COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WILLS EYE HOSPITAL

AND

WILLS EYE NURSES AND TECHS/ PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS



EFFECTIVE
February 1, 2026 - January 31, 2029

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AGREEMENT

THIS AGREEMENT is entered into as of the 1st day of February, 2026, by and between WILLS EYE HOSPITAL **(**hereinafter referred to as "Employer", "Company" or "the Hospital"**)**, located at 840 Walnut Street, Philadelphia, PA 19107 and the WILLS EYE NURSES AND TECHS/PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS **(**hereinafter referred to as "WENT", "PASNAP" or "the Union"**)**, located at 3031 Walton Road, Suite 104, Plymouth Meeting, PA 19462.

ARTICLE 1 RECOGNITION AND PURPOSE

Section 1.1 Classifications Covered. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time professional and non-professional employees including but not limited to Registered Nurses, Surgical Technicians, SPD Technicians, CPD Technicians, Anesthesia Technicians, Nursing Assistants, Patient Registration Representatives, Materials Clerk and Medications Management Coordinator; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act, and as certified in Pennsylvania Labor Relations Board Case No. PERA-R-06-29-E.

ARTICLE 2 UNION MEMBERSHIP AND CHECK-OFF PROVISIONS

Section 2.1 Good Standing. All employees who are, or shall become, members of the Union shall, as a condition of continued employment, remain members of the Union for the duration of this Agreement. For purposes of this Article, an employee shall be considered a member of the Union in good standing if the member timely tenders his or her periodic dues to the Union.

Section 2.2 Fair Share Fee. The Hospital and the Union agree that the following language of Article 2.2 of this Agreement is presently not valid or enforceable under Janus v. American Federation of State, County, and Municipal Employees, Council 31, 138 S. Ct. 2448 (2018), and that the

following language of Article 2.2 of the Agreement shall have no effect unless or until Janus v. American Federation of State, County, and Municipal Employees, Council 31, is held to be no longer valid or held to be inapplicable to the Hospital and its employees or the current Agreement:

All employees who are not members of the Union, and who do not become and remain members in the future, plus all new employees who do not become members of the Union upon the expiration of their probationary period, or as it may be extended, shall, as a condition of continued employment, pay to the Union a Fair Share fee in an amount equal to the regular monthly dues of the Association, less the cost for the previous Union fiscal year of its activities which were not reasonably employed to implement or effectuate the duties of the Union as exclusive bargaining representative.

Section 2.3 Discharge. Any employee who fails to comply with the requirements of Articles 2.1 or 2.2 (if deemed enforceable to the Hospital and its employees) shall be discharged from his or her position within twenty (20) days after receipt of written notice from the Union.

Section 2.4 Dues. Upon receipt of a written authorization from an employee, the Employer shall deduct from the wages of each such employee regular dues as fixed by the Union. Deductions will be made from each paycheck. The total amount of the deductions, together with a report of such deductions listing the amounts deducted from each employee, together with a roster showing the first and the last name of each individual in the bargaining unit, the amount deducted, and the employee ID number and, beginning on or after February 1, 2024, the employee's gross wages and total hours worked during the month, shall be forwarded to PASNAP monthly at the postal address and electronic address provided by the Union in the form of a spreadsheet (Excel or comparable format) by the fifteenth (15th) day of the following month.

Section 2.5 Sufficient Wages. The Employer shall not be obliged to make dues deductions of any kind from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues

deductions.

Section 2.6 Indemnification. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements and membership in the Union.

Section 2.7 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 the Employer regarding the structure of the deductions, the Employer agrees to enable voluntary contributions to the PASNAP PAC political advocacy fund through a payroll check-off provision. PASNAP must provide the Employer with a written authorization signed by each bargaining unit employee who wishes to make such contributions, which shall state the amount to be deducted from each pay; provided that (a) such authorizations may only be submitted, modified or revoked once per year (by December 31); and (b) the employee must specify the same amount to be deducted from each pay. Upon receiving the authorization, the Employer shall deduct such funds as authorized 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 2.8 Check-Off. The Employer shall be relieved from making such check off deductions from an employee upon his (a) termination of employment, (b) transfer to a job outside the bargaining unit, (c) layoff from work or (d) approved unpaid leave of absence.

Section 2.9 Employee Information. The Employer agrees, by the 15th day of each month, to furnish to the Union a list with the names of newly hired employees, their classifications of work, their dates of hire, employee name changes, employees on leaves of absence, as well as changes in position and FTE status and the names of terminated employees, together with their dates of termination, home address, and personal email (if provided by the employee) and phone number.

This report shall be provided to PASNAP in the form of an Excel spreadsheet or comparable format at the electronic address provided by the Union.

Section 2.10 Bargaining Unit Information. In January of each year, the Employer shall submit to the Union a list containing the names, addresses, personal email (if provided by the employee) and phone numbers, dates of hire, employee IDs, current hourly rate and departments/cost centers of all employees in the bargaining unit. This report shall be provided to PASNAP in the form of an Excel spreadsheet or comparable format at the electronic address provided by the Union.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1 General. The management of the Employer's operations and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit, the right to hire, discipline or discharge employees for just cause, to transfer, promote or relieve employees from duty because of lack of work or other reasons, the maintenance of discipline, order and efficiency, the right to establish, revise, maintain and enforce reasonable work standards, schedules, shifts and days and hours of work, to make from time to time and enforce reasonable work rules, to introduce new work methods and facilities, and to change or eliminate existing methods whether or not the same causes any reduction in the working force, or reorganize or combine operations with any consequent reduction in the working force, is vested exclusively in the Employer; provided that this Article will not be used for the purpose of discriminating against any employee on account of membership in the Union. The rights of the Employer are limited only as expressly limited by the language of this Agreement.

Section 3.2 Supervisor and Non-Bargaining Unit Staffing Work. Supervisors and non-bargaining unit staff shall not perform bargaining unit work except when necessary to assure patient care and coverage or due to absenteeism and call-outs, emergencies, Acts of God, staffing shortages and training. Prior to a supervisor or non-bargaining unit staff performing bargaining unit work, for an

anticipated minimum of eight (8) continuous hours in a shift, the Hospital will contact all qualified bargaining unit staff, including per diems, and offer voluntary extra shifts or overtime.

ARTICLE 4 HOURS OF WORK AND OVERTIME

Section 4.1 Work Week. The regular work week for full time employees shall be 40 hours to be scheduled pursuant to this Article as determined by the Employer. Each pay period shall consist of 80 hours, starting at 12:01 a.m. on Saturday of each week and ending at 12:00 p.m. midnight on the Friday of the following week.

Section 4.2 Hourly Employees.

A. Surgical Unit – Weekdays. During the term of this Agreement, all employees regularly assigned to the OR or Pre-Op/PACU coverage ("Surgical Unit") during weekdays (defined as Monday to Friday) shall be paid on an hourly basis and shall be paid time and one half (1½) for (i) all hours worked in excess of forty (40) in one workweek; and (ii) all hours worked on any day in excess of the employee's scheduled shift of 8 or 10 hours; provided that such overtime shall not be stacked or pyramided.

B. Inpatient Unit. All employees assigned to the inpatient unit ("Inpatient Unit") shall be paid time and one half (1½) for all hours worked in excess of forty (40) hours in one work week. The base wage rate for Inpatient Unit employees is all-inclusive, i.e. there are no other increments or premiums that apply, including but not limited to shift premiums or certification increments, except the night coverage differential. If an employee works at least two (2) hours beyond their regular work day, the employee will be paid time and one half (1 ½) for all time worked past the end of the scheduled shift.

C. Surgical Unit - Weekend. Employees assigned to the surgical unit solely on the weekend ("Weekend") shall be paid time and one half (1½) for all hours

worked in excess of forty (40) hours in one work week. The base wage rate for Weekend employees is all-inclusive, i.e. there are no other increments or premiums that apply, including but not limited to shift premiums or certification increments, except the night coverage differential.

D. Flexible Positions. Employees designated as "flexible employees" may work in any of the three work units (Surgical Unit – Weekend; Surgical Unit – Weekday; and Inpatient Unit) as defined in this Section 4.2, as scheduled by the Employer. These employees' shifts, hours and days of week assignments will be based on the needs of the Employer and may be changed as needed notwithstanding the requirements of Section 4.3. For the hours actually worked in any given unit, the Employer will treat the employee and those hours under the Contract requirements for that unit. For example, if a "flexible" employee worked 10 hours in the Surgical Unit – Weekday on a Thursday, that employee would receive 2 hours of overtime for exceeding 8 hours in one day, regardless of whether the employee worked more than 40 hours that week or was regularly assigned to the Surgical Unit – Weekend (where there is no daily overtime requirement). There shall be no pyramiding of overtime.

Section 4.3 Work Schedule.

A. The Employer agrees to post schedules, including daily work hours and shifts, no less than two weeks before the first day listed on the schedule. Each posted schedule will cover at least six (6) weeks. In addition, the Employer shall post the Call schedule no less than two weeks prior to the start of each six week schedule. Once posted the schedule shall not be changed except by the mutual agreement of the Employer and the employee except in the case of absenteeism, emergencies and unanticipated staffing shortages. Scheduling switches shall be permitted only with the approval of the Employer, provided, however, that requests for scheduling switches shall not be unreasonably denied where circumstances permit and employee skill sets are equivalent.

