

# **AGREEMENT**

**By and Between  
STC OpCo, LLC Doing Business As  
ST. CHRISTOPHER'S HOSPITAL FOR  
CHILDREN**

**and**

**ST. CHRISTOPHER'S HOSPITAL FOR  
CHILDREN NURSES UNITED/PENNSYL-  
VANIA ASSOCIATION OF STAFF NURSES  
AND ALLIED PROFESSIONALS  
(SCHCNU/PASNAP)**

**February 1, 2024 -January 31, 2027**



*Pennsylvania Association of  
Staff Nurses & Allied Professionals*

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## **Article 1.        RECOGNITION**

### **INPATIENT**

STC OpCo, LLC, D/B/A St. Christopher's Hospital for Children (hereinafter "the Hospital") and the Union pursuant to a certification by the National Labor Relations Board, Case No. 4-RC-167708 which became final on February 22, 2016 and the parties June 9, 2016 Stipulation agree to the following bargaining unit:

Included: All full time, regular part time and per diem Registered Nurses (RN), Case Managers, ECMO Coordinators and ECMO Specialists, employed by the Employer at its 160 East Erie Avenue, Philadelphia, Pennsylvania facility.

Excluded: All other employees, certified registered nurse anesthetists, nurse practitioners, nurse educators, chart auditors, service and maintenance employees, technical employees, other professional employees, skilled maintenance employees, business office clerical employees, confidential employees, physicians, residents, central business office employees, temporary employees, agency employees, supervisors, managers, and guards as defined in the Act.

### **OUTPATIENT**

Pediatric Associates hereby recognizes the Union as the sole and exclusive bargaining representative of the employees of Pediatric Associates at its 160 East Erie Ave., Philadelphia PA 19134 address, pursuant to a certification by the National Labor Relations Board, Case No. 04-RC-I 68323, which unit consist of all full time, regular part time, and per diem Registered Nurses (subject to the terms of the Settlement Agreement between the parties), including charge nurses but excluding all other supervisory or managerial nurses, supervisors, and guards as defined by the Act.

The Hospital agrees to notify the Union within seven days if it creates a new RN job title.

## **Article 2. MANAGEMENT RIGHTS**

**Section 1.** Subject to the laws and regulations governing the healthcare industry and except where expressly abridged by a specific provision of this Agreement, the Hospital retains the sole right to hire, discipline or discharge for just cause, layoff, promote, transfer and assign its employees; to determine or change the starting and quitting time and number of hours worked; to promulgate working rules and regulations; to assign duties to the work force; to establish new job classifications, to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer employees to other departments as operations may require; to hire temporary employees; to introduce new or improved facilities; to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Hospital prior to the execution of this Agreement.

**Section 2.** Failure to exercise, before and during the term of this Agreement, any of the prerogatives described in Section 1 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.

## **Article 3. CHECKOFF**

**Section 1.** Upon receipt of a written authorization from an employee. The Hospital agrees to deduct from the wages due said employee each pay, starting not earlier than the first pay period following the receipt of such authorization, and remit to the Union, on or before the 15<sup>th</sup> day of each month at its principal office, regular dues as determined by the Union and any assessments that have been agreed upon by secret ballot vote of the membership.

**Section 2.** Upon receipt of a voluntary written authorization form from an employee, the Hospital agrees to check off once per month the sum specified in said authorization and remit such sum to the Union for the "Nurses Political Action Fund."

**Section 3.** Probationary employees may voluntarily agree to dues check-off, but shall not be subject to the requirements of Article 4, Union Security, until completion of their probationary period.

**Section 4.** The Union 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 complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of Union members by reason of the Hospital's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.

**Section 5.** The Hospital shall be relieved from making such check-off deductions from an Employee upon his/her (a) termination of employment, (b) transfer to a job outside the bargaining unit, (c) layoff from work, (d) an excused leave of absence or (e) revocation of the Article 4 Union Security.

**Section 6.** The Hospital agrees to furnish to the Union monthly or as soon as thereafter practical the names of newly hired Employees, their address, unit assignment and date of hire. The Hospital also agrees to furnish the Union with the names of terminated Employees together with the date of their termination, classification, department and social security number. The Hospital also agrees to furnish to the Union the names of Employees who are on a leave of absence for more than one (1) month.

#### **Article 4. UNION SECURITY**

**Section 1.** All Employees covered by this Agreement on the active payroll as of the effective date of this Agreement, who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment.

All Employees covered by this Agreement on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union thirty (30) days after the effective day of this agreement.

All Employees covered by this Agreement hired after the effective date of this Agreement shall become members of the Union no later than the ninetieth (90th) day following the beginning of such employment and

shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

**Section 2.** For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if she/he tenders his/her periodic dues as uniformly required as a condition of continued employment.

**Section 3.** An Employee who has failed to maintain membership in good standing as required by this Article, shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues have not been tendered.

**Section 4.** The Union 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 complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of Union members or by reason of the Hospital's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.

## **Article 5. NO STRIKES, LOCKOUTS OR WORK STOPPAGES**

**Section 1. No Strikes, Work Stoppage, etc.** Employees shall not engage in any strike, sympathy strike, slowdown, sit-down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the cause therefore. Neither the Employees, the Union, nor any officers, agents or other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate, in any strike, slowdown, sit-down, work stoppage or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement. In the event that any nurse violates the provisions of this Article, the Union will make every



reasonable effort to affect a return to work and a termination of any of the acts being committed by such nurse in violation of this Article.

**Section 2. No Lockouts.** The Hospital agrees not to engage in any lockout during the term of this Agreement or during the negotiations of a renewal thereof. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.

**Section 3. Additional Procedure.** In the event of a violation of this Section No Strikes, Lockouts and Work Stoppages, and in addition to any other remedy, the Hospital may file a grievance regarding such violation by notice thereof to the Union and to the American Arbitration Association which shall within 24 hours of receipt of the grievance, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within 12 hours of his/her appointment upon telegraphic notice to, the Hospital and the Union; and shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he/she may deem appropriate to terminate such violation of paragraph.

**Section 4.** No Strikes, Work Stoppages, etc. No opinion shall be required, but only a written award and order by the arbitrator. It is agreed that such award and order may be immediately confirmed without notice to any other interested party by any court of competent jurisdiction upon the motion, application or petition of the Hospital. The same procedure shall be applicable in the event of a violation of paragraph No Lockouts by the Hospital.

**Section 5.** Employees participating in any strike, slowdown or concerted work stoppage shall be subject to discharge, and/or discipline, and the only question which may become the subject matter of the grievance and arbitration provisions of this Agreement shall in the event of such disciplinary action be the question of whether the nurse or nurses so disciplined, did, in fact, commit any of the acts prohibited by this Article.

## **Article 6.            UNION ACTIVITY, ACCESS TO HOSPITAL, AND BULLETIN BOARDS**

**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 one (1) day in advance, request permission of the Hospital’s Vice President of Human Resources 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.

**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. Union business shall not interfere with Hospital operations.

**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.** When a Local Union Officer intends to attend a Union Conference or House of Delegates, he/she shall advise the Scheduling Committee to insure that the absence is covered without use of overtime or premium pay. If notice is given after the schedule is posted, the request must be approved by the Unit Director.

**Section 8.** The Hospital will provide seven (7) enclosed bulletin boards for the exclusive use of the Union for the purpose of posting proper Union notices, at the following locations: outside cafeteria; 1<sup>st</sup> floor new tower Critical Care; 4<sup>th</sup> floor new tower NICU; 4<sup>th</sup> floor Med Surg; 2<sup>nd</sup> floor ACP; Nelson Pavilion; and CUC.

**Section 9.** 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.

**Section 10.** 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 with a copy to the Hospital's Vice President of Human Resources.

b. No material shall be posted which is profane, or which is critical of 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 11.** The Hospital may require the Union to remove any material which is in violation of Sections 10 a. or b. above. If the Union fails to immediately comply, the Hospital may itself remove the material.

## **Article 7. PERSONNEL FILES**

**Section 1.** An Employee and his/her Union representative and/or delegate, upon consent of the employee, may inspect the contents of his/her personnel file under the following terms and conditions:

- a. An employee must make an appointment with the Human Resources Department, and shall be allowed to inspect the file within five working days.
- b. An employee will not be paid for the time inspecting his/her file; however, an employee may utilize their break and/or lunch time to inspect their files
- c. Nothing may be removed from the file; and
- d. Nothing may be written by the Employee or his/her Union representative or delegate on any papers in the file.

## **Article 8. NEW HIRE ORIENTATION**

The Hospital agrees to schedule as part of the new hire orientation process a session of 30 minutes at the end of the day, for the purpose of providing to newly hired bargaining unit nurses a brief orientation to Union Membership and the Collective Bargaining Agreement. Copies of the contract will be provided by the union along with an opportunity for discussion and questions.

The hospital will continue to provide the union with the annual new hire orientation schedule in advance.

The Nurse Union Rep who attends orientation may do so on paid time.

## **Article 9. PROBATIONARY EMPLOYEES**

Newly hired full-time employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment. Time lost for sickness and other leaves of absence that extend beyond three (3) days for full-time employees shall be excluded. The Hospital may extend the probationary period of any employee for an additional thirty (30) calendar days). The termination or suspension of any probationary employee by the hospital shall not be subject to the Grievance and Arbitration provisions of this Agreement. Part-time employees and per diem employees shall be considered probationary for a period of five hundred (500) hours or 90 days of continuous active employment from the date of hire whichever is earlier. Time lost for sickness and other leaves of absence for part-time employees shall not be counted toward completion of the probationary period.

## **Article 10. HOURS OF WORK**

**Section 1. Work Week.** The established work week shall consist of seven (7) consecutive days beginning at 12:01 A.M. Sunday and ending 12:00 midnight Saturday. The normal working week for full-time employees shall be five (5) days during the established work week and shall not be less than seven (7) hours in any work day, or four (4) days for schedules calling for each ten (10) hour shift, or three (3) days for schedules calling for twelve (12) hour shifts.

**Section 2.** Out-Patient employees may be granted time off without pay at times of low census at the discretion of the Practice.

**Section 3.** To the extent consistent with the Fair Labor Standards Act, time taken for “unpaid meal breaks” shall not be counted as time worked. Provided it is not inconsistent with any provision of this Agreement, the normal work schedule shall be in accordance with Department procedure. The above work schedules are not limitations or guarantee of hours of work per day or days per week.

**Section 4.** Time and a half per an Employee’s regular straight time hourly rate will be paid for all time worked in excess of forty (40) hours in any one week. The Hospital acknowledges the prohibition of

mandatory overtime as laid out in Pennsylvania's Act 102, prohibition of unwanted mandatory overtime for health care workers.

**Section 5.** There shall be no pyramiding of overtime.

**Section 6.** Employees shall be entitled to one fifteen (15) minute paid break each half shift. Employees are entitled to a 30-minute meal period each shift. A meal period shall be uninterrupted (except for medical emergencies) and away from patient care areas. No employee shall be forced to take a meal break at the end of their shift. For purposes of this article, end of shift shall be within the final two hour period of the employee's shift. If an employee's meal period is interrupted for a medical emergency, the employee shall be paid for the meal period.

**Section 7.** All work schedules shall be posted at least two (2) weeks in advance. Once the schedule is posted, it shall not be changed except for emergencies or the mutual agreement of the employee and Hospital. In urgent staffing situations, with 14 days' notice to the employee(s), the schedule may be changed for the duration of the scheduling period. This Section shall not diminish the Employer's right to cancel shifts due to low census, as per the procedure in Article 19.

**Section 8. Self-Scheduling.** Units or departments that currently engage in self-scheduling shall continue such practice in accordance with Hospital policy. The purpose of self-scheduling is to accommodate both the employees' requests for time off and the scheduling needs of the unit. Any unit or department that currently does not engage in self-scheduling shall have the right to commence self-scheduling upon a majority vote of bargaining unit nurses on the unit or in the department. The employer shall pay up to a total of eight (8) hours per month, per unit, for each four or six week schedule for each committee taking responsibility for the development of unit schedules. Employees shall record and report their hours spent on schedule development to their Nurse Manager. Hours beyond eight (8) per month shall require nurse manager approval. Management shall have final approval of all schedules.

**Guidelines for Self-Scheduling.** Units/department shall develop equitable guidelines and criteria to ensure fairness and transparency in the development of the unit/department schedule, including the equitable allocation of weekend and night shifts in

accordance with the Employer's staffing and scheduling policy. The committee shall submit a balanced schedule that meets the scheduling needs of the unit.

**Section 9. Extra Shift and Work Preference.** The Hospital agrees to make extra shift and overtime opportunities available on an equitable basis among those employees seeking such opportunities. After extra shift opportunities have been made available equitably to those bargaining unit employees working at straight time, overtime opportunities shall then be made equitably available to those employees seeking overtime.

## **Article 11. DISCIPLINE**

**Section 1. Just Cause.** The employer may only discipline or terminate a non-probationary bargaining unit member for just cause. Any discipline may be subject to the grievance procedure in Article 12.

Employees shall be subject to the Tower Health Behavior and Expectations Policy, which will replace the St. Christopher's Employee Conduct and Work Rules and Employee Performance Management policies and all related policies, subject to the limitations in this Agreement.

In the event the Hospital wishes to make changes to the Tower Health Behavior and Expectations Policy, it will notify the Union 60 days in advance and will meet and discuss over such changes upon request from the Union. The Hospital will not be required to reach impasse or agreement with the Union prior to making changes to the Tower Health Behavior and Expectations policy provided that it has met its notice and meet and discuss obligations set forth above.

**Section 2. Progressive Discipline.** Unless circumstances warrant more severe actions, the employer will normally utilize a system of progressive discipline. Progressive steps shall include documented counseling, written warning, final written warning, and termination of employment. A bargaining unit employee may be disciplined (and terminated) for a single offense if offense justifies such action subject to just cause.

Documented counselings and written warnings 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. Notice of Discipline.** The Union shall be provided with copies of all final written warnings, suspensions, and involuntary terminations. All such notices will be provided in writing. If a delegate is not present at the issuance of the discipline, the document will be forwarded electronically to the Union at the email address provided to the Hospital.

**Section 4. 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 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.

St. Christopher's will provide an annual Just Culture training course. If the training occurs on an employee's workday, they will be released to attend the training without loss of pay. Training will be open to both the bargaining unit union representatives (who must be employed by St. Chris) and management.

**Section 5. Investigatory Suspension.** No bargaining unit Registered Nurse shall be held in an unpaid investigatory suspension for more than seven (7) calendar days. The Employer may request an extension; if granted, the employee shall be placed in paid status.

**Section 6. Written Disciplinary Actions.** A bargaining unit member who receives a written warning shall be given a copy of the warning and may sign a receipt to acknowledge having received the



document. Acknowledging receipt of the warning shall not constitute an admission of the member's agreement with the substance of the warning.

**Section 7. Disciplinary Notices, Rebuttal and Inspection of Personnel Files.** There shall be one official personnel file for each bargaining unit Registered Nurse and they shall have the right to inspect and to be provided, on request, with one copy of any document which they have signed in the Registered Nurse's file.

Bargaining unit Registered Nurses will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.

Any Employee whose job performance becomes subject to an official evaluation shall have the right to participate in a review of such evaluation. An Employee who is aggrieved by the content of such evaluation shall have the right to pursue the validity of the evaluation through the grievance procedure provided herein. Any such grievance shall be heard by the Vice President of Human Resources and Chief Nursing Officer, whose decision shall be final and not subject to arbitration.

**Section 8. Representation Rights.** The *NLRB v Weingarten, Inc.* decision shall apply to investigatory interviews conducted by the Hospital. A bargaining unit Registered Nurse, upon his/her request, is entitled to have a union representative (a union steward will suffice) present during an investigatory interview which could result in disciplinary action.

## **Article 12. GRIEVANCE PROCEDURE**

**Section 1.** Should any grievance arise as to the interpretation of or alleged violation of this Agreement, the Union shall process the grievance in accordance with the following procedure, except that employee suspensions, terminations and class grievances impacting five (5) or more employees may be appealed immediately to Step Three:

**STEP ONE:** The Employee or Employees affected shall take the matter up with his/her Supervisor within ten (10) days of its occurrence either directly or through a representative of the Union in an attempt to affect a satisfactory resolution. The Supervisors shall have five (5) days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached the grievant or Union may within five (5) days after the Supervisor's answer appeal to—

**STEP TWO:** The grievance shall be reduced to writing by the grievant or the Union and referred to the grievant's Department Head or Clinical Director or his/her authorized representative. A hearing on the grievance between the grievant and/or the Union representative and the Department Head or his/her authorized representative shall be convened if requested by either party. The Department Head or Clinical Director or his/her authorized representative shall have five (5) days after receipt of the grievance to give his/her answer. If no satisfactory settlement is reached within five (5) days after the Department Head's answer, the grievant or the Union may appeal the matter to—

**STEP THREE:** The grievant or the Union will submit the written grievance to the Hospital's Vice President of Human Resources or designee, who shall have ten (10) days in which to give his/her answer. The Vice President of Human Resources or designee(s) shall schedule a recurring monthly "Third Step Grievance Meeting" with the Union where unresolved grievances shall be heard on a schedule. The Vice President of Human Resources or designee shall provide a written decision within ten (10) days of the meeting. Monthly meetings may be rescheduled or canceled at the convenience of either party or if there are no grievances to hear. A separate third step meeting may be scheduled at the request of either party to occur prior to the regularly-scheduled monthly meeting. If no satisfactory settlement or resolution is reached the grievance may be appealed to arbitration by the Union upon written notice to the Hospital and the American Arbitration Association within thirty (30) days of the answer by the Vice President of Human Resources. The Arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

**Section 2.** By mutual agreement, the parties may in lieu of utilizing the selection process outlined in the AAA rules, use the following panel of Arbitrators:

Margaret Brogan  
Jared Kasher  
Scott Buchheit

The parties by agreement may add additional arbitrators to this list.

**Section 3. Effect of Failure to Appeal.** Any grievance shall be considered as settled on the basis of the last answer of the Hospital if not appealed to the next step or to arbitration within the time limitations set forth herein. If the Hospital does not answer a grievance in the time frames described above, the grievance, at the option of the Union, may be processed to the next Step or the Union may wait until it receives the Hospital's answer. Either party may request in writing at any step an extension, for up to ten (10) days, of the time limits. Said request shall not be unreasonably denied. Time is of the essence.

**Section 4. Effects of Settlement.** The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between the Hospital and the Union shall be final and binding upon the employer, the union and the employee, employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Hospital and the Union shall be final and binding upon all Employees and upon any person affected thereby.

**Section 5. Computing Time Limitations.** Saturdays, Sundays and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

**Section 6. Discharge.** An Employee who has been discharged shall bypass Steps One and Two of the Grievance Procedure and file his/her grievance directly with the Vice President of Human Resources or designee within five (5) days of the discharge. The grievance shall then be processed in accordance with Step Three of the Grievance Procedure.

The Union will be informed of an Employee's discharge or suspension within seventy-two (72) hours of the discharge or suspension. Like in all grievances, an employee who is to be suspended or discharged shall have the right if he/she desires to have a Union representative represent him/her.

**Section 7. Class Grievance:** A grievance which affects five (5) or more employees may initially be presented at Step 3 of the Grievance Procedure by the Union. The grievance shall then be processed in accordance with the Grievance Procedure.

## **Article 13. ARBITRATION**

**Section 1. Authority of Arbitrator.** The arbitrator will make his/her findings and render his/her decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement or to determine that any provision of this Agreement establishes an implied limitation upon the Hospital which is not herein specifically set forth. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

**Section 2. Effect of Decision.** The decision of the arbitrator shall be final and binding upon the Hospital, the Union and the Employees covered by this Agreement.

**Section 3. Expenses.** The expenses of the arbitration and the arbitrator's fee shall be borne equally by the parties.

**Section 4. Retroactivity.** 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. All claims for back wages shall be limited to the amount agreed to by the Hospital and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved Employees may have received from any source during the period for which back pay is claimed.

## **Article 14. LAYOFF**

If it becomes necessary to reduce St. Christopher's work force because of lack of work, funding or an emergency that curtails normal operation, the following shall apply.

**Section 1.** In the event of a layoff within a department, unit, or shift, all non-bargaining unit employees in the classification affected, including all daily and traveling agency employees, shall be laid off first. Probationary Employees within the job classification shall be laid off next, followed by regular full-time and part-time employees, based on their bargaining unit seniority. The Hospital shall allow individual RNs to voluntarily reduce hours or take a layoff in the affected area, in order to meet the necessary reduction.

The order of any layoff shall be based on inverse bargaining seniority order, which can be superseded only in the situation where a nurse with less than ten (10) years of seniority has received a final warning in the immediately preceding six (6) months based on a pattern of conduct demonstrated through progressive discipline.

**Section 2.** In the event an Employee is scheduled to be laid off in one department/unit and there exists a vacant position or a position filled by a probationary Employee in another department which the Employee has the present qualifications, skills ability licensure and/or certification to perform; then bargaining unit seniority shall prevail in assigning such Employee scheduled to be laid off to such vacant position or position filled by the probationary Employee.

**Section 3.** If there are no vacant positions or positions occupied by probationary employees, a laid off employee, who meets the following criteria, may displace the least senior nurse in the applicable unit:

- a) The laid off nurse must have fifteen (15) years of nurse experience at the Hospital; and
- b) The laid off nurse can displace the least senior nurse at his/her sister unit, if any, listed in Article 18 and provided the nurse has any required certification; or
- c) The nurse worked in the unit, during the preceding six months, for two full shifts with full assignment and provided the nurse has any required certification.

**Section 4.** Employees to be laid off shall be given at least two (2) week notice or pay in lieu thereof. Probationary employees need not be given notice prior to layoff.

**Section 5.** Employees who are laid off may receive two (2) weeks' severance pay for each year of service to a maximum of 12 weeks' pay. Pay in lieu of notice shall not count toward severance pay. Employees who receive severance pay shall be required to sign a severance agreement and general release and shall not retain seniority rights nor any recall rights.

**Section 6.** While rare, it is recognized that an employee may be retained due to special training, knowledge or ability who has less seniority than one who is to be laid off (such as an Operating Room specialty that would normally require 6-9 months of orientation). If this occurs, the Hospital will state the reason in writing to the Union and the affected Employee. Disputes regarding this paragraph are subject to the Grievance Procedure and Arbitration (Article 12 & 13).

## **Article 15. RECALL**

**Section 1.** Employees laid off shall be recalled in the inverse order of their layoff into any open position for which such laid off employees possess the requisite qualifications, skill and ability to perform the job with an orientation similar to what would be given a new hire employee. Whether an Employee has the skill and present ability to perform the work when recalled to a unit/department different from the one he/she held at the time of his/her layoff shall be subject to the grievance and arbitration provision of this Agreement.

**Section 2.** Probationary employees laid off have no recall privileges,

**Section 3.** In the event an employee is laid off, he/she shall have recall rights for a period not to exceed twelve (12) consecutive months.

**Section 4.** If an employee rejects a bona fide job offer, where such offer is comparable to their prior position, their name will be removed

from the recall list. For purposes of this Section, “comparable” means substantially similar number of hours and shifts.

## **Article 16. SENIORITY**

**Section 1. Definition.** Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in a bargaining unit position at the Hospital.

Hospital seniority is defined as the length of time an employee has been continuously employed in any position at the Hospital.

Employees hired on the same date shall have the tie broken by the Pennsylvania State Board of Nursing RN license number, whereas the highest numerical number shall be the lowest in seniority.

Nurses who resign from the Hospital, or take a non-bargaining unit position with the Hospital, and return to a bargaining unit position within one (1) year shall have their Bargaining unit seniority reinstated and shall relate back to their original seniority date when such nurses left the bargaining unit.

**Section 2. Accrual.** An Employee’s seniority shall commence after the completion of his/her Probationary period and shall be retroactive to the date of his/her most recent hiring.

Bargaining unit and Hospital seniority shall accrue during a continuous authorized leave of absence without pay for no more than twelve (12) months.

**Section 3. Loss of Seniority.** Seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged for cause;

(c) Is laid off or on disability or workers comp. for a period of twelve (12) consecutive months or a period exceeding the length of

the Employee's continuous service, whichever is less. Seniority shall not be broken but shall not accrue after a layoff of six (6) months or more;

(d) Fails to report for work following recall from layoff or a decision of an arbitrator reinstating an Employee who is discharged within seven (7) working days after being notified by mail or e-mail or text at the last address/cell phone in the Hospital's records. The Hospital shall also send a copy of the notification to the Union;

(e) Fails to return within forty eight (48) consecutive hours following the end of a leave of absence, unless the Employee presents an excuse acceptable to management;

(f) Fails to return within forty eight (48) consecutive hours following a disciplinary suspension;

(g) Is absent for forty eight (48) consecutive hours without notifying the Hospital Management unless the Employee presents an excuse acceptable to the Hospital, which shall include if a manager changes a schedule after it is posted and there is no notification to the Employee.

**Section 4. Seniority Lists.** Seniority lists by bargaining unit and Hospital shall be posted once during each contract year. Such lists will be subject to correction upon protest, but if no complaint is made by the Employee or the Union within thirty (30) calendar days after posting, the hospital and bargaining unit seniority for that Employee, as published, will be assumed to be correct and shall be the basis, thereafter, for all seniority, subject, however, to any revisions that may result from settlement of any grievance which arose within the thirty (30) calendar day posting period.

a. An Employee who is continuously absent during said thirty (30) day period, including but not limited to leaves of absence, shall have ten (10) working days upon his/her return to work to inspect the seniority lists and advise the Human Resources Office of any discrepancies,

b. After the lists have been posted for thirty (30) calendar days, the HR Department shall make all appropriate changes and submit



corrected copies to the Union which will make them available to all bargaining unit Employees.

## **Article 17.      JOB BIDDING AND TRANSFER**

**Section 1.**      When a position opening occurs in a unit or department, internal candidates shall be considered before external candidates, The Hospital will post each opening for five (5) calendar days online and outside the cafeteria. If two (2) or more bargaining unit nurses apply for such open positions, and the skill, ability, and experience of the applicants are roughly comparable, the position shall be awarded to the Employee with the most bargaining unit seniority. Employees who have been issued a written warning within the last six (6) months or a final written warning within the last twelve (12) months shall not be eligible to bid or transfer.

**Section 2.**      The Hospital has the right to assess the relative skill, ability and qualifications of Employees seeking such open positions provided such right is exercised in a reasonable manner.

**Section 3.**      If any time within ninety (90) calendar days the Hospital determines that any transferred employee is not qualified for the job or is not performing the work satisfactorily, after being counseled by management the employee shall be returned to his/her former position if vacant, or to a comparable bargaining unit position without loss of seniority or other benefits previously earned. Conversely, if any transferred employee requests to return to their previous position within 90 days, if open, shall be returned. If no position is open, the Employee shall be placed on the recall list for twelve (12) months. Such employee is subject to recall only to their previous position, but may bid for any position within the bargaining unit. An Employee shall not exercise his/her transfer opportunity more than once in twelve (12) months, except with the approval of the department head in his/her department and the Department Head of the department into which the Employee is to be transferred.

## **Article 18.      TEMPORARY REASSIGNMENT**

**Section 1.** In the event patient care needs necessitate an employee to be temporarily reassigned to a unit other than that to which the affected employee is normally regularly scheduled, the Hospital shall first seek qualified volunteers, from the unit from which the reassignment is to occur, and then seek to utilize qualified pool employees to fulfill such need. If neither is available, the hospital may then reassign employees from the unit(s) subject to the parameters described in this section. Temporary reassignment shall be rotated equitably.

**Section 2.** Temporary reassignments shall be equalized based upon each instance of reassignment regardless of the number of hours of such reassignment. The RN's on the unit shall keep a record of temporary reassignments including the name of the employee and the date of reassignment.

**Section 3.** An employee reassigned to a unit shall not be required to be in charge.

**Section 4.** Except in an emergency, employees who are new graduates will not be temporarily reassigned from one unit to another during the first one hundred eighty (180) days of employment. Except in an emergency, experienced nurses will not be temporarily reassigned from one unit to another during the first ninety (90) days of employment. For purposes of this Article, an emergency shall include: (1) an unforeseeable declared national, state, or municipal emergency; (2) a highly unusual or extraordinary event which is unpredictable or unavoidable which substantially affects the provision of needed health care services or increases the need for health care services, which includes (i) an act of terrorism; (ii) a natural disaster; and (iii) a widespread disease outbreak; (3) unexpected absences, discovered at or before the commencement of a scheduled shift, which could not be prudently planned for by an employer and which would significantly affect patient safety.

**Section 5.** Except in case of an emergency, no employee will be reassigned more than once per shift. Nurses who are working an overtime shift shall be reassigned prior to regular staff working on their unit. If the Nurse Manager/Supervisor determines that the employee who has been temporarily reassigned is not needed on the reassigned unit, the employee shall be returned to his or her unit, if needed. If the employee

is not needed on the unit or elsewhere in the nursing department they will be sent home and they will have the option to use or not use ETO.

**Section 6.** The hospital will not temporarily reassign an RN and replace that RN with another RN, unless in case of an emergency it is necessary to achieve a specialized skill level in a unit that cannot be achieved by moving a single employee.

**Section 7.** No employee will be reassigned for more than twelve (12) hours, unless the employee agrees.

**Section 8.** Nurses shall only be reassigned to similar practice areas and shall not be given assignments beyond their present skill, ability, and experience, as follows

Reassignment of Nursing Staff to Another Unit:

Med-Surg	4 North/4 South/5 North/5West (Non-Oncology and Non-Cardiology)
Oncology Transplant Unit (OTU)	Med-Surg
5W	Med Surg/OTU (OTU charge nurse has the authority to choose between accepting a reassigned 5 West nurse or a pool nurse)*
Critical Care	NICU/PICU
PACU	SPU
OR	Closed Unit
Dialysis	Closed Unit
Transport Team	Closed Unit
ED	Closed Unit
NICU	Temporary reassignments limited to children three years old and under

\*Prior to a 5W nurse being “double pulled” to fill a staffing need in OTU, a pool nurse should be assigned if there is an acceptable assignment. An acceptable assignment is one without chemotherapy and deemed appropriate by the OTU charge nurse. An example of a “double pull” is when a nurse from 4S is pulled to 5W to allow a 5W nurse to be pulled to OTU.

Assignments throughout the hospital will be based on the acuity level of the patients and the skill and experience of the nurse taking the assignment, as well as the other nurses on the unit.

**Emergency Department:** The Emergency Department (ED) shall be considered a closed unit, except that Central pool and the Resource Pool may be pulled to the ED with the appropriate orientation.

## **Article 19. CANCELLATION**

**Section 1.** Where the Hospital determines that staffing should be reduced on a unit, and determines to cancel one or more nurses for a scheduled shift, the following process shall be followed.

**Section 2.** Each unit shall maintain a record-keeping mechanism for the determination of the rotation of cancellation on the unit, which shall be done in inverse order of seniority. Nurses on orientation shall not be cancelled. Once such nurse concludes orientation they will be the next to be cancelled. The nurse will remain in the same position on the rotation list. Nurses who are flexed down/canceled may utilize paid time off (ETO) or take such time without pay.

**Section 3.** The order of cancellation shall be as follows:

1. Nurses working overtime
2. Agency or traveling nurses working on extended contracts shall be temporarily reassigned, if available. If the Agency contract permits cancellation of shifts, the Agency nurse will be cancelled before per diem
3. Per Diems
4. Volunteers

5. Regular full time and part time employees by inverse seniority

**Section 4.** When an RN is flexed down, prior to being cancelled they shall be given the following options:

1. Shall be allowed to complete unfinished mandatory education.

2. Shall be allowed to perform council or committee work or other assigned duties (e.g., audits policy/standards of care work, chart reviews, supply cabinet layout) assigned by nursing leadership up to 12 hours in a six (6) week schedule.

3. Shall be allowed to work in a unit that has a staffing need but is outside the temporary reassignment table for that nurse. A nurse can decide which unit she/he may want to work in outside of the temporary reassignment table. The list of eligible nurses will be kept in the Nursing Office. Nurses who opt to exercise the language of this paragraph shall not be obligated to mandatory reassignment outside of their normal temporary reassignment area as described in Article 18. (Temporary Reassignment).

4. To be eligible to work outside the temporary reassignment table, a nurse would need to complete annual mandatory education, annual competencies, and a minimum of one orientation shift in the department outside the temporary reassignment table. In order to remain eligible to work outside the temporary reassignment table, the nurse must work a minimum of two (2) twelve-hour shifts per calendar quarter in the department outside the temporary reassignment table. In the event there is no need for the nurse to work in a calendar quarter, or there is a need for the nurse to work less than two (2) twelve-hour shifts in a calendar quarter, such nurse shall be relieved of their obligation to work two (2) 12-hour shifts in the particular calendar quarter in the department outside the temporary reassignment table.

5. May volunteer to work as a nursing assistant on any unit where there is such a need, i.e., due to a callout. Volunteers will be assigned to work as nursing assistants in accordance with the staffing guidelines in each unit.

6. May volunteer to work as a resource nurse where there is such a need. Volunteers will be assigned to work as resource RNs in accordance with the staffing guidelines in each unit.

7. May volunteer to perform functional duties in a unit where there is a staffing need but where the nurse is not oriented as described above.

8. Except as provided in this Agreement, the Hospital will make reassignments as provided in 4, 5, 6, and 7 above in its reasonable discretion.

**Section 5.** In the event the Hospital determines to cancel one or more nurses on a unit on a shift, not more than one nurse may be placed on call. If there are no volunteers, on call flex will be rotated equitably. Such nurses will receive on call pay. The nurse may be required to return to work as follows:

On day shift, the nurse must be called no later than noon, and required to report within 90 minutes to work the remainder of the shift. If not called by noon the nurse will be released for the remainder of the day without pay.

On night shift, the nurse must be called no later than 9:30 PM, and required to report within 90 minutes. Call pay shall end when the nurse reports if called, or at noon or 9:30 PM, if the nurse is not called.

The nurse may not be required to report at any other time than those listed.

No nurse will be flexed down or placed on-call as described above unless a resource or charge nurse is available for med surg.

Nurses who are cancelled in excess of the one nurse placed on call may use ETO or take the day without pay. They may volunteer to work part of the shift if called by the Hospital, but are under no obligation to do so.

**Section 6.** If a nurse is flexed down/cancelled less than 1.5 hours prior to the start of their regularly scheduled shift, they shall receive 3 hours of pay. If a per diem nurse is cancelled less than one hour prior to

the start of their shift, provided the nurse is not in the Hospital at the time of cancellation, they shall receive 1.5 hours of cancellation pay, at the rate of the shift which is being cancelled.

**Section 7.** Call outs for illness must be made at least two hours prior to the beginning of the shift unless excused by the Hospital in its sole and exclusive discretion.

## **Article 20. UNPAID LEAVE**

**Section 1.** Employees with at least six (6) months of service and at least twelve hundred fifty (1250) hours shall be eligible for unpaid leave in accordance with the following.

**Section 2. Medical Leave/FMLA.** The parties agree that the current Employer's Leave of Absence Policy shall be incorporated into this agreement by reference as modified below.

a. **Qualifying Exigency Leave:** An eligible employee may take Military Family Leave because of a qualifying exigency arising out of the fact that the employee's family member (spouse, son, daughter, or parent) is a covered military member called to active duty in support of a contingency operation. The entitlement for Qualifying Exigency Leave is the same 12 workweeks per leave year as for non-military FMLA leave. This may be taken on a continuous, intermittent, or reduced schedule basis. The leave year is defined the same as non-military FMLA leave. Qualifying family members are the same as for non-military FMLA leave, except that in the case of a son or daughter there is no age 18 limitation.

b. **Military Caregiver Leave:** An eligible employee can take Military Family Leave when needed to care for a covered service member with a serious injury or illness if the employee is the qualifying family member of the service member. The entitlement for Military Caregiver Leave is 26 workweeks in a single 12-month period. The 12-month period for this type of leave begins on the first day the eligible employee takes Military Family Leave to care for a covered service member and ends twelve (12) months after that date. If an eligible employee does not take the entire 26 workweeks in the 12-month period,

the balance is forfeited. A husband and wife employed by the company who are both eligible for FMLA leave to care for a covered service member with a serious illness or injury are limited to a combined 26-workweek entitlement. The qualifying family members are the same as for Qualifying Exigency Leave, except that an employee also can take leave if he/she is the next of kin. Under no circumstances can the combined amount of military caregiver leave and other types of FMLA exceed 26 weeks in a single year.

c. Upon return from a leave of absence because of their own medical illness of greater than twelve (12) weeks, but less than one (1) year, employees shall return to the position they held prior to their leave, if such position is available, or to a comparable position for which they have the skills and experience to perform. If the returning employee returns to a position other than their prior position, they shall have the right of first refusal to such prior position if it were to become available within six (6) months of their return, before such position is opened up to other employees or outside applicants. If no positions are available when the employee is returning from leave, the employee shall have the option of working in a per diem status while they wait for a comparable position to become available.

**Section 3. Military Leave.** Employees will be granted Military leaves in accordance with the Employer's Leave of Absence policy.

**Section 4. Union Business.** A leave of absence for a period not to exceed one (1) year shall be granted to employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the employer. An employee must reapply each year for continuation of leave. There shall be no more than two (2) bargaining unit employees on a leave of absence at any time for the purposes of union business.

**Section 5. Educational Leave.** Upon application, documentation and approval, a leave of absence for education purposes shall be granted for up to 12 months.

**Section 6. Personal Leave.** A general leave of absence may be granted pursuant to the Employer's Leave of Absence policy.



**Section 7.** An employee returning to work from Union business or Educational Leave shall have their seniority retained, but shall not be guaranteed a position upon return. Such employee shall have the option to be laid off, and be recalled under the terms of Article 15 (Recall), or shall have the option to work in the central pool under the terms of Article 27 (Per Diem) pending the availability of a comparable position.

## **Article 21. PAID LEAVE**

**Section 1. Bereavement Leave.** Bereavement Leave is intended to provide paid time off, as set forth below, due to the death of an immediate relative. The intention of the Article is to replace income that would normally be earned during the employee's normal work schedule and can vary based on the employee's normal work hours and shift and normally will be taken in proximity to the death of the relative.

**Section 2.** Full-time employees (.8 to 1.0 of FTE) may be granted paid time off as follows:

(a) Twenty-four (24) hours in the event of a death of an immediate relative defined as the employee's parent, grandparent, spouse, child, grandchild or sibling.

(b) An employee will be granted paid leave for eight (8) hours in the event of a death of a non-immediate relative defined as an employee's aunt, uncle, parent-in-law, sibling-in-law or son/daughter-in-law.

**Section 3.** An employee who experiences a death of a qualifying family member should notify his/her supervisor as soon as possible so as to code the time accurately in the payroll system.

**Section 4.** Bereavement Leave must be taken in consecutive scheduled shifts or partial shifts unless otherwise approved by CNO or designee.

**Section 5.** Regular part-time Employees (.5 to .75 FTE) may be granted 8 hours paid time off in the event of death of an immediate relative as defined in Section 2(a) above.

**Section 6.** Bereavement leave may be supplemented with available ETO.

**Section 7. Jury Duty.** Regular full-time and part-time employees called to jury duty may be eligible to receive their regular pay while serving or on-call for serving on jury duty. In the event that a regular employee cannot be excused or cannot rearrange their working schedule to avoid a conflict, the employee will be paid his/her regular daily rate for each full workday missed due to jury duty. A night shift nurse who is scheduled for jury duty shall be released with pay for a shift which ends on the morning they are required to report for jury duty, or which begins the evening on which they are on jury duty, at the option of the nurse.

## **Article 22. MEDICAL BENEFITS**

**Section 1.** Eligible Employees will be covered by the Hospital Health Care Plans under the same terms and conditions as all unrepresented Employees of Tower Health. Eligible employees are defined as those holding a position that have an FTE greater than or equal to .5 for part time and Greater than or equal to .8 for full time.

For calendar 2024, the Hospital will offer four plans:

- a) Basic Plan;
- b) Select Plan;
- c) Choice Plan;
- d) High Deductible Health Plan.

A description of the plans is attached hereto as Exhibit A. The plan design may change in future years and will be applicable to the bargaining unit as long as the changes apply to all unrepresented employees.. To obtain Wellness credit in 2022 and beyond, employees must meet all wellness requirements applicable to all unrepresented employees at St. Christopher's Hospital.

There is also a premium surcharge for working spouses who decline coverage with their employer and opt for coverage herein. The surcharge for 2024 is \$100 per pay for 24 pays.

**Section 2. Prescription Benefits.** Prescription co-pays shall be determined in accordance with the terms of the Medical Plan selected by the Employee. Plan design changes applicable to non-represented employees will apply to the Bargaining Unit.

**Section 3. Dental and Vision Plans.** The Hospital shall make available the Dental and Vision Plans to regular full-time and regular part-time Employees under the same circumstances as to unrepresented employees. Plan changes applicable to unrepresented employees shall apply to the Bargaining Unit.

**Section 4. Contributions for Insurance Premiums.** Exhibit B, attached hereto, are the employee premium shares for calendar 2021 for the available plans. Full-time and eligible part-time employees shall pay, through payroll withholding for 24 pay periods per calendar year, 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.

Beginning in calendar year 2022 and annually thereafter, the employee premium will not be increased by more than 10% from the prior year's premium and in no event higher than unrepresented employees at St. Christopher's Hospital or Tower Health. The surcharge for working spouses who decline coverage with their employer or opt for coverage herein will be the same surcharge that is assigned to all unrepresented employees at St. Christopher's Hospital or Tower Health.

The Hospital will provide notice to the Union of any changes in the health insurance plan, including any annual premium adjustment, (including changes in eligibility for the wellness premium credit) at least 30 days prior to open enrollment in subsequent plan years.

**Section 5. Ancillary Benefits**

(a) **Flexible Spending Accounts.** 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.

(b) **Life and Accidental Death and Dismemberment Insurance.** Beginning with the first of the month following date of hire, 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 2,080 to arrive at their Annual Base Salary. The Employee's Base wage rate is defined as the Employee's base hourly rate of pay that does not include differentials, bonus or other special adjustments.

i. Eligible employees as defined in this section may purchase supplemental life insurance coverage under the terms of the plan selected by the Employer.

ii. Beginning with the first of the month following date of hire, eligible employees as defined in this section shall receive fully paid-for accidental death and dismemberment insurance coverage under the terms of the plan selected by the Employer.

(c) **Long Term Disability Insurance.** All benefit 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 \$10,000.00).

(d) **Short Term Disability Insurance.** 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.

(e) **Modification.** The Hospital may modify any of the benefits provided in this Section, provided the modification applies to all Tower Health employees. The Hospital will provide thirty days (30) days' notice to the Union of any change in benefit plan, together with a Summary Description of the Modified Plan, and will meet and discuss

with the Union upon request prior to the implementation of the modification.

## **Article 23. EDUCATIONAL BENEFITS & PROFESSIONAL CERTIFICATION**

**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 Vice President 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. Exceptions to the consecutive year limit will be considered by the Hospital on a case-by-case basis and approved in the Hospital's reasonable discretion. 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.

(b) 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.

(b) 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:

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

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

iii. Legal action.

(c) Repayment for the costs of the PERIOP 101 program shall be made according to Section 5, subject to a cap of \$8,000.

## **Section 6. Application Process**

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

(a) Employees must submit an application via the Edcor 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 Edcor, of the application's status.

## **Section 7. Reimbursement**

a. The employee must comply with the Edcor reimbursement process as follows:

i. Employees must submit reimbursement requests via the Edcor Educational Assistance Program website;

- ii. 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;

- A. Failure to submit a reimbursement request within this timeframe will result in denial of reimbursement;

- iii. All required documentation must be submitted following Edcor's reimbursement request process (prior to Edcor being operational, documentation shall be submitted manually);

- A. Required documentation may include, but is not limited to:

- 1. Final letter grade/proof of course completion;
    - 2. Itemized bill.

- b. 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.** Certification/Recertification.

Full-time employees and .5 FTE and above part-time employees for certifications listed herein shall be reimbursed for the cost of certification tests for ANCC approved certification, upon proof of successful completion. Reimbursement shall be limited to certification in one (1) area. Additional certifications will be reimbursed by the Hospital if the certifications are either required by the hospital or requested to be obtained by the Hospital, or with prior approval of the Hospital in its sole and exclusive discretion. To qualify for such reimbursement, the employee must be qualified to take the test, and certification must be germane to the employee's assignment. Employees shall not be



reimbursed for lost time or any other expenses in connection with the test.

## **Section 10. Inservice and Education**

- 1) St. Chris shall continue to provide meaningful in-service education to all employees.
- 2) Required training will normally be done at the Hospital during working hours. Any training done at home or during non-working hours will require pre-approval by a manager.
- 3) In the event an employee is required to attend such in-service sessions at a specified time, or such training is done at home or during non-working hours with the pre-approval of a manager, such employees shall be paid their base rate, plus differentials and premium pay if applicable to the time of day when such education is held. Required completion shall be considered as time worked in the computation of overtime.
- 4) Upon request of either party, the Joint Nurse Practice Committee will review implementation of this Article, including availability of training on the night shift.

## **Article 24. 403(b)**

### **Section 1. Employee Contribution and Match.**

- (a) Employees will be auto enrolled at 4% pre-tax contribution.
  - (i) Contributions will start 30 days after your date of hire.
  - (ii) If employees wish to opt out they must do so within the 30 day window of hire.
  - (iii) Employees may increase their contribution to more than 4% or reduce the contribution to an amount lower than 4% in whole number increments.

(iv) If employees are auto enrolled the will also be signed up for Auto increase. This means that your deferral rate will automatically increase each year (in November after 1 full year in the plan) until you reach 10%. You can contribute more than 10%, but the auto increase will not go above this. You can also opt out of the auto increase at any time.

(v) Tower Health will match \$0.50 on the dollar on the first 4% of what an employee contributes.

## **Section 2. Core Contribution.**

(a) Based on the employee's years of service, Tower Health will make a core contribution into employee's 403(b) account. This is independent of employees' electing to participate in the employee contribution and match (Section 1).

Less than 5 years = 2%

5 but less than 10 = 3%

10 but less than 15 = 4%

15 but less than 20 = 5%

More than 20= 6% (Maximum amount of core contribution)

## **Section 3. Eligibility**

(a) To be eligible for the benefits described above, Employees must work 1000 hours in a calendar year. The contribution described in Section 2(a) above shall be made by on or before May 1 following the calendar year in which the 1000 hours were worked.

**Section 4.** Employees will receive years of service credit based on their last date of hire at St. Christopher's.

## **Article 25. EARNED TIME OFF AND INCOME PROTECTION TIME**

**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					10 PLUS YEARS OF SERVICE				
FTE	HOURS PER PAY	ETO HOURS		IPT HOURS		TOTAL ANNUAL PAID LEAVE	ETO HOURS		IPT HOURS		TOTAL ANNUAL PAID LEAVE
		Per Pay	Per Year	Per Pay	Per Year		Per Pay	Per Year	Per Pay	Per Year	
1.0	80	7.08	184.08	3.70	96.00	280.08	8.62	224.12	3.70	96.00	320.12
0.9	72	6.37	165.62	3.33	86.58	252.20	7.75	201.50	3.33	85.58	288.08
0.8	64	5.66	147.16	2.96	76.96	224.12	6.89	179.14	2.96	76.96	256.10
0.7	56	4.96	128.96	2.59	67.34	196.30	6.03	156.78	2.59	67.34	224.12
0.6	48	4.25	110.50	2.22	57.72	168.22	5.17	134.42	2.22	57.72	192.14
0.5	40	3.54	92.04	1.85	48.10	140.14	4.31	112.06	1.85	48.10	160.16

Adjustment of ETO accrual rates shall become effective with the pay period beginning after the employee anniversary date.

All full-time and eligible part-time employees shall accrue ETO based on actual hours worked or paid, not to exceed eighty (80) hours in a bi-weekly pay period. Employees will not accrue ETO during an unpaid leave.

Per diem employees are not eligible to accrue ETO.

**Section 2.** Each unit will, upon approval by a shared governance vote in that applicable unit, post an annual ETO schedule accessible to staff and ETO will be posted on the calendar when approved. On or about February 15<sup>th</sup>, 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 in the shift/unit at issue having the greatest seniority. Up to 10% of RN shifts on a weekly basis in each unit, if requested, may be scheduled as ETO subject to the staffing needs of the unit. During the priority summer vacation period, up to 13% of RN shifts on a weekly basis in a unit may be scheduled as ETO subject to the staffing needs of the unit. The priority summer vacation period is defined as the period between (and inclusive of) Memorial Day and Labor Day. Vacation approval greater than 13% may be scheduled during the priority summer vacation period if it can be arranged by the

scheduling committee and meet the operational needs of the unit. 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 the priority 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 within the shift and unit in question according to seniority.

**Section 3.** ETO requests submitted after March 1<sup>st</sup> 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 4.** 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 5.** No ETO may be taken until the Employee has completed her/his probationary period.

**Section 6.** 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 21, then those ETO days that would otherwise be qualified bereavement days will be treated as bereavement days.

**Section 7.** An Employee on an un-paid approved leave of absence shall not accrue ETO hours.

**Section 8.** 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 will be rescheduled per Sections 2 and 3 of this Article.

**Section 9.** ETO Donation Program will be in accordance with the Tower Health Benevolent Sharing Policy.

**Section 10.** A full time 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. A part time employee can cash out up to 40 hours provided 40 hours remain in his/her bank.

**Section 11.** The maximum accrual shall be one hundred fifty percent (150%) of an employee's annual accrual.

**Section 12.** Regular full time and part-time employees who resign or are terminated (except termination for cause) shall be paid out their unused ETO. ETO may not be used during the notice period prior to separation. An employee who changes benefit status within the bargaining unit which does not accrue ETO or who is furloughed (remains an active employee with benefits but is not permitted to work due to lack of work) shall have his or her accrued, unused ETO paid out or, at the employee's option, have the ETO account frozen and restored if the employee returns to an ETO eligible position within one year. If the employee does not return to such a position within one (1) year, the frozen ETO shall be paid out at the rate in effect when the employee either changed status or was furloughed. Accrued ETO cannot be used while the account is frozen.

**Section 13.** Full-time and eligible part-time (.5 to .75 FTE) shall earn Income Protection Time (IPT) in accordance with the schedule set forth in Section 1 above.

**Section 14.** IPT shall be used to reimburse an employee for time missed due to an employee's serious medical condition as defined under FMLA and provided the employee provides the required documentation.

**Section 15.** If an employee is absent due to an employee's illness and the illness is a non-qualifying event under FMLA, IPT shall be used after the first four (4) consecutive days of absence. In the event an employee is absent due to a qualifying event under FMLA under Section 15 herein, IPT shall be applied retroactively to the first day and the employee's ETO bank shall be replenished if eligible.

**Section 16.** If an employee is absent for seven (7) or more consecutive days, the employee must apply for a leave of absence.

**Section 17.** IPT is not earned while an employee is on any leave of absence.

**Section 18.** To qualify for short-term disability, the employee must be out fifteen (15) days or exhaust his/her IPT, whichever is greater.

**Section 19.** The maximum accrual of IPT shall be as follows:

Employees who are regularly scheduled to work  
80 hours per bi-weekly pay  
70 days

Employees who are regularly scheduled to work  
72 hours per bi-weekly pay  
63 days

Eligible part-time  
47 days

## **Article 26. HOLIDAYS**

**Section 1.** Eligible employees as defined in Section 3 below shall earn the following paid holidays:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

**Section 2.** Employees who work on a holiday shall be paid time and one-half (1 ½) for all hours worked on the holiday. For compensation purposes, the holiday shall begin at 11 PM the night before, and end at 11 PM the day of the holiday. If worked, Christmas Eve (7 PM – 11 PM) and New Year’s Eve (7 PM – 11 PM) shall be paid at time and one half.

**Section 3.** To make part-timers (.5 to .7FTE) eligible for paid holidays, St. Christopher’s agrees to reduce the Holiday entitlement for Full Time nurses (.8 and .9FTE) from 8 hours per holiday to their pro rata FTE percentage and to extend the pro rata percentage to .5 FTE and above such that nurses shall receive the following:

1.	1.0 FTE	8 hours holiday pay
2.	.9 FTE	7.2 hours
3.	.8 FTE	6.4 hours
4.	.75 FTE	6.0 hours
5.	.7 FTE	5.6 hours
6.	.6 FTE	4.8 hours
7.	.5 FTE	4.0 hours

**Section 4.** Eligible employees who work on a holiday listed above shall have “banked holiday” time added to their ETO bank on a pro rata basis determined by the position hours, in the table listed in Section 3 above. In the event their ETO bank is at maximum capacity, the “banked holiday” will go in a separate holiday account, which is available to be scheduled for use in the same manner as ETO. Employees who do not work the holiday shall be paid holiday pay on a pro rata basis.

**Section 5.** To qualify for this holiday benefit, the employee must meet the following requirements:

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

(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 6.** 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 eligible for holidays who are called to work on the holiday will be paid time and one-half for all hours worked during the holiday.

For departments which are only regularly scheduled to work Monday through Friday, when the holiday falls on a Saturday, it will be observed on Friday and when the holiday falls on a Sunday, it will be observed on Monday. For employees who work in such departments, the day on which the holiday is observed shall constitute the holiday for purposes of Section 2 above.

**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. Time and one-half will be paid for all hours worked on the Holiday.

**Section 8.** Each regular full or part time employee shall be required to work three (3) designated holidays per year, in accordance with one of the assigned A, B, or C Holiday Groupings, outlined in Section 11 below. Additionally, each grouping will require an employee to work the day before or the day after some of the designated holidays, in accordance with the groupings outlined below. There shall be no other “day before” or “day after” work requirements for holidays worked.

**Section 9.** Upon ratification of this agreement, nurses on each unit shall determine amongst themselves which nurses will be assigned to each holiday grouping. Thereafter, the holiday assignments shall alternate annually. Upon transfer to a new unit, the holiday group for a nurse may be required to change based on the unit’s staffing needs.

**Section 10.** If an employee wishes to be off on a holiday that s/he is scheduled to work, s/he must find her/his own coverage and that coverage must be approved by the unit manager/supervisor. The



swapping of holiday shifts between employees shall not affect the assigned grouping of those employees for the following year.

**Section 11.** Martin Luther King, Jr.'s Birthday, although not a holiday, shall be grouped with holidays below for scheduling purposes.

**DAY SHIFT NURSES:**

**Holiday Groupings. Day shift, OPTION 1:**

**Holiday Group A:** Memorial Day, Christmas Eve, New Year's Day

**Holiday Group B:** July 4<sup>th</sup>, Christmas Day, Martin Luther King Jr. Birthday

**Holiday Group C:** Labor Day, Thanksgiving Day, New Year's Eve

**Holiday Groupings, Day Shift OPTION 2:**

**Holiday Group A:** Memorial Day, New Year's Eve, New Year's Day

**Holiday Group B:** July 4<sup>th</sup>, Christmas Eve, Christmas Day

**Holiday Group C:** Labor Day, Thanksgiving Day, Martin Luther King Jr. Birthday

**NIGHT SHIFT NURSES:**

**Holiday Groupings. Night Shift OPTION 1:**

**Holiday Group A:** Memorial Day Eve, Memorial Day, Christmas Eve, New Year's Day

**Holiday Group B:** July 4<sup>th</sup> Eve, July 4<sup>th</sup> Christmas Day, MLK Eve, MLK Birthday

**Holiday Group C:** Labor Day Eve, Labor Day, Thanksgiving Day Eve, Thanksgiving Day, New Year's Eve

**Holiday Groupings, Night Shift, OPTION 2:**

**Holiday Group A:** Memorial Day Eve, Memorial Day, New Year's Eve, New Year's Day

**Holiday Group B:** July 4<sup>th</sup> Eve, July 4<sup>th</sup>; Christmas Eve, Christmas Day

**Holiday Group C:** Labor Day Eve, Labor Day, Thanksgiving Day Eve, Thanksgiving Day, MLK Eve, MLK's Birthday.

**Section 12.** Martin Luther King, Jr. Day of Service.

(a) In the spirit of honoring Martin Luther King, Jr.'s birthday as a day of service, employees will be eligible to receive an additional eight (8) hours of ETO for completion of an approved community service project each calendar year.

(b) Employees can choose a service project from the following options:

(i) The United Way of Philadelphia  
(<http://volunteer.unitedforimpact.org/need/>);

(ii) A project approved by the pastor or religious leader of the employee's congregation;

(iii) A designated service opportunity coordinated by the Hospital; or

(iv) A service project identified by the employee and approved in advance by the Hospital. Proposed service projects must be submitted to Human Resources at least thirty (30) days in advance. The Hospital's decision to approve or disapprove such projects for service credit shall be final and shall not be subject to the grievance process.

(c) When an employee completes a service project, the employee must submit documentation that the project was completed to Human Resources. Documentation to support completion of a service project will include:

(i) A certification letter from United Way provided after completion of the service project;

(ii) A letter from the employee's pastor or religious leader of the employee's congregation documenting completion of the service project; or

(iii) A letter provided by Human Resources or Hospital administration;

(d) Employees who complete a service project and submit appropriate documentation will receive eight (8) hours of ETO in their bank that will be reflected in their paycheck no later than one (1) month after submission.

## **Article 27. CENTRAL POOL/ PER DIEMS**

**Section 1.** Per Diem Pool nurses generally, except where outlined elsewhere or required by law, do not receive benefits and do not have a guarantee of hours. Per Diem nurses are subject to working in whatever unit they can safely care for their patient assignment.

**Section 2.** Employees transferring to pool from full time or part time positions shall be subject to the terms of Article 17, Job Bidding and Transfer.

**Section 3.** Per Diem Pool will have the following schedule requirements:

a) Grandfathered per diem pool (employees hired before Dec. 7, 2016 who have worked continuously in the Central Pool since Dec. 7, 2016) shall have the following minimum requirements which may be scheduled as eight-hour shifts at the discretion of the nurse:

36 hours per six-week schedule, 24 of which must be scheduled on weekends.

One holiday per year, which may be scheduled as an eight-hour shift. One hard to fill shift per year, which may be scheduled as an eight-hour shift.

Additional time may be scheduled in four, eight, or twelve-hour increments.

This minimum requirement shall be scheduled as 72 hours in a 12-week rotation, 48 hours of which must be on weekends. Hours distributed as 40 in one six-week schedule, and 32 in the other scheduling period. In a schedule period in which a nurse elects to schedule 40 hours those hours will be considered the minimum requirement for the purposes of scheduling.

This will be tracked by the per diem pool scheduling committee and the staffing coordinator.

b) Per diem pool (employees who were hired into or transferred into the Central Pool or ED Pool after December 7, 2016) shall have the following minimum requirements, which must be scheduled as 12 hour shifts:

36 hours per six week schedule, with 24 of those hours to be weekend hours.

One holiday per year, scheduled as a 12 hour shift

One hard to fill shift per year scheduled as a twelve-hour shift.

Additional time may be scheduled in four, eight, or twelve hour increments.

**Section 4. Attendance/Cancellations** Central Pool/Per Diem will comply with Hospital Policy regarding sick call out.

- a) Any Central Pool/Per Diem nurse may self-cancel twice per six (6) week scheduling period with no less than forty-eight (48) hours' notice. However, ED Per Diem Nurses will be subject to the cancellation policy contained in the ED Per Diem Side Letter.
- b) Central Pool/Per Diem nurses are permitted to change their schedules with supervisor or scheduling coordinator approval. Central Pool/Per Diem nurses may be denied a request to change their schedules if they are requesting to switch to a shift that is already staffed to the threshold, if the requested schedule change would result in the Central Pool/Per Diem nurse failing to meet

their minimum commitments under this Article, and/or if it would result in no Central Pool/Per Diem Nurse being scheduled for a particular shift. Central Pool/Per Diem nurses will be permitted to switch shifts with other Central Pool/Per Diem nurses, provided that such switches are confirmed in Kronos or by email from the supervisor.

- c) Other than as set forth in Sections (a) and (b) above, any Central Pool/Per Diem nurse will be terminated for accumulation of four (4) occurrences in any twelve (12) month period.
- d) If a self-cancellation results in a Central Pool/Per Diem not meeting their required number of hours during the schedule period, the shift must be made up during the current schedule.
- e) If the self-cancellation occurs at the end of the schedule, the time must be made up within the first two weeks of the next schedule. This includes minimum weekend requirements. If the Central Pool/Per Diem has met the required number of hours, and/or the weekend requirement, they will not be required to make up the cancellation.
- f) Employees who self-cancel more than twice during the schedule period shall be required to make up the hours in the subsequent schedule period, in addition to their minimum hours during that scheduling period.

## **Section 5.       Holidays and Hard to Fill Shifts**

### **Qualifying shifts and times**

**Pool Per Diem Holidays (7PM night before to 7 AM day after)**

New Year's Day, Martin Luther King Day, Memorial Day,  
Independence Day, Labor Day, Thanksgiving, Christmas Day

**Hard to Fill Shifts:**

Easter (begins 7PM night before to 7PM day of)  
New Years' Eve (7AM-7PM)  
Christmas Eve (7AM-7PM)  
Mother's Day (7PM night before to 7PM day of)  
Father's Day (7PM night before to 7PM day of)  
Super Bowl Sunday (7AM day of to 7AM day after)  
Halloween (7AM day of to 7AM day after)  
Valentine's Day (7AM day of to 7AM day after)  
Day after Thanksgiving (7PM Thanksgiving Day to  
7AM  
Saturday after Thanksgiving)  
St. Patrick's Day (7AM day of to 7AM next day)

**Section 6. Weekends.** Weekends are defined as 7 PM Friday through 7 AM Monday for the purposes of scheduling only.

**Section 7. Schedule Submission** Self-scheduling will open for Per Diem Pool nurses (Central Pool and ED Pool) after full time/part time nurses on respective units have requested time.

Per Diem Pool nurses are required to submit their time in accordance with departmental scheduling timelines. If hours are not submitted timely, the scheduling committee or manager reserves the right to assign the minimum number of hours required.

## **Article 28. RESOURCE POOL**

**Section 1.** Pool Nurses are full time or part time employees for the purposes of all economic benefits of this agreement.

**Section 2.** Resource Pool Nurses will be required to work 36 hours per week minimum as full time employees, or 24 hours per week as part time employees, with 36 hours of weekend time scheduled per six week schedule. Resource Pool Nurses will be scheduled in accordance with the holiday scheduling language of Article 26, and in addition shall be required to work one (1) hard to fill shift.

**Section 3.** Resource Pool Nurses may exchange shifts only with other Resource Pool Nurses and Per Diem Pool nurses.

**Section 4.** Resource Pool nurses shall schedule themselves prior to the schedule opening for Central Pool Nurses.

**Section 5.** Resource Pool Nurses shall receive the wage rate based on their experience, and a \$3.00 per hour differential.

## **Article 29. WAGES AND DIFFERENTIALS**

### **Section 1. Wages**

- a. Nurses who are above the current scale, will receive the raises and other compensation set forth herein.
- b. Nurses hired after the date of ratification shall be paid based on their documented years of Registered Nurse experience which shall be defined as years since initial licensure, including initial licensure outside the United States, less any periods of 6 months or greater during which the nurse was not licensed to practice or, while maintaining their licensure, was not employed as a Registered Nurse. Placement shall be based on information provided by the nurse in their resume upon application and verified by the Hospital.
- c. Annual increases are to be made during the second full pay period in January of each year.
- d. A one-time Philadelphia adjustment to be made the second pay period after execution of a final CBA.
  - i. The one-time Philadelphia adjustment for full-time nurses shall be one-thousand six-hundred dollars (\$1,600).
  - ii. The one-time Philadelphia adjustment for part-time and per-diem nurses shall be one-thousand one-hundred dollars (\$1,100).
- e. Nurses will also receive two (2) months of retroactive pay.

- f. Wage progression for years of experience will occur upon execution of the final CBA and in the second pay period of January 2025 and 2026 (as set forth below). Nurses hired on or after January 1, 2024, will not receive credit for additional years of experience after execution of a final CBA in 2024, but will advance on the wage scale in 2025 and 2026.

	Current	After Execution	Jan-25	Jan-26
		3%	3.25%	3.50%
<b>Start</b>	<b>\$38.75</b>	\$39.91	\$41.21	\$42.65
<b>1</b>	<b>\$39.75</b>	\$40.94	\$42.27	\$43.75
<b>2</b>	<b>\$40.75</b>	\$41.97	\$43.34	\$44.85
<b>3</b>	<b>\$41.75</b>	\$43.00	\$44.40	\$45.95
<b>4</b>	<b>\$42.75</b>	\$44.03	\$45.46	\$47.05
<b>5</b>	<b>\$43.75</b>	\$45.06	\$46.53	\$48.16
<b>6</b>	<b>\$44.85</b>	\$46.20	\$47.70	\$49.37
<b>7</b>	<b>\$45.85</b>	\$47.23	\$48.76	\$50.47
<b>8</b>	<b>\$46.85</b>	\$48.26	\$49.82	\$51.57
<b>9</b>	<b>\$47.85</b>	\$49.29	\$50.89	\$52.67
<b>11</b>	<b>\$50.50</b>	\$52.02	\$53.71	\$55.59
<b>13</b>	<b>\$51.50</b>	\$53.05	\$54.77	\$56.69
<b>15</b>	<b>\$52.50</b>	\$54.08	\$55.83	\$57.79
<b>18</b>	<b>\$53.75</b>	\$55.36	\$57.16	\$59.16
<b>20</b>	<b>\$55.00</b>	\$56.65	\$58.49	\$60.54
<b>25</b>	<b>\$57.00</b>	\$58.71	\$60.62	\$62.74
<b>30</b>	<b>\$60.00</b>	\$61.80	\$63.81	\$66.04

## Section 2. Differentials

- b. Shift. For all nurses hired after the date of ratification and current nurses at or below year 6 in the experience scale in Section 1 following implementation of the pay



scale in Section 1 in the second pay period of December 2020, the shift differential for evenings and night shifts shall be Six Dollars (\$6.00) per hour for the life of this agreement. For nurses at or above year 7 in the experience scale in Section 1 as of the second pay period of December 2020, the shift differential shall remain at 15% of their base rate of pay for the life of this agreement. To be eligible for an evening or night shift differential, the majority of the scheduled shift must fall after 3:00 p.m.

- c. Weekend Differential of \$3.00 per hour shall be effective between 7 AM Saturday and 7 AM Monday, and shall apply to all bargaining unit positions except per diem.
- d. Charge Nurse \$3.00
- e. Preceptor \$2.00
- f. Service Nurse (OR) \$3.00 (\$4.00 effective the second full pay period in January 2022)
- g. ECMO Coordinator \$5.00
- h. ECMO Specialist, when practicing \$3.50
- i. Resource Pool \$3.00

**Section 3. Clinical Ladder.** Wage supplements which are available for participation in the Clinical Ladders are described in Article 32.

**Section 4. Central Pool Per Diem Rates.<sup>1</sup>**

### **Article 30. NURSE PRACTICE AND STAFFING**

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<sup>1</sup> The Parties recognize that there is an ongoing dispute over the rates for per diem employees. See Side Letter: Per Diem Rates.

**Section 1.** The Hospital and the Union agree to create a Joint Nurse Practice Committee (JNPC) 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, and make recommendations to improve quality outcomes and reduce clinical variability.

**Section 2.** Composition of the Committee. The JNPC 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 JNPC will meet monthly for up to two hours. Committee members working that day will be released with pay to attend the meeting, provided there is adequate coverage. At the beginning of each calendar year, departments will receive that year's JNPC schedule. Committee members scheduled to work the day of JNPC will work with their respective Scheduling Committees to arrange for coverage. The Hospital will also make good faith efforts to arrange coverage. Committee members not working will be paid their hourly rate to attend. The Scheduling Committee shall provide coverage through its normal processes. JNPC meetings shall be tentatively scheduled at least six (6) months in advance.

**Section 4.** Both parties will contribute items for the Committee agenda. The review of Hospital staffing will be a standing agenda item for the JNPC. 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 provide quarterly the following data which it gathers and reports to regulatory and accreditation agencies.

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

NDNQI Nursing Sensitive Indicators

Press-Ganey Unit Specific Nursing Performance Data

NDNQI RN Satisfaction Survey Data (conducted on an  
annual basis)

Bedside RN turnover

Agency hours used by unit

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

On a quarterly basis, the Hospital will provide the JNPC 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.

**Section 5.** The JNPC shall review unit and department staffing levels, 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 will 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., AWHONN, AACN,

AORN), SCHC 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 JNPC for its comment prior to any changes being made. The JNPC may also discuss issues related to non-nurse staffing. However, the Hospital shall have the final decision on all staffing grids.

(b) 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. It is agreed that issues concerning staffing may be raised in the manner set forth in this Article and the Hospital agrees in good faith to address staffing needs. The parties agree that such issues are to be addressed by collaborative efforts in a good faith manner by both parties. 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 intent of the Hospital to schedule nurses as per the grids in effect as of December 15, 2019, until or unless revised in accordance with Section 6 above. The applicable grids shall be posted on each unit. The Scheduling Committee shall schedule nurses and post schedules to meet the grids in place at the time, which shall include adequate coverage for breaks and lunches. 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. It is not the intent of the Hospital to cancel nurses below the grids at the time of cancellation.

While Charge Nurses are not intended to be included in the grids, where unforeseen circumstances so require, Charge Nurses may be given patient assignments. This may be the result due to patient acuity, calls outs, unanticipated admissions, delayed discharges, nurse reassignment, etc. When these circumstances occur, the following steps will be taken

by the Hospital to ensure adequate staffing: seek per-diem(s) to fill additional slots, post additional shifts/OT, seek agency nurses until hard to fill positions are replaced. As a last resort, a Charge Nurse will support staffing expectations by assuming an assignment until additional resources are obtained.

Recruitment and staffing plans for hard to fill areas will be updated in the JNPC.

**Section 8.** In the event of a dispute about implementation or utilization of the grids established by the Hospital, the parties agree to the following process to review and resolve the matter:

a) The Union shall bring its concern that the Hospital is not following the grids to the unit manager for explanation and collaborative resolution.

b) If the discussion with the unit manager does not resolve the issue, the Union shall bring its concern to the JNPC at its next regular meeting for recommendations for working collaboratively with management to address and resolve the issue.

c) If the process set forth in Sections 8(a) and (b) fails to resolve the matter, the parties agree that the Union can utilize the grievance process only in situations where (i) changes to the staffing grids are made without prior discussion through the JNPC, or (ii) a sustained failure to implement the grids based on a pattern of failure over time (where the Union is able to document both the failure to meet the grids and reasonable availability of staff to do so) occurs without the Hospital utilizing the JNPC protocols outlined in Sections 1-7 of this Article. The Hospital's final decision under Sections 5 and 6 of this Article shall not be not subject to grievance. Prior to submitting a grievance to arbitration, the parties agree that they shall first engage in a mediation process under the auspices of the FMCS. If mediation fails to resolve the matter and a grievance is progressed to arbitration, the arbitrator shall be without jurisdiction to issue any financial remedy, but may make recommendations to the parties with respect to remedies of any violations of this Article. In such case, the arbitrator's recommendations shall be submitted to the JNPC for further review and handling in accordance with this Article.

## **Article 31. CALL BACK & ON CALL**

**Section 1.** Nurses called into work after 11:00 p.m. who are scheduled to work the following morning shall upon discussion with management have the following options:

a. Commence their regularly scheduled shift up to eight (8) hours after the completion of the call assignment, provided the regular shift begins no later than 11:00 a.m.

b. Commence their regularly scheduled shift after the completion of the call in work assignment provided the call assignment ends on or after 5:00 a.m.

c. If schedule permits or management can accommodate, request to take part of or all of the following day off and may utilize available paid time off or take such time without pay.

d. Unit-based per-diem/Pool employees that volunteer to take on-call shift assignments shall do so under the same terms as regular fulltime and part-time staff.

### **Section 2. On-Call Rates**

a. On-call shall be paid at the rate of \$4.00 per hour, with nurses in OR, PACU, Cath Lab, Dialysis and ECMO paid \$5.00 per hour.

b. RNs required to take call shall be paid time and a half for all call hours worked.

c. RNs who take on call more than 12 shifts within a scheduled period will receive an additional on-call rate of \$5/hour for the shifts beyond 12 provided the nurse is scheduled for these additional on-call shifts at the time the schedule is posted or is asked by management to work such shifts. Shifts over twelve as a result of voluntary switches among employees shall not be eligible for the premium rate.

d. A nurse who is called in shall be paid a minimum of 4 hours.

e. The Hospital shall continue to provide a sleep room for nurses who are on-call.

f. If a department within the Hospital which requires call, including OR, PACU, Cath lab, Dialysis and ECMO, desires to increase the call requirement, it will bring the issue before the labor management committee prior to implementing any change.

The OR call requirement shall be four fourteen hour shifts for ten hour staff, or four twelve hour shifts for twelve hour staff, in a six (6) week period.

## **Article 32. CLINICAL LADDER**

**Section 1.** The clinical ladder program is open to all clinical Registered Nurses with direct patient care responsibilities at St Christopher's.

**Section 2.** Applications for the program should be submitted by a nurse to their nurse manager or director, and will be submitted by the nurse manager to the Clinical Ladder Committee for peer review. Applications for the program will be accepted on a rolling basis throughout the year.

**Section 3.** Application to or advancement from the previous level requires all criteria of previous level to be present, along with criteria for which level the applicant is applying. Each promotion level builds upon prior levels.

**Section 4.** Incentive payments for achievement of clinical ladder status shall be included on a nurse's base rate, and shall begin the first full pay period following placement on the ladder. Incentive payments shall be as follows:

Level 3:	3%
Level 4:	Additional 4%
Level 5:	Additional 5%

**Section 5.** Failure to meet criteria and expectations at the employee's annual performance evaluation or audit will result in loss of the advanced level. The individual (on level 3, 4 or 5) will be reduced to a level 2, regardless of their previous level, if the expectations and criteria are not being upheld, and/or if there is a disciplinary action of final written warning or higher.

**Section 6.** The Clinical Ladder Committee shall continue to function for the life of this Agreement. The Committee will have the responsibility of processing applications to the program, evaluating the program, and recommending changes to the Clinical Ladder policy as needed in collaboration with nursing leadership.

**Section 7.** The Clinical Ladder shall be administered pursuant to Hospital's updated clinical ladder policy which shall be implemented, after consultation with the Clinical Ladder Committee, no later than thirty (30) days following execution of this Agreement.

**Section 9.** Thereafter, the policy may be changed, modified, or amended (other than the incentive payments in Section 4 of this Article), in accordance with this Article. Either party may notify the other of the desire to meet and discuss changes to the clinical ladder policy. The parties agree to meet within thirty (30) days of notification to discuss changes to the policy. The parties will bargain over the changes, and if no agreement is reached, the Hospital may declare impasse in accordance with applicable law and implement changes proposed by the Hospital that have not been agreed upon. For the avoidance of doubt, the Union shall not be permitted to declare impasse and implement any changes to the Clinical Ladder policy.

### **Article 33. LABOR MANAGEMENT MEETINGS**

The parties agree to convene Labor Management meetings every other month attended by representatives of Human Resources, members of the bargaining unit, a PASNAP representative, and nursing leadership. The agenda shall be mutually determined and provided five days prior to the date of the meeting. Either side may bring additional attendees. Up to four nurse union officers or nurse union reps may attend without loss of pay while on duty. No more than six (6) Bargaining Unit members may attend unless otherwise agreed upon by the Hospital.



## **Article 34. EMPLOYEE STATUS**

**Section 1. Full-Time Employee.** A regular full-time employee is an employee who is not in a temporary status and is regularly scheduled to work thirty-two (32) hours or more per work week.

**Section 2. Part-Time 1 Employee.** A regular part-time 1 employee is an employee who is not in a temporary status and is regularly scheduled to work twenty-four (24) or more hours per work week. Any employee hired before January 2018, regularly scheduled 20 or more hours per week, will be grandfathered into Part Time 1 Employee status. Part Time 1 employees are eligible for health insurance and pro-rated ETO and Tuition assistance; 403(b) eligibility and pro-rated holidays as set forth in Article 26.

**Section 3. Part-Time 2 Employee.** A regular part-time 2 employee is an employee who is not in a temporary status and is regularly scheduled to work less than twenty-four (24) hours per work week. Part Time 2 employees who are 0.5 FTE are qualified for ETO, pro-rata Holidays and pro-rata Medical Benefits as described in this agreement. Part-time employees who are less than 0.5 FTE are not entitled to those benefits. Part-time 2 employees are eligible for 403(b) coverage if the employee works 1,000 hours in a calendar year.

**Section 4. Per Diem Employee.** A Per Diem employee is an employee who performs work on an as-needed basis and is not full time or part time.

## **Article 35. EQUIPMENT & SUPPLIES**

All patient related equipment shall be maintained in safe operating condition and nurses shall be provided with adequate supplies to care for patients. Upon request, Management will share with the union a copy of the internal database that logs defective equipment, shall notify the union of the expected date that the equipment will be repaired, and will provide a temporary solution for broken equipment in the interim. Issues related to equipment and supplies shall be discussed during labor management meetings.

## **Article 36. MISCELLANEOUS**

**Section 1.** Parking. Employees will be charged, or not, for parking on the same basis as all other Hospital employees.

**Section 2.** Dress Code. The dress code shall be administered in accordance with the Tower Health Behavior and Expectations Policy. For the life of the Agreement, the Hospital agrees that it will not establish a Color by Discipline program for employees covered by this Agreement (except for Transport Nurses). Thereafter, any guidelines that are proposed to change a dress code shall be submitted, prior to implementation, to the Labor-Management Committee for recommendation.

**Section 3.** Security Clearances. The Hospital shall continue to pay all fees required for nurses to obtain security clearances required as a condition of employment under Commonwealth and federal law.

**Section 4.** Bargaining Unit Job Descriptions. Proposed changes in bargaining unit job descriptions and unit level competency requirements shall be discussed in the Joint Nurse Practice Committee. If the change affects requirements for the Clinical Ladder, input shall be received from the Clinical Ladder Committee as well. Those committees may submit proposals to amend the descriptions, however the final decision remains with the Hospital. In the event that the job description requires new competencies or skills for nurses on any unit, the Hospital shall provide appropriate training and education during paid time for incumbent nurses to master such competencies or skills.

**Section 5.** Attendance. Any change to the Attendance policy shall be provided to the Union and shall be discussed in Labor-Management prior to implementation.

**Section 6.** Health and Safety. The Hospital, the Union and employees shall cooperate to provide a safe workplace that meets the relevant standards required by applicable regulatory agencies. Health and safety may be a topic at the request of either party in Labor-Management meetings, and the Hospital will introduce relevant policy changes through the Labor-Management process.

**Section 7.** Education. Employees shall maintain competence in their area of practice. This includes completing all annual mandatory

compliance and regulatory-related education. An employee who fails to maintain competence or required education will be notified of any lapse in their competencies and will be removed from the schedule pending completion of their required education. If an employee is removed from the schedule under this Section, the employee will not be paid for any shifts missed as a result of their failure to maintain their competencies. Employees who fail to maintain competence or complete required education will receive disciplinary action subject to the limitations in this Agreement.

## **Article 37. HEALTH & SAFETY**

**Section 1.** On its property, St. Christopher's shall continue to maintain a safe and secure place of work on its premises. The Employer agrees to investigate all hazards and unsafe conditions, including but not limited to violent assaults, threats of violence as well as theft and vandalism directed towards employees on its property brought to its attention and to address such hazards and unsafe conditions.

**Section 2.** Within one week of the declaration of an ongoing state of emergency by local, state or national authorities, the hospital shall meet (and bargain to the extent required by law) over the effects of any such emergency.

**Section 3.** The Joint Nurse Practice Committee shall include Health, Safety, and Workplace Violence as an agenda item at least quarterly, and such meetings where Health, Safety, and Workplace Violence is an agenda item will include at least one representative from St. Christopher's with safety and/or security responsibilities. The committee will develop recommendations to be presented to the Senior Leadership Team and the Hospital will respond to such recommendations by the next meeting.

a) The Hospital will follow up on every serious hazardous incident through use of the Code Lavender and/or RISE programs or substantially similar programs that may be established by the Hospital after the date of this Agreement.

b) The employer will offer appropriate personal protective equipment during a pandemic emergency related to an airborne or droplet

spread pathogen. If fit testing fails alternative respiratory protection will be made available to those staff who have direct patient care responsibilities.

#### **Section 4. Workplace Violence Prevention**

- a) The Hospital will continue to develop and implement programs to prevent violence against staff, including:
  - i) Continuing to provide educational opportunities, including but not limited to identifying potentially violent situations, de-escalating violent and assaultive behaviors by patients and others, implementing panic alarms and other steps to prevent and respond effectively to violent situations.
  - ii) Make good faith efforts to maintain and regularly check all elements related to safety protocols (e.g. panic buttons and EVOLVE system) and other protocols for quick and efficient response to staff calls for assistance. When such panic buttons or other protocols are activated, the Hospital agrees there will be an in-person response to such calls.
  - iii) Continue to maintain a clear code of conduct for patients and family members/visitors, including a statement of the Hospital's prohibition on weapons, concealed or otherwise and including the Hospital's Workplace Violence policy, which prohibits employees, visitors and patients from engaging in violent and/or threatening behavior.
  - iv) Maintain an electronic protocol for reporting violent or potentially violent incidents to the Hospital, and where appropriate, law enforcement. Employees shall continue to be

required to immediately and accurately report to management and document safety incidents, including threats and acts of violence in accordance with Risk Management practice. Employees who make such reports will be provided with a reference number for their report or maintain a copy of the report filed.

- v) The Hospital will continue to provide support and assistance to any employee who wishes to file complaints against patients or visitors who engage in assaults or other criminal behavior against them.
- vi) Through the Employee Assistance Program or similar program, the Hospital will continue to offer support and counseling to employees who have experienced threats or violence in accordance with its current policies and practices.
- vii) Incident reports and other data related to workplace violence incidents shall be provided to the JNPC for review and discussion and for the purpose of further developing effective prevention practices. Incident reports may be redacted for privacy concerns.
- viii) The JNPC, within 120 days of ratification, will discuss security protocols related to hospital access for visitors, patients, and staff.
- ix) ID Badges:
  - i) Preferred first and last name can be on the front of the card rather than legal name.
  - ii) Legal first and last name must be on the back of the card.

- iii) Employees may omit last name from front of their ID card. If there is more than one employee with the same first name, the first initial of their last name should be added to the front of the ID card.
- iv) St. Christopher's Hospital will provide new ID badges within twelve (12) months of providing same to other hospitals in the Tower Health System, and notwithstanding sections (i), (ii), and (iii) above, on the same terms and conditions issued to other hospitals in the Tower Health System.<sup>2</sup>
- x) Any employee who is absent from work as a result of sustaining a physical workplace injury due to workplace violence shall be given paid leave in accordance with Tower Health's Worker Compensation policy, only if such injury is approved by Employee Health or its designee.
- xi) St. Christopher's Hospital for Children recognizes that assault against nurses and healthcare professionals is considered a crime. Investigatory leave, if required, as a result of a workplace violence incident, where the employee in question was also a victim, will be paid retroactively if discipline is not warranted.

## **Article 38. SUCCESSORSHIP**

**Section 1.** Should STC OpCo, LLC, D/B/A as St. Christopher's Hospital for Children sell the Hospital, the sale will require the Buyer to

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<sup>2</sup> The fact that Psych and ED have new badges in Reading shall not trigger this provision.

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 39. ENTIRE AGREEMENT**

The parties agree that this Agreement constitutes the entire contract between them governing wages, hours and conditions of employment of bargaining unit employees covered during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, unless there is an additional bargaining obligation pursuant to this Agreement, the Union and the Hospital expressly waive their rights during the term of this Agreement to demand negotiations upon any subject matter, whether or not such subject matter is specifically contained in this Agreement or whether such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this Agreement. This Section shall not apply to effects bargaining where legally required.

## **Article 40. SAVINGS CLAUSE**

If any provision of this Agreement is held to be in conflict with any federal, state, or local law (provided the local law does not conflict with federal law), or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect.

Should this occur, either party may request a meeting to discuss the affected provision, but neither is obligated to do so. In the event that the parties do not agree, they may use the grievance and arbitration procedure pursuant to the applicable Articles in this Agreement.

#### **Article 41.      TERMINATION**

This Agreement shall go into effect upon ratification and shall continue in full force and effect until midnight January 31, 2027 and thereafter from year to year unless either party gives written notice to the other ninety (90) days prior to the expiration date or of any succeeding yearly expiration date of a desire to negotiate with respect to the terms and conditions of this Agreement.



IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

**FOR STC OpCo, LLC D/B/A  
SAINT CHRISTOPHER'S  
HOSPITAL  
FOR CHILDREN**

Renee Buzby  
Kimberly Schneider  
Claire Alminde

**FOR PENNSYLVANIA  
ASSOCIATION  
CHILDREN OF STAFF  
NURSES AND  
ALLIED PROFESSIONALS**

Meghan Devonshire, PASNAP  
Ryan Finley, PASNAP  
Maria Plano, PASNAP  
Becky Murphy, President  
Amanda Gilson, Vice President  
Annamary McGovern-Smith,  
Secretary/Treasurer  
Uhura "Free" Russ, Grievance  
Chair  
Jasmine Kitchen, Membership  
Chair  
Sharon Scott, Political &  
Community Outreach Chair  
Gail Bricker, Member-At-Large  
Jenny Ramph, Member-At-Large  
Deborah Young, Member-At-Large  
Virginia Rebeck, 4S  
Ana Perez, Case Management  
Charlene Singleton-Whitted,  
Central Pool  
Jessica Fritsch, Transport  
Joy Fleming, NICU  
Kiana Miller, NICU  
Matt Wanamaker, 4S  
Melanie Smith, OR  
Angel Lariscy, 5S  
Dean Coffin, ED  
Tracy Doll, 5W  
Mary Volovnik, Central Pool

## SIDE LETTER

(1) For purposes of eligibility for medical benefits, current employees as of November 20, 2020 who are .75 FTE shall be treated as full-time.

(2) The Hospital agrees that it will designate a dedicated St. Christopher's Human Resources representative for nurses to contact with assistance with the exceptions process under Article 22, Section 6.

(3) The Hospital agrees that if Martin Luther King, Jr's birthday is adopted as a holiday for non-bargaining unit employees, it shall be included as a holiday in Article 26 and the day of community service provision in Article 26 shall be eliminated.

(4) Letter of Understanding, ED Unit Based Pool

Pennsylvania Association of Staff Nurses and Allied Professionals  
One Fayette Street, Suite 475  
Conshohocken, PA 19428

February 16, 2017

Aisha Cooper  
Administrative Suite  
160 East Erie Ave.  
Philadelphia, PA 19134s

Letter of Understanding re: Implementation of ED Unit Based Pool

While both parties agree the subject of a newly created ED Unit Based Pool is subject to negotiation, the union agrees to its implementation with the understanding that:

1. Unit based pool RNs are paid with the negotiated rate for all other pool RNs.
2. Unit based pool and central pool are in effect considered one unit to maintain equity in cancellations and distribution of overtime.

3. Management will post cancellations publicly for all pool employees to view and access.
4. Overtime hours will be tracked by management in a centralized location and available to any nurse upon request.

#### ED RESOURCE SIDE LETTER

1. The parties agree to implement a resource nurse for 12 hours/day in the Emergency Department.
2. Within 30 days of ratification of this Agreement, the parties will meet to discuss implementation of the ED Resource RN, including scheduling.
3. The Emergency Department Resource RN will be implemented within 30 days following that meeting.

#### OR SIDE LETTER

1. OR per diem nurses shall have the following minimum requirements:
  - a. 36 hours per six-week schedule
  - b. One holiday call shift annually, if applicable for unit needs
  - c. In accordance with Article 27, one holiday per year scheduled as a 12 hour shift, and one hard-to-fill shift per year scheduled as a twelve-hour shift.
2. In the operating room, nurses with 30 or more years of bargaining unit seniority will not be required to be included in the weekend rotation, and will not be required to take call, except when it is part of the nurse's holiday requirement. This provision will take effect, or may be rescinded, upon a shared governance vote in the Operating Room.
3. Effective January 1, 2024, the operating room will determine holiday scheduling at the unit level.

4. St. Chris will maintain at least one (1) sleep room for nurses who are on-call as provided in Article 31.
5. If total hours worked by OR per diem employees exceed 2000 hours annually, the JNPC shall discuss potential solutions to reduce the OR per diem employees' hours below 2000 hours, which may include the posting of additional Full-Time and/or Part-time positions in the Hospital's sole and exclusive discretion. Nothing in this paragraph shall be interpreted, under this Side Letter or Agreement, as an enforceable maximum number of total hours that may be worked by OR per diem employees.
6. Per diem nurses in the operating room will be required to have a minimum of one (1) year of OR experience prior (not inclusive of time spent in orientation) to their date of hire at St. Chris.

#### TRANSPORT RN SIDE LETTER

Notwithstanding any contrary provisions in the Collective Bargaining Agreement, Transport Nurses uniform and badge requirements will comply with all applicable federal, and state laws in any jurisdiction where such Transport Nurses work. The Hospital will supply all transport nurses with the appropriate and custom measured flight gear.

The Hospital will reimburse Transport Nurses for the costs of their initial PHRN certification.

1. If the Hospital, in its reasonable discretion, allows the Transport Nurse to test for their PHRN without completing an educational course, the Transport Nurse will be reimbursed for the cost of the exam.

2. If the Hospital, in its reasonable discretion, requires the Transport Nurse to complete an educational course, the Transport Nurse will be reimbursed for the course and the exam.

## ED PER DIEM SIDE LETTER

1. Per Diem nurses in the Emergency Department will have the following schedule requirements:
  - a. 36 hours per six-week schedule, with 24 of those hours to be weekend hours. Weekends are defined as 7pm Friday through 7am Monday for the purposes of scheduling.
  - b. One holiday per year, scheduled as a 12-hour shift
  - c. One hard-to-fill shift per year scheduled as a 12-hour shift.
  - d. Additional time may be scheduled in four, eight, or twelve hour increments.
2. Per Diem nurses in the Emergency Department will be required to have a minimum of two (2) years of pediatric emergency department experience prior to their date of hire at St. Chris.
3. ED Per Diem nurses will continue to be required to maintain the following certifications/qualifications:
  - a. PALS
  - b. BLS & ACLS
  - c. 8 hours of trauma continuing education annually, including training on documenting traumas in EPIC
  - d. Must be Triage and Sorter capable
4. For purposes of cancellation, ED Per Diem nurses will be considered unit employees and will be canceled in accordance with Article 19 – Cancellation. When cancellation becomes necessary, Central Pool nurses working in the ED will be canceled prior to ED Per Diem nurses. ED Per Diem nurses will be canceled prior to full and part-time ED nurses working their regular hours.
5. ED Per Diem nurses may switch shifts with management approval. ED Per Diem nurses may self-cancel no more than

once per six (6) week schedule period and must give a minimum of 48 hours' notice.

- a. ED Per Diem nurses who self-cancel as above will still be required to meet the minimum requirements in (1) above.
- b. A missed shift with less than 48 hours notice will be considered a callout.

## SUMMER GRIDS AND CENTRAL POOL SCHEDULING SIDE LETTER

1. The parties agree to discuss these issues at the next JNPC meeting.

### WEEKEND PROGRAM SIDE LETTER – STC:

1. St. Christopher's will institute a weekend program in particular units, as determined by St Christopher's in its sole and exclusive discretion, within 90 days after the ratification of this Agreement. St. Christophers shall determine the number of weekend positions posted after consultation with the Joint Nurse Practice Committee; however, at all times, the number of weekend positions shall ultimately be in St. Chris's sole and exclusive discretion.
2. Weekend positions shall be initially offered to the current employees on each unit and will follow the process for posting and bidding laid out in Article 17. If, after the initial bidding process, the weekend positions have not been filled, then the open weekend positions shall be posted according to Article 17.
3. The eligibility criteria for the weekend proposal are as follows:

- a. Must have current Pennsylvania license as a Registered Nurse.
  - b. Must have a minimum of two (2) years' current direct patient care registered nursing experience in an acute care facility.
  - c. Must have current basic life support (Healthcare Provider) certification, CPR, and ACLS, PALS, NRP in designated areas.
  - d. Must complete all continuing education requirements and demonstrate competencies at Annual Mandatory Nursing Competency Day(s).
4. In the event an Employee is subject to a final written warning (whether it be for attendance, performance, or otherwise), they may be removed from the Weekend Program in the Hospital's sole and exclusive discretion.
5. Employees hired into the Weekend Program will be hired into day or night shift positions but may be rotated between shifts. In the event the unit scheduling committee determines that Weekend Program nurses must be rotated, it will first seek volunteers. In the event there are insufficient volunteers, Weekend Program nurses may be assigned to rotate between shifts but will not be involuntarily rotated between shifts on a single weekend.
6. Employees participating in the Weekend Program shall be required to make themselves available to make-up any missed shift within six (6) weeks after such missed shift. Such make-up shifts will be scheduled in accordance with scheduling practices in the Weekend Program employee's unit. Failure to do so, may result in removal from the Weekend Program and/or disciplinary action.

7. Wages and benefits associated with the Weekend Program are set forth below:

Weekend Premium Work Program		
Weekend is defined as 7:00 am Saturday to 7:00 am Monday		
Rotation	Shift & Pay Rate	Requirements include
5:6 Program (5 weekends per 6 week schedule)	Weekend Program employees will be paid their base rate according to Article 29, plus a \$10/hr. pay differential.	<ul style="list-style-type: none"> <li>- One (1) year commitment to program with no Plan change within the year of commitment. The commitment includes the Employee working all Paid Holidays that fall on their scheduled weekends.</li> <li>- Weekend Program Employees are entitled to schedule two (2) weekends off per year (excluding Paid Holidays and hard to fill shifts that fall on a weekend); in accordance with scheduling practices in the unit where the Weekend Program employee works.</li> <li>- Plan receives benefits as set forth below.</li> </ul>
*All additional shift differentials (except for weekend differentials), premium pay, and other increased compensation shall apply. Grandfathered nurses shall have their differentials applied per the CBA.		

8. Weekend Program Employees who work any extra shifts or perform any work during the week, including, without limitation, education, will be paid their base rate according to Article 29 plus any differentials or premium pay applicable to the shift worked.
9. Weekend Program Employees will be paid overtime only for all hours worked over 40 in one week.



10. An employee may not enter or exit the Weekend Program more than once in a rolling 12-month period.
11. Weekend Program employees shall receive and accrue the same benefits and under the same terms as a .6 FTE, except as follows:
  - a. However, Weekend Program employees shall receive 96 hours of ETO upon entering the Weekend Program and on each anniversary date of participating in the Weekend Program. All front-loaded Weekend Program ETO from the previous year that is not used by the Weekend Program employee's anniversary date shall be forfeited in its entirety.
  - b. Weekend Program employees ETO shall be approved by management based upon the Hospital's staffing needs, in the Hospital's sole and exclusive discretion.
12. Nurses in the Weekend Program may be flexed in Accordance with Article 19 (Cancellation) of this Agreement.

#### CT COORDINATOR NURSE SIDE LETTER

1. The parties agree to create a new position of CT Coordinator Nurse.
2. The parties agree that the CT Coordinator Nurse shall be compensated based on years of RN experience in accordance with Article 29 (Wages) of this Agreement.
3. The parties also agree that the CT Coordinator Nurse position will receive an additional wage adder of three dollars (\$3.00) per hour.

#### SIDE LETTER: PER DIEM RATES

The parties recognize that there is an ongoing dispute over the rates for per diem employees.

The Hospital’s position on per diem rates is as follows:

	<b>Week Day</b>	<b>Weekday Evening/Night</b>	<b>Weekend Day</b>	<b>Weekend Evening/Night</b>
Second full pay period in January 2024	\$56.65	\$71.65	\$58.65	\$76.65
Second full pay period in January 2025	\$58.49	\$73.49	\$60.49	\$78.49
Second full pay period in January 2026	\$60.54	\$75.54	\$62.54	\$80.54

The Union’s position on per diem rates is as follows:

	<b>Week Day</b>	<b>Weekday Evening/Night</b>	<b>Weekend Day</b>	<b>Weekend Evening/Night</b>
Second full pay period in January 2024	\$56.65	\$72.10	\$58.71	\$77.25
Second full pay period in January 2025	\$58.49	\$74.44	\$60.62	\$79.76
Second full pay period in January 2026	\$60.54	\$77.05	\$62.74	\$82.55

## SIDE LETTER: TOWER HEALTH MEDICAL PLAN EXCEPTION GUIDELINES

*The parties recognize that as of the date of the ratification of this Agreement, the Tower Health medical plan no longer utilizes the tier system. In the event that the tier system is reintroduced in the future, the following will apply unless the parties negotiate a modification.*

Tower Health medical plans have three tiers. Tier 1 Facilities include providers and facilities owned and operated by Tower Health. Tier 2 Hospitals are providers and facilities enrolled in the Plan Wrap Network of the Third Party Administrator, currently Capital Blue Cross, which includes all providers and facilities enrolled in Independence Blue Cross and/or Capital Blue Cross which are not owned or operated by Tower Health. Tier 3 are out-of-network and comprised of providers and facilities that have no special contractual relationship with either Tower Health, Capital Blue Cross, or Independence Blue Cross.

There are times when exceptions are needed that will result in a Tier 2 provider or facility being processed as Tier 1 for benefit payment purposes. The guidelines for those exceptions are as follows:

(a) The member must call the current third-party administrator or its successor if the third-party administrator should change in future years. The call will go to the Member Services phone number on the back of their health insurance card to request a Tier 1 exception. A form will be provided to the member to be completed by the member and which may also require information from the referring provider when relevant. The member must be clear in the request and confirm that they are requesting that both the provider and facility be classified as Tier 1 for the service provided. The Tower Health Home Tier Benefit Request form is included here as an Appendix \_\_\_\_, together with contact information for requesting such form. In the event the form changes during the life of this agreement, such information will be provided to members and notice to bargaining unit employees in a manner that receipt of the new form is demonstrated.

(b) **Mileage/Travel Exemption.** A member will be granted an exception when their home residence is at least 30 miles from the

nearest Tower facility that provides the needed service. Mileage is determined using Mapquest.

The member may request an exception if the member deems the commute to the facility to be an undue hardship, as for example, if they or their enrolled dependent need to rely on public transportation and multiple exchanges on public transportation would need to be required.

(c) **Medical Necessity.** A member will be granted an exception to obtain care provided by a non-Tower Health provider or at a non-Tower Health location if Tower Health confirms it does not provide the service or if it is confirmed by the medical plan Third Party Administrator or Tower Health that a Tower Health provider or Tower Health facility is not the appropriate clinical option, and that a non-Tower Health provider or facility is a more appropriate clinical option. If said exception is granted, Medical Management Services will coordinate the referral to the appropriate non-Tier 1 option which will then be treated as Tier 1. Consideration will be given to the employee's choice of non-Tier 1 provider.

(d) An exception for medical necessity may also be granted by Tower Health when the Tower Health provider network has a gap in service or access to a provider is unreasonably delayed. When one of these situations occur, non-Tier 1 providers are granted Tier 1 status until the provider gap is resolved.

(e) **Continuity of Care.** The medical plan provides a continuity of care to insure people in the middle of a care plan cannot have their care interrupted due to the change in medical plans. In such cases, a 90-day period is provided to give time for a cycle of care to be completed and the member would work with the member's provider to contact the third-party administrator and request an extension if the provider is not Tier 1 under the Tower Health plan and it is felt to be critical that the care continue with the same provider.

(f) **Emergent or Life-Threatening Situations.** The exceptions process does not apply to life threatening or emergent situations requiring care through a hospital's emergency department. Individuals seeking care at the nearest emergency department in life

threatening or emergent situations will have the care (including any required admissions) treated as Tier 1.

(g) The exceptions listed above are addressed on a case-by-case basis, subject to the restrictions and entitlements listed in each paragraph above. There is not a pre-developed list of situations or algorithm for a Tier 1 exception. A request should always be made in advance of obtaining care. In cases of denial under any of the exceptions listed herein, employees covered under the medical plan shall utilize the medical plan's Third-Party Administrator's appeal process. The appeal process can be initiated by the covered individual calling the Member Services number on the back of their insurance card.