COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JEFFERSON EINSTEIN PHILADELPHIA HOSPITAL

AND
EINSTEIN NURSES UNITED/ PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS (PASNAP)

June 26, 2026 – April 30, 2029

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ARTICLE 1
RECOGNITION

The Hospital recognizes the Union as the sole and exclusive bargaining agent for all full-time, regular part-time and per diem Registered Nurses and Nurse Practitioners employed by Jefferson Einstein Philadelphia Hospital at its acute-care hospital (sometimes referred to as "Einstein" or "the Hospital") located at 5501 Old York Road, Philadelphia, Pennsylvania, as certified by the National Labor Relations Board on July 11, 2016 at 04-RC-170989.

Excluded from the bargaining unit are all other employees of the Hospital, including Managers, Clinical Managers, Nurse Managers, Practice Managers, Clinical Directors, Regional Practice Administrators, Certified Registered Nurse Anesthetists ("CRNAs") and all other employees, guards and supervisors as defined in the National Labor Relations Act as amended. Regardless of their degree of operational affinity with bargaining unit employees (as defined in Section 1.1), the bargaining unit excludes Registered Nurses and Nurse Practitioners employed at or within the following entities, facilities or organizational units: Einstein Physician Practice Plan, Inc., Einstein Community Health Associates, AEMC Acute (Long Term Structured Residence at Germantown), AEHN Willowcrest and AEHN Moss Rehab.

1.1 Definitions

(a) Hospital. Whenever the word "Einstein" or "Hospital" is used in this Agreement, it shall be deemed to refer synonymously to Jefferson Einstein Philadelphia Hospital's acute-care hospital facility located at 5501 Old York Road, Philadelphia, Pennsylvania.

(b) Employee. Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Section 1.

(c) Nurse. Whenever the term "Nurse" is used in this Agreement it shall mean a Registered Nurse, Graduate Nurse or Nurse Practitioner who is employed by the Hospital in a position included in the bargaining unit as defined in Section 1. Unless otherwise specified the term "Nurse" shall refer only to an employee who qualifies as a Full Time Nurse, Regular Part Time Nurse or Per Diem Nurse as defined by this Agreement but shall not include any Nurse working on a casual basis.

(d) Full Time Nurse. Whenever the term "Full Time Nurse" is used in this Agreement it shall mean a Nurse as covered by this Agreement who is scheduled for and working 64 to 80 hours per pay period consistently throughout the course of the year.

(e) Part Time Nurse. Whenever the term "Part Time Nurse" is used in this Agreement it shall mean a Nurse scheduled for and working 40 to 63

hours per pay period consistently throughout the course of the year. Part Time Nurses are eligible for fringe benefits under this Agreement only to the extent expressly provided for in this Agreement and subject to the Nurse satisfying all of the qualifications therefore.

(f) Per Diem Nurse. Whenever the term "Per Diem Nurse" is used in this Agreement it shall mean a Nurse hired to work one of the tiers set forth in the Tiered Per Diem Compensation System, or hired according to a prior Per Diem agreement. Per Diem Nurses are eligible for fringe benefits under this Agreement only to the extent expressly provided for in this Agreement and subject to the Nurse satisfying all of the qualifications therefore.

(g) Temporary Nurse. Whenever the term "Temporary Nurse" is used in this Agreement it shall mean a Nurse who is hired by the Hospital, for a period not to exceed twelve (12) months; under unusual, emergency or extraordinary circumstances (e.g., a pandemic or health care crisis of a similar nature); and not as a substitute for or to avoid hiring into the bargaining unit covered by this Agreement or for the provision of nursing care by the Hospital under normal operating circumstances. A Temporary Nurse shall not accumulate seniority and is not covered by or subject to the terms of this Agreement. If a Temporary Nurse is hired for a Nurse position covered by this Agreement while working as a Temporary Nurse, seniority shall be calculated based only upon hours worked as a Nurse covered by this Agreement, but hours worked as a Temporary Nurse may be credited towards fulfillment of the Introductory Period. The term "Temporary Nurse" does not include Nurses Practitioners employed by a staffing agency and assigned to work at Jefferson Einstein Philadelphia Hospital, however characterized.

(h) Nurse Externs. Whenever the term "Nurse Extern" is used in this Agreement it shall mean a nursing student assigned to the Hospital, who has not yet completed the educational requirements to become a Registered Nurse and who is not yet licensed as such. If a Nurse Extern thereafter becomes a Registered Nurse covered by this Agreement, prior service as a Nurse Extern shall not be credited toward fulfillment of the Probationary Period but shall be counted in the calculation of Hospital seniority under Article 6 of this Agreement as long as such time of service is contiguous. A Nurse Extern shall not be covered by or be subject to the terms of this Agreement for any purpose.

(i) Weekend Nurse. A weekend nurse is any nurse hired or transferred into the Weekend Program who works two shifts on a Saturday or Sunday in one weekend, at least three weekends per month. Weekend

shifts are defined per Article 8.1 (c). Their rate of pay is shown in Article 35.

Any Weekend Nurse who prior to the signing of this agreement is working a different weekend schedule/requirement will retain that schedule/requirement and still be defined as a Weekend Nurse until such time they resign their employment or transfer to another position/unit.

(j) Graduate Nurse. Whenever the term "Graduate Nurse" is used in this agreement it shall mean a Nurse who has graduated from an approved nursing school and is working under a Temporary Practice Permit. A Graduate Nurse is required to become licensed as a Registered Nurse in the State of Pennsylvania within 90 days of hire. Subsequently, if the Graduate Nurse is later rehired in the bargaining unit as an RN, the probationary period starts anew.

1.2 Not less than 15 days after a final decision is made or a definitive agreement reached concerning the acquisition, sale, expansion or merger of the Hospital, Einstein shall give notice of the transaction or event to the Union.

ARTICLE 2
UNION SECURITY & CHECK-OFF

2.1 Union Security

All Employees covered by this Agreement on the active payroll as of the effective date of this Agreement, who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment. Employees who are not members of the Union shall become members of the Union 30 days after the effective date of this Agreement. All Employees hired after this Agreement is ratified shall become members of the Union no later than the 90th day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment. An Employee who has failed to maintain membership in good standing as required by this Article, shall, within 20 calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues or "fair share fees" have not been tendered.

2.2 Check-off

(a) Upon receipt of a written authorization from an employee, Einstein agrees to deduct from the wages dues said employee each pay, starting not earlier than the first pay period following the receipt of such

authorization, and remit to the Union, within 10 days of each pay date at its principal office, regular dues as determined by the Union and any assessments that have been agreed upon by secret ballot vote of the membership.

(b) Upon receipt of a voluntary written authorization form from an employee, Einstein agrees to check off once per month the sum in said authorization and remit such sum to the Union for the "Nurses Political Action Fund."

(c) The Union shall indemnify and save Einstein 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 Einstein for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of Union members by reason of Einstein's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.

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

(e) Along with the membership dues and PAC funds, the employer will transmit to the Union, no later than the 10th of each month, an electronic or digital standard computer importable data file in a format agreed upon by the parties (e.g. comma delimited, tab delimited, excel, etc) with the following information for all bargaining unit employees: first name, last name, address, city, state, zip, home email, date of hire, continuous service date, job effective date, member active date, seniority date, salary or hourly wage, hours worked for pay period, home and cell phone number, department/ unit, campus, job classification, status (part time, hourly, etc) shift, date of birth, gender, and dues and PAC paid for period. The file shall be transmitted in a manner agreed upon by the parties (e.g. flash drive, email, etc). As technology advances, the union reserves the right to make changes to the medium used as far as the standard computer database importable electronic file format and or method of delivery.

ARTICLE 3
UNION ACTIVITY, ACCESS TO THE HOSPITAL AND BULLETIN BOARDS

3.1 Except as specifically provided in this Article, no employee shall engage in any union activity at any time which interferes with the performance of work by that or any other employee.

3.2 Designated employee representatives of the Union shall be permitted to furnish information, police the terms of this Agreement, process grievances and perform related duties concerning the application or interpretation of this Agreement during working time, provided such activities do not interfere with the performance of their duties and the total amount of such working time is not unreasonable. In such circumstances the Union representative will secure permission from his/her supervisor before leaving his or her job assignment and will notify the relevant supervisor before entering a unit other than that which he/she represents.

3.3 Designated employee representatives of the Union shall have reasonable access to the Hospital during their non-working hours for the purpose of administering this Agreement. A Union representative intending to go to a unit other than the one he/she represents in order to investigate a grievance must notify the relevant supervisor of the unit he/she is entering. Such visits will not interfere with the operation of the Hospital.

3.4 Designated non-employee PASNAP representatives shall have reasonable access to non-patient care areas of the Hospital for the purpose of administering this Agreement. Such representatives shall have the same access to public areas of the Hospital, and while there shall be subject to the same rules of conduct, as the general public. Such representatives shall also have the right to visit employee break rooms, solely for the purpose of meeting with members of the bargaining unit. Such representatives must notify the Nursing Office before leaving the public area of the Hospital and must be escorted by a badged Hospital employee, who may be a member of the bargaining unit.

3.5 The Hospital shall provide and maintain one bulletin board in each break room utilized by members of the bargaining unit for the purpose of posting Union notices. The Hospital shall cooperate with the Union in identifying a bulletin board location for bargaining unit employees who do not have access to a break room.

3.6 Except as specifically provided above, employees shall not be compensated for time spent in engaging in Union activities; provided, however, that if the Hospital schedules a meeting during an employee's regularly scheduled work hours, the employee and his/her Union representative shall suffer no

loss in earnings as a result of discussions required to be held during such regular scheduled work hours.

3.7 Employees may request time off for union business in accordance with Section 24.18 of this Agreement.

3.8 The Hospital shall arrange for employees newly-hired or assigned to positions in the bargaining unit to meet with representatives of the Union for a period of at least 30 minutes as part of their orientation process without the presence of management. The Union shall not disparage the Hospital during such meeting and shall provide the Hospital with copies of all materials distributed to the new employees at such meetings. The Hospital shall provide the Union with names and employee identification numbers of new bargaining unit employees within the week prior to their start date.

ARTICLE 4
NO DISCRIMINATION

4.1 Neither the Hospital, the Union nor any employee covered by this Agreement shall discriminate against or in favor of any employee on account of race, color, creed, national origin, religion, gender, gender identity, sex, sexual preference and/or orientation, union or non-union membership, age (as defined by law), disability (provided the employee can perform the essential functions of the job with or without reasonable accommodation) or Veterans' status. Einstein and the Union will cooperate in the effectuation of any relevant Einstein Healthcare Network Affirmative Action Programs.

ARTICLE 5
PROBATIONARY EMPLOYEES

5.1 Newly-hired employees shall be considered probationary for a period of 120 calendar days from the date of employment, excluding time lost for sickness and other leaves of absence. The probationary period may be extended by agreement between Einstein and the Union. Notwithstanding any other provision of this Agreement, Einstein may terminate the employment of a probationary employee for any reason not prohibited by law and the termination or suspension of any probationary employee by Einstein shall not be subject to the grievance and arbitration procedure of this agreement.

ARTICLE 6
SENIORITY

6.1 Definitions

(a) For employees employed before the date of ratification, Hospital seniority is defined as the length of time an employee has been continuously employed by Einstein since his or her most recent date of hire as an employee. For employees hired or transferred to Einstein after June 21, 2023, Hospital seniority shall be bargaining unit seniority, defined as their start date within the bargaining unit. When two or more employees have the same applicable date of hire, Hospital seniority shall be based upon the numerical sequence of their RN license.

(b) Continuous employment is defined as a period of employment, which has not been broken, by one of the events set forth in Section 6.03 below.

(c) Unit seniority is defined as the length of time an employee has been assigned to a particular unit since his or her last permanent assignment to that unit. An employee who permanently changes units loses unit seniority. An employee may not hold unit seniority in more than one unit at a time. The tracking of unit seniority shall be the responsibility of the unit scheduling committee.

6.2 Accrual of Seniority. Seniority shall accrue:

(a) During a period of continuous employment as defined in this Article.

(b) During a Family and Medical Leave Act leave not to exceed 12 weeks.

(c) During a military leave as provided by law.

(d) During any other authorized leave of absence.

6.3 Loss of Seniority. An Employee shall lose all accumulated seniority:

(a) Upon voluntary quit or resignation (including a deemed voluntary quit resulting from an employee failure to report or call-off for three, consecutive, scheduled shifts).

(b) Upon discharge for just cause.

(c) If an employee exceeds the length of an authorized leave of absence without notification and reasonable cause, violates the purpose of such leave or, while on leave engages in activities, inconsistent with the purpose of such leave.

(d) Upon lay-off for a period of one year.

(e) Upon failure to respond in accordance with a notice for recall within 72 hours of the notice sent to the last physical, and electronic address, and by telephone notice to the last telephone number, furnished to Einstein by the employee. Einstein shall also send a copy of the notification to the Union.

6.4 Lay-Off

(a) A full time or part time nurse who has completed the probationary period and is not covered by the severance plan will be provided two week "notice of layoff or pay in lieu thereof". In cases of layoff of nurses, whether covered by severance or not, the Hospital, upon request of the Union, will meet to conduct effects bargaining.

(b) Lay-Offs shall take place on a unit/department basis.

(c) Except as proved in Section 6.4(d), temporary employees shall be laid-off first followed by probationary employees, and then regular full-time and part-time employees, based on hospital seniority.

(d) A junior employee may be retained and a senior employee laid-off, if the senior employee:

(i) volunteers for the lay–off or

(ii) does not possess, or cannot acquire within 60 days, or the standard orientation period for the department in question, whichever is greater, the customarily required qualifications to perform the work to be performed by the junior employee (in which case Einstein will identify the nature of the lack of qualification in the lay-off notice).

A laid off employee may choose:

(i) to displace the least senior employee in the bargaining unit as a whole if that employee is employed in a unit and position for which the laid-off employee is qualified;

(ii) to take a vacant position within the bargaining unit for which he/she is qualified with reasonable on-the-job training ahead of any applicant for such position from outside the bargaining unit;

(iii) to accept a non-bargaining unit position within the Jefferson Health Network for which the employee has posted and been selected in accordance with Einstein's generally applicable policies and procedures but without priority over other applicants;

(iv) to accept severance benefits under the Jefferson Health Severance Plan; or

(v) to work as a per diem with priority for shift assignments in the unit from which he/she was laid-off for a period of one year following lay-off, with such priority to be tracked and administered by the unit scheduling committee.

With the sole exception of the option provided in Section (d)(i) above, a laid-off employee does not have the right to displace or

"bump" a less senior employee from his or her existing position in another unit/department. A junior employee so displaced has no bumping rights.

6.5 The terms of the Jefferson Health Severance Plan in effect as of ratification shall not be changed for members of the bargaining unit for the term of the contract.

6.6 Recall from Lay-Off

(a) A laid-off employee shall retain recall rights to a bargaining unit position for one year, unless further recall rights are forfeited under Section 6.6(d). A laid off employee shall only have such rights to consideration for recall into a vacant non –bargaining unit position as may be provided in Einstein's then-applicable policies and procedures.

(b) Laid-off employees with recall rights are entitled to be recalled into a vacant position in the unit/department from which they were laid-off. As between or among laid-off bargaining unit members, recall shall be by Hospital seniority, subject to the same exceptions in Section 6.4(d).

(c) Laid-off employees with recall rights are entitled to post for existing, vacant positions within the bargain unit, but outside the Unit/department from which they were laid-off, for which they are qualified in accordance with Einstein's then-applicable policies and procedures and are entitled to be recalled into any such position for which they are qualified ahead of internal applicants from outside of the bargaining unit or external applicants. As between or among laid-off bargaining unit members, recall shall be based on Hospital seniority, subject to the same exceptions in Section 6.4(d).

(d) Unless a delay is approved by Einstein in its sole discretion, a laid-off employee must report to work within 10 days of the time in the notice sent to the last physical and electronic address, or by telephone notice to the last telephone number, furnished to Einstein by the employee. Einstein shall also send a copy of the notification to the Union. An employee returning after a lay-off of more than 30 days will be subject to any medical examination or drug screening requirements applicable to absences of such length under Einstein's then-applicable policies. A laid-off employee with recall rights who declines the offer of recall to a position working the same number of hours as the employee worked at the time of lay-off shall forfeit further recall rights. An employee who accepts recall to a position working a reduced number of hours or to a unit/department other than that from which they were laid-off shall retain recall rights

to a vacant position working the number of hours at the time of lay-off, and to the unit/department from which they were laid-off. In order to exercise recall rights to the employee's original hours and/or unit/department, the employee shall complete an HR bid and shall be given preferential bidding rights for six months following the recall.

6.7 Transfers & Promotions Within the Bargaining Unit

(a) All new or vacant positions within the bargaining unit (including opportunities to change shifts or hours within the same unit/department) will be posted and communicated to the employees of the unit/department via email; with a period of 10 days for employees to apply for these opportunities, and any employee who has been employed in a position within the bargaining unit for at least 12 months is eligible to bid for them, in accordance with Einstein's generally applicable policies and procedures. The 12-month requirement shall not apply to opportunities to change shift or hours within the same unit/department.

(i) Per diem employees may apply to a part-time or full-time position after 6 months of employment; even if such opportunity is outside of the employee's home unit.

(b) Einstein shall award the position to the employee or applicant with the greatest skill, present ability and prior job performance. Where there is no appreciable difference between the skill and present ability of such candidates, Einstein shall award the position to:

(i) the incumbent applicant in the same unit/department with the greatest Hospital seniority; then

(ii) the incumbent applicant in a different unit/department within the bargaining unit with the greatest Hospital seniority; then

(iii) otherwise in accordance with Einstein's then- generally applicable policies and procedures. Successful and unsuccessful bidders will be notified in writing or electronically.

(c) Successful Bidders

(i) A successful bidder shall move to the awarded position within 60 days.

(ii) A successful bidder shall serve a 120-day evaluation period in the new position. The manager or designee of the employee's new unit will hold at least two (2) progress meetings with the employee and their designated preceptor, before an employee may be removed from the unit. Following such progress meetings and during the evaluation period Einstein may, in its

sole discretion, remove the employee from the new position and return the employee to his or her former position if vacant, or to a comparable bargaining unit position without loss of seniority or other benefits previously earned. The employee shall be provided upon request with the reasons for the removal, but such removal is not subject to the Grievance and Arbitration Procedure. However, an employee in such an evaluation period retains access to the Grievance and Arbitration Procedure in the case of discipline or discharge.

(iii) A successful bidder whom Einstein does not wish to remove from the new position may request to be returned to his or her previous position for up to forty-five (45) days following the transfer, provided a vacancy exists in his or her previous position and unit/department.

