AGREEMENT

between

POTTSTOWN HOSPITAL, LLC.

d/b/a Pottstown Hospital

and

PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS

Effective

August 6, 2025 – August 5, 2028

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POTTSTOWN HOSPITAL, LLC.
AND
PENNSYLVANIA ASSOCIATION OF STAFF
NURSES AND ALLIED PROFESSIONALS

AGREEMENT made and entered into this 6th day of August, 2025 by and between POTTSTOWN HOSPITAL, LLC., located at 1600 East High Street, Pottstown, Commonwealth of Pennsylvania (hereinafter referred to as the "Employer" or the "Hospital"), and the PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS, (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of the Employer, who are covered by this Agreement as set forth in Article 1 – Recognition of this Agreement (hereinafter referred to as the "Employees").

ARTICLE 1.
RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative for the collective bargaining unit certified by the National Labor Relations Board on September 19, 2016, in Case No. 04-RC-181689, as follows:

(a) INCLUDED: All full-time, regular part-time and per-diem registered nurses employed by the Employer at its 1600 East High Street, Pottstown Pennsylvania facility.

(b) EXCLUDED: All other employees, including professional employees, NPD Practitioner I-IV ("nurse educators"), Diabetes Educators, technical employees, service and maintenance employees, skilled maintenance employees, business office clerical employees, guards and supervisors as defined by the National Labor Relations Act.

Section 2. The term "Employee" as used in this Agreement shall mean only those Employees in the specific job classifications described in Section 1, above, as being "included," for whom the Union is the recognized collective bargaining representative.

Section 3. Newly created Registered Nurse classifications shall be excluded from the bargaining unit described in Section 1, above, unless the Employer agrees in writing to amend the bargaining unit description by including any such classification, or unless the NLRB adds any such classification following a unit clarification petition.

ARTICLE 2.
MANAGEMENT RIGHTS

Section 1. The Employer retains the exclusive prerogatives to manage the business, to direct, control and schedule its operations and work force and to make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not heretofore exercised, unless abridged by the express provisions of this Agreement. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to: hire, promote, layoff, recall, assign, transfer, suspend, discharge and discipline Employees; select and determine the number of its Employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the work force; determine the location and type of any operation including the methods, procedures, materials and operations to be utilized or to discontinue their performance by the Employees in whole or in part and/or to sub-contract the same; hire or contract with per diem, temporary, agency or non-bargaining unit Employees and utilize volunteers; determine and schedule when overtime shall be worked; install or remove equipment; transfer or relocate any or all of the operations or business to any location, or discontinue such operations, by sale or otherwise, in whole or in part, at any time; establish, increase or decrease the number of work shifts, the duration of any shift, and their starting and ending times; determine the work duties of Employees; promulgate, revise, post and enforce rules and regulations governing the conduct and performance of Employees; select supervisory personnel; train Employees; establish, maintain, revise or discontinue Employer functions, programs and standards of service, including quality improvement programs and processes; establish, change, combine or abolish job classifications and determine qualifications for job classifications; determine reasonable work performance levels and standards of performance of the Employees, and in all respects carry out the foregoing, in addition to, the ordinary and customary functions of management.

Section 2. The Employer shall have the right to assign any of the work related to new technology, equipment or processes to any division, department or location of the Employer including divisions, departments or locations not covered by this Agreement. The Employer shall have the sole right to determine what constitutes such new technology, equipment or processes.

Section 3. Failure to exercise, before and during the term of this Agreement, any of the prerogatives described in Section 1 and Section 2, above, whether or not expressly stated herein, shall not constitute a waiver of the Employer's rights to exercise any such prerogative during the term of this Agreement.

Section 4. Nothing contained in this Agreement shall prevent the Employer from designing, establishing, implementing or discontinuing any program or process already undertaken by the Employer or undertaken by the Employer, hereafter.

Section 5. The foregoing statement of the rights of management and of Employer prerogatives is not all inclusive, but indicates the type of matters or rights which belong to and are inherent in management, and shall not be construed in any way to exclude other Employer prerogatives not specifically enumerated.

Section 6. In any dispute over the Hospital's exercise of its managerial rights or prerogatives retained under this Article, the standard to be applied by any arbitrator in reviewing such an exercise shall be determination by clear and convincing evidence that such exercise exceeded the Hospital's authority under this article. Unless that burden is met, the Hospital's actions will not be disturbed.

ARTICLE 3.
UNION MEMBERSHIP

Section 1. All employees hired after the date of ratification who are covered by this Agreement shall, as provided for in the first provision to Section 8(a)(3) of the National Labor Relations Act, as amended, become and remain members of PASNAP within sixty (60) days of their date of hire, as a term and condition of employment, subject to the limitations stated in the second provision to Section 8(a)(3) and governing

United States Supreme Court decisions. The parties expressly agree that this shall have no bearing on an employee's probational period as outlined in Article 5.

Section 2. Any employee covered by this Agreement who has joined PASNAP shall, as a condition of employment, from the onset of employment tender to PASNAP monthly such dues and/or fair share fees as may be periodically assessed by PASNAP. Any employee who fails to comply with this requirement shall be discharged from his or her position with the Hospital within twenty (20) days after receipt of written notice from the Association.

Section 3. Bargaining unit employees of record as of October 8, 2018 who choose not to join PASNAP shall not be required to join as a condition of employment.

Section 4. The Hospital agrees to deduct the annual dues and/or fair share fees payable to PASNAP from the wages of each employee who has executed a written payroll deduction authorization. Deductions shall be made bi-weekly. The total amount of the deductions, together with a dues roster showing the names of each individual, the amount deducted and the gross wages for each pay period, and the employee ID number shall be forwarded to PASNAP monthly at the postal address and electronic address provided by the Union in the form of a spreadsheet by the fifteenth (15th) of the following month. A copy of the dues roster shall also be provided to the president of the local Union or designee.

Section 5. The Hospital shall not be obliged to make dues deductions of any kind from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 6. PASNAP shall indemnify and save the Hospital harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Hospital for the purpose of comply with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in PASNAP, or obligations of PASNAP members, or by reason of the Hospital's reliance upon any list, notice,

request or assignment furnished under any such provision or by reason of any action taken or not taken by PASNAP.

Section 7. The Hospital shall be relieved from making such check off deductions from an employee upon his (a) termination of employment, (b) transfer to a job outside the bargaining unit, (c) layoff from work, or (d) excused leave of absence.

Section 8. The Hospital agrees to furnish PASNAP each month with the names of newly hired employees, classifications of work, their dates of hire, shift, FTE status, department or unit and employee ID numbers; names of terminated employees, together with their dates of termination; names of employees on leave of absence.

Section 9. Each month, the Hospital shall remit to PASNAP all deductions for dues made from wages of employees for the preceding month, together with a list of all employees for whom dues have been deducted.

Section 10. Upon request, the Hospital will submit to the local unit secretary and bi-annually submit to the assigned PASNAP Staff Representative a list containing the names and addresses of all employees in the bargaining unit.

Section 11. Political Action Check-Off – The Hospital agrees to enable voluntary contributions to the PASNAP-PAC political advocacy fund through a payroll check-off provision. Upon receiving the check-off authorization, the Hospital shall deduct such funds each payroll period and forward such to PASNAP once per month along with a list of contributors. PASNAP agrees to indemnify and hold the Hospital harmless against any and all claims, demands or suits that may arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with this provision.

ARTICLE 4.
DETERMINATION OF WORK STATUS

Section 1. Bargaining Unit employees regularly scheduled to work at least seventy-two (72) hours per pay period shall be considered full-time for all purposes of this Agreement. Part-Time Bargaining Unit

employees working less than seventy-two (72) hours per pay period shall have benefits as described in this Agreement.

Section 2. Probationary Employees are those defined as such in Article 5, "Probationary Employees"

Section 3. Per diem Employees are defined as persons hired without a regular assigned shift and required to work at least thirty-six (36) hours or seventy-two (72) hours per six (6) week schedule, depending on their per diem status.

(a) A regular full-time or regular part time bargaining unit Employee may, with prior supervisory approval, arrange with another bargaining unit staff Employee and who is fully competent in that Employee's position/department/unit, to work (substitute) for her/him on a regularly scheduled work day or on a scheduled holiday, pursuant to Article 18, Section 4b. The Employee's request to her/his supervisor for approval of the substitution must be made at least seven (7) days in advance of the applicable work day or holiday. Requests made less than seven (7) days in advance may be considered. The Hospital's decision shall be final.

Section 4. Other casual staff may be hired by the Employer to supplement Employees. Casual staff are not covered by this Agreement. Casual staff shall be defined as nurses who do not work more than 24 hours in a month. "Tower Enterprise/Tower Agency" personnel shall be treated as a form of Agency and are not included in the definition of casual.

(a) Temporary staff, including Agency persons, may be hired by the Employer for a specific job not to exceed six (6) months. The Employer may extend such employment for an additional three (3) months. Written notice of the extension shall be given to the Union. Temporary staff are not covered by this Agreement. Tower Enterprise/Tower Agency personnel shall not be limited by the six-month agency limitation. See Article 14 regarding cancellation for Tower Enterprise/Tower Agency personnel.

(b) Before hiring additional temporary staff, the Employer shall first offer such temporary positions to Employees on lay-

off. Such laid off Employees must have the necessary qualifications, competencies and experience in the Department where the temporary assignment occurs to fill the temporary position and must commit to work the schedule of the temporary position. Such laid-off Employees will be paid their current rate of pay and shall accrue benefits consistent with the agreement. When in temporary positions, laid-off Employees shall retain recall rights under the terms of Article 13, "Seniority."

ARTICLE 5.
PROBATIONARY EMPLOYEES

Section 1. Newly hired full-time Employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment. Newly hired part time Employees shall be considered probationary for a period of one hundred twenty (120) calendar days from the date of employment. Newly hired per diem Employees shall be considered probationary for a period of one hundred fifty (150) calendar days from the date of employment. Time lost for sickness and other leaves of absence shall not be counted toward completion of the probationary period.

Section 2. Upon written notice to the Employee and the Union, the Employer, in its discretion, may extend the probationary period of a full-time or part-time, or per diem Employee by up to an additional three (3) continuous months of active employment.

Section 3. Probationary Employees shall not be "Employees" as defined in this Agreement. During the probationary period, the Employer may discharge any such Employee at will, and such discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement. The Employer will make every effort to provide written notice of such discharge at least one (1) week before the end of the probationary period.

Section 4. Hospital Employees who hereafter become bargaining unit Employees shall retain and be permitted to use their accrued benefit time in accordance with the relevant provisions of the Agreement and applicable Hospital policies.

Section 5. An employee who is hired as a Graduate Nurse will serve the full probationary period after becoming a registered nurse. Eligibility for benefits and seniority shall be calculated from their initial date of hire as a Graduate Nurse.

Section 6. The Union shall be given a half-hour to meet with new hires during their unpaid lunch break on the day of their Hospital orientation. The Union representative and up to two (2) employees may attend provided the bargaining unit employees are not on paid time. The Union shall be notified of the time and date of the normal monthly orientation meeting one (1) month in advance and prior to the meeting shall be given a list of the names of the bargaining unit hires scheduled to attend orientation.

ARTICLE 6.
UNION RIGHTS

Section 1. The term 'Union Representative' is defined, for the purposes of this Agreement, to mean an Employee of the Hospital who holds a regular unpaid leadership position (elected or appointed) with the Union, such as 'Local Officer' or 'Delegate'; responsible for administering this Agreement, handling/processing Employee grievances, and/or otherwise acting as a liaison between bargaining unit Employees, the Union and the Employer; provided that the actions and conduct of any such Union Representative shall at all times be in accordance with, and as limited by, the provisions of this Agreement and applicable law.

(a) The terms 'Union Staff Representative' or 'Staff Representative' are individually and collectively defined, for the purposes of this Agreement, to mean an individual who is a regular paid member of the Union's staff and who is not employed by the Hospital.

Section 2. A Union Staff Representative having contract administration responsibilities shall have reasonable access to Hospital facilities in which Employees are employed for the sole purpose of administering this Agreement. The Union shall promptly provide the Hospital with a written list of such representatives and of any changes immediately thereto during the term of this Agreement. Before such a visit, the Union Staff Representative must first, at least two (2) calendar days in advance, request permission of the Hospital's Human Resources

Director or his/her designee by telephone or email of the fact of and the proposed timing of their intended visit, its general nature, and the area(s) they intend to visit. Such request will not be unreasonably denied Such business shall not under any circumstances interfere with the Hospital's operations in any way, specifically including, but not limited to the Hospital's delivery of patient care services and shall not occur during an employee's working time.

Section 3. The Hospital recognizes the right of the Union to appoint Local Officers/Delegates or other Representatives. The Hospital agrees to recognize the authority of Local Representatives as defined in this Agreement and applicable law.

Section 4. Union Business shall be conducted on non-working time unless otherwise approved by the Chief Nursing Officer or Designee. Non-working time includes an unpaid meal break and paid breaks.

Section 5. All meetings with bargaining unit members shall be conducted in non-working areas and on non-working time except in truly unusual and exigent circumstances, such as investigating an immediate discipline, so long as the Employer has first agreed otherwise.

Section 6. Before he/she leaves a work area, a Union Representative must first receive authorization from his/her immediate supervisor or in his/her absence, from another supervisor who has the appropriate authority to release Employees.

Section 7. (a) The Hospital will reasonably attempt, upon request, to initially schedule, or to change the already-posted schedules of one or more Employees who are the Union's elected Local Officers or Executive Board members in order to permit their requested attendance, on their own time, at special Union assemblies or Executive Board meetings, provided at all times: (i) the requesting Employee must give the Hospital at least sixty (60) days' advance written notice, per the current scheduling practice for requesting time off presented to both the Employee's immediate supervisor and/or Department Manager and to the Human Resources Director or her/his designee, of the date(s) and time(s) of such meetings; and (ii) such a request will not be granted if, in the determination of the Hospital, it is at a peak period or it will or is likely to

create a work or coverage shortfall, or it will or is likely to interfere with the proper and/or efficient operation of the Employee's Department; and (iii) such a request will not be granted if doing so would necessitate canceling or denying a request for scheduled time off of another Employee, whose request was made earlier.