1. The Employer agrees to post final schedules, including daily work hours and shifts, no less than two weeks before the first day listed on the schedule. Each posted schedule will cover at least six (6) weeks.
2. The Employer agrees to post a preliminary schedule, including daily work hours and shifts for all full-time and regular part-time employees, and all scheduled holiday and vacation time, at least seven (7) days prior to posting the final schedule.
3. After the preliminary schedule is posted, the Employer may add per diem employees to the final schedule based on the availability of the per diem employees and the Employer's operational needs. Available shifts will be distributed to per diem staff equitably.
4. Following the addition of per diem employees into the preliminary schedule as described in paragraph 3 above, the Employer on a predetermined day and time that staff are made aware of, will allow all employees to pick up any remaining available shifts. The available shifts shall be distributed equitably at the discretion of the manager and, where applicable, the bargaining unit employee who is responsible for scheduling in the unit.
5. Staffing needs that arise after the final schedule is posted will be made available to full-time, regular part-time and per diem employees who have indicated their willingness to work, and assignment of such opportunities shall be equitably distributed.
6. In addition, the Employer shall post the Call schedule no less than two weeks prior to the start of each six week schedule. Once posted the schedule shall not be changed except by the mutual agreement of the Employer and the employee except in the case of absenteeism, emergencies and unanticipated staffing shortages. Scheduling switches shall be permitted only with the approval of the Employer, provided, however, that requests for scheduling switches shall not be unreasonably denied where circumstances permit and employee skill sets are equivalent.

B. The Employer shall post a monthly availability calendar ("Availability Calendar") for each of the Inpatient, OR and Pre-Op/PACU areas, noting, to the extent known when posted, the days when the number of cases will likely be heavy. Employees assigned and trained for such areas may sign the Availability Calendar on the days when they are willing to make themselves available for work beyond their scheduled shift on such day, and note the length of time that they are willing to make themselves available. Employees may sign for available shifts up to 10 a.m. on the scheduled day. Employees may remove themselves from the Availability Calendar up to 7 days before the scheduled day of work.

Section 4.4 Breaks and Lunches. The Employer agrees to provide and schedule at least one (1) thirty (30) minute unpaid lunch break and two (2) fifteen (15) minute breaks to be scheduled by the Employer. "Scrubbed in" employees may be scheduled for one (1) one (1) hour break per shift, provided, however, that 30 minutes shall be unpaid; or such employees may be scheduled for a 45 minute lunch, with 30 minutes unpaid, and only one 15 minute break to be scheduled by the Employer. Employees shall be provided the unpaid lunch break no less than three and one-half hours (3 ½), and no greater than six and one-half hours (6 ½), after the beginning of the employee's shift, except when necessary to assure patient care and coverage or due to absenteeism and call-outs, emergencies, Acts of God or unexpected staffing shortages. By mutual agreement between the employee and the Employer, breaks and lunches may be combined and/or shortened for the purpose of enabling employees to leave work early when, at the discretion of the Employer, the employee no longer is required.

Section 4.5 Time Recording. All employees shall be required to accurately and consistently record their time in a manner to be determined by the Employer, when reporting to work and when leaving work.

Section 4.6 Weekend Work.

A. For employees regularly assigned to the Surgical Unit:

1. The Employer will provide 90 days written notice to the Union before scheduling Surgical Unit employees for weekend work on the regular schedule as required by Article 4.3, which the Employer may otherwise do in its sole discretion.

2. The notice requirement set forth in Article 4.6.A does not prohibit the scheduling of weekend work in circumstances where such work is required by absenteeism, emergencies, unanticipated shortages or requirements, medical needs or physician requests. Employees who work on weekends pursuant to Article 4.6.A shall be paid time and one-half for all weekend hours actually worked (and not paid pursuant to any contractual guarantee); provided that this shall not be stacked or pyramided with any other overtime to which the employee is entitled.

3. Before requiring Surgical Unit employees to work weekends, as permitted by Article 4.6.A, and provided such work is not on the regular schedule pursuant to Article 4.3, the Hospital will solicit volunteers so long as such volunteers are fully capable of performing the required work, without the need for training or certification. If, in the Employer's discretion, insufficient qualified persons volunteer for the required overtime work, the Employer will require qualified employees, in rotating order starting with the least senior qualified employee, to work; provided, however, that only such employees who are deemed in the sole discretion of the Employer to be qualified, without the need for training or certification, shall be eligible for assignment of the required weekend work.

B. For employees regularly assigned to the Inpatient Unit or Surgical Unit-Weekend, such employees may be required by the Employer to work weekends, and such employees shall be paid time and one-half (1½) for hours

worked (and not paid pursuant to any contractual guarantee) in excess of forty (40) hours in one work week; provided that this shall not be stacked or pyramided with any other overtime to which the employee is entitled.

Section 4.7 Categories of Employees.

A. Full-time employees are those employees regularly scheduled to work 40 hours per week, except that in the event that employees regularly assigned to the Inpatient Unit are scheduled for shifts greater than 8 hours, a full-time work week may be less than 40 hours, but not less than 36 hours.

B. Part-time employees are those employees regularly scheduled to work less than 40 hours per week (or less than 36 hours per week in the case of Inpatient Unit employees as set forth in Section 4.7.A) but at least 20 hours per week.

C. Per Diem employees are those employees who are not regularly scheduled to work and satisfy the requirements of Article 27.

Section 4.8 Overtime Assignments.

A. Except as set forth in Article 23.2 (On-Call), when requiring employees to work overtime, the Employer will solicit volunteers so long as such volunteers are fully capable of performing the required work, without the need for training or certification subject to the requirements of Article 4.8.B. If permitted by applicable law, and in the Employer's discretion, insufficient qualified persons volunteer for the required overtime work, the Employer will require qualified employees, in rotating order starting with the least senior qualified employee, to work; provided, however, that only such employees who (a) have not yet clocked out when volunteers are solicited and (b) are deemed in the sole discretion of the Employer to be qualified, without the need for training or certification, shall be eligible for assignment of the required overtime work. Otherwise, the Employer will apply the

provisions of Article 4.8.B.

B. Subject to the provisions of this Agreement, the Employer agrees to abide by the provisions of the Prohibition of Excessive Overtime in Health Care Act, as it may be amended from time to time.

Section 4.9 Shift Cancellations and Reductions.

A. The Employer will not cancel or reduce the scheduled shift of any full-time or part-time employee in the Surgical Unit during any scheduled week day if, as of 5:00 p.m. on the Friday afternoon preceding the scheduled work week, the Employer has scheduled at least 200 cases for the following work week.

B. Voluntary Cancellation Lists.

1. The Employer shall create a list of employees who are requesting a voluntary cancellation or early departure the following day ("Voluntary List") in each of the following areas: (1) OR, (2) Pre-Op/PACU, (3) SPD, (4) Inpatient, (5) Materials and (6) Patient Registration Representative.

2. The Employer shall grant voluntary cancellations or early departures in each area from the Voluntary List for that area based on an \equitable rotation of employees in that area, provided that employees with required training, certifications and/or competencies are available at all times, as determined in the sole discretion of the Employer.

3. Any voluntary early departure or cancellation granted by the Employer shall be noted on the Voluntary List to

facilitate the equitable rotation of opportunities.

C. Procedure for Cancellations. If the Employer determines to cancel or reduce the scheduled shift of any employee, it shall first cancel or reduce the shifts of the employees on the applicable Voluntary List pursuant to the provisions of Article 4.9 B. Before the Employer cancels or reduces the scheduled shift of any employee who is not on the applicable Voluntary List, it will first solicit volunteers who are willing to accept the cancellations or reductions of their shifts in the areas and in the amounts determined necessary by the Employer, so long as such employees are not otherwise required to perform the remaining work based on their training, certifications and/or competency, in the discretion of the Employer. If insufficient qualified employees, in the discretion of the Employer, volunteer to accept the required cancellations or reductions, the Employer shall implement the required involuntary cancellations or reductions of shifts in the following order:

1. Employees working overtime
2. Per Diem Employees
3. Part-Time Employees
4. Full-Time Employees

Provided that, within each of the above categories of employees, any involuntary cancellations or reductions shall be implemented on a rotating basis starting with the lest senior employee in the affected area and group; provided the remaining employees have the required training, certifications and competency to perform the required work.

D. A record of involuntary cancellations in each area will be maintained by the Employer and will be

made available to employees for review upon request.

E. If an employee is cancelled less than 2 hours prior to the start of a scheduled shift, the employee shall be paid 2 hours at the employee's regular rate.

F. If cancelled, full-time and part-time employees may elect to use vacation or personal days or go unpaid at their own discretion.

G. If the Employer violates any of the provisions of this Article, any employee whose scheduled shift has been cancelled or reduced in violation of this Article shall be made whole on the days in question.

H. Nothing contained in this Article affects the Employer's rights under Article 11.5 (Layoff).

ARTICLE 5 PROBATIONARY PERIOD

Section 5.1 General. Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment, excluding any time lost for sickness or other leaves of absences. During the probationary period, the probationary employee shall not be eligible for any benefits under this Agreement, unless expressly set forth in this Agreement, and the Employer may discipline or discharge employees and such discipline shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Section 5.2 Extension. The Employer may extend the probationary period of any employee for an additional 30 days worked on notice to the Union. If requested, the parties shall meet and discuss the reasons for the probationary extension.

ARTICLE 6 LEAVES OF ABSENCE

Section 6.1 Eligibility. Employees shall be

eligible for unpaid leaves in accordance with the following:

A. FMLA Leave. The Employer agrees to apply the Family and Medical Leave Act provisions to all employees eligible under the FMLA and all employees who have worked at least 1040 hours in the rolling calendar year immediately preceding the request for the leave of absence.

B. Military Leave. Employees will be granted military leaves in accordance with applicable laws. In addition, employees will be granted leaves of absence without pay to attend National Guard and US Reserve training events and other similar involuntary military obligations.

C. Other Leaves. A leave of absence for personal or medical reasons not covered by the FMLA, to take a temporary position with the Union, or any other reason may be approved by the Employer for a period not to exceed ninety (90) days (except where covered by the FMLA). An employee who has been granted a leave of absence pursuant to this Section may request one (1) extension of the leave for up to another ninety (90) days, which may be granted in the discretion of the Employer. No more than two (2) employees may be allowed leave at any time pursuant to this Section (except for medical reasons covered by the FMLA), provided, however, nothing in this Section shall be read to prevent the Employer, at its discretion, from granting additional leaves of absence over the stated maximum should then existing circumstances permit such additional leaves. Employees who are not otherwise eligible for FMLA leave, including following the expiration of any FMLA leave, may be granted a leave of absence under this Section. Requests for "other leaves" shall not be unreasonably denied. The Employer shall allow up to two employees leave to attend the Union House of Delegates meeting once per year upon prior notice to the Director of Nursing before the six week schedule is posted under Section 4.3.A of the Contract so long as the two employees are not employed in the same department or cost center.