(iv) A successful bidder who remains in the new position following the completion of the evaluation period shall not be eligible to apply for transfer to another new position for six months following the completion of the evaluation period.

(v) A successful bidder who is returned to his or her previous position during the evaluation period (whether by Einstein or at the employee's own request) will not be eligible to apply for transfer to another new position for three (3) months following the date of return to previous position unless mutually agreed upon by the Employer and the Union.

ARTICLE 7
RATES OF PAY

7.1 Experience Based Wage Scale

(a) Effective June 28, 2026, the experience scale shall be based upon year of licensure. The full time, part time and weekend nurses shall be placed on the Year 1 column of Exhibit A based upon their year of licensure, which reflects a 3% increase effective June 28, 2026 and additional revisions agreed to by the parties. However if the annual across the board increases of unrepresented Hospital employees is greater, the experience wage scale shall be increased by the higher amount.

(b) Effective June 27, 2027, the experience wage scale shall be increased by 3%. However if the annual across the board increase for unrepresented Hospital employees is greater than 3%, the experience wage scale shall be increased by the higher amount.

(c) Effective June 25, 2028, the experience wage scale shall be increased by 3%. However if the annual across the board increase for unrepresented Hospital employees is greater than 3%, the experience wage scale shall be increased by the higher amount.

(d) All salaried employees covered by this Agreement will continue to be treated as FLSA-exempt, and their annual salary calculated by multiplying what would be their experience-based hourly wage rate by their regularly scheduled annual hours, with premiums for Nurse Educators ($6.00/hr) & Clinical Nurse Specialists ($7.50/hr).

7.2 Nurses will move to the next step June 27, 2027 and June 25, 2028.

7.3 For the Per-Diem scale, there shall be a $1.75 per hour increase effective June 28, 2026. Effective June 28, 2026 all Holiday hours shall be paid at time and a half as reflected in the Per-Diem wage scale. There shall be a $1.00 per hour increase effective June 27, 2027 and June 25, 2028.

7.4 Per Diems

In an effort to incentivize current and new per diem RNs to increase the number of hours, including weekend hours, they commit to, and actually work at Einstein, effective the pay period beginning September 18, 2016, the Tiered RN Per Diem Structure (included in Appendix A) will be implemented, subject to the following understandings:

(a) There shall be no reduction of existing full- or part-time positions as a result of the implementation of this agreement.

(b) All per diem nurses shall have a minimum of one year of experience in the relevant nursing specialty.

7.5 The Hospital will provide the Union with the off cycle schedule for corrections of verified payroll errors and corrections will be paid as per the published schedule.

7.6 Should the Hospital desire to implement a sign-on bonus of which the terms would extend beyond the employee's probationary period, the Hospital shall first secure the agreement of the Union prior to implementation of the bonus. Employees currently receiving a new hire/sign-on bonus shall retain their current bonus as established in their hiring.

ARTICLE 8
HOURS OF WORK

8.1 Definitions

(a) "Workweek" means seven consecutive workdays designated by the Employer, currently 12:00 a.m. Sunday through 11:59 p.m. the following Saturday. Where a shift spans two pay periods, it will be paid in the pay period that corresponds to the in-swipe time for the shift.

(b) "Pay period" means two consecutive workweeks.

(c) "Weekend" means the majority of worked hours falling between 7:00 a.m. Saturday and 6:59 a.m. Monday for regular full-time, part-time and weekend program employees and between 3:00 p.m. Friday and 7:30 a.m. Monday for per-diem employees. With management approval, units may adjust the definition of "weekend" consistent with their existing practice.

8.2 Schedules

(a) The regular workweek for full-time employees shall not exceed 40 hours.

(b) Einstein will not normally require its employees who are normally scheduled to work the following shifts to work on more than the indicated number of weekends.

Normal Shift Length	Maximum Weekends
8 hours	26
12 hours	18

The unit scheduling committees will continue Einstein's pattern of scheduling 12-hour employees to work every third weekend, and eight hour employees every other weekend. The unit scheduling committees shall equalize scheduled weekend work among employees in the same functional unit, except that an individual employee may work more weekends if he/she chooses.

(c) Except when in conjunction with an employee's requested change of shift, changes in an employee's assigned weekend shall be done by volunteers first and then in reverse seniority order.

(d) The parties recognize that some units have used "flextime" arrangements for FLSA-exempt nurses. All such arrangements in place as of August 17, 2016 shall remain in place.

(e) Employees will be subject to standard six (6) minute rounding regarding payment for clock in and out times.

8.3 Meals and Breaks

(a) An employee working a shift of eight or more hours shall be entitled to an unpaid meal break of 30 minutes. If the employee is interrupted during the meal break, he/she will be paid for the entire break. The employee is required to complete an electronic attestation at the end of their shift that they either did or did not receive their meal break. Missed meal breaks are paid at the then-prevailing wage rate, whether straight time or overtime.

(b) In addition to the unpaid meal break, employees may receive one paid 15-minute break for each five hours worked where operational needs permit. Where feasible, based on patient care and with approval of management these breaks can be combined with the 30-minute meal break.

(c) Adequate staffing shall be provided such that nurses are able to take their meal and other breaks with due regard to staffing, patient care concerns and unanticipated circumstances.

8.4 Shift Cancellation

(a) If an employee is not notified not to report one hour and forty-five minutes before a day shift (starting 11am or earlier) and two hours before any other shift, he/she shall have the option of four hours' work or may elect to utilize PTO or unpaid time. An employee shall be notified if they are required to come in, after their initial cancellation, within the two (2) hours of their new start time.

(b) Employees may be cancelled after four hours of a regularly scheduled shift and will be given a reasonable time to ensure proper completion of patient care responsibilities and safe transfer of the patient. Such cancellation will follow the priority as listed in 8.4(d).

For the purposes of the foregoing, an employee shall be deemed to have been notified by Einstein, if Einstein, by the designated advance time telephoned to, and left a message not to report at the telephone number supplied to Einstein by the employee for this purpose. If an employee has not provided Einstein with a current telephone number, it is his or her responsibility to call-in to confirm his or her shift assignment at least two hours prior to the scheduled shift starting time.

(c) These provisions shall not apply if the cancellation is because of an Act of God or event of similar magnitude beyond Einstein's control.

(d) When it is necessary to reduce the workforce on a nursing unit, the reassignment procedures of Article 26 shall apply first. If no reassignment is necessary, scheduled employees will be cancelled

under these procedures. The order of cancellation will be as follows unless the nurse scheduled for cancellation possesses a specialty skill that is required:

(i) Traveler/Agency/SEALS/Per Diem Agency

(ii) Einstein employees, including Per Diems, on overtime/premium pay. An overtime shift is defined as an extra shift or shifts which when added to the Employee's FTE schedule would place the Employee into an overtime situation for the week.

(iii) Volunteers

(iv) Einstein employees working an extra shift not on overtime (defined as the actual shifts picked up above the employee's FTE or above Per Diem core minimum shifts).

(v) Per-Diem Einstein

(vi) Assigned Rotational Time-off based on the unit cancellation list which employees are added into upon hiring to the unit.

(e) Employees, including volunteers, cancelled under this Section will be cancelled equitably in rotation (whose records will be regularly available) and will be offered the following options:

(i) Use available PTO to which they may be entitled. In no case shall pay exceed the regularly scheduled hours for the day.

(ii) They may elect to take such time without pay.

(f) Cancellation of regularly scheduled hours shall not affect an employee's status for benefit eligibility.

(g) If an employee is notified that they are being cancelled for a portion of a scheduled overtime shift, and Einstein does not commit to the employee that they will be required for the balance of the shift, the employee may elect to cancel themselves for the full shift.

(h) The Employer shall continue the practice of canceling in minimum four (4) hour increments. The exception to this shall be night shift cancellations at 11:00pm which shall be done in an eight (8) hour increment.

8.5 Self-Scheduling

(a) Nurses shall have the right to self-scheduling. The hospital shall provide a reasonable number of paid hours per unit to those employees who take on the responsibility to make the unit's schedule. Nurses shall elect their designated co-workers to staff these scheduling committees yearly where nurses, by a majority of nurses, so request in writing.

(b) The process for scheduling set forth in this section shall be followed by the scheduling committee and unit manager unless an alternative process is mutually agreed upon by a majority of the nurses and Clinical Director of the unit as long as the alternative process does not conflict with this Agreement.

Step 1. For the weeks leading up to a specified date (the commencement of the schedule), the scheduling committees will be accepting schedule requests/ preferences from full, part-time, per diem and Agency nurses within the initial balancing period. The scheduling committee will meet to balance all requests/ preferences and finalize the first draft schedule comprised of regular full, part-time, per diem nurse and Agency shifts.

Step 2. The scheduling committee must submit a balanced schedule within the Hospital's electronic scheduling system with full, part time, per diem and Agency staff within the initial balancing period.

If a balanced schedule is submitted to the unit manager as indicated above, the manager shall review and approve the schedule. If a schedule is not submitted by the deadline, the relevant Nurse Manager may establish the schedule in his or her sole discretion. If the schedule submitted by the scheduling committee is timely but not balanced, the relevant Nurse Manager will balance it by working with the scheduling committee. For this purpose, a balanced schedule shall take into account relevant training and competencies. Agency nurses shall submit their requested schedule to the scheduling committee during the self-scheduling period and be placed on the schedule as needed. If they do not provide their requested schedule they shall be placed on the schedule as needed. After "pre-post" SEALs may be scheduled for vacancies in units up to six (6) weeks prior to the start of the shift, but may be bumped by any qualified bargaining unit Employee up to forty-eight (48) hours before the start of the shift. Available SEALs not placed on a unit will be retained in the Float Pool for day of deployment. Management will cancel a SEAL who has been pre-deployed to a unit if a similarly situated, (i.e. equivalent level of care) Float RN would otherwise be canceled, and other non-bargaining unit staff may not be added to the schedule until two (2) weeks before the scheduled shift date. The exception to this shall be "per-diem agency nurses" in the procedural area departments. Any qualified bargaining unit employee may bump the "per-diem agency nurses" within forty-eight (48) hours of the start of the shift. When the "pre-post" period opens, the balanced schedule which is submitted by the scheduling committee and approved by the manager shall be available electronically and not be changed without the employee's consent.

Employees shall have access to the daily staffing list to review and bid on shifts assigned to SEALs and Per-Diem Agency nurses.

The ORC will not schedule any SEALs directly on a unit during the pre-post stage of the schedule development process. The ORC will not pre-schedule

SEALs in a manner that fills all open shifts for a particular date and shift on a unit.

Employees can use the availability function in the Hospital scheduling system to identify shifts that they may be interested in working. If an Employee requests to work a shift where a SEAL has been pre-placed, they will be granted the shift and the SEAL will be reassigned; assuming the Employee's request is made at least forty-eight (48) hours before the start of the shift.

Step 3. Bargaining unit employees shall have the opportunity to bid on available shifts. Additional shifts shall not be approved until the end of the "pre-post period" and shall be awarded in a fair and equitable manner. Bargaining unit employees will have preference over Traveler, Agency or other non-bargaining unit employees when awarding shifts during the "pre-post" period.

Step 4. If a schedule is completed early, it may be posted prior to being open on the electronic scheduling system for the employees in the department to review.

By the specified Thursday at least two weeks before the start of the schedule the draft schedule will be "approved" in the electronic scheduling system or be otherwise posted in a public, transparent manner that is reasonably available and visible to all nurses on the unit.

Management must approve or deny an additional shift request within 72 hours of when the shift is requested. If the 72 hours would include a Saturday or Sunday, an additional 24 hours is added to the approval period.

(i) Two weeks from the date of ratification of this agreement a calendar will be created and distributed by Nursing Administration which clearly delineates all specific due dates reflected in above scheduling requirements and will do so yearly.

(ii) With management approval, units may develop their own self-scheduling guidelines which are not in conflict with this agreement.

(c) Disputes between and among individual employees and the scheduling committee shall be resolved by the Union under such procedure as it may establish.

(d) Once posted, schedules shall not be changed without the consent of the employee.

(e) The scheduling committee shall assign new nurses to a weekend rotation in order to balance the weekend schedule, with consideration to skill mix that may result in other changes to assigned weekends.

(f) Employees may submit an "available to work" request in the Hospital Electronic Scheduling System and will be assigned to vacancies consistent with the profile on file and/or with the "available to work" request provided (unit, shifts, days of the week, etc.). Employees who would not be in an overtime situation will be assigned first. Employees may leave a note that limits the assignment to a unit or if a bonus is offered.

Where the assignment is to cover a call-out, and there is less than four (4) hours' notice, the employee will receive a telephone call or text advising of the assignment. Once assigned, the employee must work the shift. Employees may volunteer to work a partial shift but shall not be forced to work a partial shift.

8.6 Snow or Weather Emergencies

(a) During anticipated weather emergencies, certainly those declared by the city, the Hospital shall have adequate sleeping arrangements and meal cards for all nurses required to stay on premises. Employees who arrive late will not be charged toward the attendance policy for the lateness.

8.7 Current Shifts

(a) It is understood that units are currently staffed with four hour shifts six-hour shifts, eight-hour shifts, 10-hour shifts, 12-hour shifts and combinations of four-hour, six-hour, eight-hour, 10-hour and 12-hour shifts.

(b) It is also understood that a limited number of nurses are currently scheduled for 16-hour shifts. No change will be made in the schedule of those nurses without their consent. Going forward, no nurse who has not regularly been scheduled for 16-hour shifts, and no newly-hired nurses, will regularly be scheduled for a 16-hour shift.

(c) An employee shall not be scheduled to work within 12 hours after the scheduled end time of the employee's last regularly scheduled eight- hour shift and within 11 hours of the scheduled end time of a 10- or 12-hour shift.

(d) Employees shall continue to be scheduled and work the shift or shifts for which they are currently scheduled (i.e. Day Shift, Night Shift, etc.) unless the employee voluntarily elects to change shifts.

8.8 Makeup of Weekend Call-Outs

(a) Employees shall make up weekend call-outs no later than the end of the next six-week schedule. The make-up shall be determined by the relevant scheduling committee after discussion with the employee. If the scheduling committee, in conjunction with the manager, determines that the make-up is not needed for patient care needs, the nurse will not be placed on an additional weekend. No other nurse's schedule shall change involuntarily as a result of a weekend make up. No weekend makeups shall be scheduled within the current schedule. A Weekend Program nurse may call off all or part of one weekend in a calendar year without being required to make up such call out.

8.9 Management will provide 12 weeks' notice of a schedule change, and upon request will discuss such schedule change during the 12-week notice period. Schedule changes would first be done through solicitation of volunteers; and then through inverse seniority order among those employees with the appropriate skill.

ARTICLE 9
OVERTIME/ADDITIONAL SHIFTS

9.1 Overtime Compensation

(a) Employees shall be paid at time and one half times their regular rate of pay for all authorized time worked in excess of 40 hours per week.

(b) PTO and other time paid but not worked shall not be considered as time worked for the purpose of computing overtime.

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

9.2 Scheduling Overtime

(a) Additional shifts which become available after a schedule is posted and more than 48 hours in advance shall be posted on the Hospital's electronic scheduling system. Any qualified employee may bid for and be awarded the assignment. Additional shifts will be fairly distributed among bargaining unit employees over time. Once awarded, a requested additional shift becomes a regular assigned shift and may not be cancelled by the employee without the approval of the manager unless a replacement is found by the employee or through the Hospital's electronic scheduling system. When an employee has accepted an additional shift in a specific unit and the need for overtime on that unit no longer exists, Section 26.6 shall apply.

(b) Additional shifts which become available, or which are still unfilled, less than 48 hours in advance may be filled by the manager in the most expedient manner, giving such preference to bargaining unit employees, including employees on the outgoing shift, as is reasonably possible under the circumstances.

9.3 For FLSA-exempt employees

Special projects or extra shifts over an employee's regularly scheduled work week shall be compensated at straight time (up to an amount that does not jeopardize the employee's FLSA exempt status).

9.4 Einstein will comply with PA Act (102) regarding mandatory overtime.

ARTICLE 10
HOLIDAYS

10.1 Scheduled Holidays

(a) New Year's Day, Martin Luther King, Jr. (MLK) Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be holidays eligible for premium pay when worked.

(i) Winter Holidays: Thanksgiving Day, Christmas Day, and New Year's Day.

(ii) Summer Holidays: Memorial Day, Independence Day, and Labor Day.

(iii) MLK. Day is not added to either Winter or Summer designation. The Scheduling Committee will schedule balanced coverage for MLK Day in an equitable manner.

(b) Each regular employee who is scheduled to work, and works, on the actual holiday shall be paid at time and one-half his or her regular rate of pay for all hours worked. Time and one-half does not apply to work on the observed holiday.

(c) On Christmas Eve and New Years Eve, all hours worked after 7:00p.m., regardless of the employee's start time, shall be paid at time and one-half.

(d) When a nurse is regularly scheduled to work a Monday through Friday schedule, a holiday falling on Sunday shall be observed the following Monday and a holiday falling on Saturday shall be observed the preceding Friday. If an employee is required to work on an observed holiday, he/she will be scheduled for work in accordance with Section 10.01(i) below.

(e) Subject to subsections (f), (g) & (h) below, an employee who is not scheduled to work on a holiday and who wishes to be paid, shall be paid using time (including shift differential) from his or her PTO allotment. For this purpose only, an employee who has not completed his or her first 90 days of employment is permitted by the PTO Policy to take such PTO time before it is earned and his/her PTO bank will reflect the negative balance.

(f) An employee who is absent without prior approval from their last scheduled shift prior to, their shift on, or their first scheduled shift after a legal holiday is not eligible to be paid for the unscheduled absence using time from his or her PTO bank. An employee who is absent without prior approval from their last scheduled shift prior to or their first scheduled shift after a legal holiday on which he or she is scheduled off is not eligible to be paid for holiday using time from his or her PTO bank.

(g) An employee who is precluded from using PTO time for an absence under subparagraph (f) may use sick pay if the absence is due to the employee's own illness and documented by a physician's note/certification. This provision shall constitute a collectively-bargained waiver of any contrary provisions of the Philadelphia Sick Leave Ordinance.

(h) An employee is "scheduled to work on a holiday" for this purpose if a majority of the hours for which the employee is scheduled fall between 6:00 am the day of the holiday and 5:59 am the day after the holiday.

(i) Holiday work scheduling shall be the responsibility of the respective unit scheduling committees as provided in Article 8. Employees in each unit will be scheduled for holiday work on an equitable, rotating basis, continuing from the existing rotation.

(j) Except as required herein, full time and part time bargaining unit employees with 25 or more years of hospital seniority shall not be required to work holidays. However, if the unit scheduling committee is unable to accommodate this requirement due to staffing needs of the unit, the employees with 25 years or more seniority will be required to work the holiday. This will be done by first seeking volunteers among the 25 year plus employees and, if insufficient volunteers, then by reverse seniority among the 25 year plus employees.

