Respiratory Therapy Department and one in the Cancer Center) which shall be used exclusively for the purpose of posting notices pertaining to proper UNION business. Such bulletin boards will be placed conspicuously at places readily accessible to workers in the course of employment.

6. CROZER shall recognize up to four (4) UNION Delegates who will have responsibility for the UNION for the duration of the contract. Super Seniority rights will be limited to the four (4) recognized UNION delegates.

7. The work schedules of Employees elected as UNION Delegates shall be adjusted to permit attendance at regular (second Wednesday of each month) delegate assembly meetings, provided that CROZER'S operations shall not be impaired. Seven (7) calendar days' advance notice in writing to the Employee's department head shall be given for any delegate assembly meeting not held on the regular schedule.

8. CROZER shall cooperate with the UNION in scheduling one (1) - four (4) hour period without loss of pay for the UNION delegates to meet and become familiar with the terms of this Agreement. CROZER may send a representative to observe or participate in this meeting.

9. When an Employee is ordered to leave his/her work for disciplinary reasons, he/she shall, upon request, be afforded the opportunity to consult with his/her UNION delegate, if available, for a reasonable period of time at a place provided by CROZER, before the Employee leaves the premises. The delegate shall suffer no loss of pay during this period.

10. CROZER and the UNION agree to share in the cost of distributing contracts to the members of the bargaining unit at the close of negotiations.

ARTICLE 7

PROBATIONARY EMPLOYEES

1. Newly hired Employees shall be considered probationary for a period of ninety (90) days from the date of employment, excluding unpaid time lost for sickness and other leaves of absence. If CROZER needs additional time to evaluate a probationary Employee, the probationary period may be extended by thirty (30) days upon written notice to the UNION.

2. During the probationary period, the employee shall not have access to the grievance provision of this Agreement for discharge. The UNION agreement in this paragraph acts as a waiver of CROZER's duty to bargain with the UNION regarding discipline issued against any probationary employee.

3. New Hires will not begin to accrue vacation time, personal time, or sick time until

they have completed their ninety (90) day probation.

ARTICLE 8

SENIORITY

1. Definition:

A. CROZER seniority shall be defined as the length of time an Employee has been continuously employed by CROZER.

B. Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification within a department.

C. Bargaining Unit seniority shall be defined as the length of time an employee has worked continuously as an employee in the bargaining unit.

2. Accrual:

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

B. Seniority shall accrue during a continuous authorized leave of absence with or without pay not to exceed the lesser of six (6) months or the length of an Employee's continuous employment.

C. Seniority shall accrue during a period of continuous layoff not to exceed the lesser of one (1) year or the length of an Employee's continuous employment.

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

E. A per diem Employee shall not accrue seniority because an Employee who works less than twenty (20) hours a week is not a member of the UNION, nor are they recognized as such.

3. Loss of Seniority:

Seniority shall be broken when an Employee;

A. Quits or resigns;

B. Is discharged for cause and is not reinstated through the grievance procedure;

C. Is laid off for a period of twelve (12) consecutive months or a period exceeding the length of the Employee's continuous service, whichever is

less;

- D. Is absent due to any illness or injury (compensable or non-compensable) for twelve (12) consecutive months.
- E. Fails to report for work following recall from layoff or a decision of an arbitrator reinstating an Employee who was discharged, within seven (7) calendar days. It shall be the responsibility of the UNION to notify their member of such decision. It shall be the responsibility of the Employer to notify an Employee of recall from a layoff via some confirmable means of communication;
- F. Fails to return immediately following the end of a leave of absence, vacation or sick leave without an excuse acceptable to CROZER;
- G. While on leave of absence (whether medical or personal) or sick leave employee works another job during his/her normal working hours without an excuse acceptable to CROZER.
- H. Fails to return following a disciplinary suspension;
- I. Falsifies the reason for a leave of absence or sick leave whether such leave is paid or unpaid;
- J. Is absent for twenty-four (24) consecutive scheduled hours without notifying CROZER unless the Employee presents an excuse acceptable to CROZER.

4. Application:

- A. CROZER seniority shall apply in the computation and determination of eligibility for all benefits where length of services is a factor pursuant to this Agreement.
- B. Classification seniority shall apply in layoffs and recalls and scheduling preferences, including vacation selection as provided herein.
- C. Bargaining unit seniority shall apply in layoffs and recalls and scheduling preferences, including vacation selection as provided herein.

ARTICLE 9

LAYOFF

- 1. In the event of a layoff within a job classification, probationary Employees, then per-diem Employees, then part-time Employees within the job classification shall be laid off first.

Non-probationary full-time Employees shall be the next to be laid off on the basis of their classification seniority, job competence and overall qualifications. No Employee having at least one (1) year bargaining unit seniority shall be laid off prior to an Employee in the same classification having less than one (1) year bargaining unit seniority. Each job title enumerated in Appendix A of this Agreement (Wages) shall be considered a separate classification for purposes of this provision. However, like classifications shall be combined for the purposes of this provision in accordance with the following groupings:

- A. Electro-neurodiagnostic Technologist, Registered
- B. Pulmonary Function Technologist, Certified
Pulmonary Function Technologist, CPFT or Registered
- C. Respiratory Therapist, following graduation from an accredited Respiratory Therapist Program, certified
Respiratory Therapist, following graduation from an accredited Respiratory Therapist Program, registered
- D. Lab Technician, Registered
- E. Radiologic Technologist, Registered
Lead Radiologic Technologist
- F. IR Technologist
Lead IR Technologist
- G. CT Technologist, Registered
Lead CT Technologist, Registered
- H. Diagnostic Medical Sonographer, Registered
Lead Diagnostic Medical Sonographer
- I. Diagnostic Medical Sonographer, OB-GYN/Abdomen, Registered
Lead Diagnostic Medical Sonographer, OB-GYN/Abdomen
- J. Radiation Therapy Technologist, Registered
Lead Radiation Therapy Technologist
- K. Nuclear Medicine Technologist, Registered

Lead Nuclear Medicine Technologist, Registered
- L. Mammography Technologist, Registered and Certified in Mammography
Lead Mammography Technologist, Registered and Certified in Mammography

M. Polysomnographic Technologist, registered

2. If a part-time Employee has greater seniority than a full-time Employee in the same classification that is to be laid-off, the part-time Employee must be willing to accept full-time employment to continue working.

3. In the event an Employee is scheduled to be laid off in one department and there exists a vacant position in another department or a position filled by a probationary Employee in another department which the Employee to be laid off has the ability to perform, CROZER seniority shall prevail in assigning such Employee scheduled to be laid off to such vacant position or position filled by a probationary Employee.

4. In the event an Employee is unable to secure a position from the above (Section 3), he may opt to bump, on the basis of CROZER seniority, the least senior bargaining unit Employee occupying a position the Employee scheduled to be laid off can perform. The Employee bumped pursuant to this Section shall not have bumping rights unless subsequently recalled by CROZER.

5. CROZER shall give the UNION and affected employees as much notice as practicable before layoff. CROZER shall notify the UNION two (2) weeks before notice is given to the employee(s) to be laid off, unless circumstances outside CROZER's control make it impracticable to give such notice. When such notice is not provided, employees shall receive two (2) weeks' pay, less the amount of notice given. Probationary Employees need not be given any notice prior to layoff. Where entitled, Employees shall receive two (2) weeks' pay in lieu of two (2) weeks' notice. Employees who do not receive at least two weeks' notice shall receive severance pay, paid at the rate of one (1) week for each year of service, up to a maximum of four (4) weeks' pay, at the Employee's regular rate of pay in effect at the time of such permanent layoff.

6. Registered Nurses and supervisors shall not perform bargaining unit work such that it results in the layoff of bargaining unit Employees.

7. All Delegates of the UNION under this Agreement shall head the CROZER, classification seniority, and bargaining unit seniority lists for the duration of their terms of office. At the expiration of their terms of office, or removal or resignation, they shall return to their regular seniority standing. Such super seniority rights shall apply only in cases of layoff and recall and can only be exercised where the Delegate has the immediate skill and ability to perform the job. The UNION will notify the Hospital of the four (4) bargaining-unit employees with super-seniority rights.

