

**Collective Bargaining  
Agreement**

*between*

**Lower Bucks Hospital**

*and*

**Nurses Association of Lower  
Bucks Hospital/PASNAP**



*December 12, 2024 - December 10, 2027*



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## **A G R E E M E N T**

Agreement made on this December 12, 2024 by and between Prime Healthcare Services – Lower Bucks, LLC, herein after referred to as “the Hospital”, located in Bristol Pennsylvania, and the Nurses Association of Lower Bucks Hospital/Pennsylvania Association of Staff Nurses and Allied Professionals (“PASNAP”) with principal office located at 3031 Walton Road, Suite C-104 Plymouth Meeting, PA, 19462, acting herein on behalf of certain employees of the Hospital, as hereinafter defined, (now employed and hereinafter to be employed and collectively designated as the “employees”).

## **W I T N E S S E T H**

WHEREAS, the Hospital recognizes the Association as the collective bargaining representative for the Registered Nurses covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve mutual interest of the Hospital as well as of its Registered Nurses and the patients of the Hospital and to avoid interruptions and interferences with the Hospital operations and to set forth herein their Agreement covering rates of pay, hours of work and conditions of employment, and

WHEREAS, it is also the purpose of this Agreement to continue to establish equitable employment conditions and an orderly system of employee/employer relations, to continue to facilitate the solution of mutual problems, and to continue to improve the care of patients and the practice of nursing.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## **ARTICLE 1 RECOGNITION**

### **Section 1.**

- a. The Hospital recognizes the Association as the sole and exclusive collective bargaining representative of the employees in the bargaining unit identified below:

All full-time, regular part-time, per-diem registered nurses employed at Lower Bucks Hospital, and excluding all other professional employees, non-professional employees, licensed technical, licensed practical nurses, service and maintenance and clerical employees, management employees, supervisors, first-level supervisors, clinical coordinators, nurse practitioners, confidential employees and guards. Regular part-time nurses are those who work less than 36 hours per work week, or are in the Weekend Program.

- b. This Agreement shall not apply to temporary employees, interns, or students. A temporary employee is defined as one who is hired for a period of up to six months and is so informed at the time of hire. The said six-month period may be extended an additional six months by mutual agreement.

**Section 2.** Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Section 1.

**Section 3.** At the time a new Employee subject to this Agreement is hired, the Association shall deliver to said Employee a copy of this collective bargaining agreement. The Employer may request copies

of the printed CBA from the Association and shall be responsible for the costs of any copies provided at the rate the Association pays per copy.

## **ARTICLE 2 MAINTENANCE OF MEMBERSHIP**

**Section 1.** All employees who are or shall become members of the Association, shall remain members over the full duration of this Agreement. For the purposes of this Article, an Employee shall be considered a member of the Association in good standing if the member timely tenders his or her periodic dues and standard assessments, as set forth below.

**Section 2.** Agency Fee: All employees who do not become members of the Association upon the expiration of their probationary period, shall, as a condition of employment, effective the date of this Agreement, pay to the Association each month, an agency fee in an amount not to exceed standard Association fees of periodic dues related to the costs incurred by the Association that are related to collective bargaining, contract administration and/or grievance adjustment.

**Section 3.** An employee who has either failed to maintain membership in good standing, or pay agency fees, shall be subject to discharge from employment within twenty (20) calendar days following the Hospital's receipt of a written demand from the Association requesting the employee's discharge, provided that the Association demonstrates the employee's noncompliance with either Section 1 or Section 2 of this Article.

**Section 4.** Authorization of dues and assessments from the employee's paycheck shall be irrevocable for a period of one (1) year, or until termination of the agreement between the employer and the union, whichever occurs sooner. Authorization shall be automatically renewed and irrevocable for successive periods of one (1) year for the period of such succeeding applicable collective bargaining agreement

between the employer and the Union, whichever shall be shorter, unless such written notice is given by member to the Employer and the Union not more than forty-five (45) days and not less than thirty (30) days prior to the annual anniversary date of this authorization, or such applicable agreement between the Employer and the Union, whichever occurs sooner.