10.2 Personal Days

Employees who wish to take time off for personal purposes may do so under the terms of the PTO provisions of Article 22.

10.3 Holiday Bank

(a) Beginning January 2024, full time and part time bargaining unit employees each January will receive into a bank 56 hours of holiday time, prorated based upon their FTE status. New full time and part time employees, in their year of hire, will receive eight (8) hours, prorated according to FTE status, into the holiday bank as each holiday occurs.

(b) For PTO used in a pay period in which a holiday occurs, the first PTO shift of eight (8) hours will be deducted from the holiday bank. Additional PTO will be deducted from available PTO unless the employee indicates otherwise. If the employee has insufficient PTO to cover the shift, the remainder will be deducted from the holiday bank.

(c) Holiday banks have no maximum accruals.

ARTICLE 11
VACATION SCHEDULING

11.1 In General

(a) Each unit's designated scheduling committee shall be responsible for scheduling vacation time within that unit on the same basis as its other scheduling responsibilities. Subject to Section 11.02 below, an employee will submit an electronic bid for vacation time to the scheduling committee prior to the balanced draft schedule for the relevant period being submitted to the manager by the scheduling committee. Where a requested

vacation includes a weekend or holiday which, in the employee's normal rotation, would be a weekend or holiday scheduled to work, the employee must find their own coverage for the weekend or holiday. An electronic bid is one submitted by e-mail or any future program Einstein implements so long as there is a time stamp mechanism and reasonable consensus of use. All requests and approvals shall be transparent and accessible to affected employees at all times. Outside of Peak Vacation times, requests shall be approved on a first come first serve basis.

(b) Einstein will guarantee a minimum of 9.1 percent of budgeted productive RN hours for PTO use per unit. For units currently above the 9.1%, an analysis will be done taking the last three years of PTO allotment and Productive FTE hours. If that rate remains over 9.1% those units will remain at the average rate determined by the analysis. These allotments will begin CY 2021. The PTO percentage chart provided to the union on 11/16/20 will remain part of the MOA for reference.

Procedural areas currently utilizing a different formula will provide the union the data and information over the last three years used to define that formula no later than 60 days post ratification. The 9.1% formula agreed upon above will not result in any reduction of PTO for procedural areas.

The ED will allow a minimum allotment of 60 hours M-F per day of PTO allotment beginning no later than 5/30/21.

(c) Except in an unforeseeable, bona fide emergency situation stemming from an Act of God or event of similar magnitude beyond Einstein's control no change shall be made in approved vacations once scheduled except by mutual agreement of the employee and the manager.

(d) Employees may not schedule vacation for a date when they will not have accrued time.

(e) No later than September 1st of each year, Einstein will inform each unit scheduling committee of the number of shifts available for vacation during each week of the next calendar year, including the Peak Vacation periods. Except in cases of unusual or extraordinary operational events, there shall be no black-out periods.

(f) Approved vacation requests of employees who transfer between units will be honored whenever possible. An employee who transfers into a unit after the selection period for Peak Period vacations may not bump another employee within that unit who has already chosen their Peak vacation period. The employee will discuss previously approved vacation with the receiving unit scheduling committee prior to transfer and the receiving unit scheduling committee will inform the employee prior to transfer whether their existing vacation request can be honored.

(g) Paid vacation time is part of each employee's PTO allotment and shall, for all purposes except scheduling, be administered and paid in accordance with Article 22.

(h) In units or departments where vacation scheduling involves both bargaining unit and non-bargaining unit staff, the bargaining unit scheduling committee will cooperate with the non-bargaining unit staff in developing the vacation schedule on an equitable basis without regard to bargaining unit status. If the scheduling committee and non-bargaining unit staff are unable to agree, the matter will be decided by the manager.

11.2 Peak Period Vacation

(a) Peak summer vacation is defined as the Sunday before Memorial Day and continuing through the Saturday following Labor Day. No employee shall be permitted to schedule more than two (2) weeks in a calendar year peak period unless all other requests have been granted and available slots remain. The unit scheduling committee may grant an exception to this two (2) week limitation in the case of nurse who have families that live abroad. During non-peak vacation time there shall be no limitation on the number of consecutive weeks requested, but the scheduling committee may consider the interests of other employees in the unit in scheduling the requested vacation.

(b) Employees shall request Peak Summer Vacation in the following manner:

(i) First Round: Employees shall provide the unit scheduling committee with his or her 1st, 2nd & 3rd week request by January 31 and the committee shall confirm awarded weeks by February 15th.

(ii) Second Round: Employees shall provide the unit scheduling committee with his or her 1st, 2nd & 3rd week request by February 28th and the committee shall confirm awarded weeks by March 15th.

(iii) The scheduling committee shall provide a filled-in schedule between Round 1 and Round 2 for employees to review before making his or her second week request.

(iv) No employee shall receive a 2nd Peak Period week until every employee in the unit who wants one has been awarded a 1st Peak Period week.

(c) Employees who do not bid during the First or Second Round may later submit a bid for an available Peak Period week in accordance with Section 11.01 above.

11.3 Disputes

Disputes between and among individual employees and the scheduling committee shall be resolved by the Union in the same manner as other scheduling disputes.

ARTICLE 12
HEALTHCARE & PENSION

12.1 Healthcare

(a) Except as modified below, for the duration of this Agreement, all employees shall continue to participate in the Hospital's health insurance plans on the same terms as other similarly-situated Jefferson Health employees.

(b) If the terms of such plans shall be changed in a manner materially adverse to participating employees, Einstein will give the union a minimum of 60 days' notice in order to Meet and Discuss over any changes in good faith.

For the calendar year 2026 the Hospital shall maintain the following bi-weekly rates for the Jefferson Medical Plans:

Full Time Annual Salary Band $75,000-$119,999

Independence Administrators Medical Plan	Employee Only	Employee+ Spouse	Employee+ Child(ren)	Family
Jefferson First PPO	$35.27	$88.16	$70.52	$110.82
Jefferson Select PPO	$47.78	$98.55	$85.85	$145.09
Jefferson Choice PPO	$74.51	$143.19	$133.02	$211.87
Jefferson HDHP+HSA	$74.51	$143.19	$133.02	$211.87

Full Time Annual Salary Band $120,000-$199,999

Independence Administrators Medical Plan	Employee Only	Employee+ Spouse	Employee+ Child(ren)	Family
Jefferson First PPO	$40.30	$98.23	$78.08	$118.37
Jefferson Select PPO	$59.67	$115.09	$101.79	$163.84
Jefferson Choice PPO	$85.73	$157.66	$144.81	$227.03
Jefferson HDHP+HSA	$85.73	$157.66	$144.81	$227.03

Part-Time Employees – All Salary Tiers

Independence Administrators Medical Plan	Employee Only	Employee+ Spouse	Employee+ Child(ren)	Family
Jefferson First PPO	$48.31	$193.20	$157.11	$250.66
Jefferson Select PPO	$107.20	$241.93	$234.30	$338.54
Jefferson Choice PPO	$127.03	$279.56	$259.73	$378.70
Jefferson HDHP+HSA	$127.03	$279.56	$259.73	$378.70

(c) For calendar years thereafter, the Hospital shall only increase employee premium cost above the current rates if the following conditions are met:

(i) Increases must be done system wide for all non- union employees.

(ii) The dollar amount may not increase more than 12% of previous years' premiums.

(d) Annual increases to medical deductibles, if any, shall be limited to the following:

2027	2028	2029
First - no increase	First (ind/fam) - 100/200	First (ind/fam) - 125/250
Select (ind/fam) - 150/300	Select (ind/fam) - 150/300	Select (ind/fam) - 175/350
Choice (ind/fam) - 200/400	Choice (ind/fam) - 200/400	Choice (ind/fam) - 250/500

In addition, with respect to the Jefferson First network plan only, out of pocket maximums may be increased up to the following amounts:

2027	2028	2029
No increase	250/500 (ind/fam)	250/500 (ind/fam)

(e) Effective January 1, 2027, pediatric provider coverage will move from Tier 2 to the Tier 1 Jeff First plan.

(f) Per diem employees shall continue to participate in the Employee and Employee and Children coverage in ACA Jefferson First PPO plans. The premium share for calendar year 2026 for per diem employees is $48.31/pay for Employee Only and $255.70/pay for Employee Plus Children.

12.2 Retirement

(a) For the duration of this Agreement, all employees shall continue to participate in Einstein's defined benefit pension plan on the same terms as other similarly-situated Hospital employees. See attached side letter.

(b) For the duration of this Agreement, all employees shall continue to participate in Einstein's Section 403(b) defined contribution pension plan on the same terms as other similarly-situated Hospital employees.

(c) If the terms of such plans shall be changed in a manner materially adverse to participating employees, Einstein will give the union a minimum of 60 days' notice in order to Meet and Discuss over any changes in good faith.

12.3 Dental Plans

(a) For the calendar year 2026, the Hospital shall maintain the following rates for the Dental Plan:

Dental Plans	**Platinum**	**Gold**	**Deltacare USA DMO**
Plan Year Deductible	$50 per person/ $150 per family	$50 per person/ $150 per family	None
Plan Year Maximum (per person)	$2,000 PPO network $1,700 Premier network or out of network providers	$1250 PPO Network $1,000 Premier network or out of network providers	Unlimited for network providers only
Preventative and Diagnostic	100% (no deductible)	100% (no deductible)	100% (no deductible)
Basic and Restorative Services	80% (after deductible)	70% (after deductible)	100% (after applicable copay)
Major Services	60% (after deductible)	50% (after deductible)	100% (after applicable copay)
Orthodontia	50% ($2,000 separate lifetime maximum)	Not covered	100% (after applicable copay)

(b) For calendar year 2026, the Hospital shall maintain the following bi-weekly rates for the Jefferson Dental Plans:

Full-Time Employees	**Platinum**	**Gold**	**Deltacare USA DMO**
Employee Only	$10.71	$8.56	$4.41
Employee+Spouse	$21.39	$17.12	$8.82
Employee+Child(ren)	$24.08	$19.26	$9.92
Family	$32.10	$25.68	$14.32
Part-Time Employees	**Platinum**	**Gold**	**Deltacare USA DMO**
Employee Only	$16.84	$13.76	$7.35
Employee+Spouse	$33.71	$27.55	$14.69
Employee+Child(ren)	$37.92	$30.98	$16.53
Family	$50.54	$41.29	$23.88

(c) For calendar years thereafter, the Hospital shall only increase employee premium cost above the current rates if the following conditions are met:

(i) Increases must be done system wide for all non-union employees.

(ii) The dollar amount may not increase more than 12% of previous years' premiums.

12.4 Vision

For the calendar year 2026, the Hospital shall maintain the following bi-weekly rates for the Vision Plan:

Full Time & Part-Time Employees	**Bi-Weekly Employee Contribution**
Employee Only	$2.91
Employee+Spouse	$5.82
Employee+Child(ren)	$6.12
Family	$8.52

(a) For calendar years thereafter, the Hospital shall only increase employee premium cost above the current rates if the following conditions are met:

(i) Increases must be done system wide for all non-union employees.

(ii) The dollar amount may not increase more than 12% of previous years' premiums.

12.5 Other Benefits

(a) For the duration of this Agreement, and except as otherwise provided or modified by another provision of this Agreement, all employees shall continue to participate in Einstein's other benefit plans on the same terms as other similarly-situated Hospital employees.

(b) If the terms of such plans shall be changed in a manner materially adverse to participating employees, Einstein will give the union a minimum of 60 days' notice in order to Meet and Discuss over any changes in good faith.

ARTICLE 13
SHIFT DIFFERENTIAL AND ON CALL

13.1 Differentials

(a) Shift Differentials

(i) For employees hired before July 1, 2023, the Hospital will maintain current practice of paying 10% for evening, night and weekend differentials.

(ii) For employees hired after June 30, 2023, the shift differentials shall be as follows:

Weekday Evening/Night	$5.00 per hour
Weekend Day	$5.00 per hour
Weekend Evening	$6.50 per hour
Weekend Night	$6.50 per hour

(b) Other Differentials

(i) RNs hired into Float Pool position will receive a $10.00 per hour differential on their base pay rate. RNs hired into Float Pool positions will only receive the float differential when working their regular float shifts or when they sign up for additional float positions through scheduling software. RNs hired into Float Pool positions will not receive the float differential when they sign up for additional shifts on individual units/departments.

(ii) Effective the first full pay period after ratification, a $3.00 per hour differential shall apply to the following positions: Surgical Resource Nurse; Charge Nurse and Preceptor.

(iii) RNs on the Regional Heart Team will receive a $5.25 per hour differential on their base rate effective the first full pay period following ratification.

(iv) RNs on the Liver Team will receive a $2.75 per hour differential on their base rate effective the first full pay period following ratification.

(v) Nurses in Care Management shall be compensated for additional shifts per Article 9.3 plus an additional differential of $130 for every shift worked on weekends and $230 for every shift worked on a holiday.

(vi) All other differentials shall remain the same.

13.2 On Call

(a) An RN, who is required to remain available for a designated period of time to complete work remotely or report to Einstein to work in accordance with department policy, is considered to be "on call".

(b) Currently the units that require on call include the Cath Lab, SPU, IR, OR, PACU, Transplant, Care Management, and Cardiology. Call provisions will be eliminated in Tower 5, NICU, CRC and CCU henceforth.

(c) The on-call rate shall be $4.50 per hour, except in cases below:

(i) The Cardiac and Liver teams shall receive a $15.00 per hour on call rate. Interventional Radiology and Cath Lab nurses shall receive a $10.00 per hour on-call rate.

(ii) Care Management shall receive a call bonus of $20.00 for every five hours of call.

(iii) Transplant Coordinators shall receive an on-call bonus of $125 for each weekday and $250 for each weekend/holiday call in lieu of the hourly call rate. Effective the first full pay period after ratification, the back-up Transplant Coordinator will receive the on-call rate of $4.00 per hour.

(iv) The on-call rate for holidays shall be $10 per hour for scheduled call time between 11 PM on the holiday eve and 11 PM on the holiday. If the employee's regular on-call rate is greater than $10/hour, the employee will be paid the greater of the two rates.

(v) If the assigned on-call person in a procedural area is required to work into their call period to finish a procedure, the person will be paid the appropriate rate of pay (overtime after 40 hours) plus applicable shift differential for all time worked after their shift end time.

If that same on-call person leaves for thirty (30) minutes or more and needs to return for another procedure, the call back guarantee will apply.

(vi) If the Hospital establishes an on-call rate for allied staff (e.g., Technicians, Technologists) in a specialty or department that is higher than the rate for RNs in this Agreement, then, upon request of the Union, the Hospital will meet to discuss whether such rate should apply to the RNs in that specialty or department.

(d) An RN who is called in to work will be paid for all hours worked at the appropriate rate of pay or shall receive a minimum of four (4) hours pay, whichever is greater.

(e) An RN who is called into work, and such call is canceled before the employee arrives at work, shall receive two (2) hours pay.

(f) An RN called into work after 11:00 p.m. who is scheduled to work the following morning has the following options:

(i) May commence their regularly scheduled shift after the completion of the call-in work assignment.

(ii) May elect to take part of or all of the following day off and may utilize available PTO or may elect to take such time off without pay. The employee must notify the nurse manager to ensure that proper coverage can be maintained. If there are staffing concerns, the manager and employee will explore other compromises to ensure adequate staffing.

(iii) Employees in the OR and the PACU who are called into work per 13.2(f) will receive up to four (4) hours post call pay to be applied to schedule adjustments the following day.

Employees in CCL who are called into work per Article 13.2(f) and extend beyond 1:00 AM will qualify for up to four (4) hours post-call pay to be applied to schedule adjustments the following day.

(iv) The Liver team will continue the practice of receiving a post call day. If a post-call day is required, Einstein would pay for the post-call hours (up to eight hours) if the following conditions are met:

a. The employee is scheduled to work the day following the call.

b. The employee works either four hours between the hours of 11 PM and 7AM or the employee works 16 consecutive hours or more.

c. The post call hours count toward the calculation of overtime.

(g) Employees in any department in the bargaining unit who work 16 or more hours within a 24-hour period as a result of taking call who have less than eight hours off before the start of their next regularly scheduled shift shall be released from their scheduled shift with manager approval and may be paid through PTO or can go unpaid.

(h) If patient flow and staffing require, the Hospital will implement additional premiums for call for a time limited period based on the operational needs of the department. Premium rates will not be paid for call shifts that are voluntarily added by the RN.

(i) Call reporting time is the interval between receipt of the notice to report by the affected employee, and their expected time to report to their unit ready to work, in accordance with Hospital and departmental policy. In the event that Einstein desires to change the call reporting time in a department, Einstein shall provide at least six weeks' notice and negotiate with the Union.

(j) On-call assignments shall be scheduled and posted by the scheduling committee as part of the regular scheduling process. Call assignments shall be equitably distributed among qualified employees. Employees may relinquish their call assignments to other qualified employees with the consent of the manager, which shall not be unreasonably denied.

(k) See Temporary Side Letter for On Call Premium.

ARTICLE 14
MANAGEMENT RIGHTS

14.1 Management Rights

The management of the Hospital and the direction of the working force are vested exclusively with the Hospital. By way of example and not of limitation, except where expressly abridged by a specific provision of law, regulation or this Agreement, and without limitation by any past practice, the Hospital retains the sole right to hire; to discipline or discharge for just cause; to layoff, promote, transfer and assign its employees; to determine or change the starting or quitting time and number of hours worked; to promulgate or change reasonable working rules and regulations; to assign duties to the work force; to establish, expand, reduce, combine, consolidate or abolish any job classifications; as noted above, except as expressly limited by another provision of this Agreement, to determine staffing levels for any department or unit and adjust them from time-to-time; to organize, institute, enlarge, eliminate or reduce a department, unit or service; to introduce new or improved equipment, supplies and facilities and regulate the use of such equipment, supplies and facilities; to subcontract a service, unit, operation or other work after discussion with the Union and subject to bargaining over effects; to hire temporary nurses from or through agencies or brokers, providing such hiring does not have the effect of working a significant erosion of the bargaining unit: and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Hospital prior to the execution of this Agreement.

ARTICLE 15
GRIEVANCE PROCEDURE

15.1 In this Article and in Article 16, the following definitions apply:

(a) "Grievance" shall mean a complaint, dispute, controversy, or disagreement between an employee and the Hospital, or the Union and the Hospital, concerning the interpretation, application of, or compliance with, any of the provisions in this Agreement.