ARTICLE 10

RECALL

1. Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. Employees who opted to bump pursuant to paragraph 4, ARTICLE 9 of this Agreement shall also be eligible to be recalled on the basis of classification

seniority. If a vacancy occurs in a job classification where no Employee in the classification has recall rights, then the laid off Employee with the most CROZER seniority will be recalled if he/she has the ability to do the work and if not, the next Employee will be recalled and so on. Recall rights expire after twelve (12) continuous months of layoff.

2. Probationary Employees who have been laid off have no recall privileges.

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

ARTICLE 11

HIRING, JOB POSTING, PROMOTIONS, AND LATERAL TRANSFERS

1. Hiring and Job Postings:

A. The Employer shall post vacant positions on the intranet and internet for seven (7) calendar days. Internal applicants will be considered first. If no qualified internal applicants are identified, the Employer shall consider external candidates. Employees shall be granted reasonable access to the intranet and internet during the workweek, provided such access does not interfere with an employee's job duties. Crozer retains the right to hire such applicants, as it deems qualified, from any sources, at its sole discretion. The position shall be awarded to the applicant who, in management's discretion, is most qualified. In the event qualifications are in equal management's judgment, seniority shall prevail.

B. Changes in Status. Provided there are vacancies available as described above, an employee may be permitted to change job status from part-time to full-time or full-time to part-time; or may change shifts from day to night or vice versa. Such changes shall be based on seniority. In such event, a part-time employee shall carry with him/her all seniority credits (years of continuous service) as a part-time and a full-time employee will carry with him/her all seniority credits (years of continuous service) as a full-time employee, as determined under Article 8.

C. The internal employee selected for the position shall serve a probationary period of ninety (90) days in the new position. If the employee does not successfully complete the probationary period, the employee shall be returned to his/her former position without loss of seniority, if it is available, or may bid on an open bargaining unit position. If no bargaining unit position is open, the employee will be placed in a per-diem (PRN) status and have preferential hiring to part-time or full-time employment status for no greater than twelve (12) months. In the event of a discharge, Employee's rights shall be subject to the discharge and penalty provisions of this Agreement.

D. An Employee shall not exercise his/her rights for a promotional opportunity or lateral transfer more than once in a rolling twelve (12) month period, including from date of

hire. So long as the shift changes are available, shift changes shall not be considered a promotional opportunity or lateral transfer for purposes of this Section.

- E. When a known vacancy occurs, CROZER shall retain the right to determine whether the known vacancy shall be filled or not and shall determine the practical and educational experience required for the position. If the vacancy is approved, it shall be posted and filled as soon as possible. CROZER shall not unreasonably limit the eligibility of current bargaining unit Employees who are otherwise qualified to fill a vacancy through the establishment of unreasonable qualifications.

2. Promotions:

- A. Where a promotional vacancy in the bargaining unit occurs, CROZER shall follow the Hiring and Job Posting process as outlined in Section 1 of this Article.
- B. An employee who is promoted shall, upon promotion, receive an increase equal to the difference between his/her prior rate and the minimum rate for the job to which he/she is promoted.
- C. Incumbent part-time Employees shall be given first option of additional hours made available in his/her department except when such additional hours are caused by a vacancy in a less than twenty (20) hour per week position or would result in overtime.

3. Voluntary Reduction in Position:

If an employee voluntarily takes a reduction in a position, they shall receive a reduction in pay, if applicable, based on the difference in the job classification for their experience level.

4. Lateral Transfers:

Where a vacancy occurs in a bargaining unit job (other than a promotional vacancy) any Employee with a satisfactory work record and with at least one (1) year of service in his/her present job, may request, in writing, a transfer to fill such a vacancy provided that the Employee has the necessary qualifications to perform a job and provided further that such transfer will not unreasonably reduce the operational efficiency of the department. In the event such transfer would result in an operational deficiency, the Employee shall be transferred as soon as necessary arrangements can be made. Where two (2) or more Employees request such transfer in writing, CROZER shall transfer the Employee with the greatest seniority, provided that the Employee possesses the required practical experience and/or educational experience.

ARTICLE 12

GRIEVANCE PROCEDURE

1. Procedure: Should any grievance arise as to the interpretation of an alleged violation of this Agreement, the Employee or Employees affected, or the UNION shall process the grievance in accordance with the following procedure.

Step One: The Employee or Employees affected shall take the matter up with his/her supervisor within ten (10) calendar days of its occurrence, either directly or through a representative of the UNION in an attempt to affect a satisfactory settlement. The supervisor shall have seven (7) calendar days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached, the grievant or UNION may within seven (7) calendar days after the supervisor's answer appeal to --

Step Two: The grievance shall be reduced to writing by the grievant or the UNION and referred to the grievant's Department Head or his/her authorized representative. The Department Head or his/her authorized representative shall have seven (7) calendar days after receipt of the grievance to give his/her answer. If no satisfactory settlement is reached, within seven (7) calendar days after the Department Head's answer, the grievant or the UNION may appeal the matter to --

Step Three: The grievant or the UNION will submit the written grievance to the Human Resources department or designee who shall have seven (7) calendar days in which to give his/her answer. If no satisfactory settlement is reached within ten (10) calendar days after the Human Resource department's answer, the UNION may appeal the matter to arbitration.

Step 4: If no satisfactory settlement is reached the grievance may be appealed to arbitration by the UNION upon written notice to CROZER and the American Arbitration Association (AAA) by registered mail within thirty (30) calendar days of the answer of the Human Resources department. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association (AAA).

2. Effects of Failure to Appeal: Any grievance shall be considered as settled on the basis of the last answer of CROZER if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence.

3. 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 the UNION 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 the UNION shall be final and binding upon all Employees and upon any person affected thereby.

4. Computing Time Limitation: By mutual agreement, time limitation can be extended at any of the Steps of the Grievance Procedure.

5. Discharge: An Employee who has been discharged and feels aggrieved shall bypass Steps One and Two of the grievance procedure and file his/her grievance directly with the Vice President of Human Resources or authorized representative within seven (7) days of the discharge. The grievance shall then be processed in accordance with Step Three of the grievance procedure.

6. Suspension: An Employee who has been suspended and feels aggrieved shall bypass Step One of the grievance procedure and file his/her grievance directly with the department head within seven (7) days of the suspension. The grievance shall then be processed in accordance with Step Two of the grievance procedure.

7. A grievance which affects a substantial number of Employees and which the CROZER representative designated in Steps One and Two lacks authority to settle may initially be presented at Step Three by the UNION representative.

8. Grievance meetings shall be held at any step of the grievance procedure, upon request of either party.

9. Any grievance involving back pay, other than disciplinary grievances, shall only be retroactive to 135 days prior the date the grievance was filed.

ARTICLE 13

ARBITRATION

1. A grievance, as defined in Article 12, which has not been resolved thereunder may, within thirty (30) working days after completion of Step Three of the grievance procedure, be referred for arbitration by CROZER or the UNION to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

2. The arbitrator will make his findings and render his decision to resolve the disagreement. The arbitrator shall not have the jurisdiction to add to, modify, change or remove any terms of this Agreement.

3. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties. All other expenses in connection to a presentation of a matter to the Arbitrator shall be borne by the party incurring them.

4. If either party serves the other with an information request within thirty (30) days of a scheduled arbitration hearing, the receiving party shall have the right to request a continuance of the hearing to a later date.

5. The award of an arbitrator hereunder shall be final, conclusive and binding upon

CROZER, the UNION and the Employees.

6. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section I of Article 12 and he/she shall have no power to add to, subtract from, delete from, or modify, or ignore any language or provision of the Agreement or impose on any party hereto a limitation or obligation not provided for in the terms of this Agreement.

7. Awards or settlements of grievances shall in no event be made retroactive beyond 135 days of prior to the date on which the grievance was first presented in Step One of the Grievance Procedure. All claims for back wages shall be limited to wages associated with the employee's regular schedule, which shall include shift differential. The parties further agree that, in rendering any award of back pay, the arbitrator shall include only the wages associated with the employee's regular schedule less any unemployment compensation or other compensation that the aggrieved employee(s) may have received from any source during the period for which back pay is claimed.

ARTICLE 14

WAGES

1. Effective the payroll period following the April 2, 2019 Date of Ratification, the Revised Comprehensive Wage Scale (Appendix A) will be effective for all new hires.

2. Incumbents who are currently paid below the Wage Scale in Appendix A will be moved to the new Wage Rate based on years since licensure.

3. Incumbents who are currently paid above the Wage Scale in Appendix A will be eligible for the following increases:

Year 1	2.00%
Year 2	1.75%
Year 3	1.75%

Year 1 increases will be paid in the payroll period following the April 2, 2019 Date of Ratification. Increases for Year 2 and Year 3 will be paid in the payroll period which includes the anniversary of the date of ratification.

4. The Hospital will pay a longevity payment of \$1.00 per hour for each incumbent who reaches their 15, 20, or 25-year service anniversary during the first year following ratification of this Contract. The incumbents eligible for this longevity payment are: Lisa Marie Hallman; Nadine Magan; Sharon Northan; David Shinkle; Michel Tropiano; and James White.

ARTICLE 15

HOURS

1. PAY PERIOD: Effective with the conversion and upgrade of the time accounting system the pay period and pay date will change to a Sunday to Saturday pay period and pay date will change from Thursday to Friday. The “pay period” shall consist of seven (7) days, one hundred sixty-eight (168) hours, beginning with shifts starting after 12:01 A.M. Sunday and ending with shifts ending before 12:00 midnight the following Saturday.

2. WORK WEEK: The “work week” shall be a five (5) day period falling within the work week as set forth in paragraph 1 above.

3. WORK DAY: A “work day” shall, unless otherwise provided herein, consist of four (4), six (6), eight (8) hours, ten (10) hours or twelve (12) hours exclusive of an unpaid lunch of one-half (1/2) hour in duration. As of the April 2, 2019 date of ratification of this contract, the Employer may post six (6) hour shifts. However, no current employee, as of the date of ratification, shall be forced to change their current schedule to a six (6) hour shift schedule. Should a current employee choose to bid on and is awarded a six (6) hour shift schedule, they shall no longer remain in the grandfathered group.

4. It is the Hospital’s intention, unless unforeseen emergent situations arise, that CROZER will provide a thirty (30) minute unpaid Lunch/Meal period.

A. UNION employees shall clock out at the start of their thirty (30) minute lunch/meal period and clock in at the end of the Lunch/Meal Period.

B. If a UNION employee takes a lunch/meal period of twenty (20) minutes or less, the employee will be paid for the entirety of the Lunch/Meal period. If a UNION employee takes a Lunch/Meal period for more than twenty (20) minutes, the time taken for the Lunch/Meal period will be unpaid and will not be included in the total hours of work per day.

C. UNION employees shall not voluntarily return to work before the end of their thirty (30) minute Lunch/Meal period unless required to do so by their manager.

D. If staffing requirements prevent an Employee from taking a lunch period, said Employee shall be compensated for the additional time worked.

5. WEEKENDS OFF: All full-time Employees covered by this Agreement except those hired for a schedule which includes weekend work shall be given at least twenty-six (26) weekends off per year and shall not be required to work 2 (two) weekends in a row except when working the 11:00 P.M. - 7:00 A.M. shift on Sunday. Part-time Employees shall also receive every other weekend off to the extent scheduling needs permit. An Employee, scheduled to work at least twenty-six weekends per year, may utilize up to two (2) vacation days of normally scheduled weekend work per year without being required to make up the weekend time.

a. Respiratory Department staff are currently working one of every three weekends. The Hospital shall endeavor to continue this practice as long as business operations allow.

b. As a result of Respiratory Department working every third weekend, Respiratory Department staff shall not be allowed to take two vacation days of normally scheduled weekend work per year, unless business operations allow.

6. HOURS WORKED: Nothing in this Agreement shall be construed as a guarantee by CROZER of hours worked per day, per week, or per year. However, any reduction in hours shall be made in accordance with the provisions of Article 9 (Layoff). Employees shall report dressed and ready for work at their job location and quit work at their job location at the time designated by CROZER as the beginning and end of their regular work day.

7. REST PERIOD: An employee with prior approval of their immediate supervisor may take two (2) fifteen (15) minute paid rest periods during each shift and they shall not be unreasonably denied. Such rest periods shall not automatically be combined with the employee's unpaid thirty (30) minute meal period. Combining rest period with unpaid meal period is at the discretion of management. In the event that management permits the combination of rest period and meal period, employees are required to clock in and clock out for the thirty minute (30) unpaid meal period.

8. ON CALL PAY: Employees required by CROZER to be on call, off hospital premises, shall receive the following hourly rates for each hour the Employee is in an on call status:

Weekday Call	\$3.25
Weekend Call	\$3.50
Holiday Call	\$4.50

A. Weekend to begin Friday at 5:00 P.M. and to end Monday at 8:00 A.M.

B. No employee shall be required to be On Call for more than one separate area at any one time.

C. CROZER believes that the most efficient and effective method of managing On Call in the OR and the IR is by providing coverage with two (2) teams.

Employees who are called into work while in an on-call status will be paid time and one half with a guarantee of four (4) hours for the first call in during the on-call shift. If the employee leaves prior to the end of the four (4) hours and is called back in prior to the end of the four (4) hour period, there will be no additional payment until after the end of the four (4) hour guarantee period. Only one (1) four (4) hour guarantee will be paid per six (6) hours from the start of the first call in.

9. Reporting Pay: Any Employee who reports for work at the scheduled time shall be given the opportunity to work four (4) hours. Nothing in this Article shall restrict an employee from choosing to go home without pay prior to the four hours during periods of low census.

10. Voluntary Low Census Day: In the event a department needs to temporarily reduce staffing, CROZER may offer a Low Census Day (LCD). An Employee 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 Employee's option. Such voluntary low census days shall be offered on a rotational basis beginning with the most senior employee to those Employees who have indicated a desire for such voluntary low census days. The list of such volunteers shall be maintained in each department.

11. Mandatory 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 in the department to take a LCD on a rotational basis. Any employee designated for an LCD shall be given the opportunity to remain and complete any outstanding education or in-servicing.

12. Call-In Pay (when not in On-Call status): Employees, not in an On-Call status, called in for emergency situations shall report as soon as possible. It is understood that an Employee shall make every effort to report but will be excused by CROZER if he/she is unable to do so. An Employee may be asked to produce a valid, reasonable excuse, which would prohibit him/her from reporting or performing the required work.

13. Change of Starting Time: In the event that CROZER wishes to change an Employee's starting time, the Employee shall be notified of such change two weeks in advance. This provision shall not apply to probationary Employees.

14. Work Schedules: Work schedules shall be posted at least two weeks in advance for Radiation Therapy, Laboratory, and Radiology. Work schedules in the Respiratory Therapy Department shall be posted one (1) month in advance covering a four (4) week work period. Upon request, an Employee shall receive a copy of his/her work schedule. No Employee will be scheduled less than 24 hours off between the end of the 3rd shift and the start of the 1st shift. An Employee may waive this provision to facilitate days off. The Hospital may change the schedule for individual employees for operational reasons caused by conditions beyond the control of the Hospital with at least two (2) weeks' prior notice to the employee. The Hospital, in good faith, will make every effort to avoid any alteration after the schedules have been posted. The Hospital shall give consideration and attempt to accommodate an employee's request for the scheduling of specific shifts and specific days off. The parties agree that with prior approval of the Hospital, the employees may exchange work shifts or days off, provided it does not result in the payment of overtime or premium pay.

15. Consecutive Days Worked:

- A. A twelve (12) hour employee shall not work more than three consecutive days unless mutually agreed.
- B. A ten (10) hour employee shall not work more than four consecutive days unless mutually agreed.
- C. An eight (8) hour employee shall not work more than five consecutive days unless mutually agreed.

D. However, should an employee exceed the number of consecutive days as listed above, the only remedy shall be current overtime provisions.

16. Scheduling Questions: CROZER agrees to meet with the UNION, upon request, to discuss questions pertaining to scheduling.

17. Diagnostic Medical Sonographers will no longer be required to work in the vascular lab.

18. There shall be Departmental self-scheduling committees established upon notice by the UNION to the Employer. The UNION shall designate their scheduling committee representatives. The Employer shall provide the training and information required to complete the schedule which shall include staffing rules, timeframes, and expectations of proper staffing.

- A. Shifts shall be “self-scheduled” with employees selecting their preferred shifts in the manner as described in Article 8(4)(c);
- B. Once the self-scheduling process is complete, the schedule shall be submitted to the Scheduling Committee, which shall have the authority to alter the schedule based on operational and patient care needs, as well as the staffing rules for the department;
- C. After the Scheduling Committee makes adjustments, if any, to the schedule, it shall be submitted to the Director or Manager for final approval. The Director or Manager shall have the right to return such schedule to the Scheduling Committee for adjustment. If the schedule is returned to the Director or Manager and still does not meet the staffing rules needed to run the shifts, the Director or Manager shall finalize the schedule.
- D. After the schedule has been completed by the process outlined in Subsections A – C above, it shall be posted. The schedule will be posted thirty (30) day in advance. Once the schedule has been posted it shall not be changed, except in circumstances beyond the control of the Hospital. An employee shall be permitted to switch shifts with at least twenty-four (24) hours’ advance notice, but must receive approval and is responsible for finding another employee to work the shift. A shift change will not be approved if it would result in an employee receiving overtime. Per Diem employees shall be permitted to switch shifts as long as there is no open shift.
- E. Continued failure to meet the expectations of proper staffing, including timeframes and staffing rules, may result in the termination of self-scheduling. Notice to the UNION shall be given if the self-scheduling will be terminated.

ARTICLE 16

OVERTIME, SHIFTS, AND SHIFT DIFFERENTIALS

1. Employees shall be paid one and one-half times their regular straight time hourly rate for all authorized time worked in excess of their work day or over forty (40) hours in a work week.

2. CROZER has the right, when unforeseen emergent circumstances arise, to assign mandatory overtime within reasonable limits in accordance with applicable law. Prior to assigning mandatory overtime among the working Employees, CROZER shall use volunteers or on-call staff when practicable, other Employees not scheduled to work. In the event there are insufficient volunteers, mandated overtime will be assigned based on an inverse seniority rotation. If the UNION believes that overtime is being abused, CROZER will meet with the UNION in an attempt to work out a satisfactory settlement.

3. There shall be no pyramiding of overtime.

4. Legal holidays shall be considered as time worked for the purpose of computing overtime. Other paid absences and unpaid absences shall not be considered as time worked.

5. Shift Differential: The shift differential shall be \$2.15 per hour for second shift defined as 3 pm to 11 pm and \$4.50 for third shift defined as 11 pm to 7 am.

6. CROZER will pay time and one-half for an early return (less than ten (10) hours between the completion of an Employee's work and the Employee's next scheduled shift) caused by overtime. This provision shall not apply when an Employee attends a non-mandatory professional conference, workshop, seminar, etc. during paid working hours.

7. Whenever an Employee requests a change of shift, approval of such request shall not be unreasonably withheld. If a vacancy exists in the classification in which he/she is then working and if more than one (1) Employee applies, such change shall apply to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, Employees shall have preference in filling vacancies on another shift in the classification in which he/she is then working over new Employees. The foregoing shall not interfere with any training program requiring rotation of shifts.

8. Assuming sufficient staffing needs, Employees other than in the Radiology Department shall not be scheduled on more than two (2) different shifts in any consecutive ten (10) days, unless mutually agreed upon between CROZER and the Employee.

9. An Employee who, upon request of a Supervisor, agrees to work beyond the expiration of his/her shift in order to cover an opening on the next succeeding shift due to either absence or lateness of a staff member, shall be guaranteed a minimum of one (1) hour. This guarantee shall not apply to an Employee who stays beyond the expiration of his/her shift in order to complete a test or procedure.

ARTICLE 17

PREMIUM PAY

1. Lead/Charge:

A. The Hospital will determine if a Lead or Charge is required based on business operations. Additionally, at no time will there be a Lead or Charge if there are only two staff members in a department.

B. If the Hospital determines that a Lead is required in a department, the Lead position will be posted and selection will be based on competencies and performance. In the event there is more than one staff member with the competency and performance, the selection will be based on seniority.

C. If the Hospital determines that a Charge is required in a department, the assignment will be made on a rotating basis amongst those staff members who have the competency and performance required to hold the responsibility of Charge.

D. Staff working as Charge will be eligible for Premium Pay of \$3.00 per hour when they work as a Charge.

E. Diagnostic Radiology Technicians assigned to work in the Hybrid OR will be paid premium pay of \$2.50/hour when working the assignment in the Hybrid OR.

F. Interventional Radiology Technologists assigned to work in the Neuro and Hybrid OR suites will be paid premium pay of \$.40 per hour of assignment in the Neuro and Hybrid OR Suites when working the assignment of the Neuro and Hybrid OR suites.

2. Certifications:

A. Respiratory Therapists who have passed the Nursery Competency Exam shall receive \$.40/hour for all hours working in the Intensive Care Nursery (NICU).

B. Staff who receive a required certification as determined by the Hospital will be entitled to a one-time, \$400 bonus, upon receipt of proof of certification. When Management requires a new certification, affected staff will be notified of the new requirement and will have one (1) year from notification to receive said certification.

C. Preceptor pay is \$1.00 per hour. Preceptor pay shall be defined as providing preceptor duties to respiratory therapy and radiology students and newly hired and newly registered employees.

D. A full-time Lab Technician who is permanently assigned to 2nd or 3rd shift and who is employed on that shift as a generalist shall, upon completion of each calendar quarter, receive a quarterly bonus of \$250.00 (Two Hundred Fifty Dollars) payable no later

than 30 (thirty) days following the quarter. For purposes of this provision, full-time Lab Technician, shall be defined as a Lab Technician who shall be regularly scheduled to work a minimum of 40 (forty) hours per week. This bonus shall not be pro-rated for full or part-time Lab Technicians who, for whatever reason, do not complete the full quarter of employment as a “generalist” employed on either the 2nd or 3rd shift. This quarterly bonus shall be pro-rated for those Lab Technicians employed for less than 40 (forty) hours per week on 2nd and 3rd shift as “generalists.”

ARTICLE 18

HOLIDAYS

1. Full-time Employees will be granted into a legal holiday payroll bank sixty-four (64) hours of paid legal holidays according to the following schedule:

New Year’s Day
Dr. Martin Luther King’s Birthday (nationally recognized holiday)
Memorial Day
July 4th
Norman Rayford Day (August 28th)
Labor Day
Thanksgiving
Christmas

2. Part-time Employees will be granted legal holiday bank based on their FTE status of .5, .6, or .75. Part-time employees hired after the April 2, 2019 date of ratification, shall accrue legal holiday payroll bank at one-half (1/2) the amount of full-time employees. However, those working .9 shall receive full time legal holiday bank.

3. Full-time Employees will also be granted into a personal holiday payroll bank thirty-two (32) hours of paid personal holidays at the start of each calendar year. The amount of such leave earned shall be prorated for any employee who is in less than a 1.0 FTE status, for employees hired as of the April 2, 2019 date of ratification of the CBA. There will be no carryover of personal holidays into the next calendar year. After completing their probationary period, new employees will receive personal holiday time on a pro-rata basis according to time remaining in the year.

4. Part-time Employees will be granted personal holiday bank based on their FTE status of .5, .6, or .75. Part-time employees hired after the April 2, 2019 date of ratification, shall accrue personal holiday payroll bank at one-half (1/2) the amount of full-time employees. However, those working .9 shall receive full time personal holiday bank.

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

A. Be employed for thirty days before the holiday;

- B. Work his/her regularly scheduled workday preceding and following the holiday except for an Employee's legitimate illness and CROZER will request a doctor's certificate as evidence thereof.

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 an Employee to work on any of the holidays herein specified; however, CROZER agrees to distribute holidays off on an equitable basis. CROZER shall first assign holiday work to volunteers. In the event an Employee is required to work on any of the legal holidays specified herein, he/she shall be paid at the rate of time and one-half his/her regular hourly rate of pay for all hours worked on the holiday (double time for Christmas and New Year's) and shall, in addition, receive an additional day off with pay within 30 (thirty) days of the holiday, or an extra day's pay in lieu thereof, as determined by CROZER. Whenever possible, the Employee's preference will be taken into consideration when scheduling the additional day off when an Employee has worked on a legal holiday. Employees shall be entitled to be scheduled off, on a rotating basis from the most senior staff member down, every other Christmas Day or New Year's Day.

7. A regular part-time Employee who works twenty (20) hours per week or more and who has satisfactorily completed his/her probationary period and who works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the holiday, except for an Employee's legitimate illness and CROZER may request a doctor's certificate as evidence thereof, shall receive four hours pay at his/her regular straight time hourly rate. A regular part-time Employee who works thirty (30) hours per week or more and who satisfies the other requirements of this paragraph shall receive six hours pay. A regular part-time Employee who is required to work on any of the legal holidays specified herein shall be paid at the rate of time and one-half his/her regular hourly rate of pay for all hours worked on the holiday.

8. If a holiday falls on a regular full-time Employee's scheduled day off, he/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. Whenever possible, the Employee's preference will be taken into consideration when scheduling the additional day off when an Employee has worked on a legal holiday.

9. 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/she presents an excuse acceptable to CROZER.

10. If a legal holiday falls during an Employee's vacation, at the option of CROZER the vacation shall be extended by one (1) day or the Employee shall receive an extra day's pay or a day off with pay. In making the determination, CROZER will take into consideration the Employees who work on that day.

11. A day on which a holiday is legally celebrated shall be the day on which holiday premium pay is paid to those Employees who work on that day.

For purposes of holiday premium pay only, the 10:45 P.M. to 7:15 A.M. shift beginning on the

evening before the holiday shall be considered a shift worked on the holiday. The 10:45 P.M. to 7:15 A.M. shift beginning on the evening of the holiday shall not be considered a shift worked on the holiday, except that shifts starting on or after 2:45 pm and ending at 11:15 PM on December 24 and December 31 will get time and one half.

ARTICLE 19

VACATION

1. Full-time bargaining unit employees working at CROZER on or before April 2, 2019 (ratification date of the CBA) will accrue annual vacation with pay as follows:

Years of Service	Amount of Vacation Accrued Per Year
90 days to 1.99 years	80 hours
2 years to 9.99 years	120 hours
10 years to 19.99 years	160 hours
20 or more years	200 hours

Full-time bargaining unit employees hired by CROZER after April 2, 2019 (ratification date of the CBA) will accrue annual vacation with pay as follows:

Years of Service	Amount of Vacation Accrued Per Year
90 days to 4.99 years	80 hours
5 years to 9.99 years	120 hours
10 or more years	160 hours

Part-time bargaining unit employees hired by CROZER before April 2, 2019 shall continue to accrue vacation at their current pro rata basis of .5, .6, .75, or .9.

Bargaining unit employees hired by CROZER after April 2, 2019, shall accrue vacation at one-half (1/2) the amount of a full-time bargaining unit employee. However, those working .9 shall receive full time vacation benefits.

2. The vacation allowance for each year accrues on a bi-weekly basis to the employee.
3. At no time will an employee receive pay in lieu of vacation.
4. An Employee shall be entitled to take his/her vacation at any time during the course of the year, provided that the work requirements of CROZER permit the scheduling and provided that the Employee gives CROZER at least three (3) weeks' advance notice of his/her intended vacation dates.

5. Staff shall submit weekly and daily vacation requests no later than March 15 of each year. Management shall have thirty (30) days from March 15 to pre-approve submitted vacation

requests. Where there is a conflict in choice of vacation time among employees, classification seniority shall prevail. All other vacation requests submitted after March 15 shall receive a response within two (2) weeks of date of receipt by management.

A. Between May 15 and September 15, employees will be eligible to take one-half (1/2) of their annual entitlement of vacation, to the extent allowed by hospital operations. Employees are limited to a maximum of two (2) weeks' vacation between June 1 and August 31, except in circumstances where all Employees have had the opportunity to claim their two weeks and excess time remains available for Employee vacation.

6. No part of an Employee's scheduled vacation may be charged to sick leave.

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

8. An additional paid day of vacation shall be allowed when a named holiday occurs during scheduled vacation.

ARTICLE 20

SICK LEAVE

1. Full-time, non-probationary bargaining unit employees shall accrue twelve (12) sick days per year on a bi-weekly basis. As of the April 2, 2019 date of ratification, the amount of sick leave for current, non-probationary employees shall accrue on a pro rata basis to include .5, .6, .75, and .9 benefit. Sick leave for those hired after the date of ratification, shall accrue at the rate of one-half a full-time employee. However, an employee working .9 shall accrue at a full time sick leave. Upon completion of the probationary period, employees shall be entitled to sick leave based on their full-time or part-time employment status.

2. Sick leave may be banked up to four-hundred (400) hours; once a bargaining unit employee has four-hundred-eighty (480) hours in their sick leave bank, no further sick leave shall accrue until the bank falls below four-hundred-eighty (480) hours.

All employees as of the April 2, 2019 date of ratification who have over four-hundred and eighty (480) hours in their bank are entitled to keep all such excess hours in their bank through the end date of this collective bargaining agreement.

3. Sick leave may be used only in the event a bargaining unit employee is ill or otherwise personally medically unable to work.

4. Employees who are absent for three (3) or more days will be required to provide a Certification of Health Care provider within fifteen (15) days of the first day of absence. Supervisors may require Certification of illness any time they have reason to question the

legitimacy of an illness. Should an employee fail to provide such certification, he or she may be subject to disciplinary action and may be denied sick pay.

5. Sick leave shall not be paid or cashed out, 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 leave bank payout after December 31, 2019.

ARTICLE 21

OTHER LEAVE BENEFITS

1. Bereavement: Bargaining unit employees will be eligible for Bereavement. Employees get three (3) days funeral leave (maximum of 24 hours) for: parent, step-parent, spouse, child, brother, sister, stepbrother, stepsister, legal guardian, relative residing in the same household, and same-sex domestic partner. Employees get one (1) day funeral leave (maximum 8 hours) for: parent-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.

2. Jury Duty: Bargaining unit employees who are required to serve as a petit juror shall be paid the difference between the straight time wages they would have received at their base rate of pay and the compensation they received while serving as a juror. If an employee is required by subpoena to appear in court to testify in a matter related to his/her performance as an employee of the Hospital, the Hospital shall pay the difference from the fees received for testifying and the employee's rate of pay.

3. Family Medical Leave: Bargaining unit employees will be eligible for Family Medical Leave in accordance with federal, state and local law.

A. A bargaining unit employee taking a Family/Medical Leave for the employee's own illness shall first exhaust all unused sick leave until such time is exhausted or the employee returns to work, whichever comes first. Once all sick leave is exhausted, or in the case of an employee taking Family/Medical Leave to care for a family member, the employee must use all unused personal days until such time is exhausted or the employee returns to work, whichever comes first. Once all personal days are exhausted, the employee must use all unused vacation until such time is exhausted or the employee returns to work, whichever comes first. All paid leave that is used for FMLA purposes shall run concurrently with FMLA leave.

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

A. A UNION member who has been accepted for training under the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund shall be given an unpaid leave up to and including the final day of training or

two (2) years, whichever is less. The trainee-Employee shall be returned to a higher position with CROZER if a higher position is available and if the Employee is qualified. If not, he/she shall be returned to his/her former job, including shift, and be upgraded to a higher position when the first vacancy occurs for which the Employee is qualified.

5. Personal Leave: Personal leaves of absence may be granted to eligible employees, at the discretion of the Hospital, who require extended time off from work for emergencies or other extenuating circumstances in accordance with the Employer's policies. Personal leaves will not extend beyond six (6) months from the last day of work. Any time taken as Family/Medical leave will count toward the six (6) month limit on the leave. During such leave, the Hospital reserves the right to fill the employee's position.

A. Employees on approved leaves of absences shall have their medical insurance, dental insurance, long term disability and life insurance carried, at the same shared expense as while the employee was working, for up to six months. In the event the Employer implements the following system and makes it applicable to non-union employees, such system shall supersede and replace the foregoing procedures in this Article. An employee on continuous leave of absence shall have his/her health benefits continued for the first twelve (12) weeks of such leave at the then-current cost of such coverage. The Hospital may grant discretionary extension of a leave of absence within the meaning of this Section. During such time the employee is on leave, he/she shall be required to pay his/her share of premium. If premiums are not paid within one month of the date they become owing, benefits for the employee shall cease.

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

ARTICLE 22

JOINT LABOR/MANAGEMENT COMMITTEE

1. Representatives of CCMC and 1199C may meet quarterly provided that:
 - A. The Committee meet not more than quarterly unless agreed to upon mutual agreement;
 - B. The meeting shall not last more than an hour and a half;
 - C. The agenda covers the following:
 - i. Management Update – State of the Hospital
 - ii. Union-Management Items of Mutual Interest
 - iii. Professional Staffing and Development

- iv. Special Topics
- v. Collaborative Projects
- vi. Other labor management problems that may arise from the previous meeting

D. On a regular basis, no more than four (4) individuals for each side may attend. Such meetings will be conducted on a mutually agreed upon date and time to be determined after the April 2, 2019 ratification of this agreement;

E. Five days prior to the scheduled labor management meeting, the UNION shall provide an agenda. At this time, the UNION and Management may mutually agree upon additional attendees (employees or management personnel) to attend the meeting to address specific agenda items during the meeting. Management will make every attempt to release the requested UNION members to attend; however, if Management is unable to release the requested UNION members due to patient care requirements, the UNION will identify other employees who can attend without impacting the staffing schedule;

F. If a meeting is scheduled during working hours of any employee representative, he or she may be permitted to attend without loss of pay, provided patient care needs allow for the absence of the employee. In the event of a meeting going over an employee's regularly scheduled time, there shall be no payment of premium pay.

G. Management will provide a note taker to take joint notes, and the UNION and Management agree to review and approve the notes of the prior meeting at the beginning of each labor management meeting.

H. Nothing in this Article shall be grievable or arbitrable under Articles 12 and 13 solely under this Article, unless the issue is grievable and arbitrable under another Article of this agreement.

ARTICLE 23

RETIREMENT PLAN

1. CROZER shall contribute to the National Pension Fund for Hospital and Health Care Employees monthly, a percentage of the gross payroll of bargaining unit Employees, exclusive of Employees who have not completed their probationary period. The parties agree to adopt Schedule A of the Rehabilitation Plan adopted by the Board of Trustees. The contributions by CROZER will be in accordance with Schedule A. Such contributions shall be used by the Trustees of the Fund for the purpose of providing pension or retirement benefits for the Employees within the bargaining unit as the Trustees may from time to time determine.

2. Such payments by CROZER shall be made monthly based upon the previous month's payroll and shall be mailed to the Fund on or before the 15th day of each month.

3. The Fund shall be administered under the terms and provisions of the agreement and Declaration of Trust and amendments thereof which provided for equal representation by the UNION and the Employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that arbitration before an arbitrator or umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust and his/her decision shall be final and binding.

4. An independent audit of the Fund shall be made annually and a statement of the results thereof shall be furnished to CROZER.

5. Together with the periodic payments herein provided, CROZER shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.

6. The Fund at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.

7. CROZER agrees to make available to the Fund such records of Employees as classifications, names, social security numbers and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient operation of the Fund or that may be required by ERISA or that may be required in order to determine the eligibility of Employees for Fund benefits and to permit an accountant for the Fund to audit such records.

8. Any contributions CROZER shall be required to make under this Article shall be reduced by any previous contributions by CROZER in excess of those required under this or preceding contracts. CROZER shall inform the UNION and the Plan Trustees of the basis for any such credit thirty (30) days prior to the month or months in which such credit shall be exercised.

9. 401(k). CROZER will offer full-time and regular part-time bargaining unit employees the opportunity to participate with personal contributions in the 401(k) plan and to participate in the match as defined in the Plan Document. Bargaining unit employees shall not be entitled to the non-contributory match in the 401(k) plan due to their participation in the National Pension Fund for Hospital and Healthcare Employees.

ARTICLE 24

HEALTH AND WELFARE

1. CROZER will continue to offer full-time and regular part-time bargaining unit employees the opportunity to participate in health and welfare benefits as offered and managed by Prospect.

2. Effective January 1, 2020, when spouses both work for CROZER, and are eligible for Health Insurance Coverage, one spouse may elect to have coverage for employee plus spouse or employee plus family.

ARTICLE 25

TRAINING AND UPGRADING

1. CROZER shall continue to contribute to the Philadelphia Hospital & Health Care District 1199C Training and Upgrading Fund a sum equal to one and one half percent (1.5%) of the gross payroll for all Employees covered by this Agreement who have satisfactorily completed their probationary period. Such payments shall be based on the previous month's payroll.

2. Contributions so received by the Trustee shall be used to study industry manpower needs, including shortages in entry level jobs, upgraded positions and credential jobs; to develop career ladders and to subsidize Employees in training and when necessary, the costs of training in areas of manpower shortages. Such programs shall be administered under the Agreement and Declaration of Trust. The Trustees of such Training and Upgrading Fund, in addition to the monies received from hospitals, shall attempt to secure such additional funds as may be advisable from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

3. The Trustees of the Training and Upgrading Fund shall be composed of an equal number of representatives designated by the UNION and the Employers. The Trust Agreement shall provide for block voting and for the resolution of any dispute or deadlock between or among the Trustees by Arbitration, as provided elsewhere in this Agreement.

4. Together with the periodic payments herein provided, CROZER shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.

5. CROZER agrees to make available to the Fund such records of Employees as classifications, names, social security numbers and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient administration of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits and to permit an accountant for the Fund to audit such records.

6. Employees shall be entitled to attend professional conferences related to their work on a reasonable non-discriminatory basis to the extent that funds are made available within a department of CROZER. If funds are depleted, CROZER shall continue its practice of allowing Employees time off with pay to attend these conferences at their own expense. Absences pursuant to this provision are subject to the discretion of the Department Head concerned and will not be unreasonably denied.

ARTICLE 26

DISCHARGE AND PENALTIES

1. CROZER shall have the right to discharge, suspend or discipline any Employee for

cause.

2. CROZER will notify the UNION in writing of any discharge or suspension within forty-eight (48) hours immediately following the discharge or suspension. If the UNION desires to contest the discharge or suspension, it must give written notice thereof to CROZER within seven (7) 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, commencing at Step Three of the grievance procedure in the case of discharge and Step Two in the case of suspension.

3. If the discharge of an Employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

ARTICLE 27

NO STRIKES, LOCKOUT OR WORK STOPPAGES

1. No strikes, work stoppages, etc. Employees shall not engage in any strike, sympathy strike, slowdown, sit-down, work stoppage, or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the cause there for. Neither the employees, the UNION, nor any officers, agents or other representatives of the UNION shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate in any strike, sympathy strike, slowdown, sit-down, work stoppage, or any other concerted activities which interrupt or tend to interrupt or tend to interrupt the full performance of work during the life of this Agreement. Any employee who violates this Article may be subject to discharge. Such discharge shall not be subject to arbitration except on the limited issue as to whether the employee has engaged in such proscribed activity.

2. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of CROZER occur, the UNION shall, immediately upon request by CROZER:

A. Publicly disavow such action by the Employees.

B. Notify the Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.

C. Post notices on the UNION bulletin board advising that it disapproves of such action and instructing Employees to return to work immediately.

3. CROZER agrees that it will not lock out Employees during the term of this Agreement.

4. Additional Procedure. In the event of a violation of this Article, and in addition to

any other remedy, the Employer may file a grievance regarding such violation by notice thereof to the UNION and to the Federal Mediation and Conciliation Services which shall within four (4) hours upon receipt of the grievance appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twelve (12) hours of his/her appointment upon notice to the Employer and the Union, and shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he/she may deem appropriate to terminate such violation, of Article 27. No opinion shall be required, but only written award and order by the arbitrator. It is agreed that such award and order may be immediately confirmed without notice to any other interested party by any court of competent jurisdiction upon the motion, application or petition of the Employer. The same procedure shall be applicable in the event of a violation of the No Lockouts by the Employer.

ARTICLE 28

EFFECT OF LEGISLATION - SEPARABILITY

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

ARTICLE 29

HUMANITARIAN RIGHTS

The parties hereto agree that no actions will be taken or condoned which will adversely affect or disrupt the primary mission of CROZER to provide and sustain the highest possible standards of patient care. It is further agreed that no action will be taken or condoned which will adversely affect the safety, health and welfare of patients, visitors, employees and staff of the Medical Center.

ARTICLE 30

UNIFORM ALLOWANCE

1. Partial uniform is defined as shoes and a lab coat. Full uniform is defined as scrub top, scrub pant, and shoes. IR Technologists shall be provided with scrub gowns and/or scrub shirts and pants.

2. In cases where an Employee purchases, launders or maintains required uniforms, the Employee shall receive an allowance of One Hundred Sixty (\$160.00) Dollars per year (partial uniform). For Employees who are required to wear a full uniform this allowance shall be Two Hundred (\$200.00) Dollars.

3. The uniform allowance shall be paid annually in the payroll that falls administratively following the April 2, 2019 ratification date and in accordance with the date of annual anniversary of ratification date of the contract.

4. Part time employees shall accrue at the rate of one-half a full-time employee. However, an employee working .9 shall accrue at a full-time benefit.

ARTICLE 31

PERSONNEL PRACTICES

1. Level III Attendance Suspensions and all Level I & II Disciplines on an employee's record shall be cleared after one (1) year free of any infractions. Level III Disciplines (performance related) on an employee's record shall be cleared after two (2) years free of any disciplines. Nothing in this Section shall require the Employer to remove any document from an employee's file.

2. Any Employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in review of such evaluation. Evaluation of an Employee shall be performed by his/her 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 and/or the UNION, with the Employee's written consent, shall have the right to review the contents of the Employee's personnel file to determine any matter affecting such Employee. Notice to review such files shall be given by the Employee or the UNION in writing and the files shall be making available by CROZER within two (2) working days after the receipt of such notice. The UNION 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/her personnel file unless the Employee has had an opportunity to review the material. The Employee shall acknowledge that he/she has had such an opportunity by affixing his/her signature to the copy of the material to be filed. However, such signature by the Employee shall not indicate his/her concurrence in the contents of such material. The Employee shall also have the right to submit a written answer to any material he/she finds objectionable and his/her answer shall be placed in his/her personnel file. Copies of such material shall be furnished to an Employee upon his/her written request for same for use in the grievance procedure provided herein.

ARTICLE 32

PAST PRACTICES

1. Practices and policies relating to wages, hours, and terms and conditions of employment now existing, not raised in the bargaining process and not in conflict with this Agreement may remain in effect.

2. CROZER shall provide the Union with at least 30 calendar days' notice of any proposed change and meet and discuss, upon request, with the Union regarding the elimination or modification of these practices and policies.

ARTICLE 33

MISCELLANEOUS PROVISIONS

1. Health and Safety:

A. CROZER shall furnish each Employee with a safe and healthful work place, which shall be free from exposure to dangerous levels of recognized hazards. The need for safety devices and safeguards shall be determined and specified by CROZER in compliance with applicable law. It shall be an obligation of each Employee to use these devices and safeguards as instructed.

B. CROZER shall inform Employees coming into contact with known hazardous conditions or toxic substances in the course of performing assigned duties as to the nature of the hazards and what measure, including personal protective equipment, are to be followed to avoid dangerous exposure. "Hazardous" or "toxic" shall be as determined by CROZER in accordance with applicable law.

C. CROZER shall provide such medical services and tests as may be ordered by CROZER for assessment of possible dangerous exposure to hazards and toxic substances at no cost to the Employee. CROZER agrees to provide each Employee's physician, upon written request by the physician, with a complete report of the results of any tests or examinations given.

D. CROZER will comply with all government regulations dealing with the monitoring and control of ethylene oxide.

E. CROZER shall add a member of the bargaining unit to the Safety Committee. This member shall suffer no loss of pay for attending meetings of the Safety Committee.

ARTICLE 34

DURATION

This Agreement shall be in full force and effect for the period commencing April 3, 2019 and ending April 2, 2022. CROZER and the UNION agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

PROSPECT CROZER, LLC

Peter J Adamo

Peter J Adamo
Peter J Adamo (Sep 20, 2021 16:24 EDT)

Date: Sep 20, 2021

DISTRICT 1199C, NATIONAL UNION
OF HOSPITAL AND HEALTH CARE
EMPLOYEES, AFSCME, AFL-CIO

Christen Woods

Christen Woods
Christen Woods (Oct 12, 2021 10:29 EDT)

Date: Oct 12, 2021

Charles D. Johnson

Charles D. Johnson
Charles D. Johnson (Sep 30, 2021 13:18 EDT)

Thomas R Shull

Thomas R Shull

Mark S. Mungan

Mark S. Mungan
Mark S. Mungan (Sep 26, 2021 14:19 EDT)

SIDE LETTER

1199C CCMC DUAL REGISTRY CERTIFICATIONS

1. Whenever a dual registry is required, the Hospital shall, after giving thirty days' written notice of any planned or anticipated dual registry requirement to the Union, meet and discuss with the Union the details of the same. Thereafter, the Employer shall:
 - a. Meet with staff involved to determine which certification they need.
 - b. Allow time for staff to meet with the Program Director of the Ultrasound Program. The Director will work individually to conduct a needs assessment for the specific certification required. The Director will recommend didactic material each staff may use to prepare each staff for their exam. The Director will also recommend online programs and/or materials that the Hospital has access to, provide the access and the timeframe in which access will be available.
 - c. Provide paid time off to attend up to a three-day registry prep course.
 - d. Allow employees to study during down times during working hours.
 - e. Provide resources from the Ultrasound School to achieve the second certification free of charge to the employee.
2. The Employer shall pay for the registry class and exam, to the extent that either the member or the class and/or exam is not eligible for reimbursement for the same through the Training and Upgrading fund.
3. The Employee shall:
 - a. Be responsible for the follow through of his/her plan.
 - b. Study on his/her own, as necessary.
 - c. Be proactive and meet with the Program Director or Clinical Coordinator as necessary to gain additional resources as needed based on the employee's self-assessment.
 - d. Receive the second certification within one year.
 - e. Be terminated from employment should the employee fail to pass the certification within one year.
 - f. Notify the Hospital as soon as the employee receives the exam results, as the Hospital shall help develop a study plan for the employee to retake the exam.
 - g. Take the class and exam as soon as practicable to ensure the employee has time to take the exam again should the employee not pass.
4. Helen Colton shall not be required to take the exam so long as she retires two years from the date of this agreement. She may remain in the department past the two years should she choose to get the certification.

APPENDIX A

REVISED COMPREHENSIVE WAGE SCALE

	- New Hire Scale - Incumbents below the new hire scale would move to this rate - Incumbents above the scale would be entitled to a % increase	Year 1			Year 2 1.75% above Year 1			Year 3 1.75% above Year 2		
Grade	Classifications	0 TO 3.9 YEARS	4 TO 6.9 YEAR S	7 + YEAR S	0 TO 3.9 YEAR S	4 TO 6.9 YEAR S	7 + YEAR S	0 TO 3.9 YEAR S	4 TO 6.9 YEAR S	7 + YEAR S
1	Lab Tech (MLT), EEG Tech., PSG Tech.	23.00	23.46	27.00	23.40	23.87	27.47	23.81	24.29	27.95
2	Radiologic Tech (Reg)	25.46	28.64	31.82	25.91	29.14	32.38	26.36	29.65	32.94
2A	Lead Radiologic Tech	26.46	29.64	33.82	26.92	30.16	34.41	27.39	30.69	35.01
3	Respiratory Therapist (Certified / Registry Eligible)	28.00			28.49			28.99		
3A	Respiratory Therapist (Reg)	29.00	32.55	36.10	29.51	33.12	36.73	30.02	33.70	37.37
3B	Pulmonary Function Specialist (CPFT)	30.00	33.00	36.00	30.53	33.58	36.63	31.06	34.17	37.27
4	Mammography Tech (Reg and Certified in Mammography)	31.00	33.82	36.64	31.54	34.41	37.28	32.09	35.01	37.93
4A	Lead Mammography Tech	32.00	34.82	37.64	32.56	35.43	38.30	33.13	36.05	38.97
	EP Tech (added 8-20-2019)	32.00	34.50	37.00	32.56	35.10	37.65	33.13	35.71	38.31
5	Interventional Radiology Tech	29.80	33.40	37.00	30.32	33.98	37.65	30.85	34.58	38.31
5A	Lead Interventional Radiology Tech	34.00	36.00	38.00	34.60	36.63	38.67	35.20	37.27	39.34
6	CT Tech (Reg)	29.80	36.00	38.00	30.32	36.63	38.67	30.85	37.27	39.34
6A	Lead CT Tech	30.80	37.00	39.00	31.34	37.65	39.68	31.89	38.31	40.38
	Lead EP Tech (added 8-20-2019)	34.00	36.50	39.00	34.60	37.14	39.68	35.20	37.79	40.38
7	Medical Sonography Tech. (Reg)	33.11	35.91	38.70	33.69	36.53	39.38	34.28	37.17	40.07
7A	Medical Sonography Tech - Dual Registry	36.50	39.25	41.25	37.14	39.94	41.97	37.79	40.64	42.71
7B	Lead Medical Sonography Tech	37.50	40.50	42.50	38.16	41.21	43.24	38.82	41.93	44.00
8	Nuclear Medicine Tech	40.25	40.75	41.25	40.95	41.46	41.97	41.67	42.19	42.71
8A	Lead Nuclear Medicine Tech	41.25	44.25	46.00	41.97	45.02	46.81	42.71	45.81	47.62
9	Radiation Therapy Tech	42.75	46.75	48.50	43.50	47.57	49.35	44.26	48.40	50.21
9A	Lead Radiation Therapy Tech	43.75	47.75	49.50	44.52	48.59	50.37	45.29	49.44	51.25

APPENDIX B

UNION MEMBERSHIP APPLICATION & CHECKOFF AUTHORIZATION

Hospital	Social Security No.	Init. Fee	Job Cat.	Dues Amt.	Starting Date
PLEASE DO NOT WRITE IN ABOVE SPACE—FOR OFFICE USE ONLY					

National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO
1319 Locust Street, Philadelphia, PA 19107

APPLICATION FOR MEMBERSHIP

Please print

Name _____ Date _____

Address _____ Apt. _____

City/State _____ Zip _____

Employed at _____ Dept/Job Title _____

Salary _____ Hrs. per week _____ Date Hired _____

Work Phone _____ Home Phone _____

I hereby accept membership in the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, and designate said union to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the Constitution and Bylaws of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO.

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____, 20 _____

To: _____ (the Employer)

You are directed to deduct from any wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO and become due to it, as my membership dues and/or fees or assessments in said UNION, or such equivalent or related amounts as may be required to fulfill my contractual and lawful obligation. I authorize you to deduct such amount from one or more of my weekly pay checks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

This assignment, authorization, and direction shall become effective upon delivery, subject to the check-off provisions of the current Agreement between the above-named EMPLOYER and the UNION, is voluntary and is not conditioned on my present or future membership in the Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER and the UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law including Section 302(c) of the Labor Management Relations Act of 1947.

Print Name _____ Soc. Sec. No. _____

Dept. _____ Signature _____

Address _____

Revised 9/00



APPENDIX C

CONSCIENTIOUS OBJECTOR CHECK-OFF AUTHORIZATION

Date _____

To: _____

You are hereby authorized and directed to deduct a sum equal to the initiation fee required by District 1199C, National Union of Hospital and Health Care Employees as a condition of membership and in addition thereto, deduct each month a sum equal to the monthly membership dues required by said UNION and to remit all such deductions so made to the following charity:

This contribution shall be deducted from my pay and remitted to the charity no later than the tenth (10th) day of each month immediately following the date of deduction or following the date provided in the collective bargaining agreement for such deduction.

This authorization shall be irrevocable for a period of one (1) year or until the termination date of the collective bargaining agreement, whichever is sooner and shall, however, renew itself from year to year unless the Employee gives written notice addressed to the Employer at the following address:

at least fifteen (15) days prior to any termination date of the revocation of this authorization. At the same time, notice must be given to the UNION at the address of 1319 Locust Street, Philadelphia, PA 19107 of such termination, at least fifteen (15) days prior to any termination date of the revocation of the authorization.

Print Name _____

Clock # _____

Signature _____

Department _____

Address _____

Soc. Sec. # _____

APPENDIX D

POLITICAL ACTION CHECK OFF AUTHORIZATION

Political Action—Protection for your future

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name _____

Address _____ Phone _____

City _____ State _____ Zip Code _____

Employed at _____

Department _____ Job Title _____

Amount of Pledge _____ per month _____ Soc. Sec. No. _____

Signature _____ Date _____

Register and Vote!

District 1199C Political Action Fund
Check-Off Authorization

Date _____

To: _____
(Name of Employer)

You are hereby authorized to deduct from my wages or salary the sum of \$ _____ per month, and to forward such amount to the District 1199C Political Action Fund. This is a voluntary authorization made with the specific understanding that this contribution to the District 1199C Political Action Fund is not conditional of membership in the Union or employment with the Employer. I authorize the District 1199C Political Action Fund to use this money to make political contributions and for expenditures in accordance with federal, state and local election laws and regulations. I reserve the right to cancel this instrument at any time, in writing.

Soc. Sec. No. _____ Signature _____

Dept. _____ Home Address _____

04/2013



APPENDIX E

EP TECH RESIDUAL UNIT ADDENDUM

Prospect CCMC, LLC/Crozer-Chester Medical Center

and

**National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO and its
affiliate District 1199C**

Residual Unit of EP Technical Employees at Crozer-Chester Medical Center

ADDENDUM

Whereas the full-time and regular part-time EP Technologists employed by Prospect CCMC, LLC/Crozer-Chester Medical Center (“the Hospital” or “the Employer”) elected the National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO and its affiliate District 1199C (“the Union”), in an election conducted on May 30, 2019, by the National Labor Relations Board (in a case docketed as Case 04-RC-241052) and whereas the above-mentioned employees chose to be added to the existing bargaining unit of technical employees represented by the Union at the Hospital, the Parties agree that the terms and conditions contained in this Addendum shall apply to said employees.

Section 1 – Applicability of CBA Provisions

1. The following Articles in the collective bargaining agreement (“CBA”) between the Parties, effective from April 2, 2019 through April 1, 2022, shall apply in full to the employees covered by this Addendum: Articles 2-7, 10-13, and 15-35.

Section 2 – Recognition

2. Revise the following sentence to Section 1 of Article 1 (Recognition) of the Agreement: “CROZER hereby recognizes the UNION as the sole bargaining representative of the Employees of CROZER as defined in Section A (below) pursuant to a certification by the National Labor Relations Board in Case Nos. 04-RC-11532 and 04-RC-241052, which became final on September 16, 1975 and June 10, 2019, respectively, and this Agreement shall apply only to such Employees.”
3. Add “Electrophysiologist Technologist” and “Lead Electrophysiologist Technologist” to the list of job classifications in Section 1.A. of the Agreement.

Section 3 - Seniority and Layoffs

4. For purposes of application of Article 8 (Seniority) of the 2019-2022 collective bargaining agreement to the Employees covered by this Agreement who were incumbent in their positions at the time this Agreement was ratified, their classification seniority date and bargaining unit seniority date shall be the date they were hired as an Electrophysiologist Technologist at Crozer-Chester Medical Center. Article 8 shall otherwise apply to Employees covered by this Agreement.

5. In Article 9 (Layoff), add the following as Section 1.N.:

N. Electrophysiologist Technologist

Lead Electrophysiologist Technologist

Section 4 - Wages

6. The wage scale at Appendix A of the parties' 2019-2022 collective bargaining agreement shall be amended as follows, and incumbent Employees shall be placed on this scale the first payroll period following the date of ratification of this Agreement:

Year 1:

Classifications	0-3.99 years	4-6.99 years	7 years or more
EP Tech	\$32.00	\$34.50	\$37.00
Lead EP Tech	\$34.00	\$36.50	\$39.00

Year 2 (1.75% increase):

Classifications	0-3.99 years	4-6.99 years	7 years or more
EP Tech	\$32.56	\$35.10	\$37.65
Lead EP Tech	\$34.56	\$37.10	\$39.65


Year 3 (1.75% increase):

Classifications	0-3.99 years	4-6.99 years	7 years or more
EP Tech	\$33.13	\$35.71	\$38.31
Lead EP Tech	\$35.13	\$37.71	\$40.31

The above wage scale reflects all wage increases due to Employees covered by this Agreement for the duration of the 2019-2022 collective bargaining agreement between the parties. The increases in years 2 and 3 of the agreement shall become effective at the same time as the increases for other employees in the bargaining unit.

7. This Agreement shall not be effective until, and is contingent upon, ratification by the bargaining unit. The Union shall recommend ratification of this Agreement.

Employer: Liz Belletta
Title: VP, HR
Date: 8-20-19

Union: 
Title: 1199C REP
Date: 8/20/19

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1199C 2019 CBA MSM DRAFT 04302020

Final Audit Report

2021-10-12


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By:	Derrick Skipper (dskipper@1199cnuhhce.org)
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 Agreement completed.

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