### **ARTICLE 3 CHECK-OFF**

**Section 1.** Upon receipt of a written authorization from an employee the Hospital shall deduct from the wages due said employee bi-weekly, starting not earlier than the first pay period following the receipt of such authorization, regular dues and/or fees as fixed by the Association.

**Section 2.** The Hospital shall be relieved from making such check-off deductions upon

- (a) termination of employment, or
- (b) transfer to a job other than one covered by the bargaining unit, or
- (c) lay off from work, or
- (d) an approved leave of unpaid absence, or
- (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

This provision, however, shall not relieve any Association members of the obligation to make the required dues and assessment payments pursuant to the Association constitution in order to remain in good standing.

**Section 3.** The Hospital shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions.

**Section 4.** No later than the 15th of each month, the Hospital shall

remit to the Association, at its principle office, deductions made from the wages of employees for the preceding month, together with a list of all employees from whom deductions have been made, showing the amount of the deduction and gross wages of each employee.

**Section 5.** Each month, and no later than the 15th of the month, The Hospital will furnish the Association with the following: the names of newly hired employees, employee IDs, their addresses, and personal email addresses and telephone numbers (if the Hospital is provided the employee's personal email and/or telephone numbers); classifications of work (full-time, part-time, etc.), department, dates of hire; names of terminated employees and dates of termination; names of each employee on a leave of absence; and changes of name, or address reported by each employee, names of employees who have transferred out of bargaining unit positions and the dates of the transfer. No later than 10 (ten) calendar days of a change of name, address, or phone number, the employee shall notify in writing the Human Resources Department of the change or changes. The Hospital agrees to provide to the Membership Secretary of Association, a copy of the information listed in this Section (and provided to the Association), provided that the Association provides the Hospital's Human Resources Department with the name and contact information of the Association's Membership Secretary.

**Section 6.** On February 1st and August 1st of each year, the Hospital shall furnish the Association with a list containing the names, addresses, classifications and locations of work, their dates of hire into a bargaining unit position, and hourly rate of pay or salary for all employees in the union.

**Section 7.** The Association shall indemnify and save the Hospital harmless from any claims, suits, judgments, expenses (including attorney's fees), attachments, and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

## **ARTICLE 4 ASSOCIATION ACTIVITY, VISITATION AND BULLETIN BOARD**

**Section 1.** No employee shall engage in any Association activity, including the distribution of literature, which can interfere with the performance of work during the employee's working time, or in working areas at any time.

**Section 2.** PASNAP Representatives of the Association (i.e., Association professionals), after receiving the permission of the Department of Human Resources or its designee, shall have reasonable access to Lower Bucks Hospital premises for the purpose of administering this Agreement. Such permission shall not be unreasonably denied. Such visits will not interfere with the operation of Lower Bucks Hospital. The Representative shall make every effort to obtain permission at least 24 hours in advance of the requested visit.

The Union representative shall conduct business in non-patient care areas and shall not disrupt patient care or Hospital operations. With permission of the Human Resources Department or its designee, representatives of the Association may have access to conference rooms at the Hospital including, but not limited to, the Auditorium Conference Rooms A and/or B and/or Conference Rooms C and/or D. Reasonable access is contingent upon there being no disruption or interference with patient care. The Association shall notify the Director of Human Resources, via email, at least two weeks in advance when it seeks to use the Auditorium Conference Rooms A and/or B, and/or Conference Rooms C and/or D. Such use will be deemed approved unless the Hospital responds at least one week prior to the scheduled use and notifies the Association that the room is unavailable.

Throughout the duration of this contract, by March 1<sup>st</sup> of each

year, on a date to be mutually agreed upon during National Nurses Week, the Hospital shall allow the Association full use of Conference Rooms A and B, or a comparable location, from 11:00 a.m. until 3:00 p.m. for Association activity.

**Section 3.** The Hospital will provide one specific bulletin board which may be used by the Association for the purpose of posting only Association notices. Such bulletin board shall be conspicuously located and at a place readily accessible to the employees' place of work.

**Section 4.** The Hospital will take the necessary steps to provide a mailbox for communication of official business between Association and shop stewards only.

**Section 5.** The Association may request up to a total of 20 combined and unpaid workdays, (or 240 combined unpaid work hours) per contract year for official Association Business. Requests shall be made no later than five (5) business days, including the date of notice, