

Memorandum of Agreement

By and Between

District 1199C and Prospect CCMC, LLC

May 25, 2022

The below memorializes the Tentative Agreements that have been reached between District 1199C and Prospect CCMC, LLC. Both parties agree to the amended terms and conditions listed below. Those terms and conditions not explicitly listed below remain unchanged and in full force and effect in the collective bargaining agreement.

Article 7: Probationary Employees

Modify Section 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 absences. If CROZER needs additional time to evaluate a probationary Employee, the probationary period may be extended by increments of thirty (30) days, but not to exceed one-hundred and fifty (150) days, upon written notice to the UNION.

Modify Section 3 – New Hires will begin to accrue vacation time, personal time, and sick time upon the date of hire; however, they will not be able to use any time until they complete their first ninety (90) days of employment.

Article 14: Wages

Notes to Appendix A Wage Scale:

1. The Lead position rate will be \$2.50 per hour for all incumbents and newly hired employees
2. Employees who are over the applicable scale rate will receive the below increases.
 - a. Ratification – 5% increase to base hourly rate plus 2.5% lump sum payment
 - b. Year 2 – 3% increase to base hourly rate plus 2.5% lump sum payment
 - c. Year 3 – 3% increase to base hourly rate plus 2.5% lump sum payment
 - i. The Employer and Union agree that in addition to those identified as above the scale, the named 7 below employees will be incorporated into the “above the scale” payment structure detailed above.
 1. Jamie Kunstek
 2. Lauren Waters
 3. Frank DiCampli
 4. Heather Baffa
 5. Christine Pizii
 6. Victoria Negro
 7. Tracy DiCamillo
3. New hire employees shall be placed on the wage scale based on years licensed within that job classification or proven relevant work experience in that job classification, whichever is greater.
4. Upon the actual anniversary date of an employee’s 20th, 25th, 30th and 35th year of employment at Crozer, employees shall receive a \$0.75 increase to their base hourly rate. The increase will be effective the pay period following the anniversary.

- a. The Employer and Union agree that the following employees will be provided a one-time \$0.75 increase the pay period following ratification. This agreement applies only to the 6 employees identified below without retroactivity:
 - i. Christine Pizii
 - ii. Kyle Lombardi
 - iii. Victoria Negro
 - iv. Denise Simcox
 - v. Dawn Trivarelli
 - vi. Jamie Kunstek
5. Each year of the agreement, the employees will move accordingly on the scale on the first full pay period following ratification.
 - a. Year 2 – 1st pay period following ratification – 3.25%
 - b. Year 3 – 1st pay period following ratification – 3.25%

New Section: Recruitment and Retention Committee: CROZER and the UNION agree to meet and discuss issues regarding Recruitment and Retention. Meetings to discuss Recruitment and Retention issues will take place on a quarterly basis at a mutually agreed upon date and time. Recommended wage adjustments resulting from the Recruitment and Retention Committee, if any, will be advanced to Human Resources and the Union for negotiation.

Article 15: Hours

1. Section 5, subsection b: Amend to “Management will endeavor to allow Respiratory Department staff to take one (1) vacation day of normally scheduled weekend work per year”.
2. Section 7: Increase the “On call pay rates as follows
 - a. Weekday \$4.75/hour
 - b. Weekend \$5.00/hour
 - c. Holiday \$6.00/hour

Article 16: Overtime, Shifts, and Shift Differentials

1. Section 5: Increase the shift differential by ten cents per hour as follows: \$2.25 per hour for second shift defined as 3pm to 11pm and \$4.60 for third shift defined as 11pm to 7am.
2. Section 6: Modify as follows: Crozer will pay time and one-half for an early return or when called in while on-call (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 Employee attends a non-mandatory professional conference, workshop, seminar, etc. during paid working hours.

Article 19: Vacation

1. Section 1 modify the vacation accrual chart for the “Full-time bargaining unit employees hired by CROZER after April 2, 2019 (ratification date of the CBA)”
 - a. 0 – 1.99 years (80 hours)
 - b. 2 – 9.99 years (120 hours)
 - c. 10 or more years (160 hours)

2. Section 5: Insert as second sentence: "Respiratory Therapy shall start the vacation request process on November 15 of each year for the following year's vacations and management shall have until March 15 to pre-approve submitted vacation requests."

Article 20: Sick Leave

1. Section 2 (second paragraph): Update to "All employees, as of the date of ratification, who have over four hundred eighty (480) hours in their banks are entitled to keep all such excess hours in their bank through the end date of this collective bargaining agreement. At the conclusion of this bargaining agreement, any excess hours will be forfeited."

Article 24: Health and Welfare

1. Effective July 1, 2022, Employees premium contributions for the Health & Welfare Plans shall be no greater than that of any group of Employees of the Prospect Crozer Health System.

Article 31: Personnel Practices

1. Section 1: Housekeeping – amend Level III Attendance "suspension" to "final warning"

Article 34: Duration

1. This agreement shall be in full force and effect for the period commencing (INSERT DATE OF RATIFICATION) and ending 11:59pm (INSERT DATE OF the eve of the 3rd anniversary). 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.

Side Letter: Notification

1. In the event of sale or transfer of control of the Facility, the Employer shall, within a reasonable period but not less than thirty (30) days of the effective date of the sale or transfer, provide the Union with the new employer's or entity's name, address, and designated representative. Prior to the sale or transfer, the Employer shall inform the new owner and/or employer or entity of the existence of this Agreement and of its terms and conditions.