D. Mission Leaves. Up to two (2) employees per year may be eligible for one week of paid leave

to assist on a medical mission trip in conjunction with the Wills Eye Center for Academic Global Ophthalmology or an ophthalmology-related program approved by the Employer, which approval shall not be unreasonably withheld. Notification and requests must be submitted to the Employer at least 6 months in advance of the leave. Mission trips shall be equitably rotated.

Section 6.2 Benefits. While on an unpaid leave of absence, the employee shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. The employee shall accrue seniority subject to the provisions of this Agreement. During such unpaid leaves of absence for medical reasons subject to the FMLA, the employee shall have their health insurance coverage paid by the Hospital for 12 weeks in accordance with the FMLA so long as the employee continues to pay the employee cost share portion of the health insurance as set forth in Article 24 ("Employee Share"). The employee shall be required to pay the Employee Share as of each payroll date during the leave. If the employee fails to timely pay the Employee Share, the medical coverage shall cease subject to the terms of the applicable law. In cases of Workers' Compensation, the cost of medical coverage shall be determined by the workers' compensation carrier. Upon return from any of the leaves described above, employees shall return to their same or equivalent position if available.

Section 6.3 Other Employment. Employees on leave of absence shall not be permitted to accept other employment during such leave. Violators who accept work during otherwise regularly scheduled working hours shall be terminated. All other violators who work while on approved leaves of absence shall be subject to termination.

Section 6.4 Parental Leave

A. Employees who are eligible for Family & Medical Leave policy and who have completed 12 months of employment and just given birth to a child, adopted a child or whose spouse or partner has given birth to a child may take up to four paid weeks per birth or adoption (whether single or multiple

births or adoptions) for Parental Leave, all usable within twelve (12) months after the birth or the arrival of the adoptive child in the home. Any paid parental leave not used by the employee before the end of the 12-month period to which it relates shall be forfeited and may not be accumulated for any subsequent use. Employees may use their vacation/personal/sick days to supplement their paid Parental Leave. Parental leave may also be used to cover time needed to go to doctor's appointments during pregnancy or to arrange an adoption. Parental Leave (four paid weeks) shall not be included as part of FMLA leave nor must employees be required to use other paid leave (personal days or sick leave) as Parental Leave.

B. Parental leave must be used in continuous days during the 12-month period following the birth or adoption, with the exception of doctor's appointments during pregnancy or time used to arrange adoption as outlined in Section A.

C. An employee must give no less than thirty (30) days' notice of the employee's intention to take parental leave, with the

understanding that such notice need not specify an exact start date.

D. An employee is entitled to only one period of parental leave for any qualifying birth/adoption.

E. Paid parental leave under this Article is in addition to any other accrued paid time off to which the employee may be entitled.

F. To be eligible for paid parental leave under this Article, the employee's childcare event must occur on or after January 31, 2023, and the employees must successfully complete their probationary status prior to the occurrence of the childcare event.

G. The child's parents may not take the parental leave at the same time but may take leave at any time within twelve (12) months after the birth or the arrival of the adoptive child in the home.

ARTICLE 7 NO STRIKE OR LOCKOUT

Section 7.1 General. During the term of this Agreement and as it may be extended, no employee or the Union, or its officers, agents, representatives and members, shall in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit down, slow down, cessation, stoppage or picketing (where the object of such picketing is to cause any employee of the Employer to strike, slow down, cease, stop or interrupt his or her work) or otherwise boycott or interfere with the operations of the Employer nor cause an employee of any other employer to strike, slow down, cease providing services to, or interrupt or interfere with the operations of the Employer.

Section 7.2 Picketing. During the term of this Agreement and as it may be extended, the Union and its officers, agents, representatives and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in or sanction any picketing (as defined Article 7.1), strike, sit down, slow down, cessation or stoppage or interruption of work, boycott or interference with the operations on the Employer.

Section 7.3 Work Interruption. In addition to any other liability, remedy or right provided by applicable law or statute, should an employee engage in a strike, sit down, sit in, slow down, cessation, stoppage or interruption of work, boycott or other interference with the

operations of the Employer during the term of this Agreement, the Union, within 24 hours of a request by the Employer, shall:

A. Publicly disavow such action by the employees;

B. Advise the Employer's Human Resources Department in writing that such action by employees has not been called or sanctioned by the Union;

C. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately; and

D. Post notices on the Union's Bulletin Board advising that it disapproves such action, and instructing employees to return to work immediately.

Section 7.4 Lockout. The Employer will not lock out employees during the term of this Agreement or during any extensions thereof.

ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURE

Section 8.1 Grievance Steps. Any grievance which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be resolved in the following manner. Nothing in this Agreement prevents an employee or group of employees, prior to the filing of a written grievance, from informally presenting and resolving any grievance herein.

Step 1 No more than ten (10) work days after the event or events giving rise to the grievance occurred or within ten (10) work days after those events reasonably should have been known, an employee or Union representative may file a written grievance with the Director of Nursing. A meeting involving the affected employee(s) and a Union representative will be held no later than seven (7) days from the receipt of such grievance. The Director of Nursing or her or his designee will provide a written response to the grievance no more than five (5) work days after the Step 1 meeting.

Step 2 If no mutually acceptable conclusion is reached during Step 1 of the grievance procedure, the Union may within ten (10) days of the receipt of the Step 1 grievance response, submit such grievance to the Director of Human Resources or his or her designee. A meeting involving the affected employee(s) and a Union representative

will be held no later than seven (7) days from the receipt of such grievance. The Director of Human Resources or his or her designee will provide a written response to the grievance no more than seven (7) days from the Step 2 meeting.

Section 8.2 Arbitration. A grievance that has not been resolved may, within thirty (30) days of the Step 2 response, be referred by the Union to arbitration by depositing a demand for arbitration by email, facsimile or by United States Mail addressed to the American Arbitration Association ("AAA"), with a copy, by email, facsimile or United States Mail, to the Employer. The arbitration of grievances shall be conducted through the Philadelphia office of the AAA according to its Voluntary Rules of Labor Arbitration. In all cases, the decision of the arbitrator shall be final and binding on the parties and the employee. The arbitrator shall have the authority only to interpret the Agreement and shall have no authority to add to, modify or change any of the substantive provisions herein. The cost and the expense of the arbitrator and the hearing room, if applicable, shall be shared equally by the parties.

Section 8.3 Acquiescence. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence, but the employee or the Union may proceed to the next step.

Section 8.4 Investigation. Subject to staffing and patient care responsibilities, elected or designated Union representatives shall be given reasonable opportunity to investigate and process grievances.

Section 8.5 Disciplinary Interview. When a disciplinary interview is scheduled, an employee shall have the right to have a Union representative present at such a meeting.

Section 8.6 Time Limits. All time limits shall be deemed to be exclusive of Saturdays, Sundays and holidays, and may be extended only by mutual agreement in writing.

Section 8.7 Appeal. Any disposition of a grievance from which no appeal is taken with the time limits specified in

this Article shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 9 ACCESS AND BULLETIN BOARD

Section 9.1 Access. Duly authorized staff representatives of the Union shall, after notification to the Director of Human Resources or her or his designee, have access to the facility covered by this Agreement to assist with compliance with the Agreement. Such access shall be limited to non patient care areas and shall not interfere with the performance of work or disrupt patient care.

Section 9.2 Union Activity. No employee shall engage in any Union activity, including the distribution of literature, which can interfere with patient care or the performance of work during the employee's working time or in patient or working areas at any time at the premises at 840 Walnut Street, Philadelphia, Pennsylvania.

Section 9.3 Location. The Employer shall provide a bulletin board within or adjacent to the nurses' lounge for the purpose of displaying Union related materials.

Section 9.4 Union Orientation. A Staff Representative from PASNAP shall be provided the opportunity to meet with new staff orientees at 11 a.m. on the 3rd Thursday of every month in a designated area at the Hospital. The Hospital shall provide the Union Membership Coordinator and PASNAP Staff Representative, as identified by the Union, the names, units, job titles, shifts, and start date of all newly-hired employees at least one week in advance of the orientation.

ARTICLE 10 PERSONNEL PRACTICES

Section 10.1 File Review. Any employee, 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. Material addressing an individual's performance or conduct shall not be placed in the personnel file without being shown to the individual involved.

Section 10.2 Evaluation Review. Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation.

ARTICLE 11 SENIORITY

Section 11.1 Definition. Seniority shall be defined as the total length of time a full time or part time employee has been employed by the Employer in the bargaining unit since his or her last date of hire. When two or more employees are hired the same day, seniority order shall be defined by the length of time the employee has been licensed or certified or alphabetically by last name if all employees are not required to be licensed or certified. Per Diem employees shall accrue seniority by the total number of hours worked since their last date of hire. An employee's seniority shall commence after the completion of his or her probationary period and shall be retroactive to the start of his or her probationary period.

Section 11.2 Accrual During Leave. Seniority shall accrue during any layoff or authorized leaves of absence with or without pay for up to two (2) years.

Section 11.3 Application. Seniority shall apply to the following: vacation accrual and selection, job bidding, layoff/recall, and in any other scenario specifically addressed in this Agreement. Seniority shall not be applicable to the scheduling of per diem employees, who shall be scheduled pursuant to Article 27. Extra shifts/overtime shall be assigned or distributed equitably, as the case may be, among employees.