(b) "Days" shall mean calendar days. In this Article and in Article 16, whenever a period of time is specified, the day of the event or action which commences the period shall not be included for purposes of calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or holiday observed by the Hospital pursuant to this Agreement, the period shall be extended to the next day which is not a Saturday, Sunday or holiday observed by the Hospital pursuant to this Agreement.

15.2 The disposition of any Grievance at any step of the Grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between the Hospital and Union shall be final and binding upon the employee and any other persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Hospital and Union shall be final and binding upon all employees and any other persons affected.

15.3 The Hospital and the Union recognize that the goal of this Agreement's Grievance procedure is to attempt to resolve a Grievance at the lowest level possible with the least amount of time and resources. In furtherance of this goal, a Grievance shall be processed and disposed of in the following manner:

INFORMAL RESOLUTION: The employee, either directly or through a Union Representative, may first confer with the employee's supervisor or with such other person as the Hospital may designate and attempt to resolve the matter.

STEP ONE: If the dispute is not resolved informally, the Union must initiate the formal Grievance procedure by completing and delivering a written grievance form to the Hospital's designated email address or as otherwise directed in writing within 10 days of the date upon which the employee first became aware of, or reasonably should have become aware of, the events or circumstances which give rise to the Grievance in an attempt to effectuate a satisfactory settlement. The parties shall make best efforts to hold the Step One meeting within thirty (30) days of the filing. The Grievance shall set forth a description of the events surrounding the Grievance, the specific provision or provisions of this Agreement alleged to have been violated, the approximate time and date of the occurrence on which the Grievance is based, and the resolution or remedy requested. The Clinical Director, Associate Chief Nurse or designee shall have

10 days to give a written answer to the employee. If no satisfactory settlement is reached, the employee or Union may, within five days after the supervisor's answer, appeal to Step Two.

STEP TWO: If the Grievance is not satisfactorily resolved at Step 1, the Union shall submit the written Grievance to the Director of Human Resources (or the Director's designee), who shall have 10 days after receipt of the written Grievance to meet with the employee and the Union. Within 10 days of the meeting, the Director of Human Resources (or the Director's designee) shall return to the employee (with a copy to the Union) a written answer. If no satisfactory settlement is reached, the Union may, within 30 days after the Director of Human Resources' (or the Director's designee) answer, appeal to Step Three.

STEP THREE: If the Grievance is still not satisfactorily resolved, the Grievance may be appealed to an impartial arbitrator in accordance with Article 16 of this Agreement.

15.4 The time limits provided for in this Article may be extended only by mutual written agreement of the Hospital and the Union. Any Grievance not timely presented or any Grievance not timely appealed within the time limits provided for in this Article, shall be deemed waived and final. A Grievance not answered within the time limits provided for in this Article shall automatically advance to the next Step; provided, however, there shall be no such automatic advance to arbitration under Step 3.

15.5 A Grievance filed by the Union relating to contract interpretation may be presented initially at Step 2 but any relief granted in response to such a Grievance shall be prospective only, and shall not be retroactive. This language shall not apply to grievances initially filed at Step One.

15.6 A Grievance filed by the Union relating to a discharge or suspension may be presented initially at Step 2, provided that such Grievance is presented in writing within 10 days of the discharge or suspension.

15.7 The Hospital and Union agree that it is in the Hospital's and the Union's best interests to address Grievances in a timely, professional and ethical manner. Upon written request by a Union Representative, a Union Representative may inspect relevant material in the employee's personnel file upon which the Hospital is or will be relying. Such information will be provided in a timely manner.

15.8 The Hospital and the Union agree that employees having direct knowledge of facts giving rise to a Grievance should be free to participate on behalf of any party in all steps of the Grievance procedure after obtaining permission from his or her Nurse Manager to do so, whose approval shall not be unreasonably withheld. The aggrieved employee and any witnesses shall be permitted to spend reasonable amounts of time during scheduled working hours in handling and resolving Grievances in accordance with this Article.

ARTICLE 16
ARBITRATION

16.1 If the Grievance is not satisfactorily resolved at Step 2, upon the request of the Union or the Hospital, the Grievance may be submitted to arbitration for resolution under the then-prevailing Voluntary Labor Arbitration Rules of the American Arbitration Association ("AAA"). The request for arbitration must be made in writing within (30) days after the Director of Human Resources' (or the Director's designee) answer in Step 2. Unless otherwise agreed in writing by mutual agreement of the Union and Hospital, only one grievance shall be submitted in a single arbitration. A Union request for arbitration will be sent to the Vice President of Human Resources.

16.2 If the Union and the Hospital cannot agree upon an impartial arbitrator, an arbitrator shall be selected by AAA in accordance with the then- prevailing Voluntary Labor Arbitration Rules of AAA.

16.3 The arbitrator shall have no power to add to, to subtract from, modify, vary, remove or change any of the terms or provisions of this Agreement. The arbitrator shall have jurisdiction only over Grievances as defined in Article 15. The scale of wages established by this Agreement shall not be changed by any arbitration decision. The award shall be based the questions raised by the parties in respect to the specific interpretation and application of this Agreement. The arbitrator's decision will be final and binding upon all employees, the Union, and the Hospital.

16.4 The arbitrator shall hear the Grievance as expeditiously as possible and shall render a written decision within 30 days after the conclusion of the hearing or submission of briefs (whichever is later), unless otherwise extended in writing by mutual agreement of the Union and the Hospital.

16.5 The fees and expenses of the American Arbitration Association and the arbitrator shall be shared equally by the parties. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use. Where both parties desire a transcript, they shall share the cost equally.

16.6 Any award for back pay shall have deducted therefrom any unemployment compensation or other compensation that the aggrieved employee may have received from any source during the period for which back pay is claimed.

ARTICLE 17
SEPARABILITY

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

ARTICLE 18
RESIGNATION

18.1 Employees covered by this Agreement shall give at least two weeks' notice of their intent to voluntarily resign their employment with Einstein. Employees who are selected for an internal transfer or promotion within Einstein shall provide the same notice to their current unit.

18.2 Resignations should be confirmed orally or in writing including the reason for leaving and the effective date. Employees who orally resign shall receive a written confirmation from their manager.

18.3 If an employee provides less notice than requested, Einstein may deem the individual to be ineligible for rehire depending upon the circumstances regarding the notice given.

18.4 Einstein reserves the right to provide an employee with pay in lieu of any or all of the notice period in situations where job or business needs warrant such action. Such a decision should not be perceived as reflecting negatively on the employee since it may be due to a variety of reasons not known to the individual or other employees. Where an orientee gives notice of resignation, Einstein may waive all or part of the notice period without payment.

18.5 Once Einstein and the employee have confirmed the resignation in writing, employees will not be allowed to rescind a resignation without Hospital approval.

18.6 An employee's notice period may include pre-approved PTO days, assuming the employee still provides two weeks of working time during their notice period. The approval of accrued benefit time after notice is given is permitted in emergent situations with the approval of the employee's manager.

ARTICLE 19
NO STRIKE OR LOCKOUT

19.1 No employee shall engage in any strike, sit-down, sit-in, slow-down, sick-out, cessation, stoppage or interruption of work, boycott, picketing of any kind (including, but not limited to, informational picketing), or other interference with the operations of the Hospital, including actions in support of employee claims against or interests in respect of the Hospital or in support of any other organizations (including but not limited to other labor organizations), causes, purposes or objectives of any kind or nature whatsoever; nor shall the Union, its officers or agents, in any way, directly or indirectly, authorize, assist, encourage, ratify, condone, participate in or sanction any such activity.

19.2 It is mutually agreed that there shall be no strike or interference with work on the part of the Union, or a lockout on the part of the Union, or a lockout on the part of the Hospital for any cause whatsoever during the period of this Agreement.

19.3 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, sick- out, cessation, stoppage or interruption of work, boycott, picketing of any kind (including, but not limited to, informational picketing), or other interference with the operations of the Hospital, including actions in support of other labor organizations, occur, the Union shall, immediately upon /a request by the Hospital:

(a) Publicly disavow such action by the employees.

(b) Advise the Hospital in writing that such action by employees has not been called or sanctioned by the Union.

(c) Notify employees that such action is in violation of this Agreement and instruct such employees to cease such action and return to work immediately.

(d) Post notices at Union bulletin boards advising that such action is in violation of this Agreement, and instructing employees to return to work immediately.

19.4 Any employee engaging in activity prohibited by this Article shall be subject to discharge, and the only question which may become the subject matter of the grievance and arbitration provisions of this Agreement shall, in the event of such disciplinary action, be the question of whether the employee so disciplined, did, in fact commit any of the acts prohibited in this Article.

19.5 In the event of an alleged or asserted breach of this Article, either the Hospital or the Union may resort to courts with competent jurisdiction or may follow the contractual Grievance/Arbitration procedure.

ARTICLE 20
PERSONNEL PRACTICES

20.1 Performance Accountability

(a) Employees shall be subject to the same performance and disciplinary standards as other similarly-situated Einstein employees, as they may exist from time-to-time, subject to the just cause standard and grievance and arbitration procedures of this Agreement. The Hospital agrees that for the term of this Agreement, it will not change the performance and disciplinary standards in a manner materially adverse to the bargaining unit.

(b) Suspensions pending investigation without pay shall not exceed one calendar week. Such suspensions may be extended with pay. The Hospital and the Union acknowledge that investigations should be conducted in a timely manner. The Hospital will meet at least once with the suspended bargaining unit member for an investigatory interview during the first week of any investigatory suspension. The Hospital will not suspend an employee pending investigation for more than six (6) weeks without agreement with the Union.

20.2 Performance Evaluations.

Employees shall be subject to periodic reviews of their performance in accordance with generally-applicable Einstein policy. The employee shall be permitted to review the evaluation and shall sign the evaluation form to signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation. Any employee who is aggrieved by the content of such evaluation shall have the right to place a written response in his/her personnel file. The substance of the evaluation shall not be subject to the grievance and arbitration process except that when the evaluation results in an overall rating of failing to meet expectations, the employee may utilize the informal resolution process of the grievance procedure and no other steps of the grievance procedure.

20.3 Personnel Files

(a) Material addressing an individual's performance or conduct shall not be placed in the personnel file without being shown to the individual involved. Materials addressing an individual's performance or conduct which have not been shown to the individual may not be used as a basis of discipline.

(b) An employee and/or the Union, with the employee's written consent, shall have the right to review the contents of the employee's personnel file upon reasonable request in the presence of an HR representative within four working days of the request. The right to review a personnel file does not include the right to make changes to its contents. Routine inspections of a personnel file not in connection with any specific issue or event involving the employee will normally be limited to once per year. The Union agrees not to utilize this right in an abusive or excessive manner.

ARTICLE 21
PAST PRACTICES

21.1 All past practices inconsistent with this Agreement are eliminated, unless continued by Einstein under the discretion conferred by Article 14 (Management Rights) or as otherwise specifically agreed by the parties.

ARTICLE 22
PTO & SICK TIME

22.1 PTO Time

For the term of this Agreement employees will receive PTO as per the schedules below.

The terms of such plan shall not be changed in a manner that materially and adversely affects participating employees, the Hospital agrees that employees will keep their accumulated PTO bank.

(i) Registered Nurse employees shall accumulate PTO time as follows, prorated according to FTE status. The following chart outlines the PTO bank annual maximum accruals and PTO bank hourly accumulations per pay period. Annual accumulations are based on an employee scheduled to work eighty (80) hours biweekly.

Years of Service	Annual PTO Hours	Annual PTO Bank Maximum	PTO Hourly Accrual Per Pay Period
1-9 years	160 hours	240 hours	6.1538
10+ years	200 hours	300 hours	7.6923

(ii) Nurse Practitioner employees shall accumulate PTO time as follows, prorated according to FTE status. The following chart outlines the PTO bank annual maximum accruals and PTO bank hourly accumulations per pay period. Annual accumulations are based on an employee scheduled to work eighty (80) hours biweekly.

Years of Service	Annual PTO Hours	Annual PTO Bank Maximum	PTO Hourly Accrual Per Pay Period
1-9 years	200 hours	300 hours	7.6923
10+ years	216 hours	324 hours	8.3077

(iii) Employees who were hired prior to July 4, 2010 and who give notice of resignation as outlined in Article 18, or where employment is terminated or who convert to the weekend program, shall be entitled to receive payment for two (2) weeks, prorated to FTE status, of unused PTO time earned as of the effective date of the resignation or termination.

22.2 Sick Time

(a) For the duration of this Agreement, all employees shall continue to be covered by the Sick Time Program in effect at the time the agreement is signed. The terms of the Sick Time Program shall not be changed in a manner materially adverse to participating employees.

ARTICLE 23
PAID LEAVE

23.1 Bereavement Leave

(a) Eligible employees will be granted up to three (3) days bereavement in the event of the death of the employee's spouse or domestic partner, father, mother, child (including legal guardianship arrangements and miscarriages), grandchild, grandparent or siblings.

(b) Eligible employees will be granted one day bereavement in the event of the death of the employee's parent/brother/sister/daughter/son- in-law.

(c) Einstein understands people define family in different ways and will be respectful of variants from this description, with the understanding that the provision of paid bereavement leave in the case of the death of persons other than those mentioned in subparagraphs (a) & (b) above will be in Einstein's sole discretion. An employee who does not meet the eligibility requirements for, or is not otherwise granted, paid bereavement leave may be excused from work without pay or may apply PTO time with the approval from their manager and/or department director.

(d) An "eligible employee" is a full- or regular part-time employee scheduled to work a minimum of 40 hours bi-weekly, who has completed their 90-day benefit eligibility period, and does not include a per- diem RN.

(e) In the event that a death in the immediate family occurs during a period when the employee is off duty due to a scheduled day off for which the employee is applying Paid Time Off ("PTO") or sick time, upon proof of such bereavement, up to three (3) days of his/her PTO and/or sick time may be charged to bereavement leave.

(f) The employee must notify his/her supervisor of his/her plan to be absent before the beginning of his/her scheduled shift. Proof that a death has occurred may be required at the discretion of the employee's manager and/or department director. Proof of death may consist of a death certificate, newspaper notice, etc.

23.2 Jury Duty

(a) Leave Entitlement. An employee who is called to jury duty shall be entitled to leave. Einstein will pay an employee his/her base rate for his/her regularly scheduled shift for jury service. The employee is entitled to keep monies paid by the court for jury service. It is an expectation that employees will keep his/her supervisor up to date and informed regarding extended jury duty service. The employee and his/her supervisor should discuss length of time away, coverage and options available.

(b) Procedures and Restrictions

(i) An employee must present the jury duty summons to his/her supervisor as soon as he/she receives the summons from the court. Any undue delay in the presentation of the summons may preclude the employee from payment under this policy. In no case will the employee receive payment for jury service if the supervisor receives the summons less than 48 hours before the report time for jury service.

(ii) If the supervisor feels that jury service by this employee at this time would hamper department operations, the supervisor should contact their Human Resources Service Specialist to discuss available strategies to help the employee secure an excuse from service. If the court does not excuse the employee, the employee must report for jury service.

(iii) When the employee needs to serve on a jury, the supervisor shall adjust the employee's schedule to allow the employee to report for jury service.

(iv) If an employee normally works evening or night shift and must attend jury duty during the day, the supervisor will excuse the employee from working the normal shift for that evening or the prior night, if applicable.

(v) At the end of jury duty, the employee must submit the receipt from the court to his/her supervisor. The supervisor ensures that appropriate notation is made on the employee's payroll record. The department timekeeper shall submit the receipt to the Payroll Department according to standard payroll procedures.

(vi) The employee will receive payment as part of the regular paycheck. Einstein will pay an employee his/her base rate for his/her regularly scheduled shift.

(vii) If the court excuses an employee from jury service on a regularly scheduled workday, the employee must contact his/her supervisor as promptly as possible. The employee should be ready and available to report for work if the supervisor makes the request.

(viii) Einstein will not pay an employee for more than the normal day's pay for any day that an employee works and performs jury service. The jury service hours paid shall be at the rate for the employee's regularly scheduled shift.

23.3 All full and regular part-time employees will be entitled to up to four weeks paid leave, at the employee's regular hourly rate, for the preparation and recovery from organ donations.

ARTICLE 24
UNPAID LEAVES OF ABSENCE

Except as short-term disability may be modified by changes in Article 12, Unpaid Leave will be governed by the language below.

24.1 FMLA Eligibility

Employees may be eligible for up to twelve (12) workweeks of leave in any rolling twelve (12) month period in accordance with the Family and Medical Leave Act. Employees are eligible for FMLA if, on the date the leave commences, they: a) have been employed by Jefferson Health for at least twelve (12) months; and b) have worked at least one thousand, two hundred and fifty (1,250) hours during the rolling twelve (12) month period prior to the commencement of leave.

If an employee is not eligible for FMLA at the commencement of a leave of absence, but subsequently meets the eligibility requirements during the leave of absence, any absences incurred in connection with the leave

after the employee meets FMLA eligibility requirements will be FMLA-covered. Absences taken prior to becoming eligible shall not be treated as FMLA.

Employees shall be eligible for a total of up to twelve (12) workweeks of FMLA in any twelve (12) month rolling period, notwithstanding the number of certifications completed or separate leave(s) of absence applied for in the twelve (12) month rolling period.

If an employee takes leave under the FMLA that is also covered by Workers' Compensation, or any other law, such leaves shall run concurrently and shall count simultaneously against the employee's entitlement under each respective law.

24.2 Qualifying Reasons For FMLA Leave

Eligible employees may take leave under the FMLA for the following reasons:

- to care for one's spouse, child or parent if such spouse, child or parent has a serious health condition as defined by the Family and Medical Leave Act.
- because of the birth of a child, in order to care for such newborn child, or because of the placement of a child for adoption or foster care. Parental leave must be completed within twelve (12) months of the birth or placement to which the FMLA relates. Proof of birth, adoption or foster care must be presented upon request.
- for one's own serious health condition, including pregnancy, as defined by the Family and Medical Leave Act, which makes the employee unable to perform the functions of his or her position. The employee must contact the Designated Third-Party Administrator and provide a complete and sufficient Certification of Health Care Provider for Employee's Serious Health Condition form.

24.3 Continuous FMLA Leave, Intermittent FMLA Leave, Or Reduced Work Schedule FMLA Leave

Where necessary and supported by information provided in the Medical Certification to the Designated Third-Party Administrator, leave covered by FMLA may be taken continuously (i.e., in a single block), intermittently (i.e., as separate blocks of time), or on a reduced work schedule (i.e., reducing an employee's usual weekly or daily schedule). Employees must attempt to schedule such intermittent or reduced work so as to minimize the disruptions to Jefferson's operations.

Employees who are on an approved intermittent FMLA leave must, at the time an FMLA absence is requested, indicate to both their department (in

accordance with the departmental call-out procedure) and the Designated Third-Party Administrator that the absence is pursuant to an approved FMLA in order for the absence to be recorded as an FMLA-covered absence. Employees on intermittent or reduced-schedule leave may be temporarily reassigned to an alternative position (at the same pay and benefits) which better accommodates Jefferson's business needs during the employee's leave.

24.4 Time Off Accrual While On FMLA Leave

No earned time off (such as ETO, PTO, PPL, Vacation, EIB, ELB, LTS, ESL, Sick time or any other type of earned time off) will be accrued while an employee is on an FMLA leave of absence.

24.5 Use of Paid And Unpaid Leave

An employee who is taking an approved FMLA leave because of the employee's own serious health condition, the serious health condition of a family member, or for parental leave must use their accrued paid leave, as set forth below, before being eligible for unpaid leave. All normal and customary deductions will continue while an employee on FMLA leave is being paid by Jefferson.

24.6 Payment During An FMLA Leave Of Absence

(a) If an employee who accrues Paid Time Off (ETO, PPL, PTO, Vacation) is on an approved FMLA medical leave of absence and either does not have short term disability (STD) benefits and/or STD has not been approved, such employee must first use available Illness Hours (EIB, ELB, ESL, LTS, Sick) until all such time is exhausted in order to be paid during an approved FMLA medical leave of absence. Notwithstanding this exhaustion requirement, employees have the option to reserve up to 40 hours of Paid Time Off. If such employee does not have any Illness Hours or exhausts all available Illness Hours, Paid Time Off (ETO, PPL, PTO, Vacation) must be used until such available time is exhausted. Notwithstanding this exhaustion requirement, employees have the option to reserve up to 40 hours of Paid Time Off. If such employee has no accrued Paid Time Off available and/or upon exhaustion of all available (non-reserved) Paid Time Off, the FMLA medical leave will be unpaid.

(b) If an employee who accrues Paid Time Off (ETO, PPL, PTO, Vacation) is on an approved FMLA leave for their own serious health condition and has STD coverage and STD benefits have been approved, the manner in which the employee is paid will depend on whether the employee has available Illness Hours and/or Paid Time Off. Whether an employee qualifies for STD benefits will be determined by the Third-Party Administrator.

- For such employees who have Illness Hours, all such time must be exhausted before STD payments begin. Upon exhaustion of the employee's Illness Hours, STD payments will begin and will be paid by the disability insurer in accordance with the terms of the STD plan. In the event there is a gap or shortfall between the employee's weekly pay and the amount of the weekly disability payment, such employees must use available Paid Time Off to supplement the disability payment and make up the gap or shortfall until such Paid Time Off is exhausted. Notwithstanding this exhaustion requirement, employees have the option to reserve up to 40 hours of Paid Time Off. Employees who have applied for STD will not receive weekly disability payments (and therefore will not be able to use available Paid Time Off to supplement such payments) until after the Third- Party Administrator approves the payment of STD benefits.

- Employees who do not have enough available Illness Hours to cover the first seven (7) calendar days of their absence must exhaust all available Illness Hours before using Paid Time Off. If such employee has no Illness Hours and/or upon exhaustion of all available Illness Hours, Paid Time Off will be used for up to the first seven (7) calendar days of the approved FMLA medical leave, if available. Any days during this first seven (7) calendar day period for which the employee does not have available Illness Hours or Paid Time Off will be unpaid. On the 8th calendar day or after the Third- Party Administrator has approved the disability claim (whichever is later), STD payments will begin and will be paid by the disability insurer in accordance with the terms of the STD plan. In the event there is a gap or shortfall between the employee's weekly pay and the amount of the weekly disability payment, such employees must use available Paid Time Off, if any, time to supplement the disability payment to make up the gap or shortfall until such Paid Time Off is exhausted. Notwithstanding this exhaustion requirement, employees have the option to reserve up to 40 hours of Paid Time Off. Employees who have applied for STD will not receive weekly disability payments (and therefore will not be able to use available Paid Time Off to supplement such payments) until after the Third- Party Administrator approves the payment of STD benefits.

24.7 Employees on FMLA Leave to Care For a Qualifying Family Member or For Parental Leave

An employee on an approved FMLA-qualifying parental or dependent care leave must use all available Paid Time Off (ETO, PTO, PPL, and Vacation) until all such available Paid Time Off is exhausted. Notwithstanding this exhaustion requirement, employees have the option to reserve up to 40 hours of Paid Time Off.

If such employee has no accrued Paid Time Off available and/or upon exhaustion of all available Paid Time Off, the time out on an FMLA leave to care for a qualifying member and/or for parental leave will be unpaid.

24.8 Employee's Health Benefits During FMLA Leave

The same group health plan benefits an employee receives prior to taking FMLA leave will be maintained during the FMLA leave on the same basis as coverage is provided prior to taking FMLA leave. Jefferson shall continue to pay any share of the group health plan it paid prior to the employee taking FMLA leave. Any portion of the health insurance premiums paid by the employee will still be the responsibility of the employee. During the time that the employee on FMLA leave is receiving a Jefferson-issued paycheck, Jefferson shall continue to deduct any portion of the premiums owed by the employee. During any period of unpaid FMLA leave, benefit deductions will accumulate in arrears and will begin to be deducted, at a rate of one additional deduction per pay period, once the employee returns to work.

24.9 Procedure

Employees wishing to apply for FMLA leave must Contact the Designated Third-Party Administrator. Employees applying for FMLA leave must provide the Designated Third-Party Administrator with the appropriate and fully completed Certification of Health Care Provider form. Employees are responsible for ensuring that their (or their family member's) health care provider(s) complete the required form(s) and otherwise furnish the Designated Third-Party Administrator with sufficient information to support their application for FMLA leave.

Employees wishing to take FMLA leave must contact the Designated Third-Party Administrator thirty (30) days in advance of the need for FMLA leave. Where an employee is unable to provide thirty (30) days' notice, such notice must be provided as soon as they learn of the need for FMLA leave. Except in extraordinary cases, notice shall be given as soon as possible or practical. Normally, notice must be given the day the employee learns of the need for FMLA leave or the next business day. Failure to provide required notice may delay the approval and start of FMLA leave.

Employees are required to report time taken against an approved FMLA leave within seven days after the start of the absence. Absences reported outside of the seven-day period may be considered unscheduled and subject to discipline pursuant to the applicable attendance policy.

24.10 Return to Work

Employees on an FMLA leave of absence are expected to return by the date identified by the Designated Third-Party Administrator. Employees on a continuous FMLA leave of absence must notify their department supervisor of their intent to return to work at least two (2) weeks prior to the expiration of their leave.

Employees on an FMLA medical leave of absence may not return to work without having followed the return-to-work process. Employees must return a Fitness for Duty note from their physician to the Designated Third- Party Administrator. Employees requesting to return from leave with an accommodation must submit the request for a reasonable accommodation form to the Designated Third-Party Administrator and receive an approval prior to returning to work.

Generally, employees on FMLA leave are guaranteed to return to the same or an equivalent position if they return to work prior to or immediately after exhausting their FMLA entitlement. "Key employees," as defined by the FMLA, may be denied restoration of employment by Jefferson where such restoration of employment would cause substantial and grievous economic injury to Jefferson's operations. Employees will be informed at the time of their request FMLA if they are considered a Key employee under the FMLA.

If the employee's position would have been eliminated and/or changed even if the employee had not taken FMLA, the employee will not be guaranteed restoration to the same or equivalent position upon return to work.

24.11 Termination of Employment

Employees who fail to return to work by the date identified, and who have not obtained an extension of their leave of absence, may be considered to be on an unauthorized absence and therefore may be subject to disciplinary action, up to and including termination. In addition, Jefferson may recover its share of health plan premiums paid during the period of unpaid FMLA if the employee fails to return to work after their FMLA leave has been exhausted or expires, unless they fail to return to work due to:

- the continuation, recurrence or onset of the employee's or family member's serious health condition, which such condition would otherwise qualify for FMLA; or
- other circumstances beyond the employee's control, such as the serious health condition of a newborn child, the unexpected transfer of a spouse to a job location more than seventy-five (75) miles from the employee's work site, a layoff, etc.

If an employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition or disability, they must advise the Designated Third-Party Administrator immediately. Additional medical certification of the serious health condition and/or disability may be required.

24.12 Jefferson Family Care Leave of Absence

A Jefferson Family Care Leave of Absence may be granted either to care for a family member with a serious health condition or to care for or bond with a newborn or newly-placed (adopted or foster) child. Jefferson Family Care Leaves of Absence may not be taken intermittently. The total amount of leave that can be taken to care for a family member with a serious health condition or to care for or bond with a newborn or newly-placed child (including FMLA-qualifying leave and non-FMLA Jefferson Family Care Leave) shall not exceed a combined total of twelve (12) weeks in a rolling twelve (12) month period.

(a) Providing Care to a Family Member with a Serious Health Condition

A Jefferson Family Care Leave of Absence may be taken for the purpose of providing care to a family member who has a serious health condition ("Jefferson Dependent Care Leave"). The employee's immediate family, for the purposes of determining eligibility for a Jefferson Dependent Care Leave, includes one's spouse, parents or children who are either under eighteen (18) years of age or incapable of self-care. Parents include those individuals who stood "in loco parentis" to an employee. Children include a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing "in loco parentis."

(b) Caring for or Bonding With a Newborn Child or Newly Placed Child

A Jefferson Family Care Leave of Absence may be approved to enable an employee to bond with or care for a newborn child or newly placed (adopted or foster) child ("Jefferson Bonding Leave"). Jefferson Bonding Leave must be taken within the first twelve (12) months after the date of such birth or placement. An employee may apply for Jefferson Bonding Leave in anticipation of a birth and/or to commence after any available FMLA leave has expired. Jefferson Bonding Leave requires manager approval.

24.13 Jefferson Medical Leave of Absence

A Jefferson Medical Leave of Absence may be granted to employees for their own serious health condition who either are not eligible for FMLA leave (due to insufficient hours or tenure) or who have exhausted their FMLA leave. The total amount of leave that employees can take for their

own serious health condition (including FMLA-qualifying leave and Jefferson Medical Leave) shall not exceed a combined twenty-six (26) weeks in a rolling twelve (12) month period unless a longer amount of time is approved as a reasonable accommodation under the Americans with Disabilities Act. An application for Jefferson Medical Leave of Absence must be supported by a health care provider certification establishing that the leave is medically necessary.

Jefferson Medical Leaves of Absence may not be taken intermittently, unless intermittent leave is approved as a reasonable accommodation under the Americans with Disabilities Act.

24.14 Personal Leave of Absence

A Personal Leave of Absence may be granted for up to twenty-six (26) weeks in duration. Whether an employee can take a Personal Leave, and the length of time for which an employee will be permitted to take such a leave, shall be determined by the employee's Department head based on departmental needs. A Personal Leave of Absence may not be taken intermittently.

24.15 Time Off Accrual While on A Leave of Absence

No earned time off (such as ETO, PTO, PPL, Vacation, EIB, ELB, LTS, ESL, Sick time or any other type of earned time off) will be accrued while an employee is on a Leave of Absence.

24.16 Use of Paid And Unpaid Leave On A Leave Of Absence

An employee who is taking a Jefferson Medical Leave of Absence, Personal Leave of Absence or Jefferson Family Care Leave of Absence must use their accrued paid leave, as set forth below, before being eligible for unpaid leave. All normal and customary deductions will continue while an employee on Leave is being paid by Jefferson.

24.17 Payment for Employees Who Accrue Paid Time Off

(a) Employees on a Jefferson Medical Leave of Absence

If an employee who accrues Paid Time Off (ETO, PPL, PTO, Vacation) is on an approved Jefferson Medical Leave and either does not have short term disability (STD) benefits and/or STD has not been approved, such employee must first use available Illness Hours (EIB, ELB, ESL, LTS, Sick) until all such time is exhausted in order to be paid during an approved Jefferson Medical Leave of Absence. If such employee does not have any Illness Hours or exhausts all available Illness Hours, Paid Time Off (ETO, PPL, PTO, Vacation) must be used until such available time is exhausted. Notwithstanding this exhaustion requirement, employees have the option to reserve up to 40 hours of Paid Time Off. If such employee has no accrued

Paid Time Off available and/or upon exhaustion of all available (non-reserved) Paid Time Off, the Jefferson Medical Leave will be unpaid.

If an employee who accrues Paid Time Off is on an approved Jefferson Medical Leave and has STD coverage and STD benefits have been approved, the manner in which the employee is paid will depend on whether the employee has available Illness Hours and/or Paid Time Off. Whether an employee qualifies for STD benefits will be determined by the Third-Party Administrator.

- For such employees who have Illness Hours, all such time must be exhausted before STD payments begin. Upon exhaustion of the employee's Illness Hours, STD payments will begin and will be paid by the disability insurer in accordance with the terms of the STD plan. In the event there is a gap or shortfall between the employee's weekly pay and the amount of the weekly disability payment, such employees must use available Paid Time Off to supplement the disability payment to make up the gap or shortfall until such Paid Time Off is exhausted. Notwithstanding this exhaustion requirement, employees have the option to reserve up to 40 hours of Paid Time Off.
- Employees who do not have enough available Illness Hours to cover the first seven (7) calendar days of their absence must exhaust all available Illness Hours before using Paid Time Off. If such employee has no Illness Hours and/or upon exhaustion of all available Illness Hours, Paid Time Off will be used for up to the first seven (7) calendar days of the approved Jefferson Medical Leave, if available. Any days during this first seven (7) calendar day period for which the employee does not have available Illness Hours or Paid Time Off will be unpaid. On the 8th calendar day or after the Third- Party Administrator has approved the disability claim (whichever is later), STD payments will begin and will be paid by the disability insurer in accordance with the terms of the STD plan. In the event there is a gap or shortfall between the employee's weekly pay and the amount of the weekly disability payment, such employees must use available Paid Time Off, if any, time to supplement the disability payment to make up the gap or shortfall until such Paid Time Off is exhausted. Notwithstanding this exhaustion requirement, employees have the option to reserve up to 40 hours of Paid Time Off. Employees who have applied for STD will not receive weekly disability payments (and therefore will not be able to use available Paid Time Off to supplement such payments) until after the Third- Party Administrator approves the payment of STD benefits.

(b) Payment for Employees on Jefferson Family Care Leave of Absence

An employee on an approved Jefferson Family Care Leave of Absence must use all available Paid Time Off (ETO, PTO, PPL, and Vacation) until all such available Paid Time Off is exhausted. Notwithstanding this exhaustion requirement, employees have the option to reserve up to 40 hours of Paid Time Off.

If such employee has no accrued Paid Time Off available and/or upon exhaustion of all available Paid Time Off, the time out on a Jefferson Family Care Leave of Absence will be unpaid.

(c) Payment for Employees on Personal Leave of Absence

An employee on an approved Personal Leave of Absence must use all available Paid Time Off until all such available Paid Time Off is exhausted. Notwithstanding this exhaustion requirement, employees have the option to reserve up to 40 hours of Paid Time Off.

If such employee has no accrued Paid Time Off available and/or upon exhaustion of all available Paid Time Off, the time out on a Personal Leave of Absence will be unpaid.

(d) Einstein's Short-Term Disability, Long Term Disability policies, as they apply to these policies, remain unchanged.

(i) Where an Employee qualifies for short term disability under the Einstein short term disability plan, any unused sick leave and/or PTO will be applied during the elimination period under the same terms as currently apply. It shall also be applied during the period of paid Short-Term Disability unless the employee advises the Hospital that the employee chooses not to utilize all or part of such, paid leave while receiving disability benefits.

24.18 Leave for Union Activity

(a) An employee who wishes to accept a position with the Union may apply for an unpaid personal leave under the terms of section 24.14 of this Article. No more than one bargaining unit member will be eligible for such a leave at any one time.

(b) If notice is given prior to posting the schedule, up to three employees will be granted an unpaid leave of up to two weeks from work for the purposes of engaging in Union business, including but not limited to Union Conventions, meetings, conferences, and other activities, patient care permitting and these requests shall not be unreasonably denied. If, subsequent to the posting of the schedule, an employee can themselves find others to cover their shifts for up to the same two-week period which does not incur an overtime obligation, the

employee shall be granted the leave. The employee shall not suffer any loss of seniority or other benefits as a result of such leave. This shall not be read to prohibit additional employees using PTO in accordance with PTO procedures to engage in Union activity.

ARTICLE 25
EDUCATION, TRAINING AND JOB ASSIGNMENTS

25.1 In-Service Training and Education

(a) Einstein shall provide meaningful in-service education to all employees. This shall include its current practice of scheduling in-service training when implementing new equipment or practices, in connection with annual competency requirements and in similar situations. Courses will be scheduled so as to be reasonably accessible to all shifts. Einstein shall also continue its current practice of making on-line CEU training opportunities available to employees at no cost.

(b) In the event an employee is required to attend an in-service session, such employee shall be paid for all hours scheduled at the shift rate applicable at the time of attendance at the session. Required attendance shall be considered as time worked in the computation of overtime. Einstein will upon request make reasonable efforts to schedule required in-service sessions during an employee's scheduled work hours. If an employee believes that completing required in-service(s) during work hours is not feasible, the employee should discuss a plan for completing the requirement(s) with their manager.

25.2 When Einstein requires attendance at an external conference or seminar, an employee shall attend without loss of pay and such reasonable fees and expenses shall be borne by Einstein. When requested by the employee, payment will be made in advance of the conference or seminar where feasible.

(a) An employee may request time off to attend conferences, seminars and workshops not required by Einstein but which are related to the nursing field to further professional growth and development. Such requests must be made to the relevant committee (for employees in the Nursing Service Organization) or supervisor (for employees in other units) at least six weeks in advance and will be considered under existing standards. Confirmation of approval or disapproval will be e-mailed to the employee within 14 days from request. Paid conference days may be approved by Einstein in its sole discretion. PTO may be used for any unpaid conference days.

251.3 Certification Requirements

Specific certification requirements for particular positions or units shall be included in the relevant job description. Einstein may amend such job descriptions from time-to-time to add additional certification requirements for a position or unit provided that incumbent employees are provided with a reasonable time in which to meet the new requirement.

251.4 Preceptors

(a) Staff nurses who volunteer may be selected by Einstein to serve as Preceptors and shall be assigned on an equitable basis. If there are not enough volunteers, Einstein may assign staff nurses to serve as Preceptors. Preceptors shall receive instructions covering the content of the orientation program and their role as Preceptors. Preceptors assist in the new employee orientation and serve as clinical resource persons and role models for new employees. Preceptors shall have a minimum of one-year experience and be six months beyond their probationary period. The relevant Nurse Manager shall provide for an orientation of new Preceptors.

(b) Staff nurses shall be given at least one week's notice of their assignment as the principal Preceptor for a new employee. No such notice shall be required when a staff nurse is assigned as a temporary or substitute Preceptor in the absence of the principal preceptor.

25.5 Tuition Reimbursement

Employees shall be entitled to participate in Einstein's Tuition Assistance Program on the same terms as all other Einstein employees. If an employee utilizes this Program to obtain an advanced practice nursing degree and Einstein is unable or unwilling to place the employee in an advanced practice nursing position within six months of completion of the degree, the balance of the employee's one-year employment commitment will be waived. Einstein shall maintain this program at current levels for the duration of this Agreement.

25.6 Certification Bonus

(a) Full-time and part-time staff nurses who hold a relevant and approved certification (as currently exists on the Magnet recognized list of specialty Certifications) will be paid a certification allowance of $1,500 per year, paid once per year, paid to each employee on the schedule set forth in the Certification Policy. This increase in the certification bonus will be effective on July 1, 2017, the same date as the changes in the RN Excellence Guidelines provided for in Section 25.6

Excluding payments tied to a Clinical Ladder program, should non-exempt employees within the Jefferson Health system receive

a standalone certification bonus greater than the above, bargaining unit employees who receive a certification bonus will receive the higher amount, regardless of the non-exempt or exempt status of the bargaining unit employee.

(b) Einstein will pay for an eligible staff nurse to take a required certification exam twice, but a nurse who fails such an exam on the first attempt will be put on a review and retesting plan prior to the second attempt. The review and retesting plan may include additional education which, if required by Einstein, will be paid for by Einstein.

(c) Einstein will pay for a successfully-passed, non-required certification exam.

25.7 Einstein Healthcare Network RN Excellence Guidelines FY16. Effective July 1, 2017 Certification, Charge Nurse and Preceptorship shall be removed as criteria from the existing RN Excellence program and the payout of the program shall be changed to $2,000.00 for the first portfolio and $1,000.00 for each of two additional portfolios. The RN Excellence Program, as so modified, will remain in place for the duration of this agreement.

25.8 Charge Nurses

In order to be assigned as a Charge Nurse under Article 28 (Staffing), a nurse:

(a) Must have at least two years of nursing experience

(b) Receive an orientation from the relevant Nurse Manager or designee, and

(c) Be precepted as a Charge Nurse for at least two shifts

ARTICLE 26
REASSIGNMENT

26.1 RN Reassignment

(a) It is understood by the parties that staffing patterns are variable due to changes and fluctuations in acuity and census. Such changes and fluctuations are not predictable and may result in employees covered by the Agreement being reassigned to other units prior to the completion of their shift. For purposes of this Article, reassignment means a temporary (no more than part of or a whole one shift assignment) to a unit other than an employee's regularly assigned unit. It shall not be the policy of the hospital to staff by reassignment, but rather to view reassignment as a method to provide safe staffing. In cases of reassignment, the charge nurses of the affected units may request at the time of reassignment, and be provided, the reasons for the reassignment, if not provided in advance.

(b) Except as provided herein, no nurse originally hired into the bargaining unit will be reassigned, involuntarily, to other Legacy Einstein facilities. However, this restriction shall not apply in the case of nurses hired into positions or units which regularly rotate among Legacy Einstein facilities (defined as Elkins Park, Moss Rehab, Willowcrest, Center One, Einstein Montgomery) including: OR/ Surgical Services; Interventional Radiology; Pre-Admission Testing; Pain Institute; Cancer Center; Cardiology; and OB. The requirement of such rotation will be included in the offer letter of future nurses hired into these positions. Einstein will not expand the scope of such rotations without the agreement of the Union.

26.2 Patient Safety

(a) Employees will not be reassigned from their home unit if it would create a staff shortage in the home unit, except in cases where patient safety requires it and all efforts to fill the vacancy are made. All efforts will be made to fill unit vacancies with staff that possess the competencies and skill set for that unit before reassignment of staff who would require a modified assignment. Per- Diem and employees working additional shifts will not be automatically cancelled to fulfill staffing hours of employees from other units. In this case, the overstaffed unit will reduce their staffing by use of the rotational time off process. When it is necessary to reassign RNs to another unit to meet patient care needs, RNs will only be reassigned to partner units unless all other efforts to fill the vacancy have been exhausted. When RNs are reassigned who do not possess the competencies for that unit, a modified assignment will be made per the then-applicable Reassignment Guidelines and as outlined in 26.2(f).

(b) For purposes of subsection (a) above, the partner units are:

(i) Step Down (PCU/SSU/NSU)

(ii) Medical/Surgical, Telemetry & Observation

(Employees in the Observation Unit may also be reassigned to the Emergency Department, but Emergency Department employees shall not be reassigned).

(iii) Women's & Children's

(iv) ICUs

(v) Behavioral Health

(vi) OR and Pain Institute

(vii) PACU and SPU

(c) Unit specific reassignment brochures created by the Unit Practice Committee will be given to the reassigned RN and will be specific to each unit but uniform in their design. At the time of the reassignment, a specific RN will be identified as a resource RN for the person reassigned.

(d) In case of reassignment, for other than emergent circumstances, such as late call-outs, emergent leave earlies, the Hospital will normally reassign within fifteen (15) minutes of the times listed below:

(i) 9am for 11am reassignment

(ii) 1pm for 3pm reassignment

(iii) 9pm for 11pm reassignment

ORC normally will notify the charge nurse by phone call or text no later than 5:15am for 7am reassignments and no later than 5:15pm for 7pm reassignments.

(e) Outside of patient safety circumstances the Employer shall not short staff one unit to fully staff another unit. In the event that one unit is short staffed to staff another unit, the reason for such reassignment will be communicated to the charge nurses of both units.

(f) Critical Care and Step Down nurses shall not have a patient assignment of more than four (4) patients when reassigned. This shall include Float Pool Step Down/Telemetry nurses except when they are on Telemetry units and can take assignments up to five (5) patients.

26.3 Probationary Period

(a) No newly-graduated RN will be reassigned to another unit in the 12 months from date of hire. No RN who transfers to another unit will be reassigned during their orientation.

26.4 Conditions and Order

(a) An employee will not be reassigned to more than one unit during an assigned shift, unless the employee volunteers for the assignment. Returning to the home unit will not constitute a second reassignment however once returned to the home unit, the employee will not be reassigned again unless they volunteer. In this case if the home unit is overstaffed, a different RN would be reassigned for the remainder of the shift. When reassignment is necessary, employees shall be reassigned in the following order:

(i) Solicited volunteers.

(ii) Traveler/Agency/SEALs/Per Diem Agency.

(iii) Per Diems not in home unit.

(iv) Per Diems in home unit.

(v) Employees on extra shift/extra pay as defined in article 8.4(d)(ii) and 8.4(d)(iv)

(vi) All regular full-time and part-time staff per a rotational reassignment list which is maintained on each unit. Employees are added into the rotational list upon hiring to the unit.

(vii) Preceptor will not be reassigned if orienting an orientee and nurses assigned charge duty for that shift shall not be reassigned.

(b) An RN with more than 20 years Hospital Seniority will not be reassigned without his or her consent unless he/she is the junior RN in a unit from which a reassignment is to be made.

26.5 Call Back

(a) No RN shall be reassigned while in call-back status.

26.6 Extra Shift

(a) If an employee is scheduled for an additional shift, the employee will be informed of whether they will be reassigned and, if they are to be reassigned, they may cancel their additional shift without penalty. The employee shall be informed at least two hours prior to the start of the shift. This shall not include Per Diem employees.

ARTICLE 27
MEETINGS

27.1 General

Einstein and the Union are committed to the success of the existing Nursing Shared Governance Program with respect to matters of nursing practice. During the term of this Agreement, Einstein will not curtail the existing program without the agreement of the Union, but may expand the program at its option. Einstein will use its best efforts in scheduling meetings of all relevant Shared Governance meetings so as to accommodate RNs on all shifts and schedules. Einstein and the Union shall cooperate in establishing a fair electoral process for the selection of RN representatives on all Unit Practice Committees, Clusters, Network Nursing Council and Nursing Excellence Committee (formerly known as the Magnet Committee) and, should no RNs seek election to any such committee covering units represented by the Union, the Union shall be responsible for recruiting

volunteers. Consistent with existing practice, RNs participating in Shared Governance meetings shall be paid for that time.

27.2 Nursing Resources Committee

(a) Objectives. The Nursing Resource Committee will consider and evaluate the human, fiscal and equipment resources utilized by the Nursing Service Organization, and provide recommendations to the Network Nursing Council and Nursing Leadership that support quality, cost effectiveness and safety in the professional practice of nursing and patient care.

(b) Responsibilities. The responsibilities of the Nursing Resource Committee include, but are not limited to:

(i) support the Nursing Service Organization's strategic plan;

(ii) participate in educational activities related to the objectives and responsibilities of the Committee;

(iii) collaborate across departments to ensure that high quality care is provided in a cost conscious manner; and in a manner that controls waste.

(iv) monitor metrics specific to nursing to better inform discussions and recommendations, including turnover and vacancy rates, usage of agency nurses and 1:1s, exit interview data, days to fill, hiring, care hours per patient day, work-related injuries; staffing & scheduling and equipment & supplies; to the extent not subsumed within subparagraph (iv), reviewing, discussing and making recommendations based upon identified staffing concerns;

(v) receive and discuss quarterly reports on relevant issues from Human Resources, Recruitment and LiveWell;

(vi) partner with nursing recruitment to identify opportunities to attract qualified nurses;

(vii) support Network Nursing Council work and activities; and

(viii) provide reports and recommendations to the Network Nursing Council.

(c) Membership. The Nursing Resource Committee shall consist of:

(i) two clinical nurses from each of the clinical divisions elected by the nurses in each clinical division and two nurses representing nursing units not within the clinical divisions;

(ii) the Directors of Nursing from each clinical division;

(iii) one Nurse Manager;

(iv) the Associate Chief Nursing Officer;

(v) two representatives from Nursing Education & Professional Development and

(vi) the Director of Nursing Finance

The Nursing Resource Committee membership shall be composed of 50% or more bargaining unit members.

(d) Leadership. The Nursing Resource Committee shall be chaired by a clinical nurse selected by the Committee from among its members.

(e) Meetings. Labor Management and NRC will each maintain their current membership composition. These meetings will be scheduled back to back with NRC followed by Labor Management, with each normally being two (2) hours in length. Upon mutual agreement, based on agenda, the Labor Management meeting may be extended an additional hour.

(f) Compensation. Non-exempt employees will be paid for time spent in meetings or on the business of the Nursing Resource Committee, subject to general standards of reasonableness.

(g) Agenda. There will be a mutually agreed upon agenda.

1.3 Other Shared Governance Structures

If after all Unit Practice Committees, Clusters, Network Nursing Council and the Nursing Excellence Committee (formerly known as the Magnet Committee), have functioned with full RN participation for one year, the Union believes that additional committee structures are desirable, Einstein agrees to meet and discuss the issue.

ARTICLE 28
STAFFING

28.1 General Principles. The Hospital and the Union agree that:

(a) it is the goal of both parties to provide high quality nursing care to all patients and that adequate staffing is an important element of both high-quality nursing care and a positive working environment for nurses;

(b) adequate and appropriate staffing levels within departments or units will vary with census, acuity, shift, employee call-outs and other absences, the specialization of care and changes in technology and the methods of delivery of patient care, among other factors;

(c) the determination of adequate and appropriate staffing levels within departments or units is ultimately a management right and responsibility of the Hospital; and

(d) the experience and input of the nursing staff is an important factor in the establishment of adequate and appropriate staffing levels and it is in the interest of the Hospital, its nurses and their patients to provide appropriate channels for that input.

28.2 Implementation & Management of Unit Staffing Guidelines

(a) Einstein will make all reasonable efforts to hire and retain sufficient nursing staff in all units and on all shifts to meet its established staffing guidelines.

(b) Einstein will prepare and post current staffing grids in each unit which reflect current practice. The metrics and other information upon which current practice is based will be shared with the Nursing Resource Committee. In in-patient units, and assuming no material changes in business or programs, staffing will be maintained at levels consistent with current practice on an overall basis over time and may be adjusted based on changes in patient mix and acuity on a particular unit, and no reduction will be made in such overall practice without a consensus of the Nursing Resource Committee. In other units, overall staffing levels will not be reduced below those, which reflect current practice without a consensus of the Nursing Resource Committee. The parties agree that a staffing grid establishes, for scheduling purposes only, a number of nurses to be scheduled for specified projected patient census levels (including projected admissions). Projected admissions shall include scheduled procedural cases requiring admission. The staffing grids do not constitute minimum staffing ratios or other limitations upon the ability of a given unit to operate with fewer nurses than scheduled or to limit the number of patients for which an individual nurse may be responsible at any given time.

(c) Einstein will use all reasonable efforts to schedule staff on each unit on each shift in a manner consistent with the applicable staffing grid and will not cancel a nurse's scheduled shift, or except under circumstances provided in Article 26 (Reassignment) reassign a scheduled nurse if to do so would reduce staffing on that unit below the level suggested by the applicable staffing grid, unless patient acuity or other assumptions which underlie the staffing grids are not present.

(d) Where there is a projected admission to a specific unit to which the patient will be sent, it will be considered under 28.2(b) and (c). Projected admissions will include patients who have received admission orders or transfer orders. The nursing supervisor will first review projected admissions to that unit prior to cancellation and will not cancel if there is a projected admission to that unit that changes the number of nurses required for the census.

When there is a projected admission (or admissions) to a level of care, but a specific unit has not been determined, the Hospital shall maintain enough staff within that level of care area to accommodate that patient according to the staffing grids on the units in that level of care area.

(e) Einstein will establish and/ or maintain resources and procedures for responding effectively to fluctuation in census, unscheduled nurse call-outs and other events effecting staffing levels, including:

(i) nursing float pools for (A) med surg/telemetry, (B) critical care/step down, and (C) behavioral health/med surg. units;

(ii) use of all available programs to support a robust pool of qualified per diem nurses;

(iii) use of in-service and other training programs under Article 25 (Education, training, and Job Assignments) to support cross training of existing RN's available for reassignment across units.

(iv) immediate posting of shift vacancies in the Hospital's electronic scheduling system where practical and communication of such vacancies to all RN's available to pick up shifts, by other means where reasonably possible;

(v) Availability to nurse managers of financial and other incentives to recruit and fill vacancies including non-contract incentives. Where the Hospital offers an incentive in a unit for a nurse to extend their shift in that unit on that day, or a nurse is offered an incentive on that day to come in to cover all or part of the shift in question on that unit, the incentive will apply to any other nurse subsequently requested by the Hospital to extend their shift (or come in that day to cover all or part of the shift in question) for the same unit, date and time.

(vi) Qualified non-bargaining unit staff may assist in patient care and may take an assignment if there is no qualified bargaining unit member available.

28.3 Nurse Manager and Charge Nurse

(a) The parties agree that it is desirable that there will be at least one Nurse Manager, Clinical Manager or Charge Nurse assigned and available on each shift and each unit to serve as a resource for other staff; coordinate care activities in the unit; reduce the need for RNs with full, direct care assignments to perform duties, such as patient transport, which would require them to leave the unit or otherwise distract them from direct patient care; provide direct patient care where necessary including taking a patient assignment to cover

incidental or unanticipated RN vacancies until substitute RNs are available; and to perform similar such duties. The parties further agree that, where this role is to be filled by an RN assigned as Charge Nurse, that RN should at a minimum have a modified initial direct patient care assignment.

(b) The parties share the goal of reducing or eliminating the initial direct care patient assignment of the Charge Nurse from the regular full RN complement of the unit, over the course of this Agreement, and will cooperate to identify and implement priorities and steps toward achieving this goal in a manner consistent with patient care priorities and the arbitration settlement agreement and contract side letter.

28.4 Nursing Resource Committee & Staffing Input

(a) The Nursing Resource Committee within the Einstein Medical Center Nursing Service Organization Shared Governance System (as more fully described in Article 27 Shared Governance) shall serve as the means for nursing input to and review of the operation of unit staffing matters.

(b) The Nursing Resource Committee will promote a commitment to excellence in nursing practice by addressing issues and making recommendations to the Network Nursing Council concerning staffing and other human and material resources.

(c) The Nursing Resource Committee will have access to and regularly review data and other information regarding or related to staffing issues, including but not limited to event reports, identified scheduling concerns, input from unit scheduling committees, national data bases, evidence based research, standards adopted by professional nursing organizations (i.e., AWHONN, AACN & AORN), and Einstein-specific staffing data.

28.5 Efforts will be made to staff Pod D in the same manner as other acute care pods subject to adjustment based on unforeseen circumstances.

28.6 The Charge Nurse may make acuity recommendations to the Nurse Manager/Supervisor that will consider the unique needs of the patient including but not limited to physical and psycho-social components, nurse characteristics, work flow and available resources. Acuity must be considered in the context of care of the specific patients and in making nurse assignments.

28.7 The Employer shall maintain sufficient staff to ensure a Rapid Response (RRT) nurse is scheduled twenty-four (24) hours per day, seven (7) days per week.

28.8 The Observation Unit will be staffed with a minimum of three (3) RNs at all times. If the census requires it, staff shall be reassigned in accordance with Article 26 Reassignment or cancelled in accordance with Article 8.4.

ARTICLE 29
REFERRAL TO THE NURSING RESOURCES COMMITTEE

29.1 General

(a) If any Nurse has a good faith belief that he/she has been given an assignment or instruction which compromises patient care or patient safety, he/she should report it to the Nurse Manager, Clinical Manager, Supervisor or Charge Nurse to whom he/she reports as soon as practical, and state the specific nature of the objection. The process is attached hereto as Appendix B.

(b) This process does not give the Nurse the right to refuse an assignment. The process does allow for the Nurse to document his/her concern about an assignment/situation without concern regarding retaliation.

(c) If the instruction or assignment is not altered and is performed to the best of the Nurse's ability, the Nurse will not be subject to discipline for executing the instruction or assignment, and the Hospital will not retaliate in any way for the stated objection.

(d) If any liability ensues from the specific instruction objected to under this process, the Hospital will indemnify and hold harmless the Nurse for execution of the instruction, unless intentional misconduct by the Nurse is demonstrated.

ARTICLE 30
LABOR MANAGEMENT MEETINGS

There shall be a two-hour monthly labor-management meeting attended by a representative from Human Resources, a PASNAP representative, and six members of the bargaining unit to discuss provisions of the agreement and any other issues that might arise between the parties. Bargaining unit members shall attend with no loss of pay. The agenda shall be mutually determined and both parties shall make best efforts to provide the agenda one (1) week in advance of the meeting. Either side may bring additional attendees as needed. Requests to reschedule or cancel meetings will be discussed among the parties and will not be unreasonably denied.

ARTICLE 31
NATURE OF AGREEMENT

The parties hereto acknowledge that this Agreement embodies the complete and final understanding reached by the parties as to wages, hours, and all other terms and conditions of employment of all employees covered by this Agreement.

No addition to, alteration, modification or waiver of any term, condition or restriction in this Agreement shall be binding unless made in writing and signed by the Hospital and the Union. It is acknowledged that during the negotiations preceding this Agreement, the parties had the opportunity to discuss all issues of interest pertaining to wages, hours and all other terms and conditions of employment and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement. The Union and the Hospital agree that the Union and the Hospital, respectively, shall not be obligated to bargain collectively with the Hospital and the Union, respectively, during the term of this Agreement on any matter pertaining to wages, hours and all other terms and conditions of employment, whether specifically covered herein or wholly omitted here from, and the Union and the Hospital hereby specifically waive any right which each might otherwise have to request or demand such bargaining, irrespective of whether the matter was mentioned or discussed during the negotiations preceding this Agreement. Notwithstanding the foregoing, the parties may, by mutual agreement during the life of this Agreement, subsequently enter into supplemental agreements.

ARTICLE 32
WORKPLACE HEALTH AND SAFETY

32.1 General

Einstein and the Union share a commitment to the safety and security of employees, patients and visitors and recognize that safety and security is a shared responsibility of management and employees. At the same time, Einstein and the Union also recognize that both increased recognition of the importance of family and visitor support in the care of patients and Einstein's role as a community institution.

32.2 Training & Drills

(a) The Hospital is committed to continuing its program of employee security training and making such training available to employees on all shifts. The Union is committed to helping publicize and promote such training and encourage the regular participation of all employees.

(b) Employee training will include, among other things:

(i) continuing education that focuses on improving the quality of workplace safety, including but not limited to identifying potentially violent situations, de-escalating violent and assaultive behaviors by patients or others, implementing other steps as needed to mitigate the risk of violence;

(ii) person to person and group training (e.g, de-escalation and active shooter training); and

(iii) drills and exercises (including unit based and large- scale live action events).

(c) When determined to be necessary or appropriate by the Hospital Safety Committee Subcommittee on Security and Workplace Violence, the Hospital may make specific types of security training or drills mandatory for one or more units or groups of employees.

32.3 Security Presence

The Employer recognizes the importance of maintaining an appropriate weapons screening and detection process. If there is a change in the current weapons screening and detection process and technology, the Employer will notify the Union and meet and discuss any concerns. The Employer shall not reduce weapons screenings and detections below the current standards. This will not prevent the Employer from using current or future technology to maintain or improve current standards.

(a) All Hospital entrances open to the general public after 9 p.m. will be monitored by security personnel.

(b) The Security Department will maintain a program of rounding of the Hospital covering all shifts and designed to permit appropriate levels of observation and response times.

(c) The Security Department will perform an assessment of the panic alarm needs on all units and recommend the installation of alarms as to respond effectively to violent situations.

(i) The Security Department will continue to maintain and regularly check panic buttons and monitor quick and efficient response to staff calls for assistance. When such panic buttons are activated, the Hospital agrees there will continue to be an in-person response to such calls.

32.4 Safety Committee

The Union shall have the right to have four (4) bargaining unit members sit on the Subcommittee on Security and Workplace Violence of the Hospital Environment of Care Committee. The employee shall not lose time nor pay as a result of attending hospital safety committee meetings. In addition, the Hospital and the Union agree to meet with each other upon request to discuss matter of concern relating to workplace safety.

32.5 Conduct of Patients and Visitors

(a) The Hospital will maintain a clear code of conduct for patients and family members/visitors. The Union recognizes that it is the responsibility of all employees to uphold the code of conduct for employees, visitors, and patients.

(b) The Hospital will maintain a protocol for reporting violent or potentially violent incidents to the Hospital and law enforcement.

(c) The Hospital, through the Protective Services Department, will continue to provide support and assistance to nurses who wish to pursue complaints against patients or visitors who engage in assaults or other criminal behavior against them.

(d) The Hospital and the Nursing Staff shall work together to manage visitor control in a way that supports the patient's clinical status and needs, language, or other cultural considerations. Nurses have the discretion to limit a patient's visitors to a number they deem appropriate in the exercise of their professional judgment and the Protective Services Department will continue to assist Nurses with visitors who fail to cooperate with their instructions or otherwise violate the Visitors' Code of Conduct.

32.6 Post-Incident Follow-up

(a) Through Carebridge or equivalent program, the Hospital will continue to offer support and counseling to employees who have experienced threats or violence from patients, visitors, or others while at work.

(b) The Hospital will continue its protocol whereby nurses are required to immediately and accurately report to management and document safety incidents, including threats or acts of violence. The Union will encourage its members to immediately and accurately report and document any and all safety incidents to the appropriate management representatives.

(c) Management will promptly investigate safety incidents, including but not limited to unsafe exposure to sharps and other biohazardous materials. Incidents shall be reviewed and discussed at the Subcommittee on Security and Workplace Violence of the Hospital Environment of Care Committee for the purpose of further developing effective prevention policies and practices; provided, however, that unit-specific incidents may be discussed and resolved at the unit level.

(d) The Hospital and Union will create a joint management/RN shared governance committee to tackle the issues of burnout, PTSD, acute stress disorders and depression in nurses. It will be co-chaired by a nursing leader and a clinical nurse. The committee may make recommendations to the Security and Workplace Violence Committee concerning the implementation of plans, policies and protocols to address and mitigate workplace stress injuries.

In addition, the committee may make recommendations to the CNO (or designee) in developing trauma-informed, evidence-based protocols to respond to trauma exposure that includes immediate and longer-term interventions to lower risk of developing significant injury and disability. These recommendations to the Workplace Violence Committee or CNO may involve but are not limited to:

(i) assessing and adapting work environments to lower stress levels, improve safety and prevent trauma exposure including individual unit-based assessments and interventions

(ii) providing education and training for nurses, management and other involved parties about stress injuries, prevention strategies, and mitigation strategies following exposure

(iii) immediate post-exposure confidential psychological first aid by a skilled clinician and follow-up assessment and counseling at intervals determined by the nurse and clinician

(iv) assessment of the unit or treatment team post- exposure by a skilled clinician to determine whether support is needed for additional people involved

(v) assessment and oversight designed to ensure best practice trauma-informed interventions for each incident

32.7 Einstein will comply with all city, state and federal regulations regarding pandemic requirements.

32.8 Engineering Controls. The Union may make recommendations to the Security and Workplace Violence Committee regarding additions to plexiglass barriers.

32.9 The Hospital will continue to develop and implement programs to prevent harm against staff, including developing a program within 90 days of ratification to cover the following.

(a) The Hospital will develop a process to "make whole" Employees who miss time as specified below due to being injured on the job due to workplace violence. To qualify, the Employee must have a determination within the appropriate Hospital administrative department by a clinician with experience in treating the injury or injuries involved, who determines that the Employee will be out of work for one or more scheduled shifts during the seven (7) calendar day period following the injury. In such cases, the Employee will be compensated as follows:

(i) If the Employee is not eligible for sick time or PTO (for example PRN) and has no frozen bank of such time, the Employee will be "made whole" for any scheduled shifts missed as a result of the injury during the seven (7) calendar day period following the injury;

(ii) If the Employee is eligible for sick time, the Employee shall use available sick time to be made whole for scheduled shifts missed, due to the injury, within the seven (7) calendar days following the injury. If the Employee has insufficient sick time, the Employee may choose to use available PTO or may borrow against future sick leave accruals to be deducted as earned.

In any case where workers' compensation covers the first week of loss, the Hospital will develop a process wherein the "made whole" remedy is adjusted for the workers' compensation payments.

32.10 Employees who are victims of workplace injuries shall not be responsible for the costs of medical care received at the hospital as a result of their injuries.

32.11 Employees shall not be issued discipline or disciplines for approved occurrences when time off for treatment or recovery is required due to incidents of workplace violence. The employee must cooperate with the Employer's Office of Occupational Health or leave requirements, as applicable, and submit any required documentation.

ARTICLE 33
SUCCESSORSHIP

33.1 Should the Einstein Healthcare Network sell the assets of Albert Einstein Medical Center – Philadelphia (the Hospital) to a Buyer that intends to operate the facility as an acute care hospital, the sale will require the Buyer to staff bargaining unit positions by offering employment to employees in the affected classifications at their then current wage rate. For such employees hired by the Buyer, the Buyer shall assume their accumulated, unused PTO, as well as allow employees to carry over their available sick time. This clause shall apply regardless of whether the transaction involves an assignment, receivership, bankruptcy or any other asset sale.

33.2 The Buyer would be required to recognize PASNAP as the bargaining unit representative of the nurses for the Hospital.

33.3 Within 20 days after a definitive Agreement of Sale is executed, the Hospital will give the Union notice of the sale and a copy of the provisions in the sale Agreement which mandates the requirements specified in Sections 1 and 2 above.

33.4 Except as provided in Section 5 below, the Buyer would be required to honor the terms of the Seller's collective bargaining agreement with PASNAP for the duration of the contract term.

33.5 Buyer would be permitted to implement the benefit plans of Buyer's choice for Healthcare, Pension, Paid Time Off, Holiday, and Education. These benefits would then be subject to bargaining after the expiration of the contract term as set forth in Section 4.

ARTICLE 34
MISCELLANEOUS

34.1 Mileage Reimbursement

(a) All employees shall be reimbursed for all miles driven for Jefferson/ Einstein business at the mileage reimbursement rate established and published by the IRS. Mileage reimbursement shall be based on the beginning and ending odometer readings for all business miles. Commuter and personal mileage shall not be reimbursed. Employees shall submit the information through the applicable financial reimbursement system which is currently Concur.

(b) Where the Charge Nurse believes a patient is inappropriately assigned to the unit based on the level of care, the Charge Nurse shall immediately contact the Nurse Manager or Nursing Supervisor. A staff nurse who has concern about a patient's placement shall bring their concern to the Charge Nurse and/or Nursing Supervisor as appropriate.

(c) The Hospital agrees quarterly to review per diem compliance with minimum schedule commitments and initiate for per diems who regularly fail to meet their commitments a process in order to correct situation or to terminate them from their per diem employment.

ARTICLE 35
WEEKEND PROGRAM

35.1 New weekend positions shall be initially offered to the current employees of the bargaining unit. If after the initial bidding process, the positions have not been filled, then the open weekend positions shall be posted according to Article 6, if the FTE is available.

(a) The Hospital's goal is to create additional weekend positions during the life of the contract to reduce the weekend commitment of employees. This is not intended to increase the total of FTEs per unit; rather employees will bid for these positions and their full-time or part-time positions will not be posted.

(b) Vacation bank cash out

Employees hired before July 4, 2010 shall cash out two weeks of their vacation bank, according to Article 22, prior to starting the weekend program. The bank will be paid out at the employee's non-weekend rate. All paid time off in excess of the cash out, accrued prior to entering the weekend program shall be frozen for the time the employee is in the weekend program and will be reinstated into their PTO banks if the employee leaves the weekend program for a benefited position. The employee will not be eligible for any future terminal payout.

(c) Benefits

(i) Weekend program nurses who work three (3) out of four (4) weekends shall receive full-time health and welfare benefits.

(ii) Weekend program nurses will accrue holiday time in their holiday bank in accordance with Article 10 on the same basis as part-time employees.

(d) Leave of absence

If the employee qualified for an approved FMLA leave of absence and has "frozen" benefit time or holiday time, they may access that frozen PTO, holiday time, or sick time according to Article 24.

(e) Wages

Weekend employees shall receive the rates below:

Weekend day	YOE rate + $10.00 plus applicable shift differentials
Weekend evening/night	YOE rate + $15.00 plus applicable shift differentials
Weekday	YOE rate
Weekday evening/night	YOE rate + $5.00 plus applicable shift differentials

ARTICLE 36
DURATION OF AGREEMENT

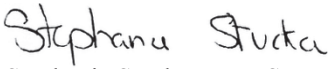
This Agreement shall be in full force and effect from June 26, 2026 and shall remain in effect until and including April 30, 2029 and thereafter from year to year unless and until either party shall give the other notice by certified mail at least ninety (90) calendar days prior to the expiration date of an intention to terminate, cancel or modify the Agreement.

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

For
PASNAP:



Jyll Kurczewski, RN ED
Co-President



Stephanie Stucka, RN NSU
Co-President



Danielle Wright, RN CRC
Vice-President



Carla Le'Coin, RN MBU
Political and Community
Outreach Chair

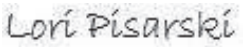


Kimberly Frost-King, RN Care
Management Grievance Chair

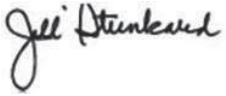


Matthew Feldman, RN GI
Member At Large

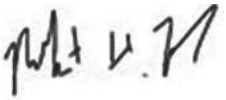
For Jefferson Einstein
Philadelphia Hospital:



Lori Pisarski
Regional AVP, Human Resources



Jill Stunkard
Associate Chief Nursing Officer

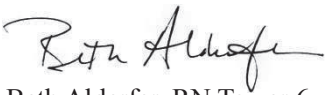


Robert Taylor
Vice President, Legal

For PASNAP:


Diana Waldron, RN SICU
Member At Large

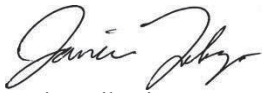

Arielle Rajkumar, RN Tower 4

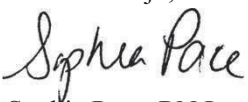

Beth Alderfer, RN Tower 6


Carol Lord Kull, RN CCU


Annease Phillips, RN Levy 7


Carmen Ortiz, RN Levy 7


Janice Librojo, RN Levy 7


Sophia Pace, RN Levy 7


Eleanor Howey, RN MICU

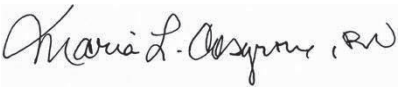

Mica Annese, RN MICU


Karen Horner,
RN Labor and Delivery


Nina Juntereal,
RN Tower 8

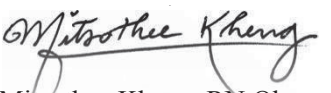

Maureen Fleury, RN NICU


Samuel Carchidi, RN NICU


Maria Cosgrove, RN NICU


Hetal Patel, RN PCU

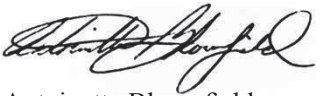

Danielle Morris, RN PCU


Mitsothee Kheng, RN Obs


Russchelle Milbourne, RN Obs


Brianna Brown, RN Cath Lab

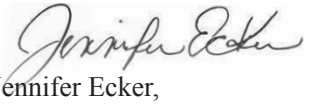

Jasmyn Porter, RN Cath Lab


Antoinette Bloomfield,
RN NSU

For PASNAP:



Danielle Chittenden,
RN Labor and Delivery



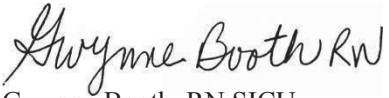
Jennifer Ecker,
RN Levy 9



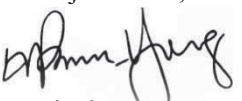
Joseph Miller, RN SICU



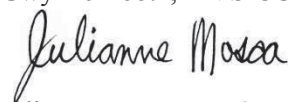
Khadijah Smith, RN Levy 9



Gwynne Booth, RN SICU



E. Nicole Brown-Young, RN GI



Julianne Mosca, RN OR



Scott Weiss, RN ED



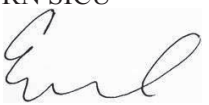
Nicole Boone,
RN Outpatient Cardiology



Daniel Mallon,
RN SICU



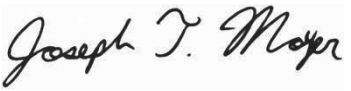
Zoe Wildman,
RN SSU



Erica Lawal,
RN Float



Johanna Camacho,
RN MBU



Joe Moyer,
PASNAP Senior Staff Representative



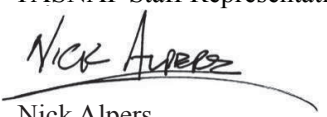
Tanisha Merritt Solomon,
RN Float



Haley Showell,
PASNAP Staff Representative



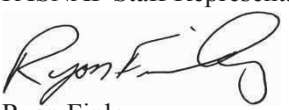
Dakesha Charles, RN
Immunodeficiency Clinic



Nick Alpers,
PASNAP Staff Representative



Mizhgan Rasoul,
RN Levy 9



Ryan Finley,
PASNAP Internal Organizer

APPENDIX A
WAGE SCALES

Years of Experience	Ratification 2026 3%	2027 3%	2028 3%
0	$51.82	$53.37	$54.98
1	$52.31	$53.88	$55.50
2	$52.79	$54.37	$56.00
3	$53.28	$54.88	$56.53
4	$53.78	$55.39	$57.05
5	$54.27	$55.90	$57.58
6	$54.78	$56.42	$58.11
7	$55.29	$56.95	$58.66
8	$55.82	$57.49	$59.21
9	$56.71	$58.41	$60.17
10	$57.25	$58.96	$60.73
11	$57.79	$59.53	$61.31
12	$58.06	$59.80	$61.60
13	$58.86	$60.63	$62.45
14	$59.60	$61.38	$63.23
15-16	$60.73	$62.55	$64.43
17-19	$61.70	$63.55	$65.45
20-21	$62.37	$64.24	$66.16
22	$62.93	$64.82	$66.77
23-24	$63.14	$65.03	$66.98
25-27	$63.59	$65.50	$67.46
28-29	$63.86	$65.78	$67.75
30-32	$64.83	$66.77	$68.78
33-34	$65.44	$67.40	$69.43
35-37	$66.65	$68.65	$70.71
38+	$67.65	$69.68	$71.77

Non-Cardiothoracic Nurse Practitioner/Midwives Rates

Years of Experience	Ratification 2026 3%	2027 3%	2028 3%
0	$64.10	$66.02	$68.00
1	$64.10	$66.02	$68.00
3	$64.74	$66.69	$68.69
4	$65.39	$67.35	$69.37
5	$66.04	$68.03	$70.07
6	$66.94	$68.95	$71.02
7	$67.43	$69.46	$71.54
8	$68.11	$70.15	$72.26
9	$68.60	$70.66	$72.78
10	$69.29	$71.37	$73.51
11	$69.98	$72.08	$74.24
12	$70.68	$72.80	$74.98
13	$71.39	$73.53	$75.74
14	$72.10	$74.26	$76.49
15	$72.82	$75.00	$77.25
16	$73.55	$75.76	$78.03