(a) The decision by the Hospital on any such request made under this Section shall be final and shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Section 8. Except as provided above, no Union business meetings shall be held on the premises of the Hospital's facility any time. The Union may use the Chesmont Building for its monthly Executive Committee meetings provided the space had not been previously reserved by another group. The Union may request the Hospital to permit it to move a monthly meeting to an available space in the Hospital. The Hospital decision shall be final.

ARTICLE 7.
BULLETIN BOARDS

Section 1. The Hospital shall provide the Union with a bulletin board in the Hospital for its posting of official notices or bulletins relating to official Union business which the Union desires to bring to the attention of bargaining unit Employees. Such notices or bulletins shall be posted only on that bulletin board, and not in any other location or place, either inside or outside the Hospital.

Section 2. Only the Union, by or through its authorized and designated Union Representatives and Union Staff Representatives, who shall be designated in writing to the Hospital, in advance, shall have the right to post any such notices, bulletins or other writings on the Union's bulletin board. No individual Employee shall have the right to post any notice, bulletin or other writing, of any kind whatsoever, on the Union's bulletin boards, or elsewhere at the Employer's premises.

Section 3. As to any notice, bulletin or other writing of any kind whatsoever posted by or on behalf of the Union on the bulletin boards designated for it:

(a) Any notice, bulletin or other writing posted by the Union must be signed, dated and clearly identified as to source.

(b) No material shall be posted which is profane, obscene, offensive, political or inflammatory, or which is critical of or defamatory toward the Hospital or of any officer, manager, supervisor, or other Hospital employee, or of any patient, visitor, Board member, representative, affiliate or agent of the Hospital.

Section 4. The Union shall, prior to posting, provide copies of posted materials to the Hospital's Human Resources Director or his/her designee.

Section 5. The Hospital may require the Union to remove any material which it believes is in violation of Sections 1, 2, 3 or 4 above. If the Union fails to immediately comply, the Hospital may itself remove the material.

ARTICLE 8.
PERSONNEL RECORDS

Section 1. An Employee shall have access to their personnel file in conformance with applicable State and/or Federal laws and regulations upon prior appointment with the Human Resources Department.

Section 2. An Employee shall receive a copy of the Employee's performance review, provided the Employee submits a written request for a copy to the Employee's supervisor at the time of the performance review.

Section 3. An Employee may make written comments in response to any discipline imposed upon the Employee, and/or in response to the Employee's performance review, and the Human Resource Department shall include any such written comments in the Employee's personnel file, provided that the written comments are submitted to the Human Resources Department within seven (7) calendar days following the date the Employee is first informed of the discipline and/or the performance review is conducted, and provided that the written comments are not vulgar, obscene, defamatory, or similarly inappropriate

Section 4. Employees shall be given an opportunity to view written employee discipline or their annual evaluation prior to it being placed into their personnel file. Failure to do so shall not invalidate the material.

ARTICLE 9.
NO STRIKE – NO LOCKOUT

Section 1. During the duration of this Agreement or any written extension thereof, the Union, on behalf of its officers, agents and members, agrees that it will not directly or indirectly authorize, cause, encourage, assist, condone, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, stoppage of work, interruption or delay of work, or boycott, whether of a primary or secondary nature or any other activities which interfere, directly or indirectly, with the Employer's operations or services in any manner, whatsoever.

Section 2. The Employer agrees that there shall be no lockout during the duration of this Agreement or any written extension thereof. A layoff, reduction in force, downsizing, rightsizing, or closing of any facility, department or unit for any reason, or an inability to continue operations for any reason including a labor dispute, shall not be construed in any manner as a lockout within the meaning of this Section 2.

Section 3. The term "strike" shall include a failure to report for work because of a primary or secondary picket line at the Employer's premises, whether established by the Union or any other association or labor organization.

Section 4. The Employer shall have the unqualified right to discharge or discipline any or all Employees who engage in any conduct in violation of this Article. Any such decision by the Employer to discharge or discipline any Employee for engaging in any conduct in violation of this Article shall not be subject to Article 11 or Article 12 of this Agreement, except for the sole issue of whether any Employee actually engaged in any conduct in violation of this Article.

Section 5. Any claim, action or suit for damages arising out of the Union's violation of this Article shall not be subject to Article 11 or

Article 12 of this Agreement, except for the sole issue of whether the Union and/or any Employee actually engaged in any conduct in violation of this Article.

Section 6. The Employer shall be entitled to seek injunctive relief for any alleged violation of this Article.

Section 7. In the event the Union and/or any Employee engage in any conduct in violation of this Article, the Union, within twenty-four (24) hours of a request by the Employer, shall do everything in its power to prevent its members, officers, representatives and Employees, either individually or collectively, from continuing to engage in any conduct in violation of this Article. Specifically, the Union shall take at least the following steps:

(a) Advise the Employer in writing, immediately, that such conduct by the Employees has not been called or sanctioned by the Union;

(b) Notify the Employees of its disapproval of such conduct and instruct such Employees to cease such conduct and return to work immediately;

(c) Post notices at appropriate locations advising that it disapproves of such conduct, and instructing Employees to return to work immediately.

ARTICLE 10.
DISCIPLINE AND DISCHARGE

Section 1. The Employer shall have the right to maintain discipline and efficiency and may discharge, suspend or discipline any Employee for just cause, subject to the provisions of Section 8 of this Article 10. This Article shall not apply to probationary employees as defined in Article 5.

(a) The Employer will endeavor to complete its investigation in a timely manner, taking into consideration witness availability. Discipline will be issued within ten (10) calendar days of the

Employer completing its investigation of an alleged infraction and/or violation of a rule or policy.

(b) The Employer shall initially attempt to issue discipline in person. If the employee is not available, an in-person meeting cannot be scheduled within the time period identified in subsection (a), or the employee has been removed from the property, the Employer shall be permitted to issue the discipline via electronic mail to the employee and the Union Staff Representative and the Union President or designee. If the Employer issues the discipline via electronic mail, it shall be considered received at the time in which it is emailed.

(c) The above paragraphs A and B shall not apply to attendance infractions.

Section 2. Minor discipline shall not be considered in further progressive discipline after twelve (12) months provided the employee has not incurred any discipline during that twelve (12) month period.

Section 3. When an Employee reasonably believes an interview with management may result in a determination of discipline, the Employee may ask for a Union representative. Under such circumstances, the Employer will grant the Employee's request in the event that the interview is not unreasonably delayed. However, participation by the Union representative will not be permitted to interfere with the Employer's investigation. Time spent by Union representatives in such disciplinary interviews shall be uncompensated unless such interviews must be conducted on the representative's shift.

Section 4. The Employer will notify the union in writing of any discharge by mailing or emailing notice of such discharge within five (5) regular working days from the time of discharge. The notice shall be considered given on the date mailed or emailed.

Section 5. If the discharge of an Employee results from conduct relating to a patient or a visitor and the patient or visitor does not appear at the arbitration, the arbitrator shall not consider the failure of the patient or visitor to appear as prejudicial.

Section 6. The term "patient" for the purpose of this Agreement shall include those seeking health care services as well as those already admitted. A "visitor" shall include anyone accompanying a patient or engaged in business with the Employer.

Section 7. Regular working days shall exclude Saturdays, Sundays and contract holidays.

Section 8. The parties agree that the Employees covered by this Agreement shall be subject to Hospital Policy on Substance Abuse Testing/Fitness for Duty. In the event that the Employer determines during the course of this Agreement to modify the Substance Abuse Testing/Fitness for Duty Policy, and such modification(s) is applicable to non-represented employees of the Employer, such modification(s) shall be automatically applied to the Employees, contemporaneously with the non-represented employees of the Employer.

ARTICLE 11.
GRIEVANCE PROCEDURE

Section 1. Should any grievance arise as to the interpretation of or alleged violation of an express provision of this Agreement, the Union shall process the grievance in accordance with the following procedure, except that employee suspensions, terminations and class grievances impacting two (2) or more employees may be appealed immediately to Step Three. In the event the Union or the Employee fails to adhere to the grievance process, the grievance shall be deemed closed, except in the event of agreed upon extensions. Any grievance investigation shall occur during non-working time and in non-working areas.

Step 1: The Employee and/or the Union representative shall present the grievance in writing to his/her immediate supervisor within ten (10) days of the date of its occurrence or ten (10) days after the events giving rise to the Grievance reasonably could have been known.

The written Grievance must identify 1) specific contract Article(s) and Section(s) violated, 2) the Employer representatives, if any, or other staff and/or persons involved, 3) a comprehensive description of the claimed violation and the manner in which the contract was violated, to include but not be limited to the date and time of the claimed violation

and witness(es) to the claimed violation, if known 4) the specific damage(s) the Employee(s) incurred and 5) the specific relief requested for each Employee(s) impacted. The grievance shall also have, as attachments to the grievance, all documents in the possession and/or control of the Employee(s) and/or Union which pertain to the grievance. Such grievance shall be filed electronically. Such grievance shall be signed by an authorized Union representative and the Employee(s) involved will be copied on the email, which will serve as certification as to the truth of the facts asserted in the grievance.

A discussion meeting of the grievance will be held within ten (10) days of the submission of the grievance. For purposes of a discussion of the grievance, the Employee may be accompanied by no more than one authorized Union representative, except that a single additional union member may attend for training purposes as a representative—with pre-approval from the Hospital. The written answer shall be made available to the grieving employee and Union representative within ten (10) calendar days of the discussion meeting date.

Step 2: In the event the grievance is not settled at Step 1, the appeal must be presented in writing by the employee or Union representative to the Director of Nursing or to the supervisor designated by him/her within ten (10) days after the supervisor's response is due. A discussion meeting of the grievance will be held within ten (10) days of the Step 2 grievance submission. The DON or his/her designee shall render a written answer to the grieving employee and Union representative within ten (10) calendar days of the Step 2 discussion meeting date.

Step 3: In the event the grievance has not been satisfactorily resolved in Step 2, written appeal may be made by the employee or Union representative within ten (10) days of the Step 2 decision to the Director of Human Resources or designee, and shall contain a copy of the grievance and a copy of Step 1 and Step 2 decisions. The Director of Human Resources, or their designee, shall schedule a meeting with the Union and Employee to discuss the grievance. A discussion meeting of the grievance will be held within ten (10) days of the step 3 grievance submission. The Director of Human Resources or

designee shall issue a decision in writing to the Union within ten (10) calendar days after the step 3 grievance meeting.

Step 4: An appeal from an unfavorable decision at Step 3 may be initiated by the Union serving upon Employer a notice in writing of its intent to proceed to arbitration in accordance with Article 12 of this Agreement.

Section 2. Any grievance not answered within the specified time periods may be appealed to the next Step of the grievance procedure immediately. Grievances may be presented at any Step by the mutual consent of the parties in writing. Class action grievances, i.e., those involving a substantial number of Employees and involving precisely the same issues and circumstances, shall commence at Step 3. The time limits may be changed at any Step by the mutual consent of the parties in writing. Failure by the Union or the grievant to comply with any time limitations including those relating to an arbitration demand will close the grievance.

Section 3. Any time limit imposed upon the handling of grievances shall commence on the date of receipt. If the last day (only) of any time limit is on a Saturday, Sunday or contract holiday, then it shall be extended until the Hospital's next regular work day.

Section 4. The term "days" when used in this Article shall mean calendar days.

Section 5. The Union shall provide the Human Resources Director with written notice of all Union representatives who may be involved in the grievance process within seven (7) days of ratification of this Agreement, on January 1 and July 1 of each year or immediately upon a modification to such representatives of the Union.

ARTICLE 12.
ARBITRATION

Section 1. If no mutually satisfactory resolution of a grievance is reached at the conclusion of Step 3 of the Grievance Procedure, and the Union intends to arbitrate the grievance, the Union shall give notice of its desire to arbitrate the grievance, under the then applicable rules of Voluntary Labor Arbitration, by sending a notice to the

American Arbitration Association (AAA) in Philadelphia, PA , and simultaneously mail and email an electronic version of such letter to the Employer's Human Resources Director within ten (10) calendar days after receipt of the Step 3 answer, which notice:

(a) Requests arbitration, identifying the grievance and including whatever forms are required by the AAA; and

(b) Requests the AAA to send to each party a list of fifteen (15) arbitrators. The parties will select in accordance with the AAA Labor Arbitration Rules.

The parties, by mutual agreement, may also bypass the above procedure and mutually agree on an arbitrator. In all cases, the decision of the arbitrator will be final and binding on both parties.

Section 2. The arbitrator's jurisdiction shall be exclusively confined to consideration of the facts and circumstances giving rise to the grievance and the issues presented on the face of the grievance. The arbitrator shall have the authority only to interpret the provisions of this Agreement and shall have no authority to add to, modify or change any of the provisions of this Agreement. The arbitrator shall have the authority only to deny or uphold the grievance as it is literally presented by the Grievant on Appendix E, in accordance with Section 5, Step 1 of Article 11 of this Agreement. Damages, if awarded, shall be reduced by the amount of the grievant's receipt of unemployment compensation benefits, worker's compensation benefits, earnings from another source, employment or otherwise. The arbitrator may consider the employee's failure to seek mitigation of lost earnings.

Section 3. The cost and the expense of the arbitrator and the hearing room shall be split evenly between the Union and the Employer. If either party requests an official transcript, each party will pay half. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.

Section 4. No individual Employee may institute an arbitration proceeding.

Section 5. Awards or settlements of Grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the Grievance Procedure, except if the grievance concerns an error in the Employee's rate of pay, the proper rate shall be applied retroactive to the date the error occurred.

Section 6. This Article 12 shall not, under any circumstance, survive the expiration or termination of this Agreement for any purpose(s) and the Parties expressly disavow any intention to create any implied-in-fact agreement whereby this Article 12 would survive the expiration or termination of this Agreement.

ARTICLE 13.
SENIORITY

Section 1. Definition

(a) Employer seniority is defined as the length of time an Employee has been continuously employed in any capacity by the Employer, predicated on the most recent date of hire.

(b) Bargaining unit seniority is defined as the length of time an Employee has been continuously and actively employed in any position covered by Article 1, predicated on the most recent date of hire.

Section 2. Accrual

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

(b) Seniority shall accrue during a continuous authorized leave of absence with or without pay up to six (6) months, provided the Employee returns to work immediately following the expiration of such leave, and during a period of continuous layoff up to a maximum of nine (9) months or the employee's length of service, whichever is less, if the Employee is recalled to employment provided the Employee returns to work immediately upon recall.

(c) In cases where the Employer decides to consolidate two or more comparable departments or units, the Employer shall merge the bargaining unit seniority lists of such departments or units by shift.

(d) Comparable departments or units shall be defined as those departments or units which provide the same services and which require the similar qualifications, skills and abilities from the Employees.

Section 3. Termination and Loss of Seniority – An Employee shall lose his/her seniority status and all rights under this Agreement and his/her employment with the Employer shall be terminated when he/she:

(a) quits, resigns or terminates voluntarily;

(b) retires;

(c) is discharged for just cause;

(d) fails to return to work within three (3) calendar days upon the expiration of an authorized leave of absence, unless he/she notifies the Employer prior to such expiration of his/her inability to return to work for a reason deemed to be satisfactory by the Employer;

(e) is laid off or absent from work on an approved leave (including disability or workers comp.) for a period of nine (9) consecutive months or the employee's length of service, whichever is less;

(f) fails to return to work within five (5) calendar days of recall from layoff after verbal notification, email notification or written notice to return to work has been communicated by the Employer to the phone number, mailing address or email address in the Employee's Personnel file;

(g) is absent without notifying the Employer, unless the Employee can provide a reason for the inability to provide notice which is satisfactory to the Employer; or,

(h) violates the No Strike – No Lockout Article of this Agreement.

(i) In the event an Employee moves into a non-bargaining unit position at Pottstown Hospital and returns to a bargaining unit position within three (3) months, the Employee shall have his/her previously accrued Employer seniority restored after completion of his/her probationary period.

Section 4. Application

(a) Employer seniority shall apply wherever seniority is a factor in determining the eligibility or computation of benefits.

(b) Bargaining unit seniority shall apply in all other cases where seniority is a factor in making employment decisions, including transfers, layoffs, temporary transfers, reassignments, shift and schedule changes and in low census staffing situations as set forth in Article 14, "Low Census Staffing."

(c) The seniority rank of Employees hired the same date will be determined by alphabetical order (A-Z) according to the last name of the Employees.

(d) All other ties in seniority ranking will be determined by Employer seniority.

Section 5. Layoff

(a) In the event the Employer decides to eliminate a position or to permanently reduce the number of Employees within a department or unit, classification, shift and category of employment, the Employer shall notify the Union and the affected Employees no less than fourteen (14) calendar days in advance of the layoff. The Employer will make itself available to meet with the Union and affected Employees within forty-eight (48) hours after the Employer provides notice to the Union. In lieu of the notice, the Employer shall pay the affected employees for any scheduled shifts during the notice period.

(i) All open positions will be frozen on the date of notification to the Union of the layoffs. These positions will remain frozen for a forty-eight (48) hour period following the layoff meeting above. At the conclusion of the layoff meeting, the Union will notify the Employer of any frozen positions that employees are not interested in and which may then be unfrozen. In no event shall any positions remain frozen for more than 96 hours after initial notice has been provided to the Union of the layoffs.

(b) In the event the Employer decides to layoff in a particular department, unit, classification, shift and category of employment (i.e., full-time, part-time), temporary and probationary Employees shall be laid off first in that order followed by per diem.

(c) Non-probationary Employees within department or unit, and category of employment (i.e., full-time or part-time), shall be the next to be laid off in the inverse order of bargaining unit seniority. In the case of a layoff within a classification, within a nursing unit, nurses with a final warning on their record which is not involved in an open grievance shall be laid off first. Thereafter, employees will be laid off in inverse seniority order.

(d) Employees to be laid off will be given the opportunity to fill all vacant positions provided the Employee has the necessary skills, license, certification, education, competencies, experience and ability to perform in the position at the required level with a normal orientation to the unit and its procedures. For the purpose of interpreting this Article, normal orientation to the unit and its procedures shall mean a familiarization with the specific chain of command, unit routine, and physical layout of the unit, but shall not mean training with respect to the minimum skills and abilities required to competently and efficiently perform the essential duties of the position. The Employer's decision shall not be arbitrary or capricious.

(e) Full-Time and Part-Time Nurses shall have the option of transferring to a Per Diem position in lieu of layoff, should one be available. In the event a Per Diem position is available and should a Full-Time and Part-Time Nurses transfer to such position, the transferring nurse will be paid the applicable wage rate of the Per Diem position.

(i) Employees whose positions are eliminated and who take an open position prior to being laid off, shall retain the following modified recall rights. During the nine (9) month period after accepting a vacant position, the employee may make Human Resources aware of a vacant available position that he or she wants within the hospital that the employee is qualified for. Provided the employee makes Human Resources aware of his or her desire for this position within the seven (7) day internal posting period, he or she will have priority for the vacant position. If two or more employees both wish to exercise their modified recall rights to the same position, priority will be based on bargaining unit seniority. Should the employee be awarded the position his or her modified recall rights shall immediately end.

Section 6. Recall

(a) Whenever a vacancy occurs in the bargaining unit that the Employer has determined to post, Employees who are on layoff shall be recalled in the reverse order in which they were laid off. Laid off Employees will be given the opportunity for recall to any vacant bargaining unit position that the Employer has determined to post, provided the Employee has the necessary skills, license, certification, education, experience, competencies and ability to perform in the position at the required level with a normal orientation to the unit and its procedures.

(b) If a vacancy occurs in the bargaining unit that the Employer has determined to post and no qualified Employee has recall rights, the position shall be posted pursuant to Section 7 of this Article. Where laid off Employees wish to be considered for temporary recall to temporary vacancies, they will be placed on a list for call-in.

Probationary, casual and temporary Employees who have been laid off have no recall rights or privileges.

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

Section 7. Transfer, Job Posting and Vacancies

(a) Where a vacancy in a bargaining unit job occurs and the Employer determines to fill the position, the Employer shall post a notice of such vacancy in the manner it ordinarily uses for notices to bargaining unit Employees for a period of not less than seven (7) working days, excluding weekends and holidays, before the vacancy is filled. These notices shall be accessible for viewing by employees via online portal which can be accessed by employees both on or off the Hospital's premises. The notice shall include the classification, the employee status, forecasted hours per shift, shift times, and forecasted hours per pay period. Positions shall be posted with specific shifts and specific shift times, which may include rotation to other shifts. Job descriptions shall be available in the Human Resources Department. Qualifications shall be the required skills, license, certification, education, experience, competencies, and ability to perform in the position at the required level with normal orientation to the unit and its procedures.

To be eligible for consideration, Employees must file an application to fill a posted vacancy during the posting period in the manner ordinarily used for filing such applications. The Employer may disqualify an applicant who has less than six months of service in his/her current position. However, this ability to automatically disqualify an applicant for a vacant shift shall not apply to situations in which the employee is applying for a vacant position within the unit that would only be a change to the employee's FTE status or shift. The Employer will fill the vacancy by selecting the most qualified applicant (internal or external) on the basis of comparative qualifications, skill, ability, education, experience, seniority, competencies and documented disciplinary history. Where applicants are judged by the Employer to be equivalent, preference will be given to internal candidates. The Employer's decision shall not be arbitrary or capricious. A successful candidate will normally be assigned to the position within six (6) weeks of selection.

(b) Where a vacancy that the Employer has determined to post as defined herein becomes available on a particular unit, classification, shift, and category of employment (i.e. full-time or part-time) and a non-probationary full time or part time Employee in that unit, classification and category of employment desires a change to that shift, he/she shall be placed in that position. In the event more than one

such Employee requests the transfer, bargaining unit seniority shall prevail.

(c) A vacancy is defined as an opening in a bargaining unit position which the Employer has decided to fill with a regular Employee. The Employer retains the discretion to not fill an open position.

(d) When the Employer determines that a permanent transfer of Employees is required to a different unit, shift, or schedule within a classification within a department, it shall first ask for volunteers. When more volunteers than positions are available, the transfer will be awarded to the volunteer with the greatest bargaining unit seniority. If an insufficient number volunteer, the involuntary permanent transfer will be assigned to those with the least bargaining unit seniority. In either event, the Employee must have the required skills, license, certification, education, experience, competencies and ability to perform the duties of the position at the required level with normal orientation to the unit and its procedures.

(e) In the event it becomes necessary to temporarily reassign Employees from one unit/department/shift to another unit/department/shift on a long-term basis (that is not covered by Article 15), volunteers with the greatest bargaining unit seniority shall be transferred first provided they have the necessary skill, ability, competencies and experience in the unit to which they are being transferred. Should there be insufficient volunteers, the Employer shall transfer Employees qualified as described in this paragraph, on a rotating basis by bargaining unit seniority to the other department/unit/shift. Reassignment will be for a full schedule or the remainder of the reassigned employee's schedule. Employees shall be returned to their former department/unit/shift in reverse order of transfer.

ARTICLE 14.
CANCELLATION

Section 1. Notwithstanding Article 13, "Seniority," the Employer retains the discretion to temporarily reduce staffing on a given shift in a unit or division due to decreased census (or volume), and may cancel an employee's shift (or a portion thereof) if temporary

reassignments set forth in Article 15 are not available. In any event, the Employer may deviate from the below list in order to retain qualified staff needed to perform the remaining work.

Cancellation or "flexing" based on low census will be done in the following order:

(a) Third party Agency (Provided it will not result in a fee per the Agency contract)

(b) Tower Agency (Enterprise) scheduled above core FTE (including but not limited to bonus shifts)

(c) Tower Agency (Enterprise)

(d) Volunteers (on a rotating basis). However, a nurse that is reassigned off their home unit, and over the course of the shift census drops on the unit to which they have been reassigned, shall be given the first option to volunteer to take a low census day.

(e) Bargaining Unit Members, on a rotating basis, who are:

(i) Working a shift that includes bonus/incentive pay; or

(ii) Currently receiving overtime pay at the time in which the decision is made.

(f) Bargaining Unit Members scheduled above core FTE (on a rotating basis)

(g) Bargaining Unit Members (on a rotating basis)

Section 2. When cancelling volunteers, the Employer will first cancel among those who have made themselves available in Kronos. If there are multiple volunteers, the volunteer who has not been canceled for the longest period of time will be chosen. If additional volunteers are needed, and time permits, the Hospital may solicit volunteers from the

affected unit. If time does not permit, or there are not a sufficient number of volunteers, the Hospital will move to the next category of the list above.

Section 3. The employee who is being canceled has the following options:

(a) Work an alternative day, department, or shift with the greatest need as assigned by the department head or designee—provided there exists such need. For the avoidance of doubt, the Hospital shall not be required to create a shift for this purpose.

(b) Use Earned Time Off (ETO) not to exceed the employees' FTE status. Employees shall not be permitted to use Income Protection Time (IPT).

(c) Elect to take canceled time unpaid

Section 4. In the event of a cancellation, the Hospital will call/text the employees at least one and one half (1.5) hours before the start of the shift, except in cases of emergency. The Hospital will call or text the number on file for the employee. If called or texted one and one half (1.5) hours in advance, the employee will not be paid any minimum, even if the employee fails to answer the call or text. If an employee is called and canceled with less than one and one half (1.5) hours' notice, prior to arriving at the Hospital, they shall receive two hours (2) hours pay.

If the Hospital has not called the employee and the employee has reported to work and is subsequently cancelled, the employee will be given three (3) hours of work, or if no work is available, will be paid a minimum of three (3) hours for the shift. If the employee declines the available work, the minimum shall not apply.

Section 5. A voluntary cancellation request may be made by an employee via Kronos. Voluntary cancellation shall count in the rotation order, the same as involuntary cancelation.

Section 6. In the event the Hospital is flexing an employee off prior to the start of his or her shift, the Hospital will contact the employee at least one and a half (1.5) hours prior to the start of the

employee's shift and provide the employee with notification that he or she has been flexed off.

If the affected shift begins at 7:00am, the Hospital will cancel the employee for no less than 8 hours. However, the employee shall report to the Hospital by 3:00pm to work the remainder of their scheduled shift (i.e., from 3:00pm to 7:00pm), unless the employee is cancelled for the remainder of their shift and notified of the same by no later than 1:30pm.

If the affected shift begins at 7:00pm, the Hospital will cancel the employee for no less than 4 hours. However, the employee shall report to the Hospital by 11:00pm to work the remainder of their scheduled shift (i.e., from 11:00pm to 7:00am), unless the employee is cancelled for the remainder of their shift and notified of the same by no later than 9:30pm.

Employees who are flexed off may utilize the options listed in Section 3. The preceding provision shall not apply to the Emergency Department or procedural units which may be flexed in accordance with current practice.

ARTICLE 15.
FLOATING

Section 1. If the Hospital finds it is necessary to float nurses to other units, it first shall solicit qualified volunteers (if available) from the affected unit(s). If there are an insufficient number of qualified volunteers, nurses shall be floated in the following order:

(a) Volunteers

(b) Third party Agency (provided it is permitted per the applicable agency contract)

(c) Tower Agency (provided the individual has sufficient competency)

(d) Internal Float Pool

(e) Nurses not on home unit.

(f) Bargaining unit on a rotating basis

Each unit will maintain a log of nurses who were floated and where. In any event, the Employer may float out of order to retain qualified staff needed to perform the work based on skill levels. Except in an emergency, nurses will not be floated within the first three (3) months of employment and Graduate nurses will not be floated within six (6) months of employment.

Section 2. Where it is necessary to float nurses from one unit to another, nurses will be given direct patient care assignments for which the Hospital judges them to be both qualified and competent. At the discretion of the hospital, nurses from any department may be floated to provide "Helping Hands" where the work need exists.

Section 3. When a nurse is floated to another unit, the unit Director, the Facilitator RN, or designee shall provide the following if not previously floated to the unit:

(a) Meet with the reassigned nurse to discuss the assignment, processes, and workflow.

(b) Provide an environmental orientation if needed.

(c) Provide the unit Quick Reference Guide to the reassigned nurse;

Section 4. Nurses will not normally be floated to and given a regular assignment in OR, ED, PACU, CBM, CVIR, or Oncology unless they have been employed on the unit in the last six (6) months, or the assignment is for patients of a similar type as their home unit or a unit to which they have been cross trained. Similarly, nurses whose home unit is in the OR, ED, PACU, CBM, CVIR, or Oncology will not be floated from these units unless they have been employed on the unit in the last six (6) months, or the assignment is for patients of a similar type as their home unit or a unit to which they have been cross trained. Notwithstanding the above, employees may be floated as needed in the case of an emergency.

Section 5. Where floating is needed, it shall normally occur during the first hour of a shift, but the parties recognize that events may

occur which necessitate a reassignment later in a shift. Issues related to floating after the first (1st) hour of a shift may be discussed in Labor Management meetings.

Section 6. Bargaining unit nurses, excluding the Internal Float Pool, shall not normally be reassigned twice within a shift. A return to a nurse's home unit shall not be considered a reassignment.

Section 7. Cross-training criteria will be developed in the Nurse Practice and Staffing Committee described in Article 16.

Section 8. Internal Float Pool –

(a) To address periodic fluctuation in staffing and patient census on various units and to ensure more consistent coverage for its patients, Pottstown Hospital has created an internal "Float Pool" for RNs. The Float Pool currently consists of a minimum of ten positions. The Hospital shall have the discretion to increase the number of RN positions included in the Internal Float Pool and to determine their assignments.

(b) The Hospital may reassign a Tower Select (Internal Float Pool) RN prior to implementing Article 14, Cancelation. Should the Hospital not reassign a Tower Select (Internal Float Pool) RN then for the purpose of administering Article 14, Cancellation, Tower Select (Internal Float Pool) RNs will be cancelled based on the assigned unit rotation. The applicable date to be utilized for the Tower Select (Internal Float Pool) Nurse can be found on the Tower Select (Internal Float Pool) Nurse's home unit.

(c) Float nurses may be reassigned prior to nurses regularly assigned to their unit on each day, in accordance with Articles 14 and 15.

(d) The Hospital may require an Internal Float Pool nurse to cover a long-term absence or unit vacancy. However, when this occurs—volunteers within the Float Pool will be solicited first before mandatory assignments are made.

(e) Regular full-time or regular part-time RNs who accept Float Pool positions will receive a $7.00 per hour differential over

their regular hourly rate in addition to any other applicable differentials. Float Pool nurses can be floated more than once during a given shift and may be reassigned at any point during his or her shift.

ARTICLE 16.
NURSE PRACTICE AND STAFFING COMMITTEE

Section 1. The Hospital and the Union agree to create a Nurse Practice and Staffing Committee (Committee) as a shared governance vehicle to discuss and promote professional practice, and the highest quality patient care. The Committee will monitor clinical practices, review policies and procedures relevant to a Committee agenda item, and make recommendations to improve quality outcomes and reduce clinical variability.

Section 2. Composition of the Committee. The Committee shall consist of the President of the Union and up to eight additional members appointed by the Union, and representing the different departments and specialties within the bargaining unit; the Chief Nursing Officer (or designee) and up to eight additional management personnel, appointed by the Hospital.

Section 3. The Committee will meet monthly for up to two hours. Committee members working that day will be released with pay to attend the meeting. Committee members not working will be paid their hourly rate to attend. The Scheduling Committee shall provide coverage through its normal processes. Committee meetings shall be scheduled annually for the calendar year.

Section 4. Both parties will contribute items for the Committee agenda. The review of Hospital staffing will be a standing agenda item for the Committee. Other than standing agenda items on which the parties may agree, additional agenda items shall be presented to the other party one week in advance of the meeting, together with such information or request for information as may be necessary for discussion. The Committee will be co-chaired by the CNO (or designee) and the Union's President (or designee). The note taker for the meeting shall rotate between the parties. The minutes shall be subject to review and approval by both parties.

The Hospital shall post on each unit quarterly the following data which it gathers and reports to regularly and accreditation agencies:

National Database of Nursing Quality Indicators (NDNQI) Direct Care Hours

NDNQI Nursing Sensitive Indicators

Press-Ganey Unit Specific Nursing Performance Data (Patient Satisfaction)

NDNQI RN Satisfaction Survey Data (as conducted)

Other clinical indicators as determined important by the Hospital or requested by the Committee.

On a quarterly basis, the Hospital will provide the Committee the following information, if available:

- Projected Quarterly ADC by unit and actual quarterly ADC by unit;
- The number of FTEs needed to meet staffing grids for each unit and the actual number of budgeted, filled and vacant FTEs by unit;
- Bedside RN turnover.

The Committee shall have as a standing agenda item review of open positions, and plans for recruitment, and discussion of possible recruitment and retention strategies, including financial incentives.

Section 5. The Committee may review, as relevant, unit and department staffing levels, unit specific admission criteria, census, acuity measures, or technological changes and, if warranted, develop and recommend changes to management regarding staffing levels, acuity measures and unit dashboards to improve patient outcomes and nursing satisfaction. The Hospital may accept or reject, in whole or in part, any such recommendations/

The Committee may utilize various sources of evidence to make its recommendations, including but not limited to incident reports, notices

of inadequate staffing, input from unit based staffing and scheduling committees, national data bases, evidence based research, standards adopted by professional nursing organizations (i.e., AACN, AORN), Pottstown Hospital historical and projected data, and demographic data on patient populations.

Section 6. (a) The Hospital agrees that proposed changes to any nurse levels in the staffing grid will be submitted to the Committee for its comment prior to any changes being made. The Committee may also discuss issues related to non-nursing staffing. However, the Hospital shall have the final decision on all staffing grids. Depending upon the availability of nurses in a particular unit, the parties agree the preferred practice is that charge nurses have a reduced assignment. This may be included in any discussion regarding any adjustment to the grid.

(a) Subsequent to discussion of the grids as described in Sections 5 and 6(a), the Hospital shall have the final decision on all staffing grids.

Section 7. The Hospital and the Union recognize the importance of adequate staffing in providing the highest quality of patient care and in ensuring that the highest standards of patient and employee safety and satisfaction are upheld. The Committee shall approach its responsibilities collaboratively and in good faith, recognizing that differences in opinions and approach do not signify bad faith. The parties further agree that the Hospital has not waived any of its management rights relating to staffing issues except as set forth in this Article and this Agreement.

It is the goal of the Hospital to schedule nurses as per the applicable grids, until or unless revised in accordance with Section 6 above. The applicable grids shall be posted on each unit. The Scheduling Committees for those units that have them shall use their best efforts to schedule available nurses consistently with the applicable nursing grids. Vacant slots shall be available for selection as per Article 18, Section 11. The Hospital agrees to be guided by the grids but the parties realize that actual staffing will be impacted by relative acuity, scheduled admissions/discharges, complexity of care, nurse call outs and other relevant factors.

ARTICLE 17.
NON-DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any Employee on account of race, color, religious creed, sex, sexual orientation, national origin, age, veteran's status, marital status, ancestry, disability, or Union affiliation or non-affiliation.

ARTICLE 18.
HOURS AND OVERTIME

Section 1. Due to the nature of hospital services, it is necessary to operate many areas on a twenty-four (24) hour per day, seven (7) day per week basis. Shifts, start times, and shift durations shall, therefore, vary throughout the Employer and may change from time to time. When changes in shifts, start times, and shift durations are anticipated, the Employer shall endeavor to notify the Union and the affected Employees at least twenty-eight (28) calendar days, but in no event less than seven (7) calendar days, before implementation of the scheduled change. In the event the Employer does not provide the Union and the affected Employees such twenty-eight (28) calendar days' notice, the Employer, upon written request of the Union, shall meet with the Union as soon as practicable to discuss the subject change. However, the scheduling and conduct of any such meeting shall not delay implementation of the subject change unless the Employer agrees otherwise in writing.

Section 2. Non-direct patient care nurses shall continue to be paid on a salary basis. All other nurses shall be paid on an hourly basis.

(a) The "work day" begins at 7:00 AM and ends 23 hours and 59 minutes later at 6:59 AM. The "work week" begins at 7:00 AM on Sunday and concludes seven (7) days later at 6:59 AM. A pay period is two (2) weeks.

(b) The "weekend" is defined, for purposes of scheduling for regular full-time Employees, as shifts beginning at or after 7:00 AM Saturday and ending at 6:59 AM on Monday. The weekend, for purposes of the Weekender Program, is defined as beginning at 7:00 PM on Friday and ending at 7:00 AM on Monday.

(c) Full time Employees with FTE status of 1.0 shall normally work forty (40) hours over a one-week period. The above defines the normal hours of work barring a layoff, reduction in hours or modification of shift times in accordance with this Agreement and shall not be construed as a guarantee of hours.

The Employer may, with at least forty-two (42) calendar days written notice to the Union modify (a) above.

Section 3. Consistent with the needs of the Employee's department/unit and with patient care needs, which shall at all times prevail, Employees who are unable to take a 30 minute meal break shall make an attestation in the time clock system and will be paid for the duration of their shift, provided she/he first procures supervisory approval.

Section 4. The Hospital shall make every effort to post work and call schedules by no later than four (4) weeks in advance of the first work day covered by the posted schedule. Once a schedule is posted it shall not change unless by mutual agreement. If unforeseen emergent circumstances require a change in the nursing schedule after it is posted, the Hospital will first seek volunteers for the needed change. Involuntary changes shall only occur as a last resort if needed for patient safety. Normal fluctuations in call offs and census shall not be a basis for involuntary schedule change. In the event of an involuntary change, the nurse affected shall be notified at least 48 hours in advance. The Union shall be notified in the event of an involuntary schedule change. This Section shall not diminish the Employer's rights under Articles 14 or 15.

(a) Consistent with current practice, each unit shall have the initial opportunity to self-schedule or block schedule if the majority of the unit decides to do so. The schedule shall be submitted to the department manager with a proper balance. However, the self schedule or block schedule must be reviewed and balanced by the department manager (or designee) who may make modifications as necessary. Ultimately, the Hospital shall have the final decision on all scheduling matters.

(b) Nurses may find coverage or switch with another nurse for a scheduled shift, with management approval. Management shall

not unreasonably deny the switch because the shift results in overtime for the nurse covering the shift or switch.

Section 5. The Hospital shall, whenever practicable, schedule regular full-time and part time employees so they shall have every other weekend off, unless the Employee was hired to work more weekends or accepts a position requiring a greater number of weekend shifts. Employees may switch weekend duty with others so long as the supervisor approves of the changes in advance and no overtime is needed.

Section 6. Employees working in excess of forty (40) hours in any given week shall receive one and one-half (11/2) their regular straight time hourly rate only for actual hours worked (as defined in Section 8, below). Salaried Employees shall not be paid on an hourly basis and shall not receive overtime.

Section 7. For the purposes of determining "hours worked" in order to compute overtime, scheduled or unscheduled ETO, IPT, holidays, bereavement hours and jury duty and time spent in court on behalf of the employer shall not be included along with actual hours worked.

Section 8. There shall be no pyramiding of overtime and/or holiday premium pay.

Section 9. Employees must have all overtime approved by the Department Manager or Designee prior to working overtime. Where emergency circumstances make this impossible, the Employee must obtain approval as soon as practicable.

Section 10. Notwithstanding Section 1 above, the current scheduling practices shall be maintained, as it relates to shifts greater than eight (8) hours, in areas of the Hospital, where Employees work, to which these shifts are applicable.

Section 11. The Employer shall schedule its regular full-time and regular part-time employees up to their FTE in their home department per its normal scheduling procedures. The Employer shall then schedule its Per Diem employees up to their required FTE in their home department. Next, the Hospital shall schedule all agency nurses, if applicable, up to

their contracted amounts. Following this process, the Hospital shall make available an electronic needs list of all available shifts.

Following the posting of the electronic needs list, bargaining unit employees shall have five calendar days to electronically submit their availability for any open shifts. The Hospital will then award these shifts according to the below order, understanding that the Hospital shall have final discretion on scheduling to ensure patient safety, patient needs and overall equity is achieved.

(a) Full Time/Part Time/Weekend Program Employees in the department in which the available shift exists, provided that selecting the employee for the open shift will not: (a) result in the payment of overtime for any such open shift(s) or the other shift(s) that employee is working during that pay period and/or (b) will not result in the breaking up of the shift into smaller components—unless approved by management.

(i) Managers may offer shifts to employees outside of a department within the division who have indicated interest in picking up shifts.

(b) A rotation between Full Time/Part Time/Weekend Program Employees in the department in which the available shift exists and Per Diem Employees in the department in which the available shift exists.

(c) Full Time/Part Time/Weekend Program Employees who are not in the department in which the available shift exists but otherwise are qualified to work the available shift, provided that selecting the employee for the open shift will not: (a) result in the payment of overtime for any such open shift(s) or the other shift(s) that employee is working during that pay period and/or (b) will not result in the breaking up of the shift into smaller components—unless approved by management.

(d) A rotation between Full Time/Part Time/Weekend Program Employees out of the department in which the available shift exists and Per Diem Employees out of the department in which the available shift exists.

(e) If there are additional remaining unfilled shifts after steps (a) through (d) are completed, these shifts will be awarded as evenly as possible by the Department Director (or designee) to the nurses who have signed up via the Kronos electronic employee schedule management program. In order to resolve any disputes about equity in assignment, records of actual assignment shall be maintained for six months and be made available to the Union upon request on each department.

(f) In no event will employees be paid for time not worked. Nothing in this Agreement shall be read as a guarantee of hours of work.

(g) The Hospital will continue its practice of making available a resource called "Kronos Coach" to bargaining unit employees who have questions or require assistance with Kronos.

Section 12. Except in an emergency, employees must call off no less than the two (2) hours before the scheduled start of their shift.

ARTICLE 19.
EVENING AND NIGHT SHIFT DIFFERENTIALS AND ON-CALL

Section 1. Shift Differentials

(a) Where a majority of worked hours in a shift occur after 2300 but before 0700, nurses will be paid a shift differential for the entire shift of $3.00/hour.

(b) Where a majority of worked hours in a shift occur after 1500 but before 2300, nurses will be paid a shift differential of $2.50/hour.

