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## **AGREEMENT**

This Agreement is made and entered into this **June 20, 2025**, by and between Temple University Hospital – Jeanes Campus (hereinafter referred to as “Jeanes”, “Employer,” or “the Hospital”) and the Pennsylvania Association of Staff Nurses and Allied Professionals (hereinafter referred to as “PASNAP” or “the Union”).

It is the intent and purpose of the parties hereto that this Agreement promote and improve mutual interests of Jeanes as well as of its employees and the patients of Jeanes and to avoid interruptions and interferences with Jeanes’s operations and to set forth herein the parties’ Agreement covering rates of pay, hours of work, and conditions of employment. It is also the purpose of this Agreement to continue equitable employment conditions and an orderly system of employee/employer relations, to continue to facilitate the solution of mutual problems, and to continue to improve the care of patients. The parties therefore agree as follows:

### **ARTICLE 1 RECOGNITION**

#### **Section 1:**

Jeanes recognizes the Union as the collective bargaining representative of the unit certified in case 04-RC-333419 consisting of full-time, regular part-time, and per diem technical employees employed by Jeanes at its 7600 Central Avenue, Philadelphia, PA facility in the following classifications:

ANESTHESIA TECHS	MRI TECHNOLOGISTS
CARDIAC CATH TECHNOLOGISTS	NUCLEAR MED TECHNOLOGISTS

CERTIFIED OCCUPATIONAL THERAPY ASSISTANTS	OR TECHNICIANS
CT TECHNOLOGISTS	PHYSICAL THERAPY ASSISTANTS
ECHOCARDIOGRAPHY TECHNICIANS (REG)	POLYSOMNOGRAPHERS
ECHOCARDIOGRAPHY TECHNICIANS	RADIOLOGY TECHNOLOGISTS
GI TECH	RESPIRATORY THERAPISTS
LEAD CT TECHNOLOGISTS	SENIOR RAD/CT TECHS
LEAD DIAGNOSTIC TECHNICIANS	SENIOR RADIOLOGY TECHS
LEAD MEDICAL LAB TECHNICIANS	SPEC STUDIES TECHNOLOGISTS
LPNs	SENIOR RESPIRATORY THERAPISTS
MAMMOGRAPHY TECHNOLOGISTS	ULTRASOUND TECHNOLOGISTS
MEDICAL LAB TECHNICIANS	

Jeanes recognizes the Union as the collective bargaining representative of the unit certified in case 04-RC-344319 consisting of full-time, regular part-time, and per diem professional employees employed by Jeanes at its 7600 Central Avenue, Philadelphia, PA facility in the following classifications:

CARDIOPULMONARY THERAPIST	SENIOR CARDIOPULMONARY THERAPIST
CLINICAL SPECIALIST PHARMACY	SENIOR OCCUPATIONAL THERAPIST
MEDICAL TECHNOLOGIST	SENIOR PHYSICAL THERAPIST

NUTRITIONIST	SENIOR SPEECH THERAPIST
OCCUPATIONAL THERAPIST	SOCIAL WORKER
PHYSICAL THERAPIST	SPEECH THERAPIST
PHYSICIAN ASSISTANT	STAFF CHAPLAIN
REGISTERED PHARMACIST	

**Section 2:**

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 Section 1.

**Section 3:**

When a new job classification is created within the bargaining unit, Jeanes will notify the Union and shall bargain over the wage rate for the new position.

**ARTICLE 2  
MANAGEMENT RIGHTS**

**Section 1:**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in Jeanes, including, but not limited to the rights: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to utilize part-time, per diem, and temporary employees and volunteers; to hire employees, determine their qualifications and assign and direct their work; to assign on a temporary basis bargaining unit employees to non-bargaining unit positions; to promote, demote, transfer and layoff employees; to set the standards of productivity and the services to be rendered; to determine an employee's ability to perform assigned work in a satisfactory manner without the benefit of training; to determine the form of compensation for employees; to maintain the efficiency of operations; to determine

the personnel, methods, procedures, means and facilities by which operations are conducted; to set the starting and quitting time, the number of hours and shifts to be worked and the workweek; to require, schedule and assign overtime work; to establish and change work schedules and assignments; to use independent contractors to perform work or services or to subcontract regardless of whether this results in the reduction of bargaining unit positions; to close down or relocate Jeanes's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to require employees to submit to drug and/or alcohol tests and/or criminal background checks and/or driving record checks as requested by Jeanes; to establish new job classifications and to determine job content; to control and regulate the use of machinery, facilities, equipment and other property of Jeanes; to introduce new or improved service, testing and maintenance methods, materials, machinery and equipment; to issue, amend and revise policies, rules, regulations and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of Jeanes and to direct Jeanes's employees.

Jeanes's failure to exercise any right, prerogative or function hereby reserved to it, or Jeanes's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of Jeanes's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **Section 2:**

No rules, customs, past practices or agreements, other than those expressly contained herein, shall limit or restrict Jeanes's right to determine the staffing requirements for work to be performed within the scope of this Agreement or the exercise of any other management right. No rules, customs or past practices which limit or restrict productivity, efficiency, the individual and/or joint working efforts of employees, the amount of work which an

employee may perform or, in any other way, Jeanes's right to manage its business shall be permitted.

### **Section 3:**

In recognition of Jeanes's need for operational flexibility, supervisors, volunteers, other non-bargaining unit personnel and/or outside contractors also may perform work normally performed by employees covered by this Agreement.

## **ARTICLE 3 – UNION MEMBERSHIP AND DUES CHECK OFF**

### **Section 1: Maintenance of Membership**

(a) As permitted by applicable law, all employees covered by this Agreement who are members of the Union shall, as a condition of employment, remain members over the full duration of this Agreement. Any employee who becomes a member of the Union during the term of this Agreement shall, as a condition of employment, remain a member of the Union during the terms of this Agreement. Any new employee shall, as a condition of employment, become a member of the Union upon completion of thirty (30) days of continuous employment and shall remain a member of the Union during the term of this Agreement. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if the member timely tenders their periodic dues and standard assessments.

(b) An employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting their discharge, be discharged to the extent permitted by law if, during such period, the required dues and standard assessments have not been tendered.

### **Section 2: Check-Off**

(a) Beginning no later than sixty (60) days following the latter of ratification of this Agreement and the Union's submission of information to Jeanes regarding the structure of the dues deductions, Jeanes will, upon receipt of a written authorization from an employee and pursuant to such authorization, deduct from the wages due said employee each pay, starting not earlier than the first pay period following the receipt of such authorization, and remit to the Union at its principal office regular dues, fees and standard assessment as fixed by the Union. A copy of the report of such payments shall be sent to the Local Treasurer.

(b) Jeanes will be relieved from making such check-off deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, (d) an approved Leave of Absence, or (e) revocation of the check off authorization, in accordance with its terms or with applicable law. This provision, however, shall not relieve any Union members of the obligation to make the required dues and assessment payments pursuant to the Union constitution in order to remain in good standing.

(c) Jeanes will not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions.

(d) Each month, no later than the fifteenth (15th) of the month, Jeanes shall remit to the Union at its principal office, deductions made from the wages of employees for the preceding month, together with a list of all employees from whom deductions have been made and a listing of the deduction made from each employee. The report of dues deduction shall be provided electronically in a spreadsheet format.

### **Section 3:**

Jeanes will furnish the Union each month with the names of newly hired employees, their addresses, their employee identification numbers, classifications of work, department, their dates of hire, full time or part time status, shift and phone number, the names of terminated employees, together with their dates of termination, changes of addresses, or names reported by employees and names of employees on leave of absence.

Employees shall promptly notify Jeanes and the Union of changes in their addresses and names.

**Section 4:**

On August 1st of each year, Jeanes shall furnish the Union Local Secretary with a list containing the names, addresses, classifications and locations of work, their dates of hire into a bargaining unit position, and current hourly rate for all employees in the unit.

**Section 5:**

The Union agrees to indemnify and hold Jeanes harmless against any and all claims, demands or suits (including attorney's fees) brought by third parties, including employees, that may arise out of or by reason of action taken or not taken by Jeanes for the purpose of complying with this Article including the deduction of dues and fees.

**Section 6: Political Action Check Off**

Beginning no later than sixty (60) days following the latter of ratification of this Agreement and the Union's submission of information to Jeanes regarding the structure of the deductions, Jeanes agrees to enable voluntary contributions to the PASNAP PAC political advocacy fund through a payroll check-off provision. Upon receiving the check-off authorization, Jeanes shall deduct such funds from each payroll and forward such to PASNAP once per month along with a list of contributors, no later than the 15th of the following month.

## **Section 7: Agency Fee**

(a) All present employees who are not Union members, and who do not become and remain members in the future, shall, as permitted by law, as a condition of employment, effective the date of this Agreement, pay to the Union each month an Agency Fee in the amount equal to the regular monthly dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union, less the cost for the previous Union fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Union as exclusive bargaining representative.

(b) The Union shall provide Jeanes with the name of each non-member who is obligated to pay an Agency Fee, the amount of the fee to be deducted from the salary or wages of each non-member, which shall be a percentage of the regular monthly dues payment. Beginning no later than sixty (60) days following the latter of ratification of this Agreement and the Union's submission of an Agency Fee deduction authorization, Jeanes will deduct the Agency Fee in accordance with the schedule, as permitted by law, and promptly transmit the amount deducted to the Union.

(c) Jeanes shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an approved Leave of Absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

(d) Jeanes shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions. Employees returning from Leave of Absence shall have their check-off continued or resumed immediately.

## **ARTICLE 4**

### **UNION ACTIVITY/VISITATION/BULLETIN BOARDS**

#### **Section 1:**

Except as provided in this Agreement, no employee shall engage in any Union activity, including distribution of literature during the employee's working time or in working areas of any facility owned or operated by Temple University Health System ("TUHS") or any of its subsidiaries or affiliates (collectively, "the Company"), at any time.

#### **Section 2:**

The Union will designate members to act as shop stewards/delegates. Delegates will be given reasonable opportunity, consistent with Jeanes's operational needs, to investigate grievances and to otherwise carry out union business. In every instance when such time is needed, the delegate will first secure the permission of their immediate supervisor before temporarily leaving their work station. Any abuse such as roaming, taking excessive time, or not limiting activities to union matters shall be grounds for discipline. As with other members of the bargaining unit, a delegate conducting union business on lunch or break time will not therefore receive additional lunch or break time.

#### **Section 3:**

A duly authorized officer or staff representative of the Union, after first reporting and receiving permission of the VP of Human Resources or their duly authorized representative, shall have reasonable access to the bargaining unit employees' work areas at Company facilities at reasonable times for the purpose of administering the terms of the collective bargaining agreement. Such permission shall not be unreasonably denied. Such visits shall not interfere with the operations of the Company. The duly authorized officer or representative may not access non-public

areas of the Company unless escorted by a person approved by management.

**Section 4: Bulletin Boards**

Jeanes will provide two (2) designated bulletin boards that may be used by the Union for the purpose of posting official Union notices.

**Section 5: Orientation**

Jeanes will give newly-hired bargaining unit employees the opportunity to attend a thirty (30) minute presentation by the Union during the employee's orientation period. If the employee is participating in a formal on-site group orientation, the Union's presentation will take place in person during the period of the on-site orientation. Otherwise, the Union's presentation may occur virtually.

**ARTICLE 5  
NO STRIKE NO LOCKOUT**

**Section 1:**

In consideration of Jeanes's commitment as set forth in Section 3 of this Article, the Union, its officers, agents, representatives, stewards, committeepersons and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, slowdown, work stoppage, or boycotting (whether primary or secondary) of Jeanes, or any other Company subsidiary or location or any of their employees or officers, or any other economic action of whatsoever nature, or any interference with or interruption of work at any of Jeanes's operations. This will not prevent the Union from engaging in

informational picketing that is not designed to persuade any employee to cease working at any of Jeanes's operations.

**Section 2:**

The failure or refusal on the part of any employee to comply with the provisions of this Agreement shall be cause for immediate discipline, including discharge, at the sole discretion of Jeanes. The failure or refusal by a Union officer, agent, representative, steward or committee member to comply with the provisions of Section 1 of this Article constitutes leading and instigating a violation of said Section 1, it being specifically agreed that the Union officers, agents, representatives, stewards and committee members, if employed by Jeanes, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 1 of this Article by reporting to work and performing work as scheduled and/or required by Jeanes.

In any arbitration proceeding contesting discipline imposed on an employee under Section 1 of this Article, the arbitrator's jurisdiction shall be limited to determining whether any conduct prohibited in Section 1 occurred and whether the employee(s) whose discipline is the subject of arbitration in any manner engaged in conduct prohibited by Section 1. If the arbitrator finds that the employee(s) in any manner engaged in conduct prohibited by Section 1, the arbitrator shall deny the grievance(s) giving rise to the arbitration and shall have no authority to modify or alter the discipline imposed by Jeanes.

**Section 3:**

Jeanes agrees that there shall be no lockout of employees during the term of this Agreement.

**Section 4:**

In the event of an alleged violation of Section 1 of this Article by the Union or violation of Section 3 of this Article by Jeanes, Jeanes or the Union, respectively, may institute expedited arbitration proceedings regarding such alleged violation of Section 1 or

Section 3, respectively, by delivering notice thereof by hand delivery or facsimile or electronic mail to the Union or to Jeanes and to the American Arbitration Association. Immediately upon receipt of such notice, the American Arbitration Association shall appoint an arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearing, give notice thereof by facsimile and hold the hearing within twenty-four (24) hours after the appointment.

The fees and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by Jeanes and the Union. The failure of either party or any witnesses to attend the hearing as scheduled and noticed by the arbitrator shall not delay the hearing and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Section 1 or Section 3 of this Article has occurred or is occurring and the arbitrator shall not consider any matter justifying, explaining or mitigating such violation.

If the arbitrator finds that a violation of Section 1 or Section 3 of this Article is occurring or has occurred, the arbitrator shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on Jeanes and the Union.

**Section 5:**

In the event of an alleged violation of Section 1 or Section 3 of this Article to which Section 4 of this Article is applicable, Jeanes or the Union, respectively, may immediately apply to a court of competent jurisdiction for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged

violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

**Section 6:**

In addition to any other remedy set forth in this Article, Jeanes, or the Union, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction located within the Commonwealth of Pennsylvania, an action against the other party for damages suffered as a result of conduct by the other party which constitutes a violation of this Article. The remedies set forth in this Article are not exclusive, and Jeanes or the Union may pursue whatever other remedies are available at law or equity.

**Section 7:**

Upon notice from Jeanes of employee's violation of Section 1, the Union, within one hour or as soon as reasonably possible, but in no event more than one day, shall: publicly disavow such action; and go to the site of the work stoppage or other action to advise participants that the work stoppage or other action is unauthorized, in violation of the current labor agreements and direct that the participants return to work.

**ARTICLE 6  
EMPLOYEE CLASSIFICATION**

**Section 1: Probationary Employees**

New employees will be on probation for the first ninety (90) days after hire or transfer into a position in the bargaining unit, excluding time lost for sickness and other leaves of absence. The probationary period for part-time employees will be equivalent hours based on a 40 hour work week, but will not exceed six (6) months, excluding time lost for sickness and other leaves of absence. Per diem employees shall be considered probationary until they have worked 500 hours or twelve (12) months, whichever comes first.

Jeanes may extend the probationary period of any employee for an additional thirty (30) calendar days upon notice to the Union. The termination or suspension of any probationary employee shall not be subject to the grievance and arbitration provisions of this Agreement. Upon satisfactory completion of the probationary period, bargaining unit seniority is dated from the first probationary day with Jeanes. Subject to the above, and unless specified in the Agreement, all provisions of the collective bargaining agreement apply to probationary employees.

## **Section 2:**

Regular: Regular employees are employees who have successfully completed a probationary period. They are considered as employees who are regularly scheduled to work a normal work week. A regular/full-time employee is eligible to receive full benefits subject to the terms and conditions of each benefit. A part-time employee who is hired to work an average of twenty (20) hours per week or more over each pay period will receive benefits on pro-rated basis.

Full-Time: Full time employees are employees who are hired to work thirty-five (35) hours or more per week.

Part-Time: Part time employees are employees who are hired to work less than thirty-five (35) hours per week. Part-time employees who are hired to work less than an average of twenty (20) per week over each pay period are not eligible for benefits except as specifically provided in this Agreement.

Temporary: Temporary employees are employees who are neither regular full-time, nor regular part-time employees, who work for Jeanes on a regular basis for a period not to exceed six (6) consecutive months with no guarantee of on-going employment. Employees will be notified that they are being hired on a temporary basis at the time of hire. Temporary employees may be used by Jeanes to replace regular employees when such regular employees are off due to illness or other absence or to supplement the workforce during periods of temporary staffing needs.

Temporary employees are not part of the bargaining unit and are not covered by this Agreement. If a temporary employee is hired into a bargaining unit position at the conclusion of their temporary employment, upon completion of their probationary period they will be granted bargaining unit seniority as of their original hire date as a temporary employee.

Per Diem: Per diem or pool employees are employees who are neither regular full-time, nor regular part-time employees, who are available to work for Jeanes indefinitely on an “as-needed” basis.

## **ARTICLE 7 SENIORITY**

### **Section 1: Definition**

(a) TUHS seniority is defined as the length of continuous service, in any status, of an employee with all entities of the Company combined since their most recent hire date. TUHS seniority may also be referred to as Accrual Service Date. TUHS seniority will be used for vacation accrual.

(b) Bargaining unit seniority is the total length of time an employee has been employed in a position covered by this Agreement since the employee’s last hire date.

(c) When two employees have the same bargaining unit seniority date, the employee with the lower last four digits of the employee’s social security number will be considered to have higher seniority.

(d) Jeanes will provide the Union with a seniority list quarterly containing employees’ classification, status (full-time, part-time, per diem), and department.

### **Section 2:**

An employee will lose all seniority in the following circumstances:

- A. Voluntary resignation or retirement;
- B. Discharge for cause;
- C. Absence from work for two consecutive workdays without notifying Jeanes unless the employee is subsequently excused by Jeanes or unless the employee was unavoidably prevented from contacting Jeanes because of an extreme emergency;
- D. Failure to return to work from layoff within seven (7) calendar days following delivery of notice by certified mail from Jeanes unless an extension is granted by Jeanes;
- E. Failure to report to work at the end of an approved leave of absence, including an approved FMLA leave, unless an extension is granted by Jeanes;
- F. Maintaining any employment outside of the Company while on FMLA leave or workers' compensation leave;
- G. Layoff more than twelve (12) months.

## **ARTICLE 8 LAYOFF AND RECALL**

If Jeanes determines that it is necessary to reduce the number of employees within a job classification within a department, Jeanes will seek volunteers to be laid off first. If there are insufficient volunteers, Jeanes will lay off full-time and regular part-time employees in the impacted job classification within the department in reverse order of bargaining unit seniority.

For purposes of layoff and recall, the departments are:

Cardiac Rehab	Physician Assistants - Heart Station
Chaplain	Physical Therapy
Clinical Nutrition	Radiology-Cat Scan
Echo Lab	Radiology-Diagnostic Imaging
GI Tech	Radiology-Mammography
Interventional Cardiology	Radiology-MRI
Laboratory	Radiology-Nuclear Medicine
LPNs	Radiology-Special Procedures
Occupational Therapy	Radiology-Ultrasound
Operating Room	Respiratory
Pharmacy	Sleep
Pharmacy – BMT	Social Work
Physician Assistants – OR	Speech Therapy
Physician Assistants – PAT	

For purposes of layoff within the Echo Lab, Echocardiography Technicians and Echocardiography Technicians (Reg) will be considered one classification. For purposes of layoff with the Laboratory, Medical Lab Technologists and Medical Technologists will be considered one classification.

An employee who has less seniority may be retained due to special training, knowledge or ability. If this occurs, Jeanes will state the reason in writing to the Union and the affected employee.

**Section 2:**

Employees scheduled to be laid off will be entitled to four (4) weeks' notice or pay in lieu thereof.

**Section 3:**

A non-probationary employee who is scheduled to be laid off from a department may bid for a posted, vacant position for which the employee is qualified. The position will be awarded in accordance with Article 9 – Vacancies and Transfers. If the employee does not successfully complete the evaluation period and the employee is unable to find another position for which they are qualified, the employee will be laid off.

**Section 4:**

If Jeanes determines that it is necessary to fill a vacancy in a job classification in a department from which employees were laid off, such employees shall be recalled in reverse order of their layoff.

Laid off employees shall be eligible for recall for a period not to exceed twelve (12) consecutive months or the length of an employee's service, whichever is less

**Section 5:**

Jeanes will forward notification of the recall by certified mail, return receipt requested, and regular mail to the laid off employees' last known address. A copy of the return receipt notification will also be sent to the Union. Within seven (7) calendar days of delivery or attempted delivery of the notice, the employee must notify Jeanes of their intention to return to work on the date specified in the recall notice and return to work on that date unless an extension is granted by Jeanes.

## **Section 6:**

An employee who fails to respond to a recall notice, refuses recall, or who fails to return to work on the date specified in the recall notice after providing Jeanes with notice of the employee's intention to return, will be deemed to have abandoned employment and shall have no further recall rights.

## **Section 7:**

For one (1) year following recall, an employee who accepts recall to a position working fewer hours or a different shift than the employee worked at the time of layoff will be given preference if they apply for a position in their existing job classification within their department with additional hours or their original shift pursuant to Article 9 (Vacancies and Transfer) meaning that they will be given the position over more senior employees within their job classification and department who apply for the position unless the position requires certifications or specialized training that the employee does not possess. To exercise this right, the employee must note in their application that they are exercising their rights under this Section.

# **ARTICLE 9 VACANCIES AND TRANSFERS**

## **Section 1:**

This Article shall apply to transfers into positions within the bargaining unit and to promotions to positions within the bargaining unit at a higher pay grade. This Article does not apply to promotions or transfers outside the bargaining unit, which are at the Company's sole discretion.

## **Section 2:**

When a position becomes available, it will be posted electronically for seven (7) consecutive calendar days and simultaneously emailed to employees assigned to the department. Employees may

apply for posted positions using the Company's online application system.

**Section 3:**

The position will be awarded to the employee within the same department who has the greatest skills, ability, job performance and qualification, including certifications and specialized training, of the applicants. If all factors are equal, the position will be awarded to the employee within the same department who has the greatest bargaining unit seniority.

**Section 4:**

If no employee in the same department applies for the position, Jeanes will award the position to the bargaining unit employee or external applicant who has the greatest skills, ability, job performance (if applicable) and qualification, including certifications and specialized training, of the applicants. If all factors are equal, the position will be awarded to the bargaining unit employee who has the greatest bargaining unit seniority, as long as they are qualified for the position. Employees interviewed will be notified in writing if not selected.

**Section 5:**

A change in scheduled work hours (including a change in the employee's assigned shift length) or scheduled work days will not be considered a transfer and is not required to be posted as provided for in Section 1, but will be subject to supervisory approval based on operational need. If an employee wishes to change their scheduled work hours or work days or reduce the number of hours they are scheduled to work, the employee will submit a request to their department manager outlining the requested change. Jeanes will make an effort to honor the request when consistent with operational need, provided that the employee continues to work the minimum hours required to maintain their status (full-time, part-time, per diem).

## **Section 6:**

Any transfer of bargaining unit employees to a different position under this Article will take place as soon as practicable based on Jeanes's operational need. The transfer will occur within sixty (60) calendar days unless the delay is related to the need for compliance documentation. An employee who transfers to a different position in the same department will not be required to serve an evaluation period.

## **Section 7:**

Employees cannot transfer to a position outside of their department for twelve (12) months after their hire date. Jeanes may, but is not required to, waive this restriction if the new hire is the only qualified employee that applies for the open position. An employee who transfers to a position in another unit, is not eligible to apply for another bargaining unit position for six (6) months.

## **Section 8:**

An employee with a written warning or greater discipline that is considered active for purposes of progressive discipline in accordance with Article 11 (Discipline) is not eligible to transfer to another position.

## **Section 9:**

An employee who is transferred to a bargaining unit position in another department pursuant to this Article will serve a ninety (90) calendar day evaluation period in their new position. If the employee does not successfully complete the evaluation period, the employee will be returned to their former position, if vacant, or an equivalent bargaining unit position in their former department for which they are qualified, if available. If an applicable position is not available, the employee will be considered laid off and placed on recall.

An employee who is disciplined or discharged during the evaluation period for disciplinary reasons will continue to be able

to utilize the grievance and arbitration provisions of this Agreement.

The decision to remove an employee from their position for failure to successfully complete the evaluation period will not be subject to the grievance and arbitration provisions of this Agreement unless there is no available bargaining unit position for which the employee is qualified. In any arbitration permitted under this paragraph, the Union will bear the burden of proof, the only question before the arbitrator will be whether Jeanes followed the practices within the unit for assessing employee performance in their new position, and the arbitrator will have no authority to substitute the arbitrator's judgment for that of Jeanes in determining the qualifications of the employee in their new position.

**Section 10:**

An employee who transfers to a bargaining unit position in another department may voluntarily return to their previous position within sixty (60) calendar days of their transfer date, if the position is still available. If the employee returns to their previous position, they cannot apply for another transfer outside of their department for twelve (12) months from the date they return. If their position, or an equivalent bargaining unit position in their former department for which they are qualified, is not available, the employee may choose to be considered laid off and placed on recall.

An employee who is transferred to another department may be returned to their previously-held position at the request of Jeanes if there is a reduction or a layoff in their new department within sixty (60) calendar days following the transfer, provided a vacancy exists in their former department. An employee who is returned to a former department by Jeanes for this reason will be notified of the reason for the decision and may appeal through the grievance and arbitration procedure.

## **Section 11:**

If it is necessary to close or reduce a department or unit, Jeanes will follow the provisions of Article 8 Layoff and Recall.

## **ARTICLE 10 NO DISCRIMINATION**

Neither Jeanes nor the Union will discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, sexual orientation, gender identity, union membership or non-membership, disability, or any other basis protected by federal, state or local law.

## **ARTICLE 11 DISCIPLINE**

### **Section 1:**

The Company shall have the right to discipline any employee for just cause.

### **Section 2:**

The Union shall be provided with copies of all written disciplinary notices received by the Human Resources Department. If a Union representative is not present when the disciplinary notice is issued, the notice shall be provided electronically to the Union at the email address the Union provides to Labor and Employee Relations Office.

### **Section 3:**

Disciplinary infractions will not be considered for purposes of progressive discipline after one (1) calendar year if the employee does not receive any other disciplinary infractions during that year.

After one (1) calendar year, a disciplinary infraction will not prevent an employee from transferring under Article 9 (Vacancies and Transfers). The prior disciplines may still be considered for any other purpose, including demonstrating that the employee was on notice of prohibited conduct.

**Section 4:**

The parties recognize that the principle and practices of Just Culture are beneficial for employee morale, improving patient outcomes and reducing errors. Accordingly, the parties agree that the Just Culture algorithm should be consulted by management in determining whether disciplinary action is warranted in appropriate cases (including events that impact patient safety). The Union recognizes that the results of the Just Culture model and algorithm shall have no binding effect on Jeanes's right to impose discipline under this Agreement and the results of the Just Culture model and algorithm may not be introduced at any grievance arbitration. The parties agree that the deciding factor is whether the resulting discipline is for just cause.

**Section 5:**

Jeanes may suspend an employee without pay during an investigation for up to five (5) working days for the employee involved. If Jeanes is not prepared to make a determination at that point, any remaining suspension shall be with pay. Return to paid status shall not prejudice Jeanes's rights in grievance and arbitration. This limitation shall not apply if the bargaining unit member is uncooperative or unavailable during the investigation or where criminal charges have been filed with the Police Department, District Attorney's Office or U.S. Attorney's Office that would constitute a felony. If no arrest or indictment occurs within six (6) months of filing charges, employees will be reimbursed for regular pay lost beyond the first five (5) scheduled working days.

**ARTICLE 12  
PERSONNEL PRACTICES**

## **Section 1: Personnel Evaluations**

Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of an employee shall be performed by a supervisor with knowledge of the employee's performance and electronically 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. The parties agree that evaluations are intended as a development tool and will not be the basis of employee compensation. Any employee who is aggrieved by the content of such evaluation shall have the right to place a written response in the employee's personnel file. This section shall not be subject to the grievance and arbitration process.

## **Section 2: Access to Personnel Files**

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; however, the foregoing shall not apply to any pre-employment materials. Materials addressing an employee's performance or conduct that have not been shown to the employee may not be used as a basis for discipline.

Notice to review such files shall be given by the employee or the Union in writing to the Company and the files shall be made available by the Company within ten (10) working days after receipt of such notice. The Union agrees not to utilize this right in an abusive or excessive manner.

## **Section 3: Video Cameras and Surveillance**

Jeanes agrees that the installation of video surveillance cameras is intended for safety and security of the hospital grounds, patients and staff, and it is not intended to be used to surveil staff in order to initiate discipline. If video records are reviewed during an

investigation that could lead to discipline, such videos will be shared with the Union. Cameras shall not be placed in break rooms intended primarily for the use of staff.

## **ARTICLE 13 GRIEVANCE PROCEDURE**

### **Section 1:**

All differences or grievances that may arise between the parties pertaining to the application, interpretation, or compliance of this Agreement shall be subject to the grievance and arbitration procedure, except that disputes arising under health and welfare (including medical, dental, vision, prescription, disability, life insurance) or retirement benefit plans must be raised only through the procedure provided by the plan.

Grievances that concern the entire bargaining unit shall follow the normal grievance and arbitration process.

Without waiving its statutory or management rights, a grievance on behalf of Jeanes may be presented initially at Step 2 by notice in writing addressed to the Union at its offices.

**STEP ONE:** An employee(s) and/or the local Union representative, if requested, shall present a grievance in writing to the Labor and Employee Relations Department and discuss it with the employee's immediate supervisor within ten (10) calendar days after it arose or should have been known to the employee. The supervisor will respond in writing to the employee and the local Union representative, if requested, within ten (10) business days after the presentation of the grievance.

**STEP TWO:** If the grievance is not settled at Step One, the grievance may, within ten (10) calendar days after the answer in Step 1, be presented in Step Two. A grievance shall be presented in this step to the Labor and Employee Relations Department.

The Labor and Employee Relations Department shall hold a hearing within thirty (30) calendar days, unless such hearing is waived by either the Union or the Labor and Employee Relations Department with notice to the other party. If the hearing is waived, the Labor and Employee Relations Department shall answer the grievance within ten (10) business days of notification of the waiver. Upon presentation of the grievance, the Union shall offer available dates and times for the hearing that shall not be limited to work days. If a hearing is held, the grievance shall be answered within ten (10) business days following the hearing.

**Section 2:**

The Union shall be provided with copies of all disciplinary actions. All such notices will be provided in writing. Providing a copy to the delegate will be considered providing it to the Union. If a Delegate is not present at the issuance of the discipline, the document will be forwarded electronically to the Union at the email address provided to the Labor and Employee Relations Department.

**Section 3:**

All time limits herein specified may be extended by mutual agreement in writing. Extension requests shall be initiated to and from the Grievance Chair or PASNAP Staff Representative and the Labor and Employee Relations Department.

**Section 4:**

Failure on the part of Jeanes to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step. In the event that the Union does not make a timely appeal at any level of the grievance procedure, the matter shall be deemed settled on the basis of the Company's last response when the Company has responded, in writing, in a timely manner. In the event that the Company does not make a timely response at any level of the grievance procedure, the grievance shall be deemed

denied and the time for the Union to proceed to the next step shall begin to run on the date that the Company's response was due.

### **Section 5:**

If no appeal is taken within the time limits specified in this Agreement, the grievance will not be considered subject to the grievance and arbitration provisions of this Agreement.

### **Section 6:**

An employee who has been suspended or discharged, or the Union on the employee's behalf, may file a grievance at Step 2. A grievance that affects a substantial number or class of employees may initially be presented at Step 2. If the Union believes a grievance is a contract interpretation grievance, the grievance shall be submitted at Step 2 so that the Labor and Employee Relations Department may determine whether it should be initially heard at Step 2.

### **Section 7:**

Union participants at the second step grievance hearings may include, in addition to the grievant, the grievant's local union representative, a PASNAP staff representative, the grievance chair, and fact witnesses to the events, if any. Any grievance hearings will be held at mutually agreeable times. The Union shall provide to Jeanes in advance of the hearing the names of any witnesses, in addition to the grievant, whose presence is requested.

### **Section 8:**

If the agreed-upon time occurs during the working hours of a grievant, the grievant's delegate, or the grievance chair, Jeanes will make reasonable efforts to release the employees from work for the purpose of the hearing. If the grievance is a class action grievance concerning the application of contract language, members of the class shall be permitted to attend (operational needs permitting). Release will be limited to one (1) employee from the class, unless staffing allows for additional members of the class to be released.

The Union may designate, in addition, one (1) delegate orientee to attend any grievance hearing as an observer while not on work time. Attendance in the role of orientee shall be limited to three (3) hearings for any delegate. A delegate orientee may not participate in any way at the hearing and may not be called by the Union as a witness in any other proceeding pertaining to the grievance attended.

## **ARTICLE 14 ARBITRATION**

### **Section 1:**

A grievance that has not been resolved may, within thirty (30) working days after completion of Step 2 of the grievance procedure, be referred for arbitration by Jeanes or the Union to the American Arbitration Association (AAA). The Union must notify the VP of Labor and Employee Relations when it does so.

Prior to appealing to arbitration, by mutual agreement Jeanes and the Union may request mediation to resolve the grievance.

### **Section 2:**

Any arbitration will proceed in accordance with the voluntary labor rules of AAA. The fees and expenses of the arbitrator shall be borne equally by both parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

### **Section 3:**

The decision of the arbitrator shall be final and binding upon both parties and the employee.

#### **Section 4:**

The arbitrator shall have jurisdiction only over grievances after completion of the grievance procedure and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

#### **Section 5:**

If the discipline, suspension or 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 to either party. The term "patient" for the purposes of this Agreement shall include those seeking admission, those seeking care or treatment, and those already admitted, as well as a person accompanying a patient in seeking or receiving care.

#### **Section 6:**

Only one (1) grievance shall be scheduled for the same arbitration hearing except by mutual agreement of the Parties.

#### **Section 7:**

Employees and Jeanes will make efforts to arrange schedules to allow a grievant to attend arbitration on their own behalf. If such request by the grievant is made at least three (3) weeks prior to the arbitration hearing, such arrangement shall be made by adjusting the employee's work schedule. If the employee does not wish to rearrange their work schedule, they shall be permitted to use a personal or vacation day or take the day without pay. A nightshift employee will be released from the shift before or after the arbitration, as appropriate. If a hearing requires multiple days and schedules cannot be adjusted due to short notice of a subsequent date, Jeanes will make every effort to release the grievant including reassignment or rescheduling of other employees.

## **LABOR-MANAGEMENT COMMITTEE**

### **Section 1:**

The parties shall establish a Labor-Management Committee to consider matters affecting the relations between Jeanes and the Union; provided, however, the Committee shall not engage in negotiations, nor shall the Committee consider matters that are properly the subject of a grievance.

### **Section 2:**

The Committee will be comprised of no more than three (3) Union officers or staff representative and three (3) employee Union representatives and no more than six (6) Jeanes representatives. The number of members may be adjusted by mutual agreement.

### **Section 3:**

The Committee may meet at mutually convenient times no less than bimonthly, unless otherwise agreed by the parties, and may convene a meeting at the request of either party. The agenda will be mutually determined and provided to all Committee members at least five (5) working days in advance.

## **ARTICLE 16 HOURS OF WORK**

### **Section 1:**

(a) Employees are scheduled to work the number of hours for which they are hired on a weekly basis, excluding eligible bargaining unit pool employees.

(b) Nothing herein contained shall be considered a guarantee of work.

(c) Staffing needs will be fulfilled with a combination of shift lengths determined by Jeanes. Jeanes will have the right to create new shift lengths or discontinue existing shift lengths based on operational needs. Jeanes will provide the Union with at least one full schedule's notice if it creates new shift lengths or discontinues existing shift lengths and will meet and discuss with the Union the impact of the change on existing employees, if any. When shift lengths are being changed for current employees and schedules cannot be adjusted through the use of volunteers, employees will be assigned to new shift lengths by seniority when consistent with operational needs among the employees who have the necessary skills and abilities.

(d) The normal starting time of a shift shall determine the day of the shift and the rate of pay for work performed on that shift. The workweek shall commence at 12:00 a.m. Sunday and end at 11:59 p.m. Saturday.

(e) Weekend scheduling will continue in accordance with current practice in each department except as provided for in this Section. Employees, except for pool employees and those who are specifically hired to work a schedule that includes weekends, may be required to work no more than every other weekend. This does not apply to weekends that are worked as part of any holiday rotation, make-ups for call outs on scheduled weekends, or emergency situations. The parties recognize that there are departments that currently work less than every other weekend, and such weekend rotation may continue when operationally feasible. If Jeanes wants to change the number of weekends required by staff in any department, Jeanes will provide the Union with notice of at least one full scheduling period and will meet and discuss with the Union the impact of the change on existing employees upon request.

(f) Employees may be hired specifically to work a schedule that includes weekends.

## **Section 2: Meal and Rest Periods**

(a) Non-exempt employees will be permitted to have two (2) rest periods of fifteen (15) minutes during a shift of eight (8) hours or more when department operations permit. Non-exempt employees who work a shift of twelve (12) hours or more will be entitled to an additional fifteen (15) minute rest period when department operations permit. Non-exempt employees working a shift of six (6) hours will be permitted to have one (1) rest period of fifteen (15) minutes when department operations permit. Employees will not be entitled to additional pay for missed rest periods. Rest periods will not interfere with patient care.

(b) A non-exempt employee working a shift of eight (8) hours or more will be entitled to an unpaid meal break of thirty (30) minutes. If circumstances prevent the employee from taking a meal break, the employee must attempt to notify their manager/supervisor before the end of the shift when operationally feasible and provide the reasons the employee was unable to take the meal break. The manager may explore the ability for the employee to take a break or authorize payment at the appropriate rate of pay if no meal break is possible. Employees will document the missed meal break using the current practice in the employee's department and non-exempt employees will be paid at the appropriate rate of pay for the missed meal break. With supervisory approval, employees may bundle one or more breaks with their lunch period.

(c) Breaks for exempt employees will continue in accordance with existing guidelines in their departments.

(d) The parties recognize that there are certain employees whose schedule does not include a meal break. If the department wishes to change that arrangement, it will follow the provisions of Section 1(c) regarding changes in shift lengths. The parties also recognize that in certain departments, exempt employees and non-exempt employees in exempt job classifications may be permitted to voluntarily forgo a meal break and flex their work schedules accordingly when consistent with

operational needs. In departments where the majority of bargaining unit employees are exempt, non-exempt employees may request to voluntarily forgo a meal break and flex their work schedules when consistent with operational needs.

### **Section 3: Notification of Advanced Cancellation**

(a) When no work is available and it is necessary to cancel an employee's shift before it starts, Jeanes will provide the employee at least ninety (90) minutes' notice before the start of their scheduled shift.

(b) If an employee is notified less than ninety (90) minutes before the start of their scheduled shift that there is no work available and the employee reports for work on their regular shift, but no work is available for the employee, they will receive two (2) hours of pay at their regular rate of pay (including any applicable shift differential) unless the employee volunteers to have their shift cancelled.

(c) In procedural areas where the schedule is known in advance, Jeanes will make a good faith effort to notify employees of cancellations before the end of the previous day's shift where operationally feasible.

(d) For purposes of this Section, an employee will be deemed to have been notified by Jeanes, if Jeanes and/or the RMC telephoned and left a voice message or sent a text message not to report at the telephone number supplied to Jeanes by the employee for this purpose. The time stamp in the manager's/RMC's phone will be considered proof of notification.

(e) In the event that strikes, stoppages in connection with labor disputes, breakdowns of equipment, fire, flood, or acts of God interfere with work being provided, the notice provisions of this Section do not apply.

## **Section 4: Scheduling**

(a) Final work schedules including employee's shifts, work days and hours, and call assignments, if applicable, will be posted a minimum of ten (10) days in advance and will be made available through electronic means when operationally feasible. Departments that currently post schedules further in advance will continue to do so. Schedules will be dated at the time they are posted. Employees within a unit may exchange shifts within a posted schedule with the agreement of the manager.

(b) Open shifts shall be posted no later than the same time the schedule is posted.

(c) Employees will not be involuntarily scheduled to work for more than 120 hours in a two (2) week pay period. On-calls hours, voluntary additional shifts or hours, and extensions of shifts will not be subject to this limitation.

(d) Work schedules will be developed by scheduling regular hours, including agency staff with contractually guaranteed hours (referred to as "blocked agency"), followed by qualified pool based on availability. Thereafter, all interested employees may bid on open shifts. The awarding of shifts rests with the discretion of management, who shall work with the scheduling committee, if applicable, to give preference to awarding shifts as follows: (1) regular part-time employees, pool employees, and full-time employees working straight time; (2) non-exempt staff working overtime; (3) agency staff.

(e) Once the final schedule is posted, it will not be changed without the employee's agreement. The parties recognize that in extraordinary circumstances, such as unforeseeable declared national, state or local emergency, natural disaster, or widespread disease outbreak, it may not be possible to follow the final schedule. In such extraordinary events, Jeanes will first attempt to make such adjustments by use of volunteers.

## **Section 5: Cancellation**

(a) Jeanes maintains discretion to reduce staff on the basis of operational and economic considerations. The order of cancellation will be as follows unless the employee scheduled for cancellation possesses a specialty skill that is required:

1. Non-blocked agency
2. Staff working overtime with incentive (if there are multiple people on incentive shifts, volunteers will be sought from among those working incentive shifts when feasible)
3. Staff working overtime (if there are multiple people on overtime shifts, volunteers will be sought from among those working overtime shifts when feasible)
4. Volunteers
5. Part-time employees working additional hours
6. Pool employees
7. Employees working their regularly-scheduled hours by rotation within each unit based on the last date of cancellation as long as qualified staff remains.

(b) If two or more employees with the same qualifications have requested voluntary cancellation on all or part of a shift, voluntary cancellation will be granted on a first come, first served basis unless the department uses a different system. Jeanes will make a good faith attempt to grant such cancellations equitably, provided that it does not delay implementation of the cancellation or require the department to maintain records of such cancellation.

(c) Involuntary cancellation for all or part of a shift will be credited as a cancellation for purposes of rotation.

(d) If an employee has started work and is involuntarily canceled, the employee will not be required to return for the remainder of the employee's scheduled shift unless the employee is scheduled on call.

(e) A record of involuntary cancellations will be maintained by Jeanes and will be made available to employees for review upon request with reasonable advanced notice.

(f) Non-exempt employees who are canceled may elect to use benefit time or take such time without pay.

(g) Exempt employees and non-exempt employees in departments where the majority of employees are exempt who are subject to cancellation will be given an opportunity to perform other tasks in lieu of cancellation when operationally feasible. In the event an exempt employee is voluntarily or involuntarily cancelled, they may use benefit time or take such time without pay subject to applicable law.

## **Section 6: Reassignment**

(a) Employees may be reassigned during their shift to any department for which they have the required skills and qualifications. If reassignment of staff is necessary, Jeanes will solicit qualified volunteers from within the department for reassignment from among the staff who are currently working.

(b) When an employee is reassigned they will be given assignments for which they have the necessary skill and ability.

(c) A non-exempt employee temporarily assigned to perform work in a higher classification within the bargaining unit or temporarily assigned to act in a lead role will be paid at the higher rate of pay for their actual time worked in that role once they have served in that role for a minimum of two (2) consecutive shifts.

## **Section 7: Self Scheduling**

(a) Units which use self scheduling may continue to do so for regular hours and the development of on-call schedules.

(b) On units that use self scheduling, Jeanes will set the schedule guidelines in accordance with the unit's operational needs. Jeanes reserves the right in its discretion to modify such guidelines consistent with operational needs, but will notify the Joint Practice Committee (JPC) and provide an opportunity for the JPC to give feedback in advance of making such a change to the guidelines.

(c) Schedules submitted to the manager shall be fair, complete and balanced and must satisfy the established guidelines. The manager may revise the schedule as needed. The manager shall have the final authority over the schedule.

(d) If employees in a department that does not currently use self-scheduling want to move to self-scheduling, the Union may request a labor management committee meeting to discuss implementation of a self-scheduling model in that department.

(e) The parties recognize that there are departments that currently allow employees to flex their schedules with approval of management without the necessity of switching shifts or finding coverage. If Jeanes wants to discontinue that practice in an existing department, it will provide a minimum of ninety (90) days' notice.

(f) In departments that use a scheduling committee or a bargaining unit employee as a scheduler, employees will be allotted no more than three (3) hours per schedule period to prepare the schedule. Jeanes will make a good faith effort to allow employees to perform this work during the employee's scheduled work hours. If an employee completes this work during scheduled work hours consistent with operational needs, they will not receive additional pay. When it cannot be performed during work hours, it may be performed outside of regular work hours with management

approval and non-exempt employees will be paid for their time work at the applicable hourly rate.

### **Section 8: Reporting Absences**

Employees must report their absence from work at least two (2) hours before their scheduled start time, unless their department currently has a longer or shorter required reporting time, using the applicable departmental reporting procedures.

## **ARTICLE 17 OVERTIME**

### **Section 1:**

Non-exempt employees shall be paid one and one half (1½) times their regular rate of pay for all time worked in excess of forty (40) hours in the workweek.

### **Section 2:**

(a) Jeanes will make overtime opportunities available on an equitable basis among qualified employees.

(b) An employee's normal shift may be extended in the event of an emergency as defined in this Section after Jeanes first seeks volunteers from among qualified employees on duty. When the need for overtime arises and no volunteers are available, and an employee is required to stay past the scheduled quitting time, Jeanes will provide to the Union, upon request, the time the need became known and a list of the employees and/or pool staff contacted, with the time of each contact and the response. Whenever possible, the affected employee will be alerted by management a minimum of two (2) hours in advance of a potential requirement for an employee to remain on duty past their quitting time.

(c) Mandatory overtime shall not be required except in emergency circumstances or unanticipated critical needs such as:

unpredictable or unavoidable occurrences relating to healthcare delivery that require immediate attention, unforeseen emergency or disaster, other catastrophic events which substantially affect or increase the need for healthcare service. Such assignments shall be made in inverse order of seniority on a rotating basis. Examples of unforeseeable emergency circumstances include, but are not limited to, publicly declared emergency, a local weather event causing serious disruption to operations, internal emergencies related to a building or other circumstances that permit mandatory overtime under Pennsylvania Act 102.

**Section 3:**

There shall be no pyramiding of overtime and/or premium pay.

**ARTICLE 18  
BONUSES AND INCENTIVES**

Jeanes, in its discretion, may offer incentives or bonuses to employees in the bargaining unit from time to time that are offered to hourly, non-bargaining unit employees of Jeanes. Jeanes will provide the Union with notice of the incentives at the time that they are offered.

**ARTICLE 19  
RATES OF PAY**

**Section 1: Wage Rates**

(a) Effective the first full pay period that is at least ninety (90) days following ratification, employees in the bargaining unit will be placed on the wage scale in Appendix A

based on their years of professional experience functioning in their job classification.

(b) Effective the first full pay period in June 2026, the wage scale will be adjusted as shown in Appendix A.

(c) Effective the first full pay period in June 2027, the wage scale will be adjusted as shown in Appendix A.

(d) At the time that these increases take effect each year, employees will receive the greater of the rates listed in Appendix A based on their level of experience and the percentage shown in Appendix A for the applicable year in lieu of any other wage increase.

(e) Experience credit will be assessed as of the first day of the pay period when the wage increases under this Section take effect. No current employee, as of March 1, 2025, will have their years of credited experience reduced as a result of the application of this Section.

(f) Experience credit will be given for all years of active practice in the employee's job classification, including experience outside the U.S.

## **Section 2: Preceptor Premium**

Employees in the following job classifications who are selected and trained as preceptors will receive a premium of one dollar (\$1.00) per hour while serving as a preceptor when assigned by management to do so: Cardiac Cath Technologists, Echocardiography Technicians, GI Tech, OR Technicians. Opportunities to precept will be equitably assigned among those with appropriate training.

Employees in a senior classification for one of these classifications whose job responsibilities include precepting other staff are not eligible for this premium.

### **Section 3: Shift Differential**

(a) Employees working at least four (4) hours on a shift that begins on or after 11:00 a.m. for 12-hour shifts or on or after 12:00 p.m. for 8-hour shifts and before 11 p.m. will be paid a shift differential of one dollar twenty-five cents (\$1.25) per hour.

(b) Employees working at least four (4) hours on a shift that begins on or after 11:00 p.m. and before 5:00 a.m. will be paid a shift differential of two dollars and twenty-five cents (\$2.25) per hour.

(c) Departments that have a higher shift differential (including weekend differential) at the time of ratification of this Agreement, or where shift differential is paid beginning at an earlier time, will continue their existing shift differential.

(d) Shift differential will be paid based on employee's scheduled shift. An employee will not gain or lose a shift differential because of the extension of their shift.

(e) If an employee is regularly assigned to a shift receiving shift differential, that shift differential shall be used in the calculation of the employee's holiday, personal time and vacation pay.

### **Section 4: On Call**

(a) An employee who is required to remain available for a designated period of time to report to Jeanes to work in accordance with department policy, is considered to be "on call." An employee who is required to respond to telephone calls is also considered to be "on call."

(b) Effective the first full pay period that is at least ninety (90) days following ratification, the on-call rate is four

dollars (\$4.00) per hour. Departments that have a higher on-call rate at the time of ratification of this Agreement will continue their existing on-call rate.

Effective the first full pay period following July 1, 2027, the on-call rate is five dollars (\$5.00) per hour.

(c) An employee who is not at work and is called in to work will be paid for all hours worked at one and one-half times their rate of pay for the time that they actually work. If they report to work when required to do so and are assigned less than two (2) hours work, they will be paid for two (2) hours at time-and-one-half. On call pay shall cease when an employee is called to work. Employees who are on call do not receive differentials when called into work.

(d) An employee whose call commences at the conclusion of their regular shift shall not be permitted to work more than 16 consecutive hours except in emergency circumstances or unanticipated critical needs.

(e) An employee who is scheduled to be on call at the conclusion of their shift who is required to continue to work at the end of their regular shift to complete a procedure will be paid for all hours worked with a minimum of two (2) hours at their regular rate for the time spent completing the procedure, provided that they are required to stay at least thirty (30) minutes after the end of their regular shift. The employee will not receive on call pay for this time.

(f) On call generally will be equitably rotated among qualified employees in the relevant job classification, but employees may volunteer for additional call.

(g) Work expectations for employees who are called into work and who are scheduled to work the following day will be consistent with the current practice for the department in which they work.

## **Section 5: Pool Rates**

Effective at the same time as the increases in Section 1, the minimum hourly rate of pay for pool employees will be as shown in Appendix A. The hourly rate of pay for existing pool employees who are above the pool rates shown in Appendix A will be adjusted by the percentages shown in Appendix A at the same time as the increases in Section 1.

Differentials for pool employees, where applicable, will continue in accordance with the current practice for their position.

## **Section 6: Certification Bonus**

Currently employed cardiac cath techs who obtain their RCIS will continue to receive a certification bonus in accordance with current practice.

Full-time Registered Pharmacists and Clinical Specialist Pharmacists who have any of the following advanced board certifications will continue to receive a certification bonus, limited to one bonus per pharmacist, in accordance with current practice: Critical Care Pharmacy (BCCCP); Infectious Disease Pharmacy (BCIDP); Oncology Pharmacy (BCOP); Pharmacotherapy (BCPS).

## **Section 7: Exempt Classifications**

(a) The following job classifications are exempt job classifications and are not covered by the provisions of Section 1 through 4 of this Article: Clinical Specialist Pharmacy, Nutritionist, Occupational Therapist, Physical Therapist, Physician Assistant, Registered Pharmacist, Senior Occupational Therapist, Senior Physical Therapist, Senior Speech Therapist, Social Worker, Speech Therapist, Staff Chaplain.

(b) Effective when the wage increases in Section 1 take effect, exempt employees in the bargaining unit will be placed on the wage scale in Appendix A based on their job classifications

and years of professional experience functioning in their job classification. The salaries shown are for 1.0 FTE. Any employee in an exempt job classification who is hired at less than a 1.0 FTE will have their salary prorated accordingly. Rates for pool employees in exempt job classifications are shown on Appendix A.

(c) Effective when the wage increases in Section 1 take effect, the wage scale will be adjusted as shown in Appendix A.

(d) At the time that these increases take effect each year, employees will receive the greater of the rates listed in Appendix A based on their level of experience and the percentage shown in Appendix A for the applicable year in lieu of any other wage increase.

(e) Experience credit will be assessed as of the first day of the pay period when the wage increases under this Section take effect. No current employee, as of March 1, 2025, will have their years of credited experience reduced as a result of the application of this Section.

(f) Pay and practices for on call, additional shifts, shift differential, weekends, specialized duties, holidays, comp and banked days, and expectations for employees who work on call shifts or extra shifts and are scheduled to work the next day, for employees in the job classifications covered by this Section 7, where applicable, including pool and part-time non-benefit eligible employees, will continue in accordance with the current practice for their position.

(1) Occupational therapists who work on the weekend will continue to receive comp time or, at management's option, be paid the per diem rate for weekend hours worked.

(2) Non-BMT Pharmacists will receive \$7.50/hour for extra shifts with 4-hour minimum and an additional \$20/hour for covering third shift.

(g) Non-exempt employees in exempt job classifications who handle call by phone, as opposed to having to

report to work, will be paid their regular rate of pay for all time spent on the phone responding to a call while on call.

(h) Registered Pharmacists who are temporarily assigned to fill in for Clinical Specialist Pharmacists will be paid an additional \$100 for each complete work week in which they are assigned to fill that role. This rate will be paid in full week increments only.

## **Section 8: Senior Job Classifications in Radiology**

(a) When the wage increases in Section 1 take effect, employees in Radiology who are assigned to work in multiple modalities will be designated as Seniors. To be eligible for the Senior position, an employee must be qualified to and willing to work in at least two modalities.

(b) An employee will be designated as a Senior position for their primary modality (i.e., the one in which they are regularly scheduled to work at least 50% of the time). Senior employees may be assigned to work in any modality for which they are qualified.

(c) The Senior rate will be \$2.00 per hour over the employee's base hourly rate for their primary modality. This increase will be applied to all hours paid, including vacation, sick and holiday time.

(d) If an employee in a Senior position ceases to be qualified to work in multiple modalities or declines to work in multiple modalities, the employee will be transferred out of the Senior role and \$2.00 will be removed from their wage rate.

## **Section 9: Senior Job Classifications in Respiratory**

(a) When the wage increases in Section 1 take effect, employees in Respiratory who are assigned to work in the Pulmonary Function Lab, the Bronchoscopy Suite, and respiratory care will be designated as Seniors. To be eligible for the Senior

position, an employee must be qualified to and willing to work in all three areas and must maintain all required competencies.

(b) The Senior rate will be \$2.00 per hour over the employee's base hourly rate. This increase will be applied to all hours paid, including vacation, sick and holiday time.

(c) If an employee in a Senior position ceases to be qualified to work in all three areas, management will give the employee notice and a reasonable opportunity, as determined by management, to regain their qualifications. If the employee does not correct the deficiency within the time provided or declines to work in all three areas, the employee will be transferred out of the Senior role and the \$2.00 differential will be removed from their wage rate.

(d) Employees in the Senior classification will continue to be scheduled in accordance with current practice.

## **ARTICLE 20 PERSONAL TIME**

### **Section 1:**

Full-time employees hired at forty (40) hours per week shall receive twenty-four (24) hours of personal time each fiscal year. Employees hired at thirty-six (36) hours per week shall receive twenty-one point six (21.6) hours of personal time each fiscal year. Part-time employees hired to work twenty (20) hours per week or more shall receive personal time pro-rated based on the number of hours they are hired to work. Per diem employees and employees hired to work less than twenty (20) hours are not entitled to personal time.

### **Section 2:**

Personal time shall be scheduled in accordance with current practices for the department in which the employee works. Requests for personal time will not be unreasonably denied in accordance with operational needs. Once personal time is scheduled, it may only be canceled by mutual agreement between Jeanes and the employee.

**Section 3:**

During the first year of employment, personal time shall be prorated as shown below. Employees cannot use personal time during the first thirty (30) calendar days of employment.

<u>Date of Hire</u>	Hired to work 40hrs	Hired to work 36hrs
	<u>Number of Hours</u>	<u>Number of Hours</u>
July, August, September	24 hours	21.6 hours
October, November, December	16 hours	14.4 hours
January, February, March	8 hours	7.2 hours
April, May, June	0 hours	0 hours

**Section 4:**

Employees shall use personal time not later than the last full pay period in the fiscal year. Unused personal time will not be paid.

**ARTICLE 21  
HOLIDAYS**

**Section 1:**

Full-time non-exempt employees who are scheduled for forty (40) hours shall be entitled to eight (8) hours of holiday time as

provided for in this Article for the following holidays. In departments that do not maintain normal operations on holidays, holiday time will be provided on the dates designated in the TUHS Use of Paid Time Off policy and annual holiday calendar of observed holidays. In the remaining departments, holiday time will be provided on the actual, legal holiday.

New Year's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

Regular part-time employees who are hired to work twenty (20) or more hours per week and employees who are hired to work less than forty (40) hours per week will receive holiday time prorated based on their hired FTE.

Pool employees and employees hired to work less than twenty (20) hours per week do not receive holiday time.

**Section 2:**

(a) Recognizing that Jeanes works every day of the year and that it is not possible for all employees to be off on the same day, Jeanes shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. Jeanes will distribute holidays off on an equitable basis.

(b) Holidays will be scheduled in accordance with current practices for the department in which the employee works. An employee scheduled to work on a holiday who obtains another employee to work in their place, with management approval, will be credited for the scheduled holiday.

### **Section 3:**

(a) Eligible employees will receive holiday time for each holiday in Section 1, provided that they are on active pay status on the holiday. Employees shall be deemed to be in an active pay status while they are on vacation, paid sick leave, workers' compensation of less than eight (8) calendar days, or military leave not to exceed fifteen (15) calendar days.

(b) In order to be eligible for holiday time, an employee must have worked the last scheduled work day before and the first scheduled work day after the holiday, except in the case of illness or accident preventing the employee from working as evidenced by written certificate of a physician or other proof if requested by Jeanes. An employee who fails to report for work on a holiday on which they are scheduled to work, shall not receive holiday time for the unworked holiday.

### **Section 4:**

(a) A holiday will be considered to begin at midnight on the holiday and will end at 11:59 p.m. on the holiday for purposes of both holiday pay and holiday work requirements. The start time of the shift shall determine whether it is considered a shift worked on a holiday. If the shift begins during the holiday, the employee will be paid the holiday rate for all hours worked on that shift.

(b) If a holiday falls on an employee's regularly scheduled workday and the employee does not work the holiday, a non-exempt employee will be paid for up to eight (8) hours of holiday time, prorated as described in Section 1. Non-exempt employees, at their discretion, may use available paid time off to make up their full FTE for the week. Holiday time will be considered hours worked in the computation of overtime for non-exempt employees.

(c) If a holiday falls on an employee's regularly scheduled day off, non-exempt employees will receive holiday time in accordance with this Article to be used within ninety (90) calendar days after the holiday. Holiday time not scheduled within ninety (90) days will be paid out. Holiday time that is paid out is not considered hours worked in the computation of overtime.

(d) If Jeanes chooses to close a department on a day that is not a holiday listed in Section 1 (e.g., New Year's Eve), employees in that department who were scheduled to work that day will have the opportunity to work their regularly scheduled hours for that work week, less any holiday time paid under this Section 4, when consistent with the department's operational needs.

(e) Full-time and regular part-time non-exempt employees who work on the holiday will receive time-and-one-half for all hours worked on the holiday and will receive eight (8) hours of holiday time consistent with Section 1. The holiday time will be prorated for employees who are scheduled for less than forty (40) hours per week. The holiday time must be used within ninety (90) calendar days as provided for in Section 4(c).

(f) Exempt employees who work on the holiday will continue to receive a day of holiday time to be used within ninety (90) calendar days or paid out. Exempt employees who do not work on the holiday will continue to receive their regular salary for the holiday if it falls on a day that they would otherwise be scheduled to work.

(g) Part-time employees who are hired to work less than twenty (20) hours per week and pool employees who work on the holiday receive time-and-one-half for all hours worked on the holiday, but do not receive holiday time.

(h) Non-exempt employees who work New Year's Eve beginning at or after 5 a.m. will be paid at time-and-one-half for all hours worked. New Year's Eve will not be considered a holiday for any other purpose under this Article. This provision will also

apply to exempt employees who currently receive time-and-one-half for working on holidays.

**ARTICLE 22  
VACATION**

**Section 1:**

Full-time employees shall accrue paid vacation on a per pay period basis in accordance with the following schedule:

<b>Length of TUHS Seniority</b>	<b>Weekly Scheduled Hours</b>	<b>Maximum Annual Entitlement</b>	<b>Bi-Weekly Accrual</b>
Less than 5 years	40 hours	120 hours	4.62 hours
5 years or more	40 hours	160 hours	6.16 hours

Effective the first full pay period following ratification, employees in the positions of Anesthesia Tech, Cardiopulmonary Therapist, Certified Occupational Therapy Assistant, GI Tech, LPN, Medical Lab Technician, OR Technicians, Physical Therapy Assistant, Senior Cardiopulmonary Therapist, Staff Chaplain will begin to accrue vacation based on this schedule as well.

Accrual will be prorated for employees hired to work twenty (20) or more hours per week. Per diem employees and employees scheduled to work less than twenty (20) hours per week are not eligible for vacation time.

**Section 2:**

The rate of pay for vacation will be the employee's base hourly wage rate at the beginning of their vacation period. Employees will be eligible for shift differential in accordance with Article 19.

**Section 3:**

Employees will be eligible to utilize accrued vacation after completion of the probationary period.

**Section 4:**

Holidays that fall within an employee’s approved vacation will be paid as holiday time.

**Section 5: Vacation Scheduling**

(a) Vacation scheduling will continue in accordance with the existing guidelines and practices in each department.

(b) Management will determine the number of employees who can be off on each unit based on staffing and operational needs.

(c) If an employee transfers to another unit, scheduled vacation that was approved on their prior unit will be honored when consistent with operational needs.

**Section 6:**

The maximum vacation accrual shall be equal to one hundred and fifty percent (150%) of an employee’s annual accrual. Employees will not be compensated for vacation time not taken. Employees may be paid for accrued, but unused vacation at termination of employment as provided for in Article 28 Resignation.

**Section 7:**

Employees may not change approved vacation days to sick time under any circumstances.

**Section 8:**

Employees are not permitted to schedule vacation time for a date when they will not have accrued vacation.

**ARTICLE 23  
PAID SICK LEAVE**

**Section 1:**

"Sick Leave" is defined as an absence of an employee from work by reason of illness or accident, which is non-work connected, or is not compensable under the Worker's Compensation Laws of Pennsylvania, or medical appointments consistent with TUHS policy.

**Section 2: Eligibility and Benefits**

(a) Full-time and part-time employees accrue sick days at a rate of one sick day per month during the first ten (10) months of the fiscal year (July through April) to a maximum of eighty (80) hours per fiscal year. Full-time employees hired for forty (40) hours per week accrue sick leave at 3.70 hours per pay period. Full-time employees hired for thirty-six (36) hours per week will accrue sick leave at 3.33 hours per pay period. Accrual is pro rated for other full-time employees and for part-time employees based on their hired hours. Accrual will begin at the date of hire or change to a benefit eligible status, but may not be used until completion of the employee's probationary period.

Per diem employees are not eligible for sick time. Part-time employees who are hired to work less than twenty (20) hour per week are not eligible for sick leave, vacation, personal time or other leave benefits except as required by law.

(b) Unused sick leave may be accumulated without maximum.

(c) No sick leave will be paid to an employee who is absent as a result of injury or illness while working for another employer.

(d) Sick leave shall be paid at the employee's base rate of pay excluding premiums and differentials.

**Section 3: Notification and Proof of Illness**

(a) An employee who is absent must provide notice in accordance with the existing guidelines for reporting absences in the employee's department.

(b) Jeanes may require written certification by a physician or other proof of illness or injury hereunder. Employees who have been on sick leave also may be required to be examined by a Company Employee Health Service Physician or designee, before being permitted to return to work.

**Section 4: Attendance**

(a) Employees will continue to be subject to the TUHS Attendance and Lateness Policy, except as specifically modified in this Agreement.

(b) Corrective action under the Attendance Policy will occur in sequence such that employees must receive a written warning before receiving a suspension and must receive a suspension before being terminated.

**ARTICLE 24  
LEAVES OF ABSENCE**

**Section 1: Family and Medical Leave**

Employees will be entitled to leave under and will be required to abide by the provisions of the Family and Medical Leave Act (“FMLA”) as administered by the Company and/or its officially designated representative.

**Section 2: Jury Duty**

An employee must immediately inform their supervisor and submit a copy of the jury duty summons to their supervisor if called for jury duty. Full-time and regular part-time employees who have completed their probationary period will be paid their regular wages for the time lost.

An employee is expected to work their regular schedule, if needed, when notified that they are excused from jury duty in advance of reporting.

An employee who regularly works night shift will be considered to be on jury duty for any shift on which the employee is scheduled beginning the evening of a day in which they have served jury duty, or who is scheduled for jury duty the day after a scheduled night shift.

This provision shall not require payment for two shifts. A night shift employee who is scheduled to work both the night before and the night immediately following their jury service shall notify their manager within forty-eight (48) hours of receiving a summons, and shall work with their manager to attempt to adjust their schedule for one of their two shifts, so as not to incur a loss of pay for the week. Such requests to adjust the night shift employee's schedule shall not be unreasonably denied.

### **Section 3: Unpaid Medical Leave**

A regular full time employee with a minimum of one (1) year of TUHS seniority, as defined in Article 7, may request an unpaid leave of absence for the employee's own illness once they have exhausted any leave available to them under the FMLA or any other leave policy. A leave of absence under this Section must be for a stated period of time, not to exceed twelve (12) calendar months from the employee's first day of absence. An unpaid leave of absence under this section that is granted for a period of less than twelve (12) calendar months may be renewed up to a maximum period of one (1) year of total, continuous absence, including time spent on FMLA, from the employee's first day of absence.

An employee who is granted a leave of absence pursuant to this Section is not guaranteed re-employment. If the employee's position is available, the employee will be returned to their position. If the employee's position is not available, the employee will be given priority consideration for vacancies that the employee identifies for which they qualify. These openings may or may not be at the employee's prior pay level and status. An employee who fails to report for work on the first working day following the expiration of an authorized leave of absence will be

deemed to have resigned their position as of the last day actually worked unless an extension is granted by Jeanes.

Employees not otherwise eligible for a leave under this Section may apply for a medical leave of absence in accordance with the Non-FMLA Medical Leave section of the TUHS Miscellaneous Leaves Policy, #950.585.

#### **Section 4: Unpaid Personal Leave of Absence**

A personal leave of absence may be granted in accordance with the Personal Leaves of Absence section of the TUHS Miscellaneous Leaves Policy, #950.585.

#### **Section 5: Military Leave**

Military leave for the performance of duty with the United States Armed Forces, Military Reserves, or the National Guard will be granted in accordance with applicable laws.

#### **Section 6: Bereavement Leave**

(a) A full-time or regular part-time employee will be granted up to thirty-two (32) hours of bereavement leave with pay in the event of the death of a member of the employee's immediate family. The following are considered members of an employee's immediate family: spouse or domestic partner, parent (including legal guardian and step-parents), child (including stepchild), grandchild, and sibling. Employees shall be granted up to twenty-four (24) hours of bereavement leave in the event of the death of a father-in-law, mother-in-law or grandparent. Employees shall be granted an absence of eight (8) hours with pay in the event of the death of a sister-in-law or brother-in-law. An employee's supervisor shall be notified in advance before any such leaves are taken.

(b) Eligibility for Bereavement Leave ends two (2) weeks after the passing of the employee's family member. An employee's request for time off related to bereavement beyond the two week period shall not be unreasonably denied.

## **Section 7: Educational Leave**

With the permission of Jeanes, educational leaves to further professional growth and advancement may be granted to full-time and regular part-time employees for up to twelve (12) months without pay. An employee who is granted a leave of absence pursuant to this Section is not guaranteed re-employment. If the employee's position is available, the employee will be returned to their position. If the employee's position is not available, the employee will be given priority consideration for vacancies that the employee identifies for which they qualify. These openings may or may not be at the employee's prior pay level and status. An employee who fails to report for work on the first working day following the expiration of an authorized leave of absence will be deemed to have resigned their position as of the last day actually worked, unless an extension is granted by Jeanes.

## **Section 8: Union Leave**

An unpaid leave of absence for a period not to exceed one (1) year shall be granted to employees with at least one (1) year of bargaining unit seniority in order to accept a full-time position with the Union, provided that such leaves will not interfere with the operation of Jeanes.

An employee who is granted a leave of absence pursuant to this Section is not guaranteed re-employment. If the employee's position is available, the employee will be returned to their position. If the employee's position is not available, the employee will be given priority consideration for vacancies that the employee identifies for which they qualify. These openings may or may not be at the employee's prior pay level and status. An employee who fails to report for work on the first working day following the expiration of an authorized leave of absence will be deemed to have resigned their position as of the last day actually worked.

## **Section 9:**

While on unpaid leave, an employee shall not be entitled to earn holiday time, nor to accrue sick time or any other paid time off. Except as provided under the FMLA or the provisions of certain disability plans provided for by this Agreement, all benefits shall cease while an employee is on unpaid leave, unless the employee makes arrangements to pay the full cost of such benefits under COBRA when available.

## **Section 10:**

As a condition of reinstatement following a leave of absence for the employee's illness, Jeanes may require the employee to be cleared to return to work by a health care provider. Jeanes reserves the right to have an employee examined by a TUHS occupational health care provider or another health care provider of Jeanes's choosing.

## **Section 11:**

Except as provided in this Article, employees on leave shall not be permitted to work elsewhere during such leave without receiving approval in advance for activities which are not inconsistent with the purpose of the leave and will not have the effect of extending the leave of absence. Violators will be terminated.

## **Section 12: Parental Leave**

Effective January 1, 2025, Jeanes will provide one (1) week of paid parental leave following the birth of an employee's child or the placement of a child with an employee in connection with an adoption under the conditions described below. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly-adopted child. This leave will run concurrently with FMLA or other leaves taken by the employee and must be completed within twelve (12) calendar months of the child's birth or placement.

Full time employees are eligible for the leave if they have been employed with Jeanes for at least twelve (12) consecutive months and have worked at least 1,250 hours during the twelve (12) consecutive months immediately preceding the date that the leave would begin. The employee also must meet one of the following criteria: have given birth to a child (this does not apply to a surrogate or donor); be the legally recognized parent of a child (this does not apply to a surrogate or donor); or have a child who is under the age of 18 years old placed with the employee for adoption. This provision does not apply to the adoption of a stepchild by a stepparent or the placement of a foster child.

## **ARTICLE 25 HEALTH, WELFARE AND PENSION**

### **Section 1:**

Benefits for regular benefits-eligible full-time and part-time employees and their eligible dependents, where applicable, will be effective the first day of the next month following their date of employment or transfer into a benefits eligible position, provided that the employee makes a timely enrollment. Enrollment must be completed through the TUHS benefits enrollment system in order to be eligible. Eligibility will be determined by the applicable benefit plan documents.

### **Section 2: Medical & Prescription**

(a) Employees will contribute to the cost of the selected health plan (including prescriptions) on a pre-tax basis for single or family coverage at the contribution rate determined for the selected plan as follows: TempleCare shall be ten percent (10%) of the monthly premium, Advantage Plan shall be twenty percent (20%) of the monthly premium, and High Option plan shall be twenty-five percent (25%) of the monthly premium. Plan rates are subject to change at the beginning of the plan year, each January 1. All new enrollees shall complete a Personal Health Profile as a condition of enrollment.

(b) Current plan designs include TempleCare, Temple Advantage and High Option. TUHS reserves the right to change the plan design; however in the event TUHS chooses to change the plan design, it will provide options with comparable benefits to the plans identified above based on their actuarial value. Prior to the introduction of new plan designs, TUHS will meet and discuss plan changes with the Union at least ninety (90) days prior to such changes, if so requested.

(c) Eligible employees and their eligible dependents enrolled in medical coverage will be covered by a prescription drug plan where, subject to plan provisions and limitations, the employee co-pays equals fifteen percent (15%) towards the cost of generic prescription drugs, twenty percent (20%) towards the cost of Brand Name drugs on the Performance Drug list, and thirty-five percent (35%) toward the cost of all other Brand Name drugs not on the Performance Drug list. Each covered employee and dependent is subject to a calendar year maximum co-payment of \$1,000 per person with a family maximum copayment of \$2,500 per year. The Dispensed as Written Penalty shall not be considered a co-pay within the meaning of this article.

### **Section 3: Part –Time Employees**

(a) Except where otherwise indicated in this Agreement, regular part-time employees hired at twenty (20) or more hours per week are eligible for the TUHS benefit programs (medical and prescription, vision, dental) and shall pay the same biweekly contribution amount as full-time employees for single coverage, plus the difference between the premium for single and family coverage for employees electing family coverage for all benefits where family coverage is offered.

(b) Part-time employees covered by this agreement as defined above shall be eligible on a pro-rata basis for holidays, vacation, paid sick leave, funeral leave and jury duty.

### **Section 4: Life Insurance**

(a) Eligible employees receive ten thousand dollars (\$10,000) in life insurance and accidental death and

dismemberment insurance (double indemnity in case of accidental death or dismemberment) at no cost to the employee.

(b) Eligible employees have the opportunity to purchase voluntary supplemental term life insurance at the prevailing rate equal to one and one-half (1½) times, two (2) times, three (3) times, four (4) times or five (5) times their base salary up to a maximum of one million dollars (\$1,000,000) in addition to the non-contributory life insurance. Such coverage shall be rounded up to the next thousand dollars. Amounts selected by the employee in excess of three (3) times salary or \$500,000 are subject to underwriting by the insurance company. The amount of the additional coverage shall be increased automatically to take base salary increments into account on the effective date of such increments.

(c) Employees enrolling in life insurance or employees requesting increases to the current level of coverage are subject to the insurability provisions when electing any amount of coverage.

#### **Section 5: Dental**

Eligible employees and their legally dependent spouses and children may enroll in the TUHS Dental Program. The employee contribution for dental insurance shall be twenty-five percent (25%) of the premium of the coverage and plan elected on a pre-tax basis. TUHS will pay the remaining seventy-five percent (75%) of the premium. In the event TUHS chooses to change the carrier it will maintain similar benefits to this plan.

#### **Section 6: Disability**

(a) Eligible employees may purchase long-term disability (“LTD”) insurance to cover sixty percent (60%) of their monthly salary up to a maximum benefit of \$15,000 per month following a 180-day elimination period.

(b) If accepted by the insurance carrier for disability benefits payable under this program, TUHS will maintain its core benefit programs (medical, prescription, basic life, dental, vision, and employer-sponsored retirement plan) at no premium cost to the

employee for the duration of disability payment. Per the terms of the policy, the duration of the disability payment shall be limited to the earlier of the determination that the employee is fit to resume gainful employment, retirement or the individual's normal Social Security retirement age.

(c) The employee contribution for LTD coverage is based on base annual salary level; employees earning below \$40,000, \$40,001 through \$60,000 and greater than \$60,000. The contribution will be determined based on the premium in effect on July 1 each year. The premiums are actuarially determined to maintain TUHS's cost of 50% of the total program.

(d) TUHS will continue to offer employees the opportunity to enroll in a voluntary short-term disability plan with one hundred percent (100% payment from the employee through payroll deductions.

(e) In the event TUHS chooses to change the carrier, it will maintain similar benefits to the existing LTD plan.

### **Section 7: Vision Care**

Eligible bargaining unit employees are eligible to enroll in the TUHS Vision Care Program. In the event TUHS chooses to change the carrier it will maintain similar benefits to this plan.

### **Section 8: Dependent Care & Flexible Spending Program**

(a) Flexible Spending Account: Employees may make pre-tax contributions for health care expenses up to the plan's annual limit. (Minimum \$200 per year)

(b) Dependent Care Spending Account: Full-time benefit eligible employees may make pre-tax contributions for dependent care expenses up to the plan's annual limit. (Minimum \$200 per year). Part-time employees are not eligible.

## **Section 9: Carrier Changes**

TUHS reserves the right to change carriers under this Article at any time. Prior to changing carriers, TUHS will meet and discuss with the Union if so requested.

## **Section 10: Compliance with Affordable Care Act**

TUHS will comply with the various provisions of the Patient Protection Affordable Care Act as it relates to part-time and pool employees, in general and specifically covered by this Agreement. TUHS shall calculate the “look-back” period each year to determine the employees deemed by the act to be eligible for medical/prescription benefits. This look back period shall be the pay period that includes hours paid for the pay period coincident with or next following January 1 through the last pay date in October each year. If it is determined that TUHS is in overall compliance with the Act without offering medical coverage to this group in general, there shall be no obligation to offer the coverage to employees covered by this Agreement.

If TUHS must offer coverage to such employees, it shall not exclude employees covered by this Agreement.

Employees deemed as eligible shall be so notified and have the opportunity to enroll during the normal open enrollment period with coverage effective January 1 following enrollment. Eligible employees have the same medical plan contributions as part-time employees.

Eligibility to remain in the plan will extend until the end of the next look back period as long as employee continues to earn wages that will cover the employee contributions. Employees without such earnings will be offered to continue coverage through COBRA.

## **Section 11: Contributory Defined Contribution Retirement Plan**

(a) All eligible full-time and regular part-time employees currently participating in the Temple University Health System, Inc. Defined Contribution Retirement Plan (“Defined Contribution Retirement Plan”) will continue in that plan. Non-participating employees need to complete enrollment through the benefits enrollment system in the Temple University Health System, Inc. 403 (b) Plan to begin contributing to this plan.

(b) Participation in the Defined Contribution Retirement Plan requires employees to contribute 4.5% of base wages to the Temple University Health System, Inc. 403(b) Plan. TUHS will make a matching contribution to the Defined Contribution Retirement Plan based on the employees’ four and one-half percent (4.5%) contribution to the 403(b) Plan in accordance with the following schedule up to the applicable IRS limit:

<b><u>Years of Participation in Plan Contribution</u></b>	<b><u>Employer</u></b>
Less than 3 years	4.5%
At least 3 but less than 5 years	5.0%
At least 5 but less than 7 years	6.5%
7 or more	8.5%

(c) Vesting for the Defined Contribution Retirement Plan is three (3) years of service where the employee has worked at least 1000 hours per plan (calendar) year. Vesting credit is based on employees’ service with TUHS or its affiliates.

(d) Regular part-time employees hired at twenty (20) or more hours per week may elect to contribute to the 403(b) Plan, and TUHS will make a matching contribution to the Defined Contribution Retirement Plan under the same terms and conditions as full time employees.

(e) Part-time employees scheduled fewer than 20 hours per week and pool may elect to contribute to the 403(b) Plan, however, TUHS will make its matching contribution to the Defined Contribution Retirement Plan on behalf of part-time (scheduled fewer than 20 hours per week) and pool employees’ accounts the following year as soon as administratively feasible

once TUHS certifies each eligible employee worked 1000 hours the prior year.

(f) Temple will discontinue the availability of the Accelerated Retirement Option available to employees participating in the Defined Contribution Retirement Plan (contributory schedule). Current participants will continue to participate in this option until each participant reaches the agreed upon retirement date.

### **Section 12: Supplemental Retirement Account**

Employees may contribute additional amounts to the 403(b) Plan, up to annual IRS limits.

### **Section 13: Voluntary Benefit Programs**

Employees are eligible to participate in voluntary benefit programs offered by TUHS, at the employee's own expense, for so long as the benefits are offered on the same terms as hourly, non-represented employees of TUHS. Any changes made to the programs will apply automatically to the benefits for represented employees and shall not be subject to bargaining or the grievance and arbitration provisions of this Agreement.

## **ARTICLE 26 ALCOHOL AND DRUG TESTING**

### **Section 1:**

Jeanes may require an employee to submit to alcohol and drug testing in accordance with its policy including for protective testing, reasonable suspicion, and post-accident testing. Failure to cooperate with testing shall result in immediate termination of employment.

### **Section 2:**

An employee who enrolls in the Commonwealth of Pennsylvania Professional Health Monitoring Programs' (PHMP), Voluntary Recovery Program (VRP) either on a voluntary basis or as a result

of a positive test on a drug test, and on whom the VRP imposes restrictions on narcotic administration or areas of practice, will be eligible to return to practice with narcotic administration restrictions under the following conditions:

1. TUHS will make reasonable efforts to accommodate the employee's return to work, so long as no undue hardship results, and the efforts are consistent with any applicable VRP requirements. An accommodation may include temporary reassignment for the duration of the restriction and/or adjustment of the employee's schedule to accommodate the restriction.

2. The employee must provide their immediate manager, the VP of Labor and Employee Relations and the Occupational Health Services with a copy of the VRP Consent Agreement with the licensing board.

3. The employee must maintain enrollment in good standing in the PHMP Voluntary Recovery Program.

4. The employee understands the practice restrictions will be communicated on a need-to-know basis.

### **Section 3:**

Any employee taking a prescribed controlled drug or a known potentially sedating medication that they believe will or might impair their ability to perform safely must submit a written report from the Prescriber to Occupational Health and receive clearance before the employee is permitted to work. This report shall contain the names of the medication(s), dosages and duration of treatment as well as a statement documenting the Prescriber's recommendation of the medication(s) in view of the sensitive nature of the employee's work. Jeanes will maintain the confidentiality of any prescription information reported by an employee or Prescriber pursuant to this provision and will not publicize the reason for any employee's removal from work under this provision.

#### **Section 4:**

In the event additional drugs are added to the drug test panel, the Union will be so advised. Jeanes will negotiate the effects with the Union if so requested to the extent required by law.

### **ARTICLE 27 HEALTH AND SAFETY**

#### **Section 1:**

On its property, Jeanes will continue to take reasonable steps to maintain a safe working environment and provide appropriate personal protective equipment in accordance with applicable law. Jeanes will investigate claims of hazards and unsafe conditions brought to its attention and address them as appropriate.

Jeanes will follow up on every reported hazardous incident by debriefing with the staff involved in the incident, along with staff in the department on the shift when the incident occurred and will provide results to the entire department. Staff will have the opportunity to debrief on the event and provide suggested improvements to management.

#### **Section 2: Health and Safety Committee**

There shall be a Joint Health and Safety Committee consisting of no more than three (3) employees designated by the Union, and three (3) representatives of Jeanes, including at least one representative from management with safety and/or security responsibilities. The committee shall be co-chaired jointly by a representative of the Union and a representative of Jeanes.

Committee meetings shall be held quarterly on a set schedule as determined by the committee taking into account the work shifts of all committee members. Jeanes will work with the Union in providing coverage for the duration of the meeting for committee members who are scheduled to work during the designated meeting times if the committee is unable to find a time when no

bargaining unit committee members are scheduled to work. As with Labor Management meetings, employees who are released from work by management for the meeting will not be required to clock out when attending the meeting.

### **Section 3: Public Health Emergency**

Within a reasonable period of time following the declaration of an ongoing state of emergency arising from the declaration of a pandemic or similar public health crisis, Jeanes will meet with the Union (and bargain to the extent required by law) regarding additional requirements that may be imposed on staff and, if appropriate, modifications to the collective bargaining agreement or other terms and conditions of employment. At the request of either party, the Union and Jeanes will continue to meet at least monthly throughout the duration of the state of emergency.

The employer will offer appropriate personal protective equipment during a pandemic emergency related to an airborne or droplet spread pathogen. If fit testing fails alternative respiratory protection will be made available to those staff who have direct patient care responsibilities.

### **Section 4: Workplace Violence Prevention**

Jeanes will continue to develop and implement programs to prevent violence against staff, including:

(a) Continuing to provide educational opportunities, including but not limited to identifying potentially violent situations, de-escalating violent and assaultive behaviors by patients and others, and other steps to prevent and respond effectively to violent situations.

(b) Continuing to maintain protocols for response to staff calls for assistance, including in person response to such calls.

(c) Continuing to maintain a clear code of conduct for patients and family members/visitors, including a statement of Jeanes's prohibition on weapons, concealed or otherwise and

including Jeanes's Workplace Violence policy, which prohibits employees, visitors and patients from engaging in violent and/or threatening behavior.

(d) Maintaining written protocol for reporting violent or potentially violent incidents to Jeanes, and where appropriate, law enforcement. Employees shall continue to be required to immediately and accurately report to management and document safety incidents, including threats and acts of violence in accordance with Risk Management practice. Employees who make such reports may request a reference number for their report or maintain a copy of the report filed.

(e) Continuing to provide support and assistance to any employee who wishes to file complaints against patients or visitors who engage in assaults or other criminal behavior against them.

(f) Through the Employee Assistance Program or similar program, continuing to offer support and counseling to employees who have experienced threats or violence in accordance with risk management practice.

(g) Incident reports and other data related to workplace violence incidents shall be provided to the Health and Safety Committee for review and discussion upon request and for the purpose of further developing effective prevention practices.

(h) Any employee who is absent from work as a result of being a victim of workplace violence will be given up to one (1) week of paid leave. Eligibility for and the appropriate length of leave will be determined by occupational health.

(i) If an employee is suspended pending investigation in connection with a workplace violence incident where the employee is also a victim and no discipline is imposed on the employee at the conclusion of the investigation, the employee will be compensated for the regularly scheduled shifts the employee missed while on investigatory suspension.

## **ARTICLE 28**

## **RESIGNATION**

### **Section 1:**

Employees are expected to give four (4) working weeks' notice of resignation and must give at least three (3) working weeks' notice. Paid time off may not be taken after the notice is given except in the event of a qualifying illness under FMLA.

### **Section 2:**

An employee who has completed their probationary period who gives at least three (3) working weeks' notice of resignation and actually works the required notice period without any absences, or who is laid off and works until their termination date without any unscheduled absences, will be paid for any accrued, but unused vacation time as of their separation date. If the employee does not provide the required notice or does not work the entire notice period, the employee will not be paid for any accrued, unused vacation time.

For the purpose of this Article, three (3) working weeks shall be deemed to consist of the normal number of scheduled shifts an employee would work during a three (3) week period.

### **Section 3:**

Employees who are terminated for cause will not be paid for any accrued, unused vacation time.

## **ARTICLE 29 EDUCATION AND TRAINING**

### **Section 1: Required In-service Training and Education**

(a) If an employee is required by Jeanes to attend a mandatory training or in-service session in person that falls outside their scheduled work hours, a non-exempt employee will be paid for their time attending the training, including differentials, if applicable. The hours will be considered time worked in the computation of overtime for non-exempt employees.

(b) Employees will be notified of any required certification or specific skill trainings required for the department in which they work. Jeanes will reimburse employees for certification and recertification fees approved by management that are not required by law. Certifications and licenses that are required by law in order to perform the employee's position will not be reimbursed.

(c) If training required by Jeanes may be done via computer remotely, and Jeanes authorizes this as an option, non-exempt employees shall be paid for the designated length of the training upon completion through the designated learning management system.

(d) If Jeanes requires an employee to attend a specific conference or seminar, the attendance fees and reasonable expenses for attending will be borne by Jeanes. Non-exempt employees will be paid for actual time spent attending the conference and for time spent traveling overnight out of town that cuts across the employee's regular work day, if applicable.

(e) Employees who are required to complete continuing education in order to maintain certification or licensure may request for Jeanes to pay the cost of fees to attend or access such continuing education, including online courses, seminars or certification examination fees. Such seminars or certification must be related to the employee's field and be approved by management.

(f) If a program is available within the Health System, employees are not eligible to seek approval of the cost for an outside seminar.

## **Section 2: Conferences**

An employee may request time off to attend conferences, seminars and workshops to further professional growth and development. Seminars requested for professional growth and development must be related to the employee's field, and be approved by the manager. When approved, the employee will be granted conference time off, with pay, to attend the conference up to the length of their scheduled work day. In no event will an employee be paid conference time in excess of their regularly scheduled hours for the week. Reimbursement of attendance fees and reasonable expenses for attending conferences, seminars and workshops related to the employee's field also may be approved, in the sole discretion of Jeanes.

## **Section 3: Tuition Benefits**

Employees in the bargaining unit shall be eligible for tuition remission/reimbursement in accordance with TUHS policy on the same terms and conditions as and for so long as hourly, non-bargaining unit employees of TUHS and any changes to TUHS policy automatically apply to employees in the bargaining unit to the same extent that such changes apply to hourly, non-bargaining unit employees of TUHS. Changes to these benefits are not subject to the grievance and arbitration procedure of this Agreement. The Union will be notified in advance of changes to the policy.

## **Section 4:**

Nothing in this Article prohibits a department from reimbursing employees for certification and license fees, if they choose to do so, or from providing additional professional development benefits, in their discretion. If a department intends to change its policy or practice regarding providing additional benefits, the Union will be notified at least thirty (30) days in advance of the changes.

# **ARTICLE 30**

## **POOL PROGRAM**

### **Section 1:**

Pool or per diem employees are covered by the Agreement unless specifically excluded.

### **Section 2:**

(a) Nothing herein shall be considered a guarantee of work.

(b) Pool employees will submit their availability to work in accordance with the policy in their department. Pool employees may volunteer for additional shifts in accordance with Article 16.

(c) Pool employees will be required to make themselves available to work the minimum number of shifts required by their department and their position, including any holiday and call requirements. If the number of required shifts changes, employees in the department and the Union will be provided at least sixty (60) days' notice.

(d) A pool employee who fails to schedule and work the minimum required shifts in two consecutive scheduling periods will be considered a voluntary resignation.

(e) Pool employees are expected to follow all department rules, regulations and policies and to work the scheduled shift(s) assigned.

(f) The opportunity to work will be provided on an equitable basis to pool employees who make themselves available, based on Jeanes needs, the availability offered by the pool employee, and the competencies of the pool employee, where applicable.

### **Section 3:**

Pool employees may cover the shifts of regular full-time and part-time employees, subject to the approval of the manager. Such approval shall not be unreasonably denied. Such covered shifts shall not count toward their work commitment under this Article. Jeanes may decline to approve such covered shifts if it would cause overtime for the pool employee.

## **ARTICLE 31 SEPARABILITY**

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in affect; 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 and regulations of the United States or of the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulations, so long as same is in force and affect; but all other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE 32 STAFFING AND JOINT PRACTICE COMMITTEE**

### **Section 1: Joint Practice Committee**

(a) No later than three (3) months after the ratification of this Agreement, the parties shall establish a Joint Practice Committee (JPC) to promote dialogue between direct caregivers and management for the purpose of enhancing professional practice and the highest levels of patient care. The JPC shall not

engage in negotiations, nor shall the JPC consider matters that are properly the subject of a grievance.

(b) The Union will designate no more than five (5) members of the Committee. Jeanes will designate an equal or lesser number of managers representing different departments to attend based on the subjects on the agenda. The number of members may be adjusted by mutual agreement.

(c) The JPC will meet every other month for one (1) hour at mutually convenient times, unless otherwise agreed by the parties. The Union will identify the departments/job classifications impacted by the topics to be discussed at least one (1) month in advance and will provide a proposed agenda at least two (2) weeks in advance. Jeanes may also add things to the agenda in advance.

(d) Jeanes will work with the Union in providing coverage for the duration of the meeting for committee members who are scheduled to work during the designated meeting times if the committee is unable to find a time when no bargaining unit committee members are scheduled to work. As with Labor Management meetings, employees who are released from work by management for the meeting will not be required to clock out when attending the meeting.

(e) The JPC will be given access to certain information relevant to the practice of covered employees for the purpose of making recommendations on enhancing professional practice.

(f) Management will respond in writing or at the next JPC meeting to recommendations made by the JPC.

## **Section 2:**

Jeanes has the sole and exclusive right to establish and change staffing guidelines consistent with operational needs and management judgment. If Jeanes changes existing staffing guidelines for a department or unit, it will notify JPC in advance of making the change to the guidelines and give the JPC the opportunity to provide feedback on the change.

### **Section 3:**

When management determines that there is a hole in the schedule or other open shift that needs to be filled that is known to management at least seventy-two (72) hours in advance, it will take actions that may include the following before mandating staff:

- a. Contact pool staff;
- b. Contact qualified staff to offer voluntary additional hours;
- c. Utilize agency personnel, if applicable.

## **ARTICLE 33 SCOPE OF AGREEMENT**

During the negotiations resulting in this Agreement, Jeanes and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the applicable law imposes an obligation to bargain.

This Agreement contains the entire understanding, undertaking and agreement of Jeanes and the Union, after exercise of the right and opportunity referred to in the first sentence of this Article.

This Agreement revokes all and every previous agreement, practice, privilege and benefit relating to the employees or any one or more of them covered by this Agreement, which were in effect prior to the execution of this Agreement. This Agreement and any amendments or supplements thereto become effective following ratification by the membership.

## **ARTICLE 34 TERM OF AGREEMENT**

### **Section 1:**

This Agreement shall be in full force and effect from the date hereof until 11:59 p.m. on May 31, 2028, and from year to year thereafter, unless one of the parties to this Agreement serves written notice of its desire to amend or terminate this Agreement upon the other party not less than ninety (90) days before the expiration date or any anniversary date thereafter. The party serving such opening notice shall include with such notice a statement of its proposed changes. Should neither party serve timely notice upon the other party, the Agreement shall automatically renew for twelve (12) months from the expiration date.

**Section 2:**

In the event the parties do negotiate for an amendment or termination of this Agreement, the Union agrees to provide Jeanes with a written notice with any intention to strike at least ten (10) days before any strike commences. This notice shall contain the date and time the strike shall begin, though the notice may be extended by written agreement of the parties. This requirement to provide a ten (10) day strike notice shall survive the expiration of this Agreement and any renewal or extension thereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by duly authorized officers and representatives as of this 17th day of June, 2025.

<b>JEANES HOSPITAL ALLIED ASSOCIATION / PASNAP</b>	<b>JEANES CAMPUS</b>
	/s/ Cheryl DeVose, Vice President of Labor & Employee Relations
	/s/ Jessenia Inchautegui-Williams, Director Labor & Employee Relations
	/s/ Frederick Berger, Vice President of Benefits & Retirement Admin
	/s/ Lee Hasselbach, Vice President of Compensation
	/s/ Hernan Alvarado, AVP, Respiratory & Sleep

	/s/ Thomas Cassidy, SR Director Pharmacy
	/s/ Chelsea Bowers, Director Lab Operations
	/s/Denise Nawalany, Director Rehabilitation
	/s/ George Miller, Clinical Manager Pharmacy
	/s/ Jasmine Hampton-Nicholson, VP Perioperative Services
	/s/ Kara Stromberg, Director Clinical Nutrition & Res
	/s/ Kristin Wells, AVP Medical Ancillary Svcs
	/s/ Mandee Acosta, Manager Pulmonary Services
	/s/ Ronald Zink, VP, RAD & ONC / Exec Dir Nec
	/s/ Roslyn Scriber, Director Business Operations
	/s/ Jonathan Bakst, VP, Laboratory Operations

### Appendix A

**Note: Wage rates are shown hourly for ease. Rates will be converted to salary for exempt employees when agreement is reached.**

<b>Exp Years</b>	<b>TITLE</b>	<b>Effective the first full pay period that is at least ninety (90) days following ratification 3%</b>	<b>Effective the first full pay period following the one year anniversary of ratification 3%</b>	<b>Effective the first full pay period following the second anniversary of ratification 3%</b>
0 - 2	LPN	\$30.14	\$31.04	\$31.97
2-5		\$31.65	\$32.60	\$33.58
5-10		\$32.25	\$33.22	\$34.22
10-15		\$32.90	\$33.89	\$34.91
15 - 20		\$33.55	\$34.56	\$35.60
20+		\$34.60	\$35.64	\$36.71
0 - 2	Anesthesia Tech	\$23.50	\$24.21	\$24.94
2-5		\$23.97	\$24.69	\$25.43
5-10		\$25.01	\$25.76	\$26.53
10-15		\$25.51	\$26.28	\$27.07
15 - 20		\$26.55	\$27.35	\$28.17
20+		\$27.08	\$27.89	\$28.73
0 - 2	GI Technician	\$27.17	\$27.99	\$28.83
2-5		\$27.51	\$28.34	\$29.19
5-10		\$27.83	\$28.66	\$29.52
10-15		\$28.78	\$29.64	\$30.53
15 - 20		\$29.22	\$30.10	\$31.00
20+		\$29.78	\$30.67	\$31.59
0 - 2	Medical Lab Technician	\$30.98	\$31.91	\$32.87
2-5		\$33.25	\$34.25	\$35.28
5-10		\$34.00	\$35.02	\$36.07
10-15		\$34.85	\$35.90	\$36.98
15 - 20		\$37.00	\$38.11	\$39.25
20+		\$38.00	\$39.14	\$40.31

0 - 2	Lead Medical Lab Technician	\$33.98	\$35.00	\$36.05
2-5		\$36.25	\$37.34	\$38.46
5-10		\$37.00	\$38.11	\$39.25
10-15		\$37.85	\$38.99	\$40.16
15 - 20		\$39.00	\$40.17	\$41.38
20+		\$39.61	\$40.80	\$42.02
0 - 2	OR Technician	\$28.42	\$29.27	\$30.15
2-5		\$30.00	\$30.90	\$31.83
5-10		\$30.72	\$31.64	\$32.59
10-15		\$33.20	\$34.20	\$35.23
15 - 20		\$33.80	\$34.81	\$35.85
20+		\$34.67	\$35.71	\$36.78
Pool		\$27.00	\$27.81	\$28.64
0 - 2	Radiology Technologist	\$38.56	\$39.72	\$40.91
2-5		\$40.36	\$41.57	\$42.82
5-10		\$41.05	\$42.28	\$43.55
10-15		\$42.00	\$43.26	\$44.56
15 - 20		\$44.00	\$45.32	\$46.68
20+		\$46.00	\$47.38	\$48.80
Pool		\$40.00	\$41.20	\$42.44
0 - 2	Respiratory Therapist REG	\$40.22	\$41.43	\$42.67
2-5	RRT	\$41.90	\$43.16	\$44.45
5-10		\$43.39	\$44.69	\$46.03
10-15		\$44.39	\$45.72	\$47.09
15 - 20		\$46.15	\$47.53	\$48.96
20+		\$47.50	\$48.93	\$50.40
Pool		\$43.37	\$44.67	\$46.01

0 - 2	Respiratory Therapist CERT	\$38.00	\$39.14	\$40.31
2-5	CRT	\$39.00	\$40.17	\$41.38
5-10		\$40.00	\$41.20	\$42.44
10-15		\$41.00	\$42.23	\$43.50
15 - 20		\$42.00	\$43.26	\$44.56
20+		\$43.00	\$44.29	\$45.62
Pool		\$38.00	\$39.14	\$40.31
	Sr Respiratory Therapist			
	* see section 8			
0 - 2	Mammography Technologist	\$42.04	\$43.30	\$44.60
2-5		\$43.89	\$45.21	\$46.57
5-10		\$45.33	\$46.69	\$48.09
10-15		\$46.18	\$47.57	\$49.00
15 - 20		\$46.88	\$48.29	\$49.74
20+		\$47.40	\$48.82	\$50.28
0 - 2	MRI Technologist	\$42.05	\$43.31	\$44.61
2-5	Spec Studies Technologist	\$45.01	\$46.36	\$47.75
5-10	Ultrasound Technologist	\$46.08	\$47.46	\$48.88
10-15	CT Technologist	\$46.93	\$48.34	\$49.79
15 - 20	Echocardiography Tech	\$49.47	\$50.95	\$52.48
20+		\$51.00	\$52.53	\$54.11
Pool	MRI/ IR / US / CT	\$42.00	\$43.26	\$44.56
Pool	Echocardiography Tech	\$36.00	\$37.08	\$38.19
0 - 2	Lead CT Technologist	\$44.16	\$45.48	\$46.84
2-5		\$47.27	\$48.69	\$50.15

5-10		\$48.38	\$49.83	\$51.32
10-15		\$48.93	\$50.40	\$51.91
15 - 20		\$49.98	\$51.48	\$53.02
20+		\$51.94	\$53.50	\$55.11
	Sr Rad / CT Tech			
	* see section 7			
0 - 2	Nuc Med Technologist	\$46.92	\$48.33	\$49.78
2-5		\$49.28	\$50.76	\$52.28
5-10		\$51.40	\$52.94	\$54.53
10-15		\$54.11	\$55.73	\$57.40
15 - 20		\$54.97	\$56.62	\$58.32
20+		\$55.39	\$57.05	\$58.76
0 - 2	Cardiac Cath Technologist	\$45.21	\$46.57	\$47.97
2-5		\$46.60	\$48.00	\$49.44
5-10		\$47.37	\$48.79	\$50.25
10-15		\$49.00	\$50.47	\$51.98
15 - 20		\$49.50	\$50.99	\$52.52
20+		\$50.92	\$52.45	\$54.02
0 - 2	Polysomnographer	\$34.10	\$35.12	\$36.17
2-5		\$34.74	\$35.78	\$36.85
5-10		\$35.37	\$36.43	\$37.52
10-15		\$36.70	\$37.80	\$38.93
15 - 20		\$37.31	\$38.43	\$39.58
20+		\$37.87	\$39.01	\$40.18

0 - 2	Physical Therapy Assistant	\$32.19	\$33.16	\$34.15
2-5	COTA	\$32.75	\$33.73	\$34.74
5-10		\$32.89	\$33.88	\$34.90
10-15		\$33.30	\$34.30	\$35.33
15 - 20		\$33.75	\$34.76	\$35.80
20+		\$34.33	\$35.36	\$36.42
Pool		\$35.00	\$36.05	\$37.13
0 - 2	Cardiopulmonary Therapist	\$28.48	\$29.33	\$30.21
2-5		\$30.00	\$30.90	\$31.83
5-10		\$31.75	\$32.70	\$33.68
10-15		\$32.00	\$32.96	\$33.95
15 - 20		\$32.25	\$33.22	\$34.22
20+		\$33.00	\$33.99	\$35.01
0 - 2	Senior Cardiopulmonary Therapist	\$30.48	\$31.39	\$32.33
2-5		\$31.80	\$32.75	\$33.73
5-10		\$33.75	\$34.76	\$35.80
10-15		\$34.00	\$35.02	\$36.07
15 - 20		\$34.25	\$35.28	\$36.34
20+		\$35.00	\$36.05	\$37.13
0 - 2	Clinical Specialist Pharmacy	\$65.78	\$67.75	\$69.78
2-5		\$67.76	\$69.79	\$71.88
5-10		\$71.40	\$73.54	\$75.75
10-15		\$74.42	\$76.65	\$78.95
15 - 20		\$77.00	\$79.31	\$81.69
20+		\$78.02	\$80.36	\$82.77

START	<b>Medical Technologist (Bachelors' only)</b>	\$33.00	\$33.99	\$35.01
0 - 2	Medical Technologist	\$37.66	\$38.79	\$39.95
2-5		\$38.00	\$39.14	\$40.31
5-10		\$39.00	\$40.17	\$41.38
10-15		\$39.97	\$41.16	\$42.39
15 - 20		\$40.50	\$41.72	\$42.97
20+		\$41.00	\$42.23	\$43.50
Pool		\$42.00	\$43.26	\$44.56
0 - 2	Nutritionist	\$34.00	\$35.02	\$36.07
2-5		\$35.37	\$36.43	\$37.52
5-10		\$37.00	\$38.11	\$39.25
10-15		\$38.75	\$39.91	\$41.11
15 - 20		\$39.75	\$40.94	\$42.17
20+		\$40.50	\$41.72	\$42.97
Pool		\$39.00	\$40.17	\$41.38
0 - 2	Occupational Therapist	\$40.32	\$41.53	\$42.78
2-5	Speech Therapist	\$45.00	\$46.35	\$47.74
5-10	Physical Therapist	\$47.50	\$48.93	\$50.40
10-15		\$48.50	\$49.96	\$51.46
15 - 20		\$49.50	\$50.99	\$52.52
20+		\$51.00	\$52.53	\$54.11
Pool		\$57.00	\$58.71	\$60.47
0 - 2	Sr Occupational Therapist	\$42.34	\$43.61	\$44.92
2-5	Sr Speech Therapist	\$47.10	\$48.52	\$49.98
5-10	Sr Physical Therapist	\$49.00	\$50.47	\$51.98

10-15		\$50.50	\$52.02	\$53.58
15 - 20		\$51.45	\$52.99	\$54.58
20+		\$53.00	\$54.59	\$56.23
0 - 2	Social Worker	\$33.50	\$34.51	\$35.55
2-5		\$36.00	\$37.08	\$38.19
5-10		\$36.60	\$37.70	\$38.83
10-15		\$37.00	\$38.11	\$39.25
15 - 20		\$37.50	\$38.63	\$39.79
20+		\$38.50	\$39.66	\$40.85
0 - 2	Physician Assistant	\$55.64	\$57.31	\$59.03
2-5		\$60.99	\$62.82	\$64.70
5-10		\$63.66	\$65.57	\$67.54
10-15		\$68.00	\$70.04	\$72.14
15 - 20		\$69.00	\$71.07	\$73.20
20+		\$69.50	\$71.59	\$73.74
0 - 2	Registered Pharmacist	\$63.00	\$64.89	\$66.84
2-5		\$66.50	\$68.50	\$70.56
5-10		\$68.00	\$70.04	\$72.14
10-15		\$72.71	\$74.89	\$77.14
15 - 20		\$75.39	\$77.65	\$79.98
20+		\$76.00	\$78.28	\$80.63
Pool		\$65.50	\$67.47	\$69.49
0 - 2	Staff Chaplain	\$35.05	\$36.10	\$37.18
2-5		\$36.15	\$37.23	\$38.35
5-10		\$36.96	\$38.07	\$39.21
10-15		\$37.78	\$38.91	\$40.08
15 - 20		\$38.62	\$39.78	\$40.97
20+		\$39.47	\$40.65	\$41.87

Full-time employees will receive a one-time ratification bonus of \$1,250, less applicable withholdings. Part-time employees hired to work twenty (20) hours per week or more will receive a one-time ratification bonus of \$625, less applicable withholdings. The bonus will be paid the first full pay period following ratification provided that the Agreement is ratified by June 23, 2025.

## **Side Letter on Paid Sick Leave**

Per diem and part-time employees who are hired to work less than twenty (20) hours per week who have accrued but unused sick time pursuant to the Philadelphia Paid Sick Leave Ordinance at the time of ratification will be permitted to use that accrued sick time through December 31, 2025, but will not accrue any additional sick time following ratification of this Agreement. Per diem and part-time employees who are hired to work less than twenty (20) hours per week who have accrued but unused sick time pursuant to the Philadelphia Paid Sick Leave Ordinance in their bank as of December 31, 2025, will be paid out for such time.

## Side Letter on Retirement

For purposes of implementing Article 25 Section 11, the parties agree that the following provisions shall apply to employees in the bargaining unit who are participating in the Temple University Health System, Inc. Defined Contribution Retirement Plan (“Defined Contribution Retirement Plan”) who have greater than nine (9) years of participation in the Defined Contribution Retirement Plan and are receiving an Employer Contribution at the rate of 10% as of September 30, 2025:

- Employees in the bargaining unit who have greater than nine (9) years of participation who are receiving the 10% Employer Contribution as of September 30, 2025 will remain at the 10% Employer Contribution rate so long as they remain eligible under the terms of the Defined Contribution Retirement Plan.
- This side letter applies only to employees who are in the bargaining unit as of the date of ratification, are currently participating in the Defined Contribution Retirement Plan as of the date of ratification, who have greater than nine years of participation in the contributory schedule of the Defined Contribution Retirement Plan, and are already receiving the 10% Employer Contribution as of September 30, 2025.
- Employees who are currently under the non-contributory schedule will transition to the contributory schedule as soon administratively feasible, contingent on their enrollment in the plan. Any employee who transitions from the non-contributory schedule to the contributory schedule will not be eligible for the 10% contribution rate.
- Employees who join the bargaining unit after the date of ratification are not covered by this side letter, regardless of their participation in the Defined Contribution Retirement Plan.

- Employees who are covered by this side letter who leave the bargaining unit for any reason will no longer be covered by this side letter.

## Side Letter on Incentives

1. The incentives listed in this side letter will continue unless terminated by Jeanes or modified by the agreement of both parties. In the event that Jeanes wishes to terminate the incentive, it will give the Union a minimum of 15 calendar days' notice and will meet with the Union upon request. Once Jeanes gives notice of its intent to terminate the incentive, it can extend the termination date without having to give an additional 15 day notice period. Jeanes will notify the union of any such extensions.
2. Shifts may also be offered as extra, non-incentive shifts in the discretion of management.
3. This side letter is not intended to reduce the amount of the incentive being offered by any department that currently offers an incentive that is greater than the levels in this side letter.
4. Jeanes may continue to provide incentives in addition to those listed in this side letter for extra shifts on an as-needed basis.
5. The Union agrees that this side letter does not require Jeanes to fill any shift that it does not deem it necessary to fill, does not require Jeanes to offer incentives for any shift, and does not prevent Jeanes from cancelling any incentive shift.
6. The Parties recognize that the following are the existing incentives for extra work in each department for full-time and part-time non-exempt employees:
  - a. Clinical Laboratory: \$125 for a full 8-hour shift worked on weekends and holidays.

- b. Cath Lab: \$15/hour on-call incentive on an as-needed basis in accordance with current practice.
- c. Operating Room: \$75/shift on weekdays and \$225/shift on weekends when staff is at their 7th or higher on-call shift when staffing is at certain levels.
- d. X-Ray: \$175 for a full 8-hour shift worked.
- e. Respiratory: Time-and-one-half for hard-to-fill shifts in accordance with current practice.

## **Side Letter on Medical Technologists**

Medical Technologists with a Bachelor's degree but without clinical laboratory experience will move to the Medical Technologist wage scale after one (1) year of employment in the Temple laboratory.

Employees who fall on the "MT Bachelors' Scale" shall enter into an extended clinical orientation where they will learn additional skills and procedures for the clinical laboratories. The purpose of this training is to train new employees who do not have lab experience and address the shortage of clinical lab staff. Specialty areas in each clinical laboratory department will be staffed by trained and competent MTs and MLTs until the employee has sufficient training.

## **Side Letter on New Hires**

Employees who are hired or transferred into a bargaining unit position between the date of ratification and the implementation of the increases provided for in Section 1 will be placed on their step on the scale based on their experience as provided for in Section 1(a) at the time of their hire or transfer and will not receive any increase to their rate when the increases in Section 1(a) take effect.

## **Side Letter on Education and Training**

### **Dieticians**

For purposes of implementing Article 29, the parties agree that the currently employed dieticians will continue to have their Pennsylvania state license fee and Commission on Dietetic Registration annual fee reimbursed for the term of this Agreement, provided that the license and registration continue to be required in order to practice.

In addition, for the term of this Agreement, dieticians will continue to be reimbursed for no more than one professional membership per year, however, dietitians holding a specialty certification will receive reimbursement for an additional professional membership.

Dieticians will be permitted to continue to use CME days for weekday conferences that they are approved to attend and will continue to be approved for up to three (3) CME days for preparing for and taking board examinations that they are required to take.

### **Physician Assistants**

For purposes of implementing Article 29, the parties agree that the currently employed Physician Assistants will continue to have their DEA registration fees reimbursed for the term of this Agreement, provided that it continues to be required in order for them to practice.

### **Speech Therapists**

For purposes of implementing Article 29, for the term of this Agreement, the parties agree that up to \$1,800 per fiscal year will be available for professional education on a department-wide basis.