Cardiothoracic Nurse Practitioner Rates

Years of Experience	Ratification 2026 3%	2027 3%	2028 3%
0	$72.44	$74.61	$76.85
1	$72.44	$74.61	$76.85
3	$73.16	$75.35	$77.62
4	$73.89	$76.11	$78.39
5	$74.62	$76.86	$79.17
6	$75.64	$77.91	$80.25
7	$76.19	$78.48	$80.83
8	$76.96	$79.27	$81.64
9	$77.52	$79.85	$82.24
10	$78.29	$80.64	$83.06
11	$79.08	$81.45	$83.90
12	$79.86	$82.26	$84.73
13	$80.66	$83.08	$85.57
14	$81.48	$83.92	$86.44
15	$82.29	$84.76	$87.31
16	$83.11	$85.60	$88.17

PER DIEM RATES

June 28, 2026

Per Diem: Nurse RN Tier 1	**Tier 1**	**Day**	**Evening**	**Night**
Minimum Commitment: 36 Hours	Weekday	$51.75	$56.75	$56.75
Weekend Requirement: None	Weekend	$56.75	$61.75	$61.75
Holiday Requirement: None	Holiday	$77.63	$85.13	$85.13

Per Diem: Nurse RN Tier 2	**Tier 1**	**Day**	**Evening**	**Night**
Minimum Commitment: 24 Hours	Weekday	$57.75	$62.75	$62.75
Weekend Requirement: 24 Hours (included in minimum)	Weekend	$62.75	$67.75	$67.75
Holiday Requirement: 1 Winter and 1 Summer	Holiday	$86.63	$94.13	$94.13

Per Diem: Nurse RN Tier 3	**Tier 1**	**Day**	**Evening**	**Night**
Minimum Commitment: 60 Hours	Weekday	$60.75	$65.75	$65.75
Weekend Requirement: 36 Hours (included in minimum)	Weekend	$65.75	$70.75	$70.75
Holiday Requirement: 1 Winter and 1 Summer	Holiday	$91.13	$98.63	$98.63

Per Diem: Nurse RN Tier 4	**Tier 1**	**Day**	**Evening**	**Night**
Minimum Commitment: 96 Hours	Weekday	$63.75	$68.75	$68.75
Weekend Requirement: 48 Hours (included in minimum)	Weekend	$68.75	$73.75	$73.75
Holiday Requirement: 1 Winter and 1 Summer	Holiday	$95.63	$103.13	$103.13

PER DIEM RATES

June 27, 2027

Per Diem: Nurse RN Tier 1	**Tier 1**	**Day**	**Evening**	**Night**
Minimum Commitment: 36 Hours	Weekday	$52.75	$57.75	$57.75
Weekend Requirement: None	Weekend	$57.75	$62.75	$62.75
Holiday Requirement: None	Holiday	$79.13	$86.63	$86.63

Per Diem: Nurse RN Tier 2	**Tier 1**	**Day**	**Evening**	**Night**
Minimum Commitment: 24 Hours	Weekday	$58.75	$63.75	$63.75
Weekend Requirement: 24 Hours (included in minimum)	Weekend	$63.75	$68.75	$68.75
Holiday Requirement: 1 Winter and 1 Summer	Holiday	$88.13	$95.63	$95.63

Per Diem: Nurse RN Tier 3	**Tier 1**	**Day**	**Evening**	**Night**
Minimum Commitment: 60 Hours	Weekday	$61.75	$66.75	$66.75
Weekend Requirement: 36 Hours (included in minimum)	Weekend	$66.75	$71.75	$71.75
Holiday Requirement: 1 Winter and 1 Summer	Holiday	$92.63	$100.13	$100.13

Per Diem: Nurse RN Tier 4	**Tier 1**	**Day**	**Evening**	**Night**
Minimum Commitment: 96 Hours	Weekday	$64.75	$69.75	$69.75
Weekend Requirement: 48 Hours (included in minimum)	Weekend	$69.75	$74.75	$74.75
Holiday Requirement: 1 Winter and 1 Summer	Holiday	$97.13	$104.63	$104.63

PER DIEM RATES

June 25, 2028

Per Diem: Nurse RN Tier 1	**Tier 1**	**Day**	**Evening**	**Night**
Minimum Commitment: 36 Hours	Weekday	$53.75	$58.75	$58.75
Weekend Requirement: None	Weekend	$58.75	$63.75	$63.75
Holiday Requirement: None	Holiday	$80.63	$88.13	$88.13

Per Diem: Nurse RN Tier 2	**Tier 1**	**Day**	**Evening**	**Night**
Minimum Commitment: 24 Hours	Weekday	$59.75	$64.75	$64.75
Weekend Requirement: 24 Hours (included in minimum)	Weekend	$64.75	$69.75	$69.75
Holiday Requirement: 1 Winter and 1 Summer	Holiday	$89.63	$97.13	$97.13

Per Diem: Nurse RN Tier 3	**Tier 1**	**Day**	**Evening**	**Night**
Minimum Commitment: 60 Hours	Weekday	$62.75	$67.75	$67.75
Weekend Requirement: 36 Hours (included in minimum)	Weekend	$67.75	$72.75	$72.75
Holiday Requirement: 1 Winter and 1 Summer	Holiday	$94.13	$101.63	$101.63

Per Diem: Nurse RN Tier 4	**Tier 1**	**Day**	**Evening**	**Night**
Minimum Commitment: 96 Hours	Weekday	$65.75	$70.75	$70.75
Weekend Requirement: 48 Hours (included in minimum)	Weekend	$70.75	$75.75	$75.75
Holiday Requirement: 1 Winter and 1 Summer	Holiday	$98.63	$106.13	$106.13

APPENDIX B
NURSING RESOURCE COMMITTEE REFERRAL

This form is to be used if a Registered Nurse has a good faith belief s/he has been given an assignment or instruction that compromises patient care or patient safety. The Registered Nurse should first report the concern to the direct supervisor as soon as practically possible stating the specific nature of the objection. In addition, the Registered Nurse will complete this form prior to, or at the conclusion of, the shift during which the assignment/instruction was made and give it to the direct supervisor or to the Nursing Supervisor.

Today's Date _____

Employee Name _____
(PRINT)

Employee Position/Title _____

Phone Number _____

Date & Time of Directive or Situation

_____

_____

_____

Nature of Concern:

☐ Training or experience level ☐ Isolation Precautions

☐ Staffing ☐ Acuity

☐ Equipment/supplies ☐ Hours Worked

☐ Others

Summary of What Occurred: (who, what, when, where; list names of witnesses; document specific, factual comments only, including your reason for concern.)

_____

_____

_____

Clinical Concerns Form

Additional Information:

Unit Census _____

Patient Care Staffing Count:

	Regular Full/Part Time	Per Diem	Reassigned (include unit reassigned from	Agency/ Traveler	Number of Call Outs
RN					
PCA					

Was there a Health Unit Coordinator working? ☐ Yes ☐ No

I attest that the information detailed above is true and accurate.

Signature of RN(s):

_____

_____

_____

_____

_____

_____

Nursing Leader Accepting Form Date

Signature is acknowledgement of receipt only.

Comments from Nurse Manager of the unit:

_____

_____

_____

Nursing Manager _____ Date _____

SIDE LETTERS

Mr. Bill Zoda
Regional Director
PENNSYLVANIA ASSOCIATION OF STAFF NURSES
AND ALLIED PROFESSIONALS
1 Fayette Street, Sute 450
Conshohocken, PA 19428

Re: On Call Premium Dear Mr. Zoda:

Interventional Radiology The following will summarize that we have a temporary on-call premium program in Interventional Radiology:

On-Call shifts of more than 1 weekday per week
(weekday includes Monday through Thursday)

On-Call shifts more than 1 weekend per month
(weekend includes Friday through Sunday)

For all on call shifts above the baseline outlined, the call rate will be $10.00 per hour instead of $4.00 per hour.

The Hospital will implement a temporary on-call premium program in the OR:

Any on-call shift above eight (8) in a month will be paid at $10.00 an hour. The Hospital may sunset and implement additional on-call premiums as needed.

Accepted and agreed to:

_____

Signature – Einstein

_____

Signature – PASNAP

SIDE LETTER AND
ARBITRATION SETTLEMENT AGREEMENT

The parties, PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS ("PASNAP") and ALBERT EINSTEIN MEDICAL CENTER ("AEMC") agree to the following:

1. Within one (1) business day of execution of this Settlement Agreement PASNAP agrees to withdraw with prejudice and refrain from refiling its Demand for Arbitration with the American Arbitration Association, docketed Case No. 01-19-0003-3406.

2. In exchange for the promises set forth in Paragraph 1 of this Settlement Agreement, AEMC agrees to the following:

   a. Beginning with the first Labor Management meeting post ratification, the union Labor Management Committee and Nursing Management shall begin to evaluate the following units for Charge With a Modified Assignment ("CWMA") 24/7. If the union Labor Management Committee and Nursing Leadership agree that another unit not listed should be considered for implementation they will be added to the list. Those units are:

      i. Levy 6 PCU
      ii. NSU/SSU
      iii. Levy 7 and 9
      iv. Levy 4 Observation
      v. Tower 4, 6, 7 and 8
      vi. CCU
      vii NICU, MICU, SICU

   Einstein and the Union recognize that the procedural areas, no less than the inpatient units, can benefit from reducing or eliminating the direct patient care assignments for Charge Nurses.

   b. If the union Labor Management Committee and Nursing Management agree that based on current staffing guidelines and unit average daily census that CWMA (defined as a fewer number of patients and/or lesser acuity of patients) can be implemented, no further action is needed for those unit(s). Acuity, for the purposes of CWMA, will be determined by Nursing Management and the charge nurse. If the Labor Management Committee and Nursing Management agree that if CWMA can be implemented without altering current staffing guidelines then CWMA will be implemented on those units in the next scheduling period.

If Management and the charge nurse do not agree about a lesser assignment based on acuity, the charge nurse will complete an NRC referral form for documentation and review of the incident by Nursing Management and the Labor Management Committee. If NRC referral forms due to a dispute on acuity are submitted from a particular unit on a repetitive basis, the unit will be re-placed on the list of units in 2(a) above to be reviewed by Nursing Management and the Labor Management Committee to determine if CWMA has been achieved or if the unit should be considered for additional asset allocation per 2(d) below.

c. For the units where CWMA (defined as a fewer number of patients and /or lesser acuity(as defined above) of patients) cannot be implemented based on the current staffing guidelines and unit average daily census, the union Labor Management Committee and Nursing Leadership will make recommendations, taking into account patient care priorities and available Einstein resources, that include but are not limited to, posting of additional shifts in BidShift or any subsequent scheduling system and increasing float pool resources to support CWMA. This will include, in addition, to the above, not canceling on the unit if such canceling will eliminate a charge with a modified assignment. These considerations for implementing CWMA on any unit will not exceed the annual FTE allotment as outlined in Section (d) below.

d. If additional staffing is needed to support CWMA in any of the units identified above, for the purpose of addressing the CWMA issue, Nursing leadership will add (1) FTE in FY21 to be allocated by Nursing Leadership in collaboration with the union Labor Management Committee to the unit/s identified or to the float pool that support said unit/s. Thereafter Einstein will add two (2) FTEs in FY2022 and FY2023 and one (1) FTE in FY2024. The total number of FTEs required to be allocated by AEMC pursuant to this agreement shall not exceed 6 total across all units and will be in addition to the 9.5 Float RN FTEs posted on 11/1/20.

e. The parties agree that nothing in this Settlement Agreement is intended to guarantee CWMA on any particular day pursuant to Article 28. Specifically, the parties recognize that "adequate and appropriate staffing levels within departments or units will vary with census, acuity, shift, employee call-outs and other absences, the specialization of care and changes in technology and the methods of delivery of patient care, among other factors."

f. The parties agree that compliance with this Settlement Agreement will establish compliance with Section 28.3 of the Agreement for the duration of the next contract period. The existing CWMA side letter will be deleted from the contract as obsolete.

3. This Settlement Agreement and General Release is entered into without precedent or prejudice to any Party, shall not be deemed an admission by any Party of any liability or wrongdoing and shall not be introduced or referred to by any Party in any grievance or arbitration except for purposes of enforcement of this Settlement Agreement and General Release.

Intending to be legally bound, the parties hereby affix their signatures below.

PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS

BY: _____ _____
PASNAP Co-President

DATED: _____ DATED: _____

ALBERT EINSTEIN MEDICAL CENTER

BY: _____

DATED: _____

Mr. Bill Zoda
Regional Director
PENNSYLVANIA ASSOCIATION OF STAFF NURSES
AND ALLIED PROFESSIONALS
1 Fayette Street, Suite 450
Conshohocken, PA 19428

Re: Just Culture

Dear Mr. Zoda:

Beginning on or about July 1, 2021, the Hospital will develop a pilot program to explore implementation of a Just Culture Model. The Union will have one employee member as part of the RFP committee for vendor selection. The pilot will include nurse unit(s) as chosen after consultation with the Union at the Labor Management Meeting. Management may also choose non-nurse units to participate. Any units selected for the pilot will be provided with employee and manager training. Any dispute over the units selected will be decided by the Hospital President and Chief Operating Officer.

The Hospital will meet periodically with union leadership to review and, if applicable, adjust the pilot.

The Hospital's goal is to achieve, by June 30, 2023, implementation of the program hospital wide.

Once Just Culture is implemented, the parties understand that where the process results in the implementation of discipline of a nurse, the affected nurse may not grieve any step of the Just Culture process (including but is not limited to the application of any algorithm) but is limited to grieving where the resulting discipline is for just cause.

Accepted and agreed to:

_____

Signature – Einstein

_____

Signature – PASNAP

SIDE LETTER:
PENSION

Provided there is no ten (10) day strike/work stoppage notice issued by ENU and provided that the contract is ratified on or about June 30, 2026, the Hospital agrees to not exercise its discretion under Article 12 to alter the defined benefit plant for the bargaining unit through April 30, 2029.

SIDE LETTER:
NURSE EDUCATION PROFESSIONAL DEPARTMENT

The employees of the Nurse Education Professional Department (NEPD) shall have the right to self-schedule in accordance with Article 8.

NEPD employees shall continue to have the right to hybrid work schedules as job responsibilities allow, provided that appropriate coverage of departmental and operational needs are maintained at all times. This includes but is not limited to:

(i) four (4) ten (10) hour shifts per week

(ii) five (5) eight (8) hour shifts per week

(iii) Access to remote work throughout their schedule

SIDE LETTER:
LEVY 9 AND TOWER 7

The bargaining committees in negotiations discussed staffing on Levy 9 and Tower 7 and agree to refer the issue for consideration immediately to the NRC.

SIDE LETTER:
CCU

The Employer shall make best efforts to have an open bed in the Coronary Care Unit (CCU) for CT Surgery patients by the morning of their procedure. To achieve this, should every bed in the CCU be full the following steps shall be taken:

1. The night CCU charge nurse will be in communication with the nursing office supervisor and ORC via conversation and the Patient Status Report about a “bump list”.
2. The ORC and Nursing Supervisor will prioritize the transfer out of a patient by 6:00 am to create an open bed for the CT Surgery patient.
3. If CCU has an open bed, and a CT Surgery patient is expected, the last open bed will not be filled after 4:00 am unless for an emergency upgrade, not an ER admission.

SIDE LETTER:
ONE-TO-ONES

The parties agree that behavioral one-to-ones will be considered separately from the unit staffing guidelines and the guidelines shall be followed for the remaining patients on the unit. Within 60 days following ratification, the parties shall meet to discuss a process for how to staff for one-to-ones outside of the staffing guidelines.

SIDE LETTER:
INFUSION CENTER

Management will work with the Infusion Center nurses to reduce wait times and address staffing concerns.

SIDE LETTER:
LIFTER SIDE LETTER

The parties recognize that nurses have raised security concerns regarding enforcement of applicable visitor policies to the Lifter Building. To address those concerns, the Employer will, within sixty (60) days following ratification of a new collective bargaining agreement, convene meetings with relevant management representatives, the Union and representatives of the affected nurses to discuss updated security procedures and protocols to be implemented for the Lifter Building.

SIDE LETTER:
VAD COORDINATOR

In the event the Employer reinstates the Ventricular Assist Device (VAD) program, the following provisions shall be reincorporated into the collective bargaining agreement with full force and effect:

a. VAD Coordinators shall receive an on-call bonus of $100 for each weekday and $150 for each weekend day/holiday call. Actual hours worked by VAD Coordinators called in shall be paid at their rate of pay based on the Experienced Based Wage Scale in Appendix A, and differential in accordance with Article 13.

b. RNs hired in the VAD coordinator position will be paid as exempt employees and receive a $6.00 per hour differential on their base rate.

SIDE LETTER:
OPERATING ROOM STAFFING

Upon ratification, the Regional Chief Nursing Officer will convene a meeting among OR Leadership, Nursing Leadership and up to three representatives of the Union to discuss vacant OR positions and methods to increase recruitment and retention and to examine data relating to vacancies, OR cancellations, etc. The purpose of this meeting will be to explore all possible measures to increase recruitment and retention, including a commitment from the employer to offer financial incentives to fill holes in the schedule.

SIDE LETTER:
PROJECTED ADMISSIONS & EPIC

The parties recognize that the implementation of EPIC may modify the Hospital's current process for assessing projected admissions and bed requests in accordance with Article 28 of the collective bargaining agreement. The parties agree to meet and bargain over the effects of the EPIC implementation and its impacts including its impact on the process for identifying and staffing for projected admissions described in Article 28.

Memorandum of Understanding – Scheduling

Within 30 days of ratification, the Employer will make the Per Diem "Core Minimum Shift" tool operational, adhering to the following guidelines:

1. The unit manager shall provide a list of all bargaining unit Per Diem Employees and their current tiers to the Unit Scheduling Committees. The unit manager shall be responsible for updating the Unit Scheduling Committee to any tier changes or additions/resignations by Per Diem Employees.
2. Unit Scheduling Committees shall identify "Core Minimum Shifts" for Per Diem Employees during the balancing period of scheduling. This shall be done utilizing the scheduling software (i.e. Smart Square) used by the Employer. Management shall then review and approve during the scheduling process outlined in 8.5(b).
3. Any Per Diem shift not identified as a "Core Minimum Shift" shall be included in 8.4(d)(v) in the order of cancellation, unless the shift is an overtime or premium shift, in which case it shall be included in 8.4(d)(iii) in the order of cancellation.
4. Should a Per Diem Employee fail to provide "Core Minimum Shifts" in the self scheduling period, shifts added after the self scheduling period shall not be guaranteed to be identified as "Core Minimum Shifts".
5. Should schedule change requests be processed by the unit manager, the unit manager shall be responsible for ensuring that the "Core Minimum Shifts" continue to be identified in the scheduling software used by the Employer.

Notes

Notes

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