(c) If the employee has a permanent evening and/or night schedule, ETO taken will be paid at the employee's regular base rate plus differentials. Otherwise, ETO shall not include any shift differential.

(d) When an evening shift employee who is scheduled for evening shift is flexed or sent home by their supervisor, the employee will be paid shift differential on non-productive time. This shall

also apply to an employee who rotates shifts when he/she is working the evening or overnight shift.

(e) No shift differential is paid for IPT.

Section 2. On-Call

(a) The only employees who are eligible for "on call" pay shall be employees who work in procedural units.

(b) Where the Hospital determines that On-Call is required for a procedural Unit, the requirement shall be rotated among the employees. Employees may swap On Call requirements if requested in writing and approved in writing by the Manager. Employees will receive $4.00/hour while serving On-Call. On-Call pay for RN First Assists in the OR shall be $5.00/hour.

(c) On-Call employees who are called in to the Hospital to work will be paid time and one-half for the hours called in or time and one-half for three hours, whichever is greater. In cases where the on call employee has completed a call and clocks out but receives a subsequent call, the minimum guarantee will apply to the subsequent call.

(d) If an employee is called in to work, the employee must report and be ready to work within 45 minutes of being called in.

- Travel time is not counted towards time worked.

(e) Shift differential will be included in the call-in pay where applicable.

(f) Employees who are on call and work beyond their regular scheduled shift shall be paid time and one half for those hours worked but the minimum guarantee will not apply.

(g) If an employee in a procedural unit who is on-call is called in and the call extends into his/her regular shift, the regular shift hours are not counted towards the On-Call hours worked and will be paid at straight time. However, the minimum guarantee will apply to the call.

(h) Rest Time – Employees who are called in and work the majority of the twelve (12) hours prior to the start time of their scheduled shift who wish to use "rest time" may do so up to eight (8) hours and must notify the supervisor prior to leaving the Hospital. Prior to leaving the Hospital, the nurse may request that the rest time be extended to ten (10) hours. The request shall not be unreasonably denied and the supervisor must advise the nurse of any denial at the time the request is made. When employees who are on call and are called into work whereby they work such that they will not have six (6) hours out of their clinical duties before their regular shift, the Hospital may require that the employee have six (6) hours of rest before returning to work. "Rest time" is defined as an employee using banked holiday, ETO time or unpaid time for a scheduled shift in lieu of working their scheduled shift due to safety concerns, *i.e.*, not enough rest between shifts.

Employees who take call who have been called in and who have worked the last four (4) hours preceding the start of their scheduled shift may exercise one of the following options:

- Start work at their scheduled start time and leave after working a minimum of half of their scheduled shift; or
- Come in up to six (6) hours after their scheduled start time and work the remainder of their shift.
- Normally, nurses will not be required to work more than 16 hours in a 24-hour period, including work performed on call. When an employee on call on a day that they have worked is called in to work, the Hospital must make arrangements for their timely relief if the case will require hours in excess of the standard of this paragraph. If the nurse is required to work beyond the 16 hours, the Hospital will document to the union the emergency nature of the case and its efforts to find relief coverage,

(i) Employees can use banked holiday time or ETO time, if available, to cover scheduled time not worked or take the time as unpaid. It is the goal of the Hospital that on call staff shall not be used for scheduled cases, or add on cases which are not emergencies. Where the Union believes this goal has not been met, or is not being met, it will be reviewed during Labor Management.

(j) "On call" will not be used to fill "Extra Shift" opportunities or holes in the schedule. On call will not be used for change in the census or holes in the schedule for units that do not have on call as part of their job. OR staff shall normally not be scheduled on call more than one weekend in a month, in addition to one weekday per week. In the event employees are required (as opposed to volunteer) to take additional shifts, there will be a bonus of $100 for each such shift. Employees who are required to take call for 24 hours shall be paid a bonus of $200.

Section 3. Preceptor and Charge Pay

Preceptor pay shall be uniform at $2.00 per hour and Charge pay shall be uniform at $2.00 per hour. It is the Hospital's goal that employees will not be required to perform charge and preceptor roles simultaneously, but if required to do so, shall receive both differentials. Level III and Level IV Nurses shall not be eligible for either Charge Pay or Preceptor Pay, as these functions are contained within their role. However, the Hospital may pay a Level III or Level IV Nurse Charge Pay or Preceptor Pay.

Section 4. Any differential which an Employee currently receives not specified herein shall be maintained for the term of the Agreement. This section shall not apply where there is an MOU that gives the hospital discretion to make changes.

ARTICLE 20.
REGISTERED NURSE PER DIEM AND WEEKEND WORK PLANS

PER DIEM 72-HOUR PLAN		
Shift	**Pay Rate**	Requirements include:
Day	First full pay period in August 2025 - $54.47 First full pay period in August 2026 - $56.10 First full pay period in August 2027 - $57.78	● Normally scheduled to work 72 total hours per 6-week schedule that will include: ● Work three (3) full weekend shifts in the same 6-week schedule. ● Work every other holiday. If the employee's regularly assigned unit is closed on the required holiday, the employee may be required to work the day before and after the holiday. ● Employees who fail to work the required hours of the Per Diem 72 Hour Plan in any 6-week schedule, for any reason, may be transferred to the General Per Diem Plan 36 Hour Plan by the Employer. Such decisions are not subject to the Grievance and Arbitration provisions of the collective bargaining agreement. ● PERI-OP staff may be required to take On-Call, dependent on departmental needs, for one 12-hour shifts during week and, once per six-week schedule, up to 36 hours on weekend.

PER DIEM 36 HOUR PLAN		
Shift	**Pay Rate**	Requirements include:
Day	First full pay period in August 2025 - $48.62 First full pay period in August 2026 - $50.07 First full pay period in August 2027 - $51.58	● Normally scheduled to work 36 hours in a 6-week schedule that will include. ● An average of one point five (1.5) weekend shift, depending on unit needs, in the same 6-week schedule. ● Work one (1) winter and one (1) summer holiday. (Winter: Thanksgiving, Christmas, New Year's Summer: Memorial Day; July 4th; Labor Day). If the employee's regularly assigned unit is closed on the required holiday, the employee may be required to work the day before and after the holiday. ● PERI-OP staff may be required to take On-Call, dependent on departmental needs, for one 12-hour shifts during week and, once per six-week schedule, up to 36 hours on weekend.

WEEKEND PREMIUM WORK PLAN Weekend is defined as 7:00 p.m. Friday to 7:00 a.m. Monday		
Rotation	**Shift & Pay Rate**	
3/4 Plan (3 weekends per month)	WEEKEND NURSES AS OF AUGUST 6, 2025: First full pay period in August 2025 - $58.71 First full pay period in August 2026 - $60.47 First full pay period in August 2027 - $62.29 NEW* WEEKEND NURSES: New weekend nurses shall be hired at $57.00 and will be eligible to receive a 2% Lump Sum in each year at same time as raises	Requirements include: ● One (1) year commitment to program with one Plan change within the year of commitment. ● The commitment includes the Employee working all Paid Holidays that fall on a weekend. ● 3/4 and 4/4 Plans receive benefits per the below table.
4/4 Plan (4 weekends per month)	WEEKEND NURSES AS OF AUGUST 6, 2025: First full pay period in August 2025 - $63.17 First full pay period in August 2026 - $65.06 First full pay period in August 2027 - $67.02 NEW* WEEKEND NURSES: New weekend nurses shall be hired at $61.33 and will be eligible to receive a 2% Lump Sum in each year at same time as raises.	

* New Weekend Nurses shall mean any nurse joining or hired into any weekend program following ratification of this agreement.

In order to meet the commitment requirements of this Article, Employees may be assigned to work on any shift depending on unit needs

Per diem employees shall be eligible to receive the evening differential and night time differential in accordance with this Agreement. Weekend Plan employees shall be eligible to receive the evening differential and nighttime differential in accordance with this Agreement.

Requirements and Eligibility:

- Must have current Pennsylvania license as a Registered Nurse.
- Must have a minimum of two years' current direct patient care registered nursing experience in an acute care facility.
- Must have current basic life support (Healthcare Provider) certification, CPR, and ACLS, PALS, NRP in designated areas.
- Must complete all continuing education requirements and demonstrate competencies at Annual Mandatory Nursing Competency Day(s).
- The Hospital will determine the number of Employees who participate in the Per Diem and Weekend Plans.
- In the event an Employee receives a first written warning, the Hospital may, in its judgment remove the nurse from Weekend Plan.
- Employees may be required to work any shift, depending on unit needs. Nothing herein shall be construed as a guarantee to provide an Employee the right to any number of scheduled hours, work or pay in any manner whatsoever.

Schedule Requirements:

- Per Diem Plan employees will be scheduled by the Employer to fill vacant shifts in the Hospital schedule in accordance with Article 18, Hours and Overtime.
- Per Diem Plan Employees and Weekend Plan Employees must notify their supervisor or his/her designee of any

absence in accordance with the Hospital's call out procedures.

- Per Diem Plan Employees and Weekend Plan Employees will be cancelled in accordance with Article 14.
- If a Per Diem Plan Employee's holiday shift is cancelled by the Hospital, it will be considered a holiday worked for scheduling purposes, although Per Diem Plan Employees may request to work another holiday.
- If a Per Diem Plan Employee fails to work a required holiday, he/she will be required to work an additional holiday at the discretion of his/her supervisor.
- Weekend Plan Employees and per diem employees who work extra shifts during the week or work extra weekend shifts will be paid their normal rate but will not earn ETO for working the extra shifts.
- If a Weekend Plan Employee calls off for more than six (6) shifts in a calendar year, the employee may be removed from the Weekend Program, in the Hospital's discretion. However, the employee may maintain his or her weekend schedule, however, he or she will be compensated according the wage scale in Article 25 and not the weekend program rate.

Compensation:

- Per Diem Plan Employees will be compensated according to the specific Plan to which they have been assigned by the Employer.
- Per Diem and Weekend Plan Employees will be paid overtime only for all hours worked over 40 in one week.
- Per Diem Plan Employees who work required holidays shall be paid time and one-half of their per diem rate for the required Holiday. Per diem plan employees who work additional Holidays will be paid time and one-half at the general per diem rate for work performed on those additional Holidays. Per diem employees shall take on call as per Article 19.

Benefits:

- Per Diem Employees (non-weekend) are eligible for free parking and participation in the Hospital's 403(b) Plan.
- Employees in the weekend plan are eligible for benefits as per the schedule below.

Resignation, Termination and Plan Change Requests:

- In the event that an Employee would like to apply to change Plans, e.g. from a Per Diem 36 Hour Plan to a Per Diem 72 Hour Plan or a 4/ 4 Weekend Plan to a 3/ 4 Weekend Plan, the Employee must submit their request in writing to the Human Resources Director at least eight (8) weeks in advance of their requested change. Permission of such requests is at the Hospital's discretion. An employee may not request more than one such change in a 6-month period.
- All Per Diem Employees must provide a written notice to their immediate supervisor at least three (3) weeks in advance of their resignation. Failure to do so will make the Employee ineligible for rehire for any position at the Hospital. The Employer reserves the right to provide pay in lieu of working notice to any Employee who submits a timely notice of resignation. Employees who fail to provide a timely notice may be terminated at any time by the Employer.

Pottstown Hospital Weekend Program RN Benefits

Benefit	3:4 weekends	4:4 weekends
Free Parking	Yes	Yes
Health/Dental/ Vision Insurance	Yes at .5 FTE*	Available at .6 FTE rates as per Article 33
Short-Term Disability	No	Covered as per Article 36
Long-Term Disability	No	Covered as per Article 36

Tuition Reimbursement	No	Maximum $8,000/year for qualified courses/programs.
Paid in-service time	If attendance is required; paid at general per diem plan rate	If attendance is required; paid at general per diem plan rate
ETO**	72 hours per year (2.76 hours per pay)	96 hours per year (3.69 hours per pay)
IPT	As per a .5 FTE*	As per a .6 FTE
Bereavement Time	No	Yes as per Article 24
Flexible Spending Account	Yes	Yes
403(b)	Eligible to participate based on Plan requirements	Eligible to participate based on Plan requirements

*Provided the employee has worked a minimum of 1040 hours in the twelve (12) month period prior to the anniversary date of the contract.

**A nurse who is in the weekend 4/4 program as of November 1, 2021, will continue to earn ETO as a .6 FTE. Should the nurse leave the program, this grandfathering status shall cease for that nurse if she subsequently returns to the program.

All other employees in either the 3/4 or 4/4 program may only accrue up to the maximum amount in the chart above and may only carry over one hundred fifty percent (150%) of the ETO hours earned in one year. Current employees joining the weekend program, shall be permitted to bring their bank of ETO into the program up to the 72/96 hour cap. Any additional hours shall be paid out at that time at the nurses pre-program rate.

ARTICLE 21.
FAMILY AND MEDICAL LEAVES OF ABSENCE AND OTHER UNPAID LEAVE

Section 1. This article is to grant a Leave of Absence (LOA) for extended time away from work under certain circumstances detailed below. The Hospital will comply with all requirements under Uniformed Services Employment and Reemployment Rights Act (USERRA), Family and Medical Leave Act (FMLA), and applicable state law.

(a) Employees are eligible for an FMLA if they have completed at least 12 months of service (including prior service within the past seven years) and have at least 1,250 worked hours in the previous 12 months from date of leave request.

(b) Eligible employees may take up to 12 work weeks of leave in a 12- month period for one or more of the following reasons:

1) The birth of a child or placement of a child with the employee for adoption or foster care, and to bond with the newborn or newly-placed child; Note bonding/parental time must be taken in a continuous block of time within the first year of birth or placement.

2) To care for a spouse, son, daughter, or parent who has a serious health condition, including incapacity due to pregnancy and for prenatal medical care;

(c) For a serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care;

(d) For any qualifying exigency arising out of the fact that a spouse, child, or parent is a military member on covered active duty or call to covered active duty status; or

(e) An eligible employee may also take up to 26 work weeks of leave during a single 12- month period to care for a covered service member with a serious injury or illness when the employee is the

spouse, child, parent, or next of kin of the service member. An eligible employee is limited to a combined total of 26 work weeks of leave for any FMLA- qualifying reasons during the single 12-month period.

Section 2. Medical leave (NON FMLA)

(a) Employees who have completed their probationary period but have not yet qualified for FMLA leave because they have not worked a sufficient number of hours in a rolling twelve (12) month period may be granted up to eight (8) weeks of medical leave in a rolling twelve (12) month period for the employee's own serious health condition that would otherwise qualify for FMLA leave.

(b) Employees who have exhausted their FMLA entitlement may be granted up to twelve (12) additional weeks of medical leave in a rolling twelve (12) month period for the employee's own serious health condition that would otherwise qualify for FMLA leave.

(c) Requests for medical leave under this section shall not be unreasonably denied.

Section 3. Personal Leave

(a) Personal leave applies to all non-probationary employees in the bargaining unit. Grant or denial of personal leave shall be within the Hospital's discretion, which decision shall be final and not subject to grievance.

(b) Requesting a Personal Leave

(i) Duration of a personal leave will be at the sole discretion of the Hospital based on the department's needs and on a case by case basis.

(ii) The employee or manager can contact HR Department for the form. The employee or manager must complete Sections 1 & 2 of the Personal Leave Request form.

(iii) The Personal Leave request form needs to be reviewed and approved by both the employee's direct manger and the department's Director.

(iv) Once approvals have been completed by department management, the form needs to be sent to Human Resources for final review/approval/ processing.

(v) Notification of Approval/Denial will be issued to the employee and manager by Human Resources.

Section 4. Domestic Violence leave, Civic Engagement Leave, Witness and Crime Victim Leave and Organ/Bone Marrow Donation Leave applies to all employees per Pennsylvania state law.

Section 5. Definitions:

(a) Worked Hours: Hours worked is defined as actual hours worked and does not include non-productive time such as Earned Time Off (ETO), bereavement, holiday, jury duty, etc.

(b) Twelve (12) Month Period/Look Back, Rolling Calendar Year: 12-month period measured backwards from date the leave is first used.

Section 6. PROCEDURE:

(a) Requesting a Leave of Absence:

(i) Contact FMLASource or HR to apply for a leave of absence. Contact information for FMLASource can be found on the Tower Health Online Communication Center or at www.fmlasource.com.

(ii) If the need for leave is foreseeable, the employee is required to provide at least thirty (30) days' notice before the commencement of the leave, unless impractical to do so under the circumstances, in which case notice must be given as soon as possible. If an employee fails to provide thirty days' notice for a clearly foreseeable leave with no reasonable excuse for the delay, the employee's request may

be denied, until thirty days after the date on which the employee provides notice of the need for leave.

(iii) FMLASource will notify the employee of their eligibility, rights and responsibilities, as well as issue any certifications that are required for the leave requested. Exception – Personal Leaves will be issued by HR and the manager.

(iv) The employee is also required to provide the Health Care Provider Certification within fifteen (15) calendar days of receipt of the form. Failure to timely submit a Health Care Provider Certification may result in the denial of leave and/or delay/denial of protected job entitlement.

(v) If an absence is denied leave and the employee does not qualify for any leave options, the employee may be subject to corrective action up to and including termination.

(vi) In the event of an incomplete medical certification, the employee must return the completed form within seven (7) days of requests for clarifications or additional information. Failure to do so will result in a denial of leave.

(vii) The employee will receive a Designation Notice form within five (5) business days of receipt of the Healthcare Provider Certification form or other documentation as requested by FMLASource for leave. The designation notice will indicate approval/denial or if additional information is needed. Copies of this notice will also be sent to HR and the direct manager.

(viii) If an extension is needed beyond the designated period, the employee is required to contact FMLASource to apply for an extension. If the leave is for a medically necessary reason, the employee is required to provide additional certification from a health care provider, as soon as the employee learns of the need for continued leave.

Section 7. Benefits While on Leave

(i) All benefits elected by the employee may continue while the employee is on an approved leave provided required contributions are made.

(ii) If the employee continues to receive compensation from the Hospital while on leave, any required employee contributions for coverage will continue to be deducted.

(iii) If the employee is not receiving compensation, the employee is required to remit directly to the Human Resources Department any contributions that would normally be paid as an active employee. Failure to remit payments on time may lead to termination of benefits, at which time COBRA will be offered.

Section 8. Return to Work from Leave

(i) Employees returning from an FMLA leave will be reinstated to their same job or to an equivalent job with equivalent status and pay. If an employee whose seniority has not been terminated exhausts all available FMLA leave and continues on a leave granted under Section 2 herein the employee's position is not guaranteed and will depend if that position has been filled. If the employee's position has been posted and filled, then the employee may select an open position on a similar unit for which they are qualified or take a PRN position in their unit if available and they meet qualifications. The employee also may apply for an open position on a unit for which they do not meet experience requirements and they will be considered on a non-discriminatory basis along with other applicants.

(ii) If an employee fails or refuses to return to work upon the completion of a leave of absence and/or after having been certified capable of returning to work, or has had seniority terminated, the employee will be deemed to have voluntarily resigned his or her employment with the Hospital.

(iii) Employees returning from leave because of the employee's own serious health condition must provide certification of their ability to return to work. If an employee has restrictions or accommodation request, this must be reviewed and approved by Human Resources or Employee Health Services prior to returning to work.

(iv) If the employee does not contact their manager or return to work as scheduled, the Hospital may consider the employee to have voluntarily resigned their position. Employees should notify their manager before their expected return to work.

(v) Personal Leave are non-job protected leaves. Reinstatement to an employee's position, an equivalent position, and/or any position for which the employee is qualified is not guaranteed and will depend on the operational needs of the Hospital. If neither the employee's position nor equivalent position is available, the employee will be laid off with recall rights as set forth in Article 13.

Section 9. General Leave Guidelines

(a) Holiday time will be paid or banked during an approved leave of absence.

(b) Earned Time Off (ETO) and Income Protection Time (IPT) will not accrue during unpaid leave.

(c) Exempt employees who accumulate Earned Time Off (ETO) will be required to use their time as outlined in the Paid Leave Policy.

(d) Employees on an unscheduled absence for more than 5-calendar days are required to apply and be approved for a leave of absence by FMLASource

(e) If an employee is on an unscheduled absence after two (2) calendar days and has not returned, applied for a leave and/or all leave requested are denied, this unscheduled absence may be considered an unauthorized leave. An employee on an unauthorized leave may be subject to discipline actions up to and including termination.

(f) The Hospital may prohibit working for another employer while on leave in a position with equivalent job functions the employee performs for the Hospital. Such outside employment may result in corrective action up to and including immediate termination.

(g) Employees are required to use Income Protection Time (IPT) for their own serious health condition, unless leave is paid through Workers' Compensation prior to using unpaid time.

(h) Employees may use IPT (up to a maximum of 6 weeks) on a continuous basis due to the adoption/foster care placement of a child or fathers taking parental leave as long as the leave is approved by FMLASource.

(i) Bonding time is not considered a serious health condition and employee will be required to use ETO or Unpaid time.

(j) A recertification may be required, on a periodic basis, for an employee's continuing need for medical leave.

Section 10. Intermittent Leave

(a) No intermittent leaves will be permitted under a Medical (non FMLA) or Personal Leave of Absence.

(b) Employees on an approved Intermittent FMLA must follow their departments' normal call off procedure as well as report all intermittent time to FMLASource within 48 hours. Failure to report your time to FMLASource within 48 hours could result in time not being counted toward your FMLA entitlement and/or corrective actions.

(c) If the employee requests intermittent FMLA LOA for the purpose of undergoing planned medical treatment(s), the Hospital may temporarily transfer the employee to another equivalent status position with equal pay and benefits to better accommodate the leave. In the case of planned medical treatment for the employee's serious health condition, the employee is required to make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Hospital.

ARTICLE 22.
JURY DUTY

Section 1. Employees who are called to serve as jurors will be compensated at their rate for the shift the employee is scheduled on the

day they serve as a juror. This does not include "on-call" jury time when the employee is able to be at work. Day, evening and night shift employees who serve in this capacity during day shift hours except for those "on-call" will not work their shift on those days.

Section 2. Employees receiving a subpoena or summons to report for jury duty must notify their department head or manager. If the employee is summoned to sit as a juror for additional shifts they are required to bring documentation to their manager. If the employee is on an approved ETO day they will not be required to use ETO if serving as a Juror. They will receive pay as outlined in section 1.

Section 3. If determined by the department manager that the employee's absence would cause hardship to the organization, the department manager should send a copy of the summons and reason for hardship to Human Resources. A request for release from jury duty will be sent to the proper authorities by Human Resources.

Section 4. For nurses who work the night shift, they will be excused for jury duty from the shift which ends the morning of the jury duty requirement. However, upon two weeks' written notice to the Manager in advance of the jury duty obligation, the nurse may opt to utilize the jury duty leave for the shift that begins on the evening of the jury duty requirement in lieu of the shift which ends on the day of the jury duty obligation.

ARTICLE 23.
MILITARY LEAVE

Section 1. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

ARTICLE 24.
BEREAVEMENT LEAVE

Employees shall be eligible and subject to the Tower Health Bereavement Policy in the same manner and on the same terms as non-represented employees. The Hospital may modify or amend this policy from time to time in its discretion provided that the same changes apply to

the Bereavement Policy applicable to non-represented employees in the health system.

ARTICLE 25.
WAGE RATES

Section 1. Table 1 shows the rates for bedside nurses hired into regular full or part time positions, based on their years of experience at the date of hire.

Nurses hired into per diem and weekend positions shall receive the fixed rate for their position, regardless of experience as long as they remain in the weekend program or remain per diem.

Section 2. Wage progression will occur in the first full pay period following execution of the CBA, and in the first full pay period of August 2026 and August 2027 (as set forth below). Employees whose wage rates are subject to and above the pay scale set forth in this Article shall not receive a rate increase. Instead, such employees shall receive a 3% lump sum the first full pay period following ratification, a 3% lump sum the first full pay period following August 2026 and shall receive a 3% lump sum the first full pay period following August 2027. The lump sum shall be calculated based on the employee's pay for the previous 26 pay periods.

Section 3. Registered Nurse First Assists shall receive a Ten Dollars ($10) per hour differential in addition to their base rate, whether regular full or part time, or per diem.

Section 4. Following ratification, Bargaining Unit Employees who level up via the PREP program, shall be entitled to the following dollar amount increases to their base rate:

RN II to RNIII=$3.00/ per hour

RN III to RNIV=$4.00/per hour

RN IV to RNV=$2.00/per hour

Employees moving down the ladder, following ratification, will have the corresponding amounts subtracted from their base rate. In the event the above rates are adjusted for non-represented employees in the health system, bargaining unit nurses shall be paid the same PREP rates as are being paid to non-represented employees.

Table 1 – Regular Full-Time and Part-Time Bedside Rates

Years of Experience	First Full Pay Period in August 2025	First Full Pay Period in August 2026	First Full Pay Period in August 2027
GN	38.76	39.54	40.33
1	42.47	43.32	44.19
2	43.07	43.94	44.81
3	43.77	44.64	45.54
4	44.29	45.17	46.08
5	45.71	47.08	48.50
8	46.23	47.61	49.04
10	49.17	50.65	52.17
15	52.30	53.87	55.49
20	55.42	57.09	58.80
25	56.21	57.89	59.63
30	57.10	58.82	60.58

The Hospital may hire at a rate above the scale with agreement from the Union.

Section 5. In the event that the Hospital determines the need for a system-wide market adjustment for the purpose of hiring, the amount of this increase will be added to the rates above[1].

Non Bedside Nurses Rates

Full-time and part time nurses currently (and hired in the future) in the following job classifications ("Non-Bedside Nurses") shall not be subject

[1] This Section 5 shall also apply to the rates listed in Article 20 but shall not apply to the rates listed in this Article 25 for Non-Bedside Nurses.

to the pay scale contained above, but instead, shall be paid in accordance with the below:

- Case Manager RN
- Chest Pain Coordinator
- Employee Health Nurse PASNAP
- Quality Coordinator RN
- RN Navigator Union
- RN Radiation Clinical Coordinator
- RN Research

Non-Bedside			
	First Full Pay Period in August 2025	**First Full Pay Period in August 2026**	**First Full Pay Period in August 2027**
GN	37.14	37.88	38.64
1	38.02	38.78	39.55
2	38.63	39.40	40.19
3	39.34	40.13	40.93
4	39.87	40.67	41.48
5	41.27	42.51	43.79
8	41.80	43.05	44.34
10	45.18	46.53	47.93
15	47.99	49.43	50.91
20	51.17	52.71	54.29
25	51.97	53.53	55.14
30	52.88	54.47	56.10

Per Diem employees currently (and hired in the future) in the following job classifications ("Non-Bedside PRNs") shall not be subject

to the pay scale contained in this Article 20 or Article 25, but instead, shall be paid in accordance with the below:

- Case Manager RN
- Chest Pain Coordinator
- Employee Health Nurse PASNAP
- Quality Coordinator RN
- RN Navigator Union
- RN Radiation Clinical Coordinator
- RN Research

Plan	**First Full Pay Period in August 2025**	**First Full Pay Period in August 2026**	**First Full Pay Period in August 2027**
Per Diem 72 Hr	50.19	51.70	53.25
Per Diem 36 Hr	44.23	45.56	46.92

The Hospital may hire at a rate above the scales with agreement from the Union.

ARTICLE 26.
HOLIDAYS

Section 1. After completion of 30 days of employment, regular full-time and .8 FTE and above part-time employees shall earn the following paid holidays:

New Year's Day (minor)	Labor Day (minor)
Memorial Day (minor)	Thanksgiving Day (major)
Independence Day (minor)	Christmas Day (major)

Section 2. Employees who work on a holiday shall be paid time and one-half (1 1/2) for all hours worked on the holiday.

Section 3. Each employee as defined in Section 1 above who works the holiday and does not take the eight (8) hours within the pay period in which the holiday falls shall have eight (8) hours designated as "banked holiday." Employees covered in section 1 above who do not work the holiday shall be paid eight (8) hours holiday pay.

To qualify for this holiday benefit, the employee must meet the following requirements:

(a) A new employee has satisfactorily completed thirty (30) calendar days of work preceding the holiday involved.