Section 11.4 Loss of Seniority. An employee shall have a break in service and lose seniority when he/she:

A. voluntarily terminates his/her position;

B. is absent from work for 3 consecutive work days without adequate notice or permission, which shall be deemed a voluntary quit, provided, however, that the employee shall be excused if the employee submits written proof that it was not physically possible for the employee to provide such notice;

C. is discharged for just cause;

D. is laid off, or remains on Workers' Compensation for a period exceeding two years;

E. fails to report to work in accordance with a notice of recall from layoff within three days of the time specified in such notice, provided, however, that the employee shall be excused from any loss of seniority if the employee submits written proof that it was not physically possible for the employee to return to work in accordance with such notice of recall; and/or

F. exceeds the length, or violates the purpose, of an authorized leave of absence.

Section 11.5 Layoff. In the event of a layoff or downsizing within a classification (i.e., Registered Nurse, OR Tech, SPD Tech, etc.), temporary or probationary employees shall be laid off and then regular full time and part time employees on the basis of seniority, unless employees within the affected classifications volunteer for layoff and such volunteers are acceptable within the discretion of the Hospital.

A. Notice. Full or part-time employees to be laid off shall receive four weeks' notice of any layoff controlled by this Article or two weeks' pay in lieu of notice.

B. Volunteers. Volunteers may be recalled from layoff pursuant to Article 11.6 based on the employee's own seniority.

C. Part Time. In the event that a less senior full time employee is to be laid off in lieu of a more senior part time employee, such part time employee must be willing to assume the additional hours if such are required.

D. Special Skills Exception. An employee who has less seniority than an employee to be laid off may be retained if such employee possesses special training, knowledge or ability that could not be acquired by the more senior employee within a reasonable

amount of time but not to exceed 30 calendar days. In the event the Employer retains a less senior employee pursuant to this Section, the Employer will provide notice explaining the reason to the Union and the affected employee.

E. Per Diem Offering. Laid off employees will be offered per diem status and will have preference for all available work for which they are qualified over per diem employees.

F. A full or part-time employee who is to be laid off may bid for any open position in accordance with Article 12.

Section 11.6 Recall. Subject to the provisions of Article 11.4, recall shall occur in reverse order of layoff on a seniority basis. An employee who declines an offer of recall to a position working the same number of hours as their position at time of layoff shall forfeit further recall rights. An employee who accepts recall to a position working a reduced number of hours or to a unit other than that from which they were laid off shall retain the right of first refusal to such prior position should it become available in the future.

Section 11.7 Probationary Employees. Probationary employees who are laid off have no recall rights.

ARTICLE 12 JOB BIDDING AND TRANSFERS

Section 12.1 Postings. When a vacancy in a designated bargaining unit position occurs, the Employer shall post a notice of such opening through "When I Work" or substantially equivalent electronic system used by the Hospital for no less than 5 work days. The designated bargaining unit positions shall be bid as follows:

- OR Nurse
- Pre-Op/PACU Nurse
- Surgical Technician
- SPD/CPD Coordinator
- Chief CPD/SPD Technician

- Inpatient Nurse
- Weekend (including all classifications)
- Nursing Assistant
- Medications Management Coordinator
- Materials Clerk
- Anesthesia Technician
- Patient Registration Representative
- Lead Patient Registration Representative

Section 12.2 Qualifications. The Employer shall award the position to the most senior bargaining unit employee based on the following qualifications:

- Ability to perform the job.
- Satisfactory work record.
- Approval of the hiring supervisor, which approval shall not be withheld without documented reasons.

Section 12.3 Promotion or Transfer. An employee who is promoted or transferred shall serve ninety (90) days as an evaluation period on the new job. If he or she is removed from the new job during that period, he or she will be returned to his or her former position, if vacant, or to a comparable bargaining unit position without loss of seniority or other benefits previously earned. If no position is open, the employee may, at his or her option, (a) be placed on the recall list or (b) convert to per diem status and have the right of first refusal for their previous, or a comparable, position when such becomes available.

Section 12.4 Position Outside Bargaining Unit. Any employee selected by the Employer for a position outside the bargaining unit may be returned at the employee's or Employer's option within 90 calendar days to his or her former position if vacant or to a comparable bargaining unit position without loss of seniority or other service benefits. If no position is open, then the employee shall be placed on the recall list.

Section 12.5 Vacant/New Positions. Vacant or new bargaining unit positions will not be filled by non bargaining unit candidates until such time as the job has been

posted and there are no qualified bargaining unit candidates who have bid on the position.

Section 12.6 Bidding. An employee who is awarded, after bidding, a position shall not be allowed to bid for any other position for 12 months. Newly hired employees shall not be permitted to bid for any position until they have completed 12 months of service.

Section 12.7 Employer's Rights. Nothing in this Agreement shall limit the Employer's right to hire from the outside.

Section 12.8 Temporary Reassignments. Temporary reassignments will first be distributed to available per diem employees who have the required qualifications, training and competency. If insufficient per diem employees are available, then the required reassignment will be equitably distributed among full-time and part-time personnel based on qualifications, training and competency.

ARTICLE 13 DISCIPLINE FOR JUST CAUSE

Section 13.1 General. No employee shall be disciplined or discharged without just cause. The Employer shall notify the Union in writing within one (1) working day of any suspension or discharge.

Section 13.2 Progressive Discipline. Unless circumstances warrant more severe actions, the Hospital will utilize a system of progressive discipline. Progressive steps may include counselled employee, verbal warning, written warning(s), suspension and discharge.

Section 13.3 Investigatory Suspension. No employees shall be subject to an unpaid investigatory suspension for more than 14 calendar days.

ARTICLE 14 SAVINGS/SEPARABILITY

Section 14.1 General. Should any part of this Agreement or any portion therein contained, be rendered or declared illegal, invalid, or unenforceable by a court of

competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. Should the parties be unable to agree on substitute provisions, the matter shall be referred to arbitration as herein provided. The remaining parts and provisions of the Agreement shall remain in full force and effect.

ARTICLE 15 HEALTH AND SAFETY

Section 15.1 General. The Employer agrees to provide a healthy and safe working environment and abide by all applicable state and federal health and safety laws. Further, the Employer agrees to include the nursing staffing guidelines, and any modifications to such guidelines, as part of Employer Policies and Procedures. The content and adoption of the staffing guidelines are not subject to the grievance and arbitration procedure. The Employer's compliance with the guidelines is subject to the grievance and arbitration procedures.

Section 15.2 Safety Committee. The Hospital agrees that the Union may designate up to three full time or part time bargaining unit members to serve as rotating members on the Hospital Safety Committee, one from each of the following areas: PreOp/PACU; Inpatient; and OR. Each of those designees must be appropriately trained as members of the Safety Committee. The Union will notify the Chair of the Safety Committee and the Director of Nursing within two days after receipt of the monthly meeting Agenda which two designated members will attend the monthly meeting. The Hospital agrees to allow two full-time or part-time bargaining unit members on to attend the Hospital Safety Committee meetings, which generally shall meet once per month as scheduled by the Hospital. The members of the Committee may submit Agenda items within the scope of the Safety Committee's focus to the Chair of the Committee. The final Agenda shall be circulated in advance to the Committee members before the scheduled meeting. Generally, the Safety Committee meetings focus on safety in the workplace and inspection; hazard inspection; and

incident reports and accident investigations, including, but not limited to, for example:

- Best techniques for identifying physical/environmental hazards and accident causes
- Suitable protocols for conducting routine safety inspections throughout work areas
- Understanding elements of employee substance/opioid use awareness and prevention
- Methods for conducting proper incident reporting & accident investigation processes
- Assessment of clinical and non-clinical areas in order to ensure the following:
    - Hallway and egress clearance
    - Emergency exits/lights and fire equipment are properly functioning and are clear of obstructions
    - Floors free of tripping/slipping hazards and appropriate wet-floor signage is present
    - Positive latching on doors and free of obstruction
    - Cleanliness of patient areas and inpatient rooms
    - Assessment of staff knowledge of key policies and procedures (i.e. evacuation procedures, fire response/fire equipment practices, etc.)
- Manager's training on de-escalation techniques and strategies for recognizing behavioral warning signs of violence

The Hospital will prepare and circulate Minutes of the meeting following each meeting. The bargaining unit members shall be paid for the meeting time and the meeting time shall be considered hours worked.
The Safety Committee shall have no authority to circumvent the grievance process or modify the terms of this Agreement, nor shall decisions or recommendations of the Safety Committee supersede the Management Rights set forth in Article 3 of this Agreement.

ARTICLE 16 UNION/MANAGEMENT COMMITTEES

Section 16.1 Joint Union Management and Professional Practice Committee.

A. The Employer and the Union agree to establish a Joint Union Management and Professional Practice Committee for the purpose of discussing and hopefully resolving any workplace issues or problems that either party seeks to raise with the other, and in order to promote professional practice and the highest levels of patient care. This Joint Committee shall review and make recommendations regarding (1) patient care policies and procedures, (2) clinical competencies and certifications for bargaining unit positions, (3) training and orientation programs for bargaining unit positions and (4) staffing. With respect to staffing, the Committee may review the staffing levels and mix necessary to assure satisfactory patient care. This Joint Committee shall have no authority to circumvent the grievance process or modify the terms of this Agreement.

B. The Joint Committee will be comprised of four employees designated by the Union and four representatives of the Employer as determined by the Employer. In addition, the Union Representative assigned by PASNAP may attend the meetings of this Joint Committee.

C. Subject to the procedures set forth in this Article, the Committee shall meet monthly (tentatively at 2 p.m. on the third Thursday but subject to patient and member schedules and staffing shortages). The Union shall propose and submit an appropriate agenda, at least one week in advance of any scheduled meeting, pursuant to the terms of this Article. Both parties may contribute items for the committee agenda limited only by the scope and purpose of the Joint Committee, and topics not listed on the agenda shall not be discussed. If an agenda is not timely distributed, that monthly meeting shall not be held. The Union will prepare minutes for review by the Employer, which shall be posted in the Hospital and which may be distributed to all employees upon agreement by the Union and the Employer. The employee members of the Joint Committee shall be paid by the Employer for the time attending Joint Committee meetings to the extent that they otherwise would have been scheduled to work.

D. The parties agree that the areas of discussion

referenced in this Article, including staffing levels and mix, as well as any related recommendations, are not part of the collective bargaining agreement and any decision or determination on these matters, and the enforcement of any staffing guidelines, are not subject to the grievance and arbitration procedures contained in this Agreement except to the extent otherwise set forth in this Agreement. Further, the Committee does not have authority to enact or implement any guidelines, policies, practices or decisions, and does not otherwise limit the Employer's management rights, nor is the Committee authorized to modify the terms of this Agreement nor to discuss or resolve grievances or other labor issues.

Section 16.2 Call Committee. The Employer and the Union agree to establish a Joint Call Committee beginning July, 2013 for the purpose of discussing and making effective recommendations for the implementation of call; the scheduling, rotation and selection of call assignments; and picking holiday call. The Joint Call Committee shall also review shift times and assignments in order to recommend models and pilot programs to reduce call activation, if possible. Management reserves the right to review all recommendations and pilot programs.
The Joint Call Committee shall have no authority to circumvent the grievance process or modify the terms of this Agreement, nor shall the Joint Call Committee supersede the Management Rights set forth in Article 3 of this Agreement if no agreement can be achieved by the Joint Call Committee as to these issues. The Joint Call Committee shall be comprised of no more than four (4) bargaining unit employees and four (4) management representatives. The Joint Committee shall meet as mutually agreeable to both parties.

ARTICLE 17 JURY DUTY

Section 17.1 General. Employees called for jury duty shall be reimbursed for each regularly scheduled work day served at their straight time hourly pay rate, up to ten (10) scheduled hours per day based upon the employee's regularly scheduled hours of work, for a maximum of ten (10) days, less any compensation paid or received for the jury duty. To be eligible for reimbursement, the employee must

submit a notice signed by an officer of the Court stating the number of days of jury duty served, plus the amount of payment due for jury duty.

ARTICLE 18 BEREAVEMENT LEAVE

Section 18.1 Full Time Employees. In the case of the death of a parent, grandparent, grandchild, spouse or domestic partner, child, stepchild, step parent, brother, sister, mother in law or father in law of an employee, the employee will be granted up to three (3) days leave with pay within two weeks after the date of the death from scheduled work days.

Section 18.2 Part time employees. Part time employees shall be granted up to two (2) days leave with pay for the death of a parent, grandparent, grandchild, spouse or domestic partner, child, stepchild, step parent, brother, sister, mother in law or father in law of an employee within two weeks after the date of the death from scheduled work days.

Section 18.3 Written Verification. Upon request, the employee will provide written verification of the death. Bereavement leave only shall be paid for days upon which an employee is scheduled to work.

Section 18.4 Domestic Partnership. For purposes of this Article, an employee's "domestic partner" is defined as:

A. A person who is at least 18 years old and competent to contract;

B. A person who is not related to the employee by blood in any way which would prohibit marriage in the Commonwealth of Pennsylvania;

C. A person who has no other spouse or domestic partner other than the employee;

D. A person who agrees to share the common necessities of life with the employee and to be responsible with the employee for each other's common welfare; and

E. A person who shares at least one residence with the

employee;

Employees shall notify the Hospital of any change in the status of a domestic partnership.

Section 18.5 Employees may be granted additional unpaid days off for bereavement with Employer's approval.

ARTICLE 19 VACATION/PERSONAL DAYS

Section 19.1 Vacation Accrual.

A. Full-Time Employees. All full-time employees shall accrue annual vacation, following the completion of their probationary period, as follows:

Vacation Amount	Hourly Accrual
10 days	.0384
15 days	.0577
20 days	.0769

To compute vacation earned each year, the following formula shall be applied: HOURLY ACCRUAL x HOURS SCHEDULED ANNUALLY
= ANNUAL VACATION IN HOURS.

Full-time employees shall be eligible for the following annual vacation pursuant to the terms of this Article:

Category of Employee	Upon Hiring	After Third Anniversary of Continuous Hospital Employment
PSRs	2 Weeks	3 Weeks
PSR Leads	2 Weeks	3 Weeks
Nurses	4 Weeks	4 Weeks
All Others	3 Weeks	4 Weeks

B. Part-Time Employees. Part-Time employees, following the completion of the probationary period, shall accrue the above vacation amounts on a pro rata basis based on the average number of hours worked on a regular basis. Per diem employees shall not be eligible for vacations.

C. Usage. All accrued vacation must be used within the employee's anniversary year, provided, however, that an employee, in addition to any accrued vacation, may carry over up to one year's annual accrual past an employee's anniversary date. Vacations only may be scheduled after 90 days of employment and will be pro rated during an employee's initial year of employment.

Section 19.2 Vacation Scheduling.

A. Vacation requests, by eligible full and part time employees (but not including per diem employees), shall be made on a first-come, first serve basis provided, however, that no more than the following number of employees in each of the following classifications may schedule a vacation at the same time except with the express permission of the Employer:

- 2 OR Nurses
- 1 Surgical Technician
- 2 Pre-Op/PACU Nurses
- 1 SPD/CPD Coordinator
- 2 Inpatient Nurses (no more than 1 in the daytime hours of 7:00 a.m. to 7:00 p.m. and no more than 1 in the nighttime hours of 7:00 p.m. to 7:00 a.m.)
- 1 Nursing Assistant
- 1 Medications Management Coordinator
- 1 Materials Clerk

B. Subject to the scheduling limitations in Article 19.2.A., employees who submit their vacation requests

in writing between December 15 and January15 for the vacations to be scheduled between Memorial Day and Labor Day ("Peak Vacation Period") shall be granted vacation based on seniority as defined in Article 11.1 of this Agreement. Vacation requests submitted between December 15 and January 15 pursuant to this Section for vacations during the Peak Vacation Period must be for full one week increments. Vacation requests must be submitted in priority order for all available weeks during the Peak Vacation Period and will be honored in seniority order, that is, the first priority week submitted will be determined for all employees who submit a request in seniority order before scheduling the second priority week submitted, which will then be determined in priority order. Vacation requests for individual days will not be honored for the Peak Vacation Period during the December 15-January 15 scheduling period.

C. All vacation requests shall be approved or denied, in writing or by other electronic recorded means, within 2 weeks of the submission of the request except for requests made in the December 15-January 15 scheduling period for vacations during the Peak Vacation Period. Vacation schedules for the Peak Vacation Period, based on requests made in the December 15-January 15 scheduling period pursuant to Article 19.2.B, shall be posted by February 1 of that year. If the Hospital elects to adopt an electronic recording system for requesting vacation and/or responding to vacation requests, it shall meet with the Union to discuss the changes at least 1 month before implementing such change. The Hospital will train all employees on how to use the new system before implementation.

D. Nothing in Article 19.2 shall be read to prevent the Employer, at its discretion, from granting additional vacation time over the stated maximums should the volume of work enable such additional time off to be taken.

Section 19.3 Vacation Pay. Vacation pay shall be based upon an employee's regular rate of pay at the beginning of the vacation period.

Section 19.4 Personal Days.

A. All regular full and part-time employees shall be eligible and may schedule four (4) personal days per year, pro rated for part-time employees. Upon an employee's twentieth anniversary of continuous employment with the Hospital, the employee will receive one (1) additional personal day per year, pro rated for the part-time employees.

B. Personal days may be used after successfully completing the employee's probationary period. Personal days will be prorated during the employee's initial year of employment through July 1.

C. All personal days must be used before July 1 of each year and may not be carried over into the next fiscal year.

D. Per diem employees shall not be eligible for paid personal days off.

ARTICLE 20 PAID SICK TIME

Section 20.1 General. All regular full-time employees shall accrue, on a monthly basis, paid sick time at 1 day per month or up to 12 days per year, starting after the completion of the employee's probationary period. Part-time employees' days are pro-rated based on the number of hours regularly scheduled. Employees may accumulate up to a maximum of 60 days. Per diem employees are not eligible for paid sick time.

ARTICLE 21 HOLIDAYS

Section 21.1 Paid Holidays. The following holidays are considered paid holidays for full-time and regular part time employees:

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

Holiday pay shall be pro-rated for part-time employees. Holidays which fall on Saturday shall be observed on the preceding Friday and holidays which fall on Sunday shall be observed on the following Monday. The Christmas Day and New Year's Day Holidays for employees in the Inpatient Department assigned to night shift shall be observed on December 24 and December 31, respectively.

Section 21.2 Holiday Pay Eligibility. In order to be eligible for holiday pay, the employee must work all scheduled hours on the employee's last scheduled shift before the holiday, and the employee's first scheduled shift after the holiday, provided that if the shift before or after the holiday is not worked due to an FMLA certified reason or due to an emergency room visit that is covered for payment by the employee's health care insurer ("covered ER visit"), then the employee shall be required to have worked all scheduled hours on the last scheduled shift before the FMLA day off or the covered ER visit and/or all scheduled hours on the first scheduled shift after the FMLA day off and the covered ER visit. Proof of the ER visit and coverage shall be required.
Otherwise, the employee shall forfeit the holiday pay and any related premium.

Section 21.3 Per Diem. Per diem employees shall not be eligible for paid holidays.

Section 21.4 Work On Holidays.

A. If an employee is required to work on a paid holiday, the employee shall be paid time and one-half for all hours actually worked on the holiday, but not including "on-call hours" under Article 23.2.A. In the event an employee is scheduled to work on a holiday, the employee shall receive an additional day off to be used within forty-five (45) days of the holiday. If a requested day off, within forty-five (45) days is denied, the employee will have an additional thirty (30) days to take the holiday before forfeiture.

B. Recognizing that the Employer works every day of the year and that it is not possible for all employees to be off on the same day, the Employer shall have the right, to require any employee to work on any of the holidays specified. However, the Employer will distribute holidays off on an

equitable basis.

ARTICLE 22 PENSION/403(B)

Section 22.1 General. All regular full and part-time employees shall be covered by the Wills Eye Hospital 403(b) Retirement Plan ("Plan") or a comparable plan. In each year of this Agreement, the Employer shall contribute the same percentage amount as contributed for all other participating employees whether or not part of the bargaining unit, but not less than 2.5% per year, into such employees' Plan accounts pursuant to the terms of the Plan. This provision shall not apply to per diem employees. The vesting period shall be three (3) years.

ARTICLE 23 WAGES

Section 23.1 Hourly Wage Rates. Effective the payroll week following January 31, 2023, the hourly wages paid to the employees are set forth in Exhibit "A" to this Agreement. Except as set forth in this Agreement, no employee shall be paid any wage, bonus or benefit without disclosure to and the consent of the Union.

Section 23.2 On-Call.

A. Call Requirements.

1. The following number of employees in each of the following classifications may be used for call response during each on-call period:

- 1 OR Nurses
- 1 Surgical Technician
- 2 Pre-Op/PACU Nurses

Nothing set forth in this Article shall prevent the use of employees otherwise assigned to work to be used to reduce the call requirements subject to patient needs and safety.

2. The "on-call hours" for personnel designated in Article 23.2.A.1 shall be (1) Monday

through Friday from 7:00 PM until 11:00 PM; (ii) Saturday from 8:00 AM until 6:00 PM and
(iii) Sunday or holidays designated under Article 21 of this Agreement (which shall include the actual day of the holiday and the day the holiday is observed) from 8:00 AM to 4:00 PM. Despite the stated on-call hours, the designated on-call employees shall be required to complete active surgical procedures in progress through discharge from PACU. Any employee in any department who is working on call and who works beyond the employee's scheduled on-call hours shall be paid double time for all hours worked during that on-call shift, plus any allowed Sleep Time under Article 23.2.G. There shall be no pyramiding of overtime and additional premium compensation under this Article.

3. On-Call

a. Weekend SPD/CPD Surgical Coordinators. Employees hired for work as Weekend SPD/CPD Surgical Coordinators shall not be subject to the call provisions in this Article but shall be required to work on Saturday and/or Sunday as needed. In such circumstances, a Weekend SPD/CPD Surgical Coordinator shall be called in by the Hospital on an alternating weekend basis if there is more than one designated Weekend SPD/CPD Surgical Coordinator. Further, the Weekend SPD/CPD Surgical Coordinator required to work on alternating weekend days shall not be eligible for on-call pay for those days but shall be paid at the employee's overtime rate.

b. SPD/CPD Surgical Coordinator Call. Regular SPD/CPD staff members shall be required to be scheduled for call on Saturdays, Sundays and holidays at times designated in Article 23,2.A.2 of this Agreement on an alternating basis if Weekend SPD/CPD Surgical Coordinators are not available for any reason. Any regular SPD/CPD staff member called in to work on a Saturday, Sunday or holiday shall be paid a minimum of 4 hours at time-and-a-half rate. Further, any regular SPD/CPD staff member who is scheduled for call for Saturday, Sunday or holiday hours shall also be paid on-call pay for those days if not called in to work on the same basis as otherwise set forth in this Article.

The remaining provisions of this Article, not inconsistent with this Section, are incorporated by reference.

4. Nothing contained in this Article prevents the Hospital from scheduling on-call procedures at any time during the day and advising the employees required for call of the need to work during any or all of the scheduled hours.

5. On-call obligations shall not be required for hours between 11:00 p.m. and 7:00 a.m. on any day. There shall be no elective cases performed during the on-call hours on Saturdays, Sundays or holidays.

6. Employees will not be scheduled for "call" on a regularly scheduled weekday when the employee has off.

7. Weekend call will consist of a Saturday and Sunday, which shall not be split unless the employee requests that the weekend call be split.

8. Employees may "trade" assigned call shifts with other similarly skilled personnel provided that both employees notify the Employer and receive approval before the start of

the call shift. The parties agree that the Employer has the sole and exclusive discretion to reject any requested trade and that decision shall not be subject to the grievance procedure. The employee who has accepted the trade and been approved by the Employer must complete the call shift or obtain another suitable replacement, subject to the requirements set forth in this Section.

B. On-call pay shall apply to all hours an employee is actually assigned to "on-call" duty as well as time spent traveling to the Employer. When on-call, the employee must be available immediately by beeper or phone contact from the Employer, shall answer when called, and shall come in to the Employer immediately when called in. "On-call" employees are expected to be able to respond to a call and be on duty within one (1) hour after a call is received. It is the responsibility of the

employee to have the employee's current telephone number on file in Human Resources and with their Supervisor. On call pay shall cease when the employee clocks in. Regular pay (versus on-call pay) begins when the employee clocks in and ceases when the employee clocks out.

C. When called-in to work while "on-call," the employee will be paid time and one-half the employee's regular rate of pay for all hours worked from call, with a minimum of four (4) hours' work or pay, whichever is greater, at the time and one-half rate, provided, however, that an employee who has worked an on-call shift on Saturday and is called back prior to the end of the Saturday call hours set forth in Section 23.2.A.2 for additional cases shall be paid double time for the hours required to complete the additional call only (including the four hour minimum for such additional call). The four-hour minimum will apply only when an employee has "clocked out" from their shift. Time spent in an "on-call" status at the end or beginning of one's regularly scheduled shift is not eligible for the minimum four (4) hour payment. Employees assigned for "on-call," during the hours specified in Section 23.2.A., shall be paid the "on-call" rate for all hours "on-call." Employees will not be paid the "on-call" rate for worked hours paid at time and one-half. An "on-call" employee called in to work from home on a holiday in which the employee is scheduled off, will be compensated at double-time with a four (4)-hour minimum.

D. The Employer will schedule employees for "on-call" assignments equitably and maintain records of all on-call assignments.

E. Employees shall be paid an "on-call" rate of $5.00 per hour while on call during the hours specified in Article 23.2.A. and not called into work. The holiday "on-call" rate shall be double the regular on-call rate.

F. Employees shall be provided complimentary on-premises parking if required to report for work during any "on-call" hours pursuant to the Employer's established policy.

G. Sleep Time. Employees who are called in and required to work between the hours of 9 p.m. and 6.a.m.

shall not be required to report for the employee's next regular shift until ten (10) hours after the employee has clocked out from actual "on-call" work ("sleep time"). Employees who are called in and required to work past 12 a.m. shall not be required to report for the employee's next contiguous shift, if any, which hours shall be deemed "sleep time." The employee shall be paid for "sleep time" hours, that is, the time from the regular start of the employee's next contiguous shift until required to report to work, at the employee's regular rate of pay. "Sleep time" hours shall not count as hours worked or toward the calculation of overtime pay under this Agreement or law.

H. On-Call Shifts.

1. Standard On Call – The maximum standard on call shift obligations for full-time and part-time employees assigned within any six week period, as necessary, is as follows:

a. Weekday = 3 shifts

b. Weekends = 2 shifts

2. Extra On Call Amounts. If required, extra on-call shift obligations may be increased, voluntarily or otherwise, within any six week period by the following

a. Weekday = 2 shifts

b. Weekends = 2 shifts

Employees who actually report to the Hospital for, and work, on-call shifts in excess of the standard on call shifts due to staffing vacancies shall be paid double the employee's regular rate of pay as set forth in

Exhibit "A" for hours actually worked, notwithstanding the rate set forth in Article 23.2.C of this Agreement, provided that the additional shifts are not required due to workers' compensation leave, family and medical leave or short term and long term medical leave. This does not apply to the on-call rate in Article 23.2.E, which shall not be increased for extra on-call shifts.

3. The total of all on-call shifts in any calendar year for any employee, not including on-call shifts which the employee voluntarily accepted, without regard to Article 23.2.H.2, is as follows:

a. Weekday = 32 shifts

b. Weekends = 22 shifts

Section 23.3 Night Coverage Differential.

A. Employees required to work after 7:00 p.m., including for hours actually worked while on-call, shall receive a premium of $4.50/hour for each hour worked during that shift.

B. For employees regularly assigned to the night shift (7 p.m. – 7 a.m.), the night coverage differential is added to the employee's base rate and is included in paid time off and overtime calculations; otherwise the Night Coverage Differential shall be paid after the calculation of overtime and other premiums.

C. 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 vacation pay, personal day pay, paid sick time and holiday pay.

Section 23.4 Preceptor Premium. A Preceptor is an experienced/qualified employee who serves as a clinical role model and resource person to a newly-hired or newly- transferred employee during orientation. Employees who are assigned by the Employer as Preceptors will receive a premium of two dollars and fifty cents ($2.50) per hour while serving as a preceptor. Opportunities to precept shall be equitably rotated among those employees with appropriate experience/qualifications as determined in the sole discretion of the Employer.

ARTICLE 24 HEALTH INSURANCE

Section 24.1 Health Insurance Program.

A. General. The Employer shall continue to provide health insurance through Independence Administrators - Core Plan - Base Plan 1 (Primary $20/Specialist $40) as set forth in the 2017-2020 collective bargaining agreement, or the equivalent, for all regular full and part-time employees. Beginning with the first open-enrollment period after February 1, 2026, all regular full and part-time employees may elect the alternative High-Deductible Plan which is available to employees of the Employer who are not members of the bargaining unit, or the equivalent.

B. Pharmaceuticals. The Employer also shall continue to provide pharmaceutical coverage through VytlOne or a successor pharmacy benefit manager, with single deductible of $250 and family deductible of $500, and retail coinsurance of 10% (Tier 1/Generic), 20% after deductible (Tier 2/Preferred Brand) and 40% after deductible (Tier 3/Non-Preferred Brand); mail order co-pays (90 day supply) of $5 (Tier 1/Generic), $35 after deductible (Tier 2/Preferred Brand) and $75 after deductible (Tier 3/Non-Preferred); and Specialty Drug co-pay of $75 after deductible, or the equivalent, for all regular full and part-time employees.

C. The Employer also shall maintain dental insurance through Delta Dental, and eye care through the Employer, or their equivalents, at current benefit levels.

D. Per diem employees shall not be eligible for any coverage.

E. Deductions for Independence Administrators – Core Plan – Base Plan 1. Bi-weekly employee payroll deductions for Medical, Dental, Prescription and Eye Care plans specified in Article 24.1.A.-C. shall continue to be as follows:

Family		Employee + Spouse		Employee + Children		Employee + Child		Employee Only

$333		$276		$244		$201		$139

F. Deductions for High-Deductible Plan. There shall be no payroll deduction for Employee Only coverage under the High-Deductible Plan specified in Article 24.1.A.-C. for the duration of this agreement. Bi-weekly employee payroll deductions for the other coverages (Family, Employee + Spouse, Employee + Children, Employee + Child) under the High-Deductible Plan specified in Article 24.1.A.-C. shall be the same as those applicable to employees of the Employer who are not members of the bargaining unit for the period of July 1, 2026, through June 30, 2027, and thereafter any increases shall be subject to the provisions of Article 24.1.G.

G. Deduction Increases. Effective each July 1 during this Agreement, the Employer may increase the amount of the employee payroll deductions set forth in Section 24.1.E and 24.1.F by an amount equal to the increase applied to the deductions for all other employees of the Employer whether or not part of the bargaining unit, provided, however, in no event shall any such increase be more than 4.5% of the employee's then existing bi-weekly payroll deduction amount.

Section 24.2 Opting Out of Coverage.

A. Upon providing the appropriate documentation of other medical coverage, employees may opt out of the health insurance plan and receive the following bi-weekly payments on a post-tax basis:

Single		Employee Child		Employee/ Children		Employee/ Spouse		Family
$15		$20		$25		$67		$74

Section 24.3 Opting Down.

A. Those otherwise eligible for additional coverage for families, spouses or children may "opt down" in their coverage and receive the following bi-weekly payments on

a post-tax basis:

If Opt-Down to	Family	Employee/ Spouse	Employee/ Children	Employee/ Child
Employee/Child	$15			
Employee/Children	$20			
Employee only	$47	$41	$33	$27

B. If an employee's spouse has health insurance coverage available through his or her employer, the employee's spouse will no longer be eligible for health insurance coverage through the Employer provided, however, that the employee in such circumstances will be eligible for the applicable "opt down" payments. If the employee's spouse is not employed or the employee's spouse's employer does not offer health insurance, the employee's spouse remains eligible for coverage through the Employer, but the employee will have to sign a certification confirming that. This provision shall not apply to employees as of January 31, 2017 who have existing spousal coverage so long as they maintain such coverage. If such employees elect to change such coverage and opt out of spousal coverage, they no longer shall be grandfathered.

Section 24.4 Life, Disability and Other Insurance.

A. Life/Long-Term Disability. The Employer shall continue to provide life insurance ($50,000) and long-term disability insurance at current levels for the duration of the Agreement.

B. Additional Coverage. The Employer shall make available to the employees, at the employees' option and cost, additional life insurance up to an additional $50,000 of coverage, and cancer policy supplemental insurance, to the extent available, on a pre-tax basis.

C. Short-Term Disability. The Employer shall provide all regular full and part-time employees with short-term disability insurance, which shall provide benefits in the amount of 60% of the employee's weekly wages, beginning on

the 14th calendar day of a

continuous disability due to sickness or accident, and continuing for a maximum of 90 days; provided that eligible employees shall pay (50%) of the premium through payroll deductions.

ARTICLE 25 CONTINUING EDUCATION AND TUITION REIMBURSEMENT

Section 25.1 General.

A. Requirements. The Employer shall provide employees with reasonable opportunities to satisfy any courses or continuing professional education that is required for continued employment, such as ACLS, BLS, PALS and Pennsylvania CEU credits, at no charge to the employees, during regular working hours. The Employer shall pay for external educational requirements in advance, provided that the employee gives at least 30 days written notice and the Employer, in its reasonable discretion, determines that internal educational opportunities are not sufficient to meet any requirements.

B. Other. Employees also may request excused time off to attend other job specific conferences, seminars and workshops to further professional growth and development, which shall be granted at the discretion of the Employer, which shall not be unreasonably denied, given the Employer's scheduling and patient care requirements. The Employer will make every effort to accommodate requests of employees for up to two (2) days off per year, without pay, to attend such continuing education events.

C. Dedicated Funds. Nothing contained in this Article shall limit or affect any bargaining unit employee's right to apply for, or be granted use of, any funds dedicated or available for the use of employees of the Employer, nor shall such use limit the monies available under Article 25.2.

Section 25.2 Fees/Conference Materials. Up to $5,000 per fiscal year for the entire bargaining unit shall be made available for the payment of fees and conference materials for approved continuing education events described

in Article 25.1.B. Such funds shall be distributed equitably and may not be used for any travel, meal or hotel related costs.

Section 25.3 Reimbursement. Full-time employees will be entitled to reimbursement of $7,000 per calendar year for tuition for courses completed or for obtaining the certifications set forth in Exhibit "A," Paragraph 13 in the same calendar year, provided, as to courses (and not covered by Sections 25.1 or 25.2), the course is job related and approved by their immediate supervisor. Part-time employees will be entitled to reimbursement of $3,500 per calendar year for tuition for courses completed or for obtaining the certifications set forth in Exhibit "A," Paragraph 13 in the same calendar year, provided, as to courses (and not covered by Sections 25.1 or 25.2), the course is job related and approved by their immediate supervisor. Upon receipt of proof of registration and cost of course or courses, the Hospital will pay the educational institution directly or reimburse the employee the tuition up to the amount of the annual entitlement. Employees must provide the Hospital with a copy of the employee's official transcript within 30 days of the completion of the approved course. Further, at the time of the employee's application for such tuition reimbursement or tuition payment by the Hospital for courses of study at accredited or recognized educational institutions or at other similar academic schools or technical institutes, the employee must sign an agreement acknowledging that, if the employee fails to complete the course or courses of study with a C grade or better, the employee will have 30 days from the end of the course or courses to fully refund the paid or advanced tuition to the Hospital or the employee will further agree that the amount of the paid or advanced tuition can be deducted from the employee's pay through payroll deduction over the next year. It is further agreed that the employee who receives tuition reimbursement on employee's behalf shall remain employed at the Hospital for one year from the date of the completion of the course or courses or the employee shall be required, and shall agree as part of the request for tuition payment, to reimburse the Hospital for any monies paid by the Hospital for tuition or related charges within the prior calendar year.

ARTICLE 26 NON-DISCRIMINATION

Section 26.1 General. The Employer and the Union shall not discriminate or harass employees in violation of any federal, state or local law. The Employer's policies on non-discrimination and anti-harassment shall be followed by all applicable personnel, including employees.

ARTICLE 27 PER DIEMS

Section 27.1 General. Per diem employees shall be considered regular part time employees within the meaning of Article 1 of this Agreement defining the scope of Union recognition. Seniority for per diem employees shall be determined by the total number of hours worked since the per diem employee's last date of hire. Per diem work opportunities shall be distributed at the discretion of the Employer, which shall not be exercised unreasonably.

Section 27.2 Requirements. An employee is eligible to work as a per diem employee if they meet the minimum standards for the position as established and determined by the Employer. Per diem employees must complete all mandatory courses and maintain all required background clearances, certifications and licensure, as determined by the Employer, and submit proof of certification and/or licensure to the Employer in a timely matter upon request. Failure to comply with these requirements may result in discipline up to and including termination.

Section 27.3 Availability for Work

A. Per diem employees will confirm their availability to work in accordance with the Employer's policy to their department manager for each scheduling period prior to the posting of the preliminary schedule pursuant to Article 4.3.

B. To qualify and be eligible to work as a per diem employee under this Agreement, per diem employees are required to either (1) be available to work a total of no less than sixteen (16) hours within every two (2) consecutive schedule periods, or (2) actually work a total of no less than sixteen (16) hours within every two (2) consecutive schedule periods.

C. A per diem employee who fails to meet the requirements of subparagraph B will be given a written warning. If the same employee fails to meet the requirements of

subparagraph B again within twelve (12) months following the warning, the per diem will be considered a voluntary resignation.

D. If a per diem employee is in school, they may discuss alternate arrangements to subparagraph B in order to maintain their status.

E. A per diem employee who works exclusively in the Inpatient Department is required to either (1) be available to work one (1) full day holiday per year or (2) actually work at least one (1) full day holiday per year.

F. A per diem employee who works exclusively in the Inpatient Department and fails to meet the requirements of subparagraph E shall be considered a voluntary resignation.

G. Per diem employees nay 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 count toward meeting the requirements of this Article.

ARTICLE 28 SUCCESSORSHIP

In order to ensure continuity of care and stability of services, Wills Eye Hospital shall provide the union with ninety (90) days' notice of any potential sale or merger. Upon giving such notice, Wills Eye Hospital shall meet with the union to present its plans and receive feedback regarding its plans and the potential impact on the community.

In order to further ensure stability and continuity of care, Wills Eye Hospital shall require as a condition of any merger or sale of the Hospital that the prospective acquirer or merging entity make a written commitment to recognize the Union and assume its contract. Wills Eye Hospital agrees that no sale or merger may proceed without such written guarantees.

ARTICLE 29 DURATION

Section 29.1 General. This Agreement, as amended, shall be in full force and effect from February 1, 2026 and shall remain in effect until and including January 31, 2029, and shall continue in full force and effect from year to year thereafter unless and until either of the parties hereto shall give the other part notice in accordance with the applicable law, but in no event less than 60 days written notice by certified mail, return receipt requested, prior to the end of the term in 2029 or 60 days' notice prior to the end of any subsequent year, of an intention to terminate the contract at the end of the term or at the end of the then current year.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents as of the day and year first above written.

Section 29.1 General. This Agreement, as amended, shall be in full force and effect from February 1, 2026 and shall remain in effect until and including January 31, 2029 and shall continue in full force and effect from year to year thereafter unless and until either of the parties hereto shall give the other part notice in accordance with the applicable law, but in no event less than 60 days written notice by certified mail, return receipt requested, prior to the end of the term in 2029 or 60 days' notice prior to the end of any subsequent year, of an intention to terminate the contract at the end of the term or at the end of the then current year.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents as of the day and year first above written.

FOR THE EMPLOYER: FOR THE UNION:

Cindi Farano, Chief HR Officer

Anne Wagner, President

Sean Koger, Chief Nursing Officer

Yvette Burch, Grievance Chair

EXHIBIT "A" - WAGE RATES

Wages. Hourly wage rates for all bargaining unit positions during the term of the contract are set forth in the Wage Scale

1. (a) Full-Time and Part-Time Nurses. Full time and regular part time Registered Nurses shall be paid hourly wages based upon their years of licensure as a Registered Nurse, as follows:

RN Wage Scale			
Licensure Date	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Graduate nurse	$44.64	$45.98	$47.40
Licensure Date (0-3)	$50.55	$52.07	$53.68
After 3rd Anniversary (3-6)	$52.07	$53.64	$55.30
After 6th Anniversary (6-9)	$52.57	$54.14	$55.82
After 9th Anniversary (9-12)	$52.89	$54.47	$56.16
After 12th Anniversary (12-16)	$53.42	$55.02	$56.73
After 16th Anniversary (16-20)	$53.89	$55.51	$57.23

After 20th Anniversary (20-25)	$54.40	$56.03	$57.77
After 25th Anniversary (25-30)	$55.11	$56.76	$58.52
After 30th Anniversary (30+)	$55.64	$57.31	$59.09

*NOTE: Employees will only progress on the scale, and thus wage rates will only change, effective on the payroll dates listed, without regard to the anniversary date of licensure.

(b) Graduate Nurses. Graduate Nurses must hold valid temporary practice permits issued by the Board of Nursing. The Graduate Nurse rate will be increased to the wage rate for Full-Time Nurses at Licensure Date on the wage scale as of the payroll week following the Graduate Nurse's receipt and presentation of a nursing license. If the Graduate Nurse's temporary practice permit expires before the Graduate Nurse successfully obtains and presents a license as a Registered Nurse, the Graduate Nurse's employment will be terminated. A Graduate Nurse's employment may not exceed six (6) months at the Hospital without presentation of a license as a Registered Nurse.

Graduate Nurses and recent graduates who may be hired by the Hospital even if licensed as Registered Nurses will be provided an orientation period as determined to be appropriate by the Hospital for each nurse during which each Graduate Nurse or graduate may be trained in various ophthalmology subspecialty areas. This orientation period shall be no less than four (4) months. Each nurse remains subject to all terms and conditions of the CBA, including the probationary period set forth in Article 5.

2. Per Diem Nurses. Per-Diem Registered Nurses shall be paid hourly wages as follows:

Per Diem RN Scale			
	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Per Diem RN	$57.09	$58.80	$60.62

3. Full-Time and Part-Time SPD/CPD Surgical Coordinator[1] - Full time and regular part time SPD/CPD Surgical Coordinators shall be paid hourly wages as follows:

4.

SPD/CPD Surgical Coordinator			
Anniversary Date	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Anniversary Date (0-6)	$34.11	$35.13	$36.22
After 6th Anniversary (6-9)	$35.08	$36.13	$37.25
After 9th Anniversary (9+)	$35.59	$36.65	$37.79

Per Diem SPD/CPD Surgical Coordinators - Per Diem SPD/CPD

Surgical Coordinators shall be paid hourly wages as follows:

Per Diem SPD/CPD Surgical Coordinator			
	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Per Diem SPD/CPD Surgical Coordinator	$36.37	$37.46	$38.62

[1] Employees only progress to the next level of experience level, and wage rates will only change, effective on the payroll dates listed, without regard to the anniversary date of experience. This note applies to all employee categories and not just Surgical Coordinators.

5. Chief CPD/SPD Technician - The Chief CPD/SPD Technician shall perform all of the duties and requirements of the CPD/SPD Surgical Coordinator, and as reflected by the Position Description. This position requires certification in sterile processing. The Chief CPD/SPD Technician shall be paid hourly wages as follows:

Chief CPD/SPD Technician			
Anniversary Date	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Anniversary Date (0-6)	$36.53	$37.63	$38.79
After 6th Anniversary (6-9)	$37.58	$38.71	$39.91
After 9th Anniversary (9+)	$38.13	$39.27	$40.49

6. Senior SPD/CPD Surgical Coordinator - If designated by the Hospital as a Senior SPD/CPD Surgical Coordinator, who shall be certified in sterile processing, the employee shall be paid a premium of **$1.25** per hour effective upon ratification of the Agreement in addition to the rates set forth in this Exhibit.

7. Full-Time and Part-Time Surgical Technicians - Full time and regular part time Surgical Technicians shall be paid hourly wages as follows

Surgical Technician			
Anniversary Date	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Anniversary Date (0-6)	$32.63	$33.61	$34.66
After 6th Anniversary (6-9)	$33.58	$34.59	$35.66
After 9th Anniversary (9-12)	$34.05	$35.08	$36.16
After 12th (12+)	$35.08	$36.13	$37.25

8. Per Diem Surgical Technicians - Per Diem Surgical Technicians shall be paid hourly wages as follows:

Per Diem Surgical Technician			
	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Per Diem Surgical Technician	$36.38	$37.47	$38.63

9. Nursing Assistant

(a) Full time and regular part time

Nursing Assistants shall be paid hourly wages as follows:

Nursing Assistant			
Anniversary Date	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Anniversary Date (0-6)	$23.12	$23.81	$24.55
After 6th Anniversary (6-9)	$23.76	$24.47	$25.23
After 9th Anniversary (9+)	$24.10	$24.82	$25.59

(b) Per Diem Nursing Assistants shall be paid hourly wages as follows:

Per Diem Nursing Assistant			
	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Per Diem Nursing Assistant	$27.02	$27.83	$28.69

(c) Full time and regular part time Nursing Assistants who are Certified Nursing Assistants (“CNA”) and also certified as a phlebotomist shall be paid hourly wages as follows:

CNA/Phleb			
Anniversary Date	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Anniversary Date (0-6)	$24.29	$25.02	$25.80
After 6th Anniversary (6-9)	$24.98	$25.73	$26.53
After 9th Anniversary (9+)	$25.33	$26.09	$26.90

Per Diem CNA/Phleb			
	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Per Diem CNA/Phleb	$27.02	$27.83	$28.69

10. Medications Management Coordinator - Full-time Medications Management Coordinator shall be paid the following hourly rates through the term of this Agreement depending on the qualifications held by this employee but with minimum 2 years' experience as a Pharmacy Technician:

Medication Management Coordinator			
Anniversary Date	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Anniversary Date (0-6)	$32.03	$32.99	$34.01
After 6th Anniversary (6-9)	$32.94	$33.93	$34.98
After 9th Anniversary (9+)	$33.42	$34.42	$35.49

11. Materials Clerk - Full-time Materials Clerk shall be paid the following hourly rates through the term of this Agreement:

Materials Clerk			
Anniversary Date	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027*	Effective the first full pay period in February 2028 *
Anniversary Date (0-6)	$24.34	$25.07	$25.85
After 6th Anniversary (6-9)	$25.03	$25.78	$26.58
After 9th Anniversary (9+)	$25.38	$26.14	$26.96

12. Per Diem Materials Clerks shall be paid hourly wages

as follows:

Per Diem Materials Clerk			
	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Per Diem Materials Clerk	$27.01	$27.82	$28.68

13. Patient Service Representatives shall be paid hourly wages as follows:

    a. Full-Time/ Part-Time

Patient Service Representative			
Years of Experience	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
0-6	$21.14	$21.77	$22.45
6 to 9	$21.75	$22.40	$23.09
9+	$22.06	$22.72	$23.42

    b. Per Diem

Per Diem Patient Service Representative			
	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
Per Diem Patient Registration Representative	$22.25	$22.92	$23.63

14. Lead Patient Service Representative

Lead Patient Registration Representative			
Years of Experience	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027 *	Effective the first full pay period in February 2028 *
0-6	$25.88	$26.66	$27.48
6 to 9	$26.62	$27.42	$28.27
9+	$27.00	$27.81	$28.68

15. Anesthesia Technician

Anesthesia Technician			
Years of Experience	Effective the first full pay period in February 2026 *	Effective first full pay period in February 2027*	Effective the first full pay period in February 2028 *
0-6	$32.35	$33.32	$34.35
6 to 9	$33.15	$34.14	$35.20
9+	$33.62	$34.63	$35.70

16. Certification Bonuses - The Employer will pay a $250 certification bonus to full or part-time employees who are certified by recognized and qualified programs, and on each required renewal date, as follows:

a. Certified Nurse Operation Room [CNOR]

b. Certified Surgical Technologist [CST]

c. Certified Post-Anesthesia Nurse [CPAN]

d. Critical Care Registered Nurse [CCRN]

e. National Certification Board for Ophthalmic RN [NCBORN]

f. American Association of Medical Assistants [AAMA] or equivalent

g. Certified Pediatric Nurse [CPN]

h. Respirator Fit Testing (N95) Train the Trainer

i. Medical Interpreter Certification

17. Transfers to Flexible Positions.

a. Nurses who transfer from an existing position designated in Article 4.2.A.-C. to a "Flexible Position" shall be paid a bonus of $5,000, payable as follows: $2,500 at time of transfer; $1,250 payable after 6 months; and a final payment of $1,250 payable after one year.

b. Surgical Technicians who transfer from an existing position designated in Article 4.2.A.-C. to a "Flexible Position" shall be paid a bonus of $3,000, payable as follows: $1,500 at time of transfer; $750 payable after 6 months; and a final payment of $750 payable after one year.