Appendix E: EP Addendum

1. Incorporate Items from Addendum into the CBA as specified within that document and eliminate Appendix E.

Appendix A – WAGE SCALE

Grade	Position	Contract Year	Years since Certification 0-1.99	Years since Certification 2-3.99	Years since Certification 4-5.99	Years since Certification 6-7.99	Years since Certification 8-9.99	Years since Certification 10+
1	Lab Tech (MLT), EEG Tech, PSG Tech	Ratification	\$27.15	\$28.45	\$29.72	\$31.00	\$31.93	\$33.23
		Year 2 (3.25%)	\$28.03	\$29.37	\$30.69	\$32.01	\$32.97	\$34.31
		Year 3 (3.25%)	\$28.94	\$30.33	\$31.68	\$33.05	\$34.04	\$35.43
2	Radiologic Tech (reg)	Ratification	\$29.10	\$30.38	\$31.65	\$32.95	\$34.93	\$35.61
		Year 2 (3.25%)	\$30.05	\$31.37	\$32.68	\$34.02	\$36.07	\$36.77
		Year 3 (3.25%)	\$31.02	\$32.39	\$33.74	\$35.13	\$37.24	\$37.96
3	Respiratory Therapist (reg eligible)	Ratification	\$30.73					
		Year 2 (3.25%)	\$31.73					
		Year 3 (3.25%)	\$32.76					
3A	Respiratory Therapist (reg)	Ratification	\$31.98	\$33.40	\$35.65	\$37.30	\$39.61	\$40.40
3B	Pulmonary Function Specialist (CPFT)	Year 2 (3.25%)	\$33.02	\$34.49	\$36.81	\$38.51	\$40.90	\$41.71
		Year 3 (3.25%)	\$34.09	\$35.61	\$38.00	\$39.76	\$42.23	\$43.07
		Ratification	\$33.89	\$34.49	\$37.05	\$37.46	\$40.21	\$40.68
4	Mammography Tech (reg and certified)	Year 2 (3.25%)	\$34.99	\$35.61	\$38.25	\$38.68	\$41.52	\$42.00
		Year 3 (3.25%)	\$36.13	\$36.77	\$39.50	\$39.94	\$42.87	\$43.37
		Ratification	\$35.00	\$36.00	\$38.03	\$39.10	\$41.11	\$42.00
5	EP Tech	Year 2 (3.25%)	\$36.14	\$37.17	\$39.27	\$40.37	\$42.45	\$43.37
		Year 3 (3.25%)	\$37.31	\$38.38	\$40.54	\$41.68	\$43.83	\$44.77
		Ratification	\$34.69	\$36.22	\$37.75	\$39.28	\$40.81	\$42.46
6	Interventional Radiology Tech	Year 2 (3.25%)	\$35.82	\$37.40	\$38.98	\$40.56	\$42.14	\$43.84
		Year 3 (3.25%)	\$36.98	\$38.61	\$40.24	\$41.87	\$43.51	\$45.26
		Ratification	\$35.19	\$36.72	\$38.25	\$39.78	\$41.31	\$42.96
6A	Neuro Interventional Radiology Tech	Year 2 (3.25%)	\$36.33	\$37.91	\$39.49	\$41.07	\$42.65	\$44.36
		Year 3 (3.25%)	\$37.51	\$39.15	\$40.78	\$42.41	\$44.04	\$45.80
		Ratification	\$34.69	\$36.22	\$39.32	\$40.32	\$41.71	\$42.46
7	CT Tech (reg)	Year 2 (3.25%)	\$35.82	\$37.40	\$40.60	\$41.63	\$43.07	\$43.84
		Year 3 (3.25%)	\$36.98	\$38.61	\$41.92	\$42.98	\$44.47	\$45.26
		Ratification	\$36.33	\$37.52	\$39.22	\$40.65	\$42.47	\$43.47
8	Medical Sonography Tech (reg)	Year 2 (3.25%)	\$37.51	\$38.74	\$40.49	\$41.97	\$43.85	\$44.33
		Year 3 (3.25%)	\$38.73	\$40.00	\$41.81	\$43.34	\$45.28	\$46.34
		Ratification	\$40.07	\$40.75	\$43.18	\$43.78	\$45.26	\$45.95
8A	Medical Sonography Tech - Dual Registry	Year 2 (3.25%)	\$41.37	\$42.07	\$44.58	\$45.20	\$46.73	\$47.44
		Year 3 (3.25%)	\$42.72	\$43.44	\$46.03	\$46.67	\$48.25	\$48.99
		Ratification	\$44.17	\$44.87	\$45.14	\$45.42	\$45.70	\$46.70
9	Nuclear Medicine Tech	Year 2 (3.25%)	\$45.61	\$46.33	\$46.61	\$46.90	\$47.19	\$48.22
		Year 3 (3.25%)	\$47.09	\$47.83	\$48.12	\$48.42	\$48.72	\$49.78
		Ratification	\$46.92	\$47.25	\$51.43	\$51.79	\$53.22	\$53.85
10	Radiation Therapy Tech	Year 2 (3.25%)	\$48.44	\$48.78	\$53.10	\$53.47	\$54.95	\$55.60
		Year 3 (3.25%)	\$50.02	\$50.37	\$54.83	\$55.21	\$56.74	\$57.41

This memorandum of agreement is entered into on May 25, 2022 with the unanimous recommendation of both negotiating committees and is subject to ratification by the membership of District 1199C employed by the hospital - Prospect CCMC, LLC.

For the Hospital: Thomas R. Shull Date: 5/31/2022

For the Union: [Signature] PAUL GRUBB DISTRICT 1199C Date: 5/27/2022