(b) The number of employees on holiday at one time shall be at the discretion of the Hospital.

(c) The employee works his/her last scheduled shift before the holiday and his/her first scheduled shift after the holiday, and, if scheduled, the holiday itself.

Section 4. Holiday work will be equitably distributed in accordance with the operational requirements of the Hospital. However, each employee .5 FTE and above shall be required to work 3 of the paid holidays listed in Section 1 distributed as 2 "minor holidays," and 1 "major holiday." Employees below .5 FTE shall be required to work 1 major holiday.

Section 5. Departments that are normally closed on holidays will not have a holiday requirement, but may be required to take "on call" as needed. These units shall maintain their "on-call" requirements as per the current practice. Employees who are called to work on the holiday will be paid time and one-half for all hours worked during the holiday. In such a case, if the employee does not take the eight (8) hours within the pay period in which the holiday falls he/she shall have eight (8) hours designated as "banked holiday."

Section 6. Other Per Diem Nurses will work holidays pursuant to Article 20.

Section 7. Individual units within the Hospital will develop a mechanism for submitting requests for holiday. The holiday will be

deemed to take place on the day of the holiday. For overnight shifts, the time and one-half will be paid if the majority of the scheduled hours fall on the Holiday.

ARTICLE 27.
SUCCESSOR CLAUSE

Section 1. Should Tower sell the Hospital, or should the Hospital change ownership as a result of the sale or merger of Tower Health, 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 accrued, unused ETO.

Section 2. The Buyer would be required to recognize PASNAP as the bargaining unit representative of the nurses.

Section 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 Section 1 above.

Section 4. Employees not hired by the Buyer or who decline offers of employment by Buyer will be paid their accrued, unused ETO.

Section 5. Except as provided in Section 6 below, the Buyer would be required to honor the terms of the Seller's collective bargaining agreement with PASNAP for the remainder of its term.

Section 6. Buyer would be permitted to implement its benefit plans for Healthcare, Pension and Paid Time Off.

ARTICLE 28.
EARNED TIME OFF

Section 1. Full-time and eligible part-time employees (.5 to .7 FTE) will earn Earned Time Off (ETO) and Income Protection Time in accordance with the schedule below.

PAID LEAVE PLAN	0 TO 10 YEARS OF SERVICE					
FTE	HOURS PER PAY	ETO HOURS		IPT HOURS		TOTAL ANNUAL PAID LEAVE
		Per Pay	Per Year	Per Pay	Per Year	
1.0	80	7.08	184.08	3.70	96.00	280.08
0.9	72	6.37	165.62	3.33	86.58	252.20
0.8	64	5.66	147.16	2.96	76.96	224.12
0.7	56	4.96	128.96	2.59	67.34	196.30
0.6	48	4.25	110.5	2.22	57.72	168.22
0.5	40	3.54	92.04	1.85	48.10	140.14

PAID LEAVE PLAN	10 PLUS YEARS OF SERVICE				
FTE	ETO HOURS		IPT HOURS		TOTAL ANNUAL PAID LEAVE HOURS
	Per Pay	Per Year	Per Pay	Per Year	
1.0	8.62	224.12	3.70	96.00	320.12
0.9	7.75	201.5	3.33	86.58	288.08
0.8	6.89	179.14	2.96	76.96	256.10
0.7	6.03	156.78	2.59	67.34	224.12
0.6	5.17	134.42	2.22	57.72	192.14
0.5	4.31	112.06	1.85	48.10	160.16

Section 2. Priority vacation (ETO) calendars for each department shall be posted on or about January 1st. After February 15th, all vacation requests must be submitted six (6) weeks prior to the start of the schedule that includes the requested vacation time. Up to 10% of RN shifts per unit on a weekly basis, or one (1) RN per unit per shift, whichever is greater, will be scheduled if requested as ETO subject to the staffing needs of the unit. Subject to management approval and staffing needs, additional ETO may be requested.

Section 3. On or about February 15th, priority ETO requests for full weeks shall be granted on a rotating basis, so that priority ETO periods are not monopolized. The rotation shall begin with the employee

having the greatest Employer seniority. Employees are not entitled to take the same priority weeks in consecutive years unless other employees have had the opportunity to bid on the week. No ETO may be scheduled between the dates of December 15th and January 2nd, unless scheduling of the Hospital permits. Subject to staffing needs, each eligible employee shall have the chance to take at least one (1) week off during the priority summer vacation period. The priority summer vacation period is defined as the period between (and inclusive of) Memorial Day and Labor Day. No employee shall be entitled to take more than one (1) week during this summer period until every eligible employee has been given a chance to take at least one (1) week off. Priority vacation calendars will attempt to have enough slots to permit each nurse to select one (1) week during summer vacation period. (Part-time employees' vacation weeks shall be based on their actual hours of work per pay period.) If there are not enough weeks available, preference shall be granted according to Bargaining Unit seniority.

Section 4. ETO requests submitted after February 15th shall be granted on a first come, first served basis. No vacation days shall be paid or approved unless a prior written request is submitted at least six (6) weeks in advance to the Department Head, except at the discretion of the Department Head. When simultaneous requests are made, Bargaining Unit seniority shall be determinative. The Employer shall provide a response to any request under this Section within seven (7) calendar days. However, the lack of such response shall not be construed as approval. In all cases, vacation scheduling shall be subject to staffing and patient care needs.

Section 5. In emergency circumstances where patient care is jeopardized, scheduled ETO may be canceled. In such cases, due consideration shall be given to prior financial commitments made by individual employees.

Section 6. No ETO may be taken until the Employee has completed her/his probationary period. Employees must have sufficient ETO hours in their ETO bank to cover requested ETO at the time the ETO is taken. Employees may request that they be permitted to take pre-approved ETO as unpaid where they have insufficient ETO in their bank at the time it is to be taken. Such requests shall not be unreasonably denied.

Section 7. If a death occurs during any Employees' approved ETO time, and that Employee would otherwise be qualified for Bereavement days under the meaning of Article 24, then those ETO days that would otherwise be qualified bereavement days will be treated as bereavement days.

Section 8. An Employee on an un-paid approved leave of absence shall not earn ETO credit.

Section 9. If an Employee is hospitalized or is receiving Workers' Compensation or disability payments prior to his/her scheduled ETO and the hospitalization or disability with payment extends into the scheduled ETO period, the Employee's ETO may be rescheduled at the discretion of the Hospital.

Section 10. ETO Donation Program will be in accordance with the Tower Health Benevolent Sharing Policy.

Section 11. Scheduled ETO shall not accrue points under the Hospital Attendance System.

Section 12. An employee may "cash out" up to eighty (80) hours of ETO annually at seventy-five percent (75%) of the applicable wage rate provided his/her ETO bank does not fall below forty (40) hours.

Section 13. Employees may carry over one hundred fifty percent (150%) of the ETO hours earned in one year.

Section 14. An employee who changes status from full-time to part-time benefit-eligible shall not be paid out his/her accrued, unused ETO. If the employee's ETO balance at the time of transfer exceeds the maximum allowable ETO balance for the position into which he/she transfers, accruals will cease until the employee uses enough accrued ETO to bring the balance below the maximum amount. An employee who changes status to a position which does not accrue ETO shall be paid out his/her accrued, unused ETO.

Section 15. Employees regularly scheduled to work every third weekend may use up to two ETO days annually on the weekend, without being required to find coverage. Employees regularly scheduled

to work every other weekend may use up to four ETO days annually on the weekend, without being required to find coverage. This must be requested within the normal scheduling development guideline.

Section 16. For weekend employees, a weekend will constitute a week for vacation scheduling purposes, regardless of whether it falls within a single pay period.

ARTICLE 29.
INCOME PROTECTION TIME

Bargaining Unit Employees shall be permitted to participate in the Tower Health Income Protection Time Program in the same manner and on the same terms as non-represented employees. The Hospital may modify, substitute or amend this policy from time to time in its discretion provided that the same changes apply to the Tower Health Income Protection Time Program applicable to non-represented employees in the health system. Notwithstanding the above, for the life of the Agreement, the Hospital shall not institute a "life time cap" on the amount of IPT time that an employee can accrue.

ARTICLE 30.
EDUCATIONAL ASSISTANCE

Section 1. The Hospital, as part of Tower Health, seeks to provide Educational Assistance to nurses to improve the nurse's qualifications in his/her present job or for other positions within the Hospital. To be eligible for educational assistance, the employee must be a regular full-time or part-time employee with a minimum of a .5 FTE status (scheduled regularly for forty (40) or more hours per pay period) at the time the course was approved and fulfill the service requirements set forth in Section 5 below. The employee must retain eligibility status for duration of the reimbursement plus the service requirement listed in Section 5.

Section 2. Only eligible programs are available for Educational Assistance. Eligible programs are courses taken at regionally or nationally accredited educational institutions and said courses must be part of one of the following programs:

(a) Accredited RN to BSN;

(b) RN to MSN Bridge Program;

(c) BSN to MSN;

(d) MSN to DNP;

(e) Post-Master's certificate;

(f) For advanced Degrees in Health Care related fields outside of MSN or DNP, an exception may be granted at the Hospital's discretion upon approval of the CNO and Director of Human Resources.

No other program will qualify.

The Educational Assistance may be used only to cover tuition, laboratory fees, and/or challenge or competence examination fees.

Section 3. (a) Reimbursements shall be up to $8,000 per calendar year. Reimbursements for any of the programs listed in Section 2 above shall be limited to three (3) consecutive years towards the degree in question. For purposes of determining the calendar year to which the reimbursement applies, it shall be based on the date on which the term in which the course occurs begins.

(a) Educational Reimbursement will be offset by any other applicable assistance such as tuition discounts, scholarships, grants, financial aid, etc. The applicable educational reimbursement will be paid directly to the employee, as set forth in Section 7 herein, minus any applicable withholding taxes.

Section 4. To receive Educational Assistance payment, the employee, for an undergraduate course, must achieve a grade of C or above. For a graduate level course, the employee must receive a grade of B or above. In either case, if a course is graded pass/fail, the employee must receive a "Pass" grade.

Section 5. (a) An employee who receives Educational Assistance shall be obligated to continue working as a full-time or part-time (.5 FTE or above) employee with the Hospital for two (2) years from which the most recent reimbursement was paid.

(a) Except as provided herein, if the obligation in (a) is not fulfilled due to termination for any reason or due to converting into other than full-time or eligible part-time (.5 FTE and above status), the employee is required to pay back a pro-rata portion of the reimbursement(s) based upon the number of months remaining to complete the two-year obligation(s) for the reimbursement(s). In the case where an employee is laid off, the repayment obligation shall be suspended during the period of layoff and shall resume at such time as the employee is recalled to work even if the employee declines the recall. Should the employee not be recalled and the recall rights expire, the obligation shall be forgiven. The Hospital is authorized to recover the reimbursement(s) as follows:

a. Payroll deduction from the employee's ETO payout and/or unpaid salary;

b. By billing the employee for any remaining unpaid balances;

c. Legal action.

Section 6. Application Process

Employees seeking Educational Assistance shall apply for the Educational Assistance as follows as provided by Tower. Once the Educational Assistance Program website is operative, employees will apply as follows:

(a) Employees must submit an application via the Educational Assistance Program website;

(b) The application must be submitted no earlier than 120 days before and no later than 45 days after the start of the course;

(i) Failure to submit an application within this timeframe will result in the rejection of the application.

(c) The employee's manager shall have nine (9) business days to review the request.

(d) The employee will be notified, through the Educational Assistance Program, of the application's status.

Section 7. Reimbursement

(a) The employee must comply with the Educational Assistance Program reimbursement process as follows:

(b) Employees must submit reimbursement requests via the Educational Assistance Program website;

(c) All reimbursement requests and appropriate documentation must be submitted within 90 days after the course has ended for the request to be considered for reimbursement;

(i) Failure to submit a reimbursement request within this timeframe will result in denial of reimbursement;

(d) All required documentation must be submitted following Educational Assistance Program's reimbursement request process (prior to the Educational Assistance Program being operational, documentation shall be submitted manually);

(i) Required documentation may include, but is not limited to:

a. Final letter grade/proof of course completion;

b. Itemized bill.

(e) Reimbursements shall be issued on the pay date following the processing of all required documentation.

Section 8. Nurses may also utilize the Traditional ("Unenhanced") Education Benefit where applicable as set forth in the Tower Education Policy.

Section 9. Should Tower Health System adopt a student loan forgiveness or reimbursement program, it shall apply to the bargaining unit.

ARTICLE 31.
MISCELLANEOUS BENEFITS

Section 1. Certification/Recertification

(a) Full-time employees and .5 FTE and above part-time employees for certifications listed herein shall be reimbursed for the cost of certification tests, upon proof of successful completion. Reimbursement shall be limited to certification in one (1) area. To qualify for such reimbursement, the employee must be qualified to take the test, certification must be germane to the employee's assignment and must be on the list set forth in (b) below. Employees shall not be reimbursed for lost time or any other expenses in connection with the test.

(b) The certifications covered herein are:

American Association of Critical Care Employees

Board of Certification for Emergency Nursing

Enterosotomal Therapy Nursing Certification Board

National Intravenous Therapy Association

Oncology Nursing Certification Corp.

National Certification Board for Perioperative Nursing, Inc.

Certified Health Education Specialist

Case Management Certification

Others as added by mutual agreement

Section 2. Mileage – The Employer will pay mileage reimbursement at the IRS rate when an employee is required to use his/her personal vehicle in the normal course of the job.

ARTICLE 32.
HEALTH INSURANCE

Section 1. Employees currently have the option of selecting from one (1) of four (4) Medical Plans referred to as the: Choice Plan, the Select Plan, the Basic Plan and the High Deductible Plan. Employees are offered three (3) levels of benefit in the various plans: 1) Tower-Affiliated Facility (Tier 1); 2) In-Network (Tier 2); and 3) Out-of-Network (Tier 3). If a service is available at a Tower-Affiliated Facility and an Employee chooses to obtain the services elsewhere, benefits will be paid at Tier 2 or 3 as appropriate.

(a) Where a service or procedure covered under the medical plans is not provided at a Tower Tier 1 facility, the employer may obtain a referral to Tier 2 facility where the procedure will be billed as if performed at a Tier 1 facility. To do so, the employee must comply with the process of securing such referral through the appropriate managerial service

Section 2. The Plans and all associated costs (including but not limited to, deductibles, co-pays, co-insurances, surcharges, maximums, incentives, etc.) may be modified, or discontinued, by the Employer provided the modifications or cessations apply to unrepresented Employees throughout the Tower System—with the exception of premiums which shall be subject to the below restrictions.

(a) Full-time and eligible part-time employees shall pay, twice monthly through payroll withholding, for the Plan selected by employee as well as the category of coverage, i.e., Employee Only, Employee and Spouse, Employee and Child(ren) or Family. Premium share may be altered as modified below by the Hospital to the same extent as altered for unrepresented employees.

(b) For each successive plan year, the employee proportional share of premiums shall not exceed 17% of total premium for full-time employees, and 30% of total premium for part-time employees. Employee's total premium increase shall not exceed 14.5% of the premium cost for the prior year.

Section 3. The Employer reserves the right, in its sole discretion, to provide any or all such benefits, in whole or in part, on a self-insured basis and/or on an insured basis with a carrier(s) of its choice.

Section 4. Some or all of the benefits noted herein are described in Summary Plan Descriptions and/or actual Plan Documents applicable to the specific benefits. In the event of a conflict by or among this Agreement, any of the Summary Plan Descriptions and/or actual benefit Plan Documents, then the actual Plan Documents primarily, and the Summary Plan Description secondarily, will control.

Section 5. Prescription Benefits – Prescription benefits shall be determined in accordance with the terms of the Medical Plan selected by the Employee, and may be changed as changed for unrepresented employees in Tower Health.

Section 6. Dental Plan – Upon ratification of this Agreement, the Employer shall make available the Tower Health Dental Plan to regular full-time and regular part-time Employees, and may be changed as changed for unrepresented employees in Tower Health.

Section 7. Vision Plan – Upon ratification of this Agreement, the Employer shall make available the Tower Health Vison Plan to regular full-time and regular part-time Employees, and may be changed as changed for unrepresented employees in Tower Health.

ARTICLE 33.
FLEXIBLE SPENDING ACCOUNTS

Section 1. The Employer shall continue to make available flexible spending accounts through which Employees may pay eligible un-reimbursed medical expenses and dependent care expenses under the terms of the Employer's plan that may be in effect from time to time. The

benefit(s) identified in this Article may be changed as changed for unrepresented employees in Tower Health.

ARTICLE 34.
LIFE & ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Section 1. Beginning with the first of the month following thirty (30) days of continuous employment, regular full-time and .5 FTE and above part-time employees shall receive fully paid group life insurance coverage in the amount of one (1) time the Employee's Annual Base Salary. Annual Base Salary is calculated as the Employee's base wage rate multiplied by the number of FTE hours of the position the Employee holds. For example, a regular full-time employee who has a forty (40) hour per week position will have their base wage rate multiplied by 2080 to arrive at their Annual Base Salary. The Employee's Base wage rate is defined as hourly rate of pay that does not include differentials, in-service hours, orientation hours, bonus time or other special adjustments.

Section 2. Eligible employees as defined in Section 1 above may purchase supplemental life insurance coverage under the terms of the plan selected by the Employer.

Section 3. Beginning with the first of the month following thirty (30) days of continuous employment, eligible employees as defined in Section 1 above shall receive fully paid-for accidental death and dismemberment insurance coverage under the terms of the plan selected by the Employer.

Section 4. The Hospital may modify the Life and AD&D Plan provided the modification applies to all Tower Employees. The Hospital will provide sixty days (60) days' notice to the Union of any change in the Plan, together with a Summary Plan Description of the Modified Plan, and will meet and discuss with the Union upon request prior to the implementation of the modification.

ARTICLE 35.
SHORT TERM & LONG TERM DISABILITY INSURANCE

Section 1. Full-time employees and .5 FTE and above part-time employees may purchase short term disability coverage under the terms of the plan selected by the Employer. All benefits eligible Employees will be covered under the group LTD Plan selected by the Employer which provides sixty percent (60%) of base salary if disabled (maximum monthly benefit of $5,000.00).

Section 2. The Hospital may modify the LTD plan, provided the modification applies to all Tower employees. The Hospital shall provide sixty (60) days' notice to the Union of any change in the plan, together with a Summary Plan Description of the modified plan, and will meet and discuss with the Union upon request prior to the implementation of the modification.

ARTICLE 36.
EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1. Employees shall receive Employee assistance benefits under the terms of the Tower EAP Program. The benefit(s) identified in this Article shall be subject to modification provided the modification applies to unrepresented employees in Tower Health.

ARTICLE 37.
RETIREMENT

Effective January 1, 2022, the following plan shall apply:

1. Employees will be auto enrolled at 6% pre-tax contributions.

(a) Contributions will start 30 days after date of hire.

(b) If employees wish to opt out, they must do so within 30 days after date of hire.

(c) Employees may increase their contribution to more than 6% or reduce the contribution to an amount lower than 6% in whole number increments.

(d) Employee contributions will be increased automatically by 1% per year unless declined by the employee up to a maximum of 12%.

2. Match. Tower Health will match the employee's first 1% at 100% and the employee's next 5% at 50%. To be eligible for matching contributions, employees must work 1000 hours in a calendar year.

3. Tower Health will discontinue core contributions and retain the ability to make discretionary contributions.

4. Employee vesting in employer contributions is 2-year cliff vesting, but past, continuous service of current employees shall count toward vesting.

5. Future modifications to the Plan by Tower Health shall apply to the bargaining unit. In such cases, the Hospital will give the Union thirty (30) days' notice of the change.

ARTICLE 38.
LABOR/MANAGEMENT COMMITTEE

Section 1. – The parties agree to institute a Labor Management Committee ("the Committee") which shall be comprised of a total of five (5) representatives each from the bargaining unit/Union, and up to five (5) representatives from the Hospital. The committee has been established to discuss issues with the implementation of this Agreement and to discuss other labor-management problems that may arise between the parties. In addition, the Employer and Union agree that either party may provide informed representatives relative to the agenda items, with advance prior agreement from the other party, which shall not be unreasonably denied. The parties shall select their own representatives. The Committee shall meet monthly for a minimum of one hour but not to exceed two (2) hours unless extended by the Hospital and may meet specially upon mutual Agreement of the parties, to discuss matters or issues of mutual concern. Unless otherwise agreed to by the parties, the Committee shall not be a forum for the negotiation of new terms or conditions of employment under the Agreement. Committee meetings shall be scheduled annually for the calendar year. The meetings may occur

either in person or virtually depending on the parties' relative schedules. If the meetings occur virtually they will occur via a videoconference platform that permits the ability to screen share items and/or create breakout rooms should caucuses be necessary.

Section 2. – Each party shall submit a written agenda to the other party no less than five (5) calendar days in advance of any regularly scheduled Committee meeting. If either party requests a special Committee meeting, it shall make such a request in writing at least ten (10) calendar days in advance of its requested date for the Committee meeting and shall include a proposed agenda. The other party shall then respond within five (5) calendar days after its receipt of the request for the special Committee meeting and proposed agenda, either by agreeing to both the meeting date/time and the proposed agenda, or by such other response as it deems appropriate.

Section 3. Staff nurses designated as members of the Committee who are working at the time of the meeting will be released to attend the Committee meeting. If designated nurses are scheduled off when the meeting occurs, they will be paid their hourly rate to attend. For the avoidance of doubt, only those Nurses who are part of the assigned Labor Management Committee will be eligible for this benefit (i.e. any additional "informed representatives relevant to the agenda" discussed in Section shall not be eligible for this benefit.).

ARTICLE 39.
BENEFITS UPON SEPARATION

Section 1. Any employee separated for any reason, excluding those discharged for cause, who give proper notice shall be entitled to receive unused accrued ETO . Proper notice for Employees shall mean written notice of separation three (3) weeks prior to the last day of work. Once such notice is given by the Employee, he/she may not use unused accrued ETO.

ARTICLE 40.
HEALTH AND SAFETY

Section 1. The Hospital and the Union commit to safety and security being a shared responsibility of management and employees.

(a) The Hospital will continue its practice of monitoring its parking lots and Hospital entrances open to the general public after dark.

(b) The Hospital will continue its practice of rounding the Hospital during all shifts.

(c) The Hospital and Union shall have a standing agenda item at Labor Management each month to discuss Health and Safety topics.

(d) The Hospital will continue to publicize its 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.

(e) A copy of the Hospital's protocol for reporting violent or potentially violent incidents to law enforcement is included in Appendix 1. This policy may be modified from time to time at the Hospital's discretion. The Hospital will provide the Union with advance notification of any changes in this policy.

(f) The Hospital will 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.

(g) The Hospital and the Nursing Staff shall work together regarding visitor control in a way that supports the patient's clinical status and needs, language, or other cultural considerations. Nurses may request to limit a patient's visitors to a number they deem appropriate in the exercise of their professional judgment. Should management and the nurses agree, the Security Department will assist Nurses with visitors who fail to cooperate with their instructions or otherwise violate the Visitors' Code of Conduct.

(h) The Hospital will continue to offer support and counseling to employees via RISE or EAP to employees who have experienced threats or violence from patients, visitors, or others while at work. The Hospital shall be permitted to add or remove resources.

(i) Management will promptly investigate staff safety incidents relating to bargaining unit members that are brought to management's attention. Management will report staff safety related incidents relating to bargaining unit members and report findings of their investigation to the Union upon request. The topic of violence protection and staff safety concerns may be discussed at Labor Management meetings.

(j) Two bargaining unit employees selected by the Union may be members of the Hospital's Workplace Violence Prevention Committee. Employees not scheduled to work during the time at which the meeting is scheduled shall be compensated for attending the meeting. No more than two bargaining unit employees shall be compensated for attending these meetings.

(k) The Hospital will continue its practice of installing and maintaining security cameras throughout the interior and exterior of the Hospital. The Hospital shall be permitted to add additional cameras and or modify the location of existing cameras. The Hospital will notify the Union of any changes or additions to the cameras. A purpose of these cameras is to ensure safety throughout the hospital. However, the Employer may utilize footage as part of an investigation.

ARTICLE 41.
SCOPE OF BARGAINING

Section 1. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including by way of example only, fringe benefits, even

though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they executed this Agreement.

ARTICLE 42.
EFFECT OF CONTRACT

Section 1. This Agreement is in lieu of all other contracts or understandings with respect to wages, hours, rates of pay or other conditions of employment, either oral or written, heretofore or now existing between the parties, and the Employer shall not be bound by anything not expressed in writing herein and may, from time to time, modify any policy or past practice not set forth herein. Any such modification shall not give rise to a bargaining obligation.

Section 2. No provision set forth in this Agreement shall be modified, amended or altered except by an instrument in writing executed by both the parties hereto.

ARTICLE 43.
SEPARABILITY AND SAVINGS

Section 1. In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

Section 2. In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provisions which may have been so declared invalid or void.

ARTICLE 44.
JUST CULTURE

The parties recognize that the Just Culture model has been demonstrated to have a positive impact on employee morale, while also

having a measurable, cost-effective impact on improving patient outcomes and reducing errors. Accordingly, the parties agree to incorporate the Just Culture algorithm into disciplinary investigations applicable to the bargaining unit for safety events. The results of the application of the Just Culture model and algorithm shall have no binding effect on discipline under this Agreement. The parties agree that when a nurse is disciplined, the principles of just cause shall apply and any grievance will be limited to whether the resulting discipline is for just cause. The results of the Just Culture model and algorithm may not be introduced at any grievance meeting or grievance arbitration.

ARTICLE 45.
DURATION

This Agreement shall be in full force and effect commencing upon ratification of this Agreement, and terminating at 11:59 PM on August 5, 2028.

POTTSTOWN HOSPITAL, LLC

Suzanne Ledger, DON

Kimberly Schneider, Sr. VP, HR

Crystal Whitney, Sr. Dir., HR

PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS

Lori Domin, RN

Emily Bailey, RN

Susan LoBello, RN

Diana Pagnotti, RN

SIDE LETTERS

Side Letter No. 1 – Attendance

The parties agree that the Tower Health Attendance Policy in effect on the ratification date of the Collective Bargaining Agreement shall remain in effect for the life of the Agreement.

Side Letter No. 2 – CAP/PREP

Tower Health will continue to make the PREP program available to nurses.

Side Letter No. 3 – ULP and Grievance

Upon ratification of the Collective Bargaining Agreement, the Union shall withdraw all unfair labor practice charges against the Hospital as of the ratification date including but not limited to 04-CA-352594, 04-CA-355913, and 04-CA-370563. Upon ratification the Union shall also withdraw all open grievances pending against the Hospital as of the ratification date. The withdrawal of all unfair labor practice charges and grievances shall be done with prejudice.

Side Letter No. 4 – Bargaining Unit Clarification

The parties agree that the positions of NPD Practitioner I-IV (Nurse Educator) and Diabetes Educator are no longer part of the recognized bargaining unit represented by PASNAP. Article I, Recognition, is hereby amended to include the positions of NPD Practitioner I-IV and Diabetes Educator in the category of employees Excluded from the bargaining unit.

The parties agree and acknowledge that the positions of NPD Practitioner I-IV and the individuals holding those positions are not supervisory employees as defined by Section 2(11) of the National Labor Relations Act.

Side Letter No. 5 – Tower Agency On-Call Team

The parties further agree and acknowledge that the Tower Agency On-Call Team is not part of the recognized bargaining unit represented by PASNAP. These employees (and any replacement employees performing these functions) will continue to cover calls in the Operating Room consistent with past practice.

Side Letter No. 6 – 2026 Reduction in Force

The parties recognize that following ratification but prior to the final printing of this Collective Bargaining Agreement, the Employer announced a Reduction in Force. The parties successfully bargained over the effects of the Reduction in Force and reached a Memorandum of Agreement regarding the Reduction in Force. As a result, the parties recognize that there are references in this Collective Bargaining Agreement to units that are not currently in operation at the Hospital. Should any of those units reopen, the relevant sections of the CBA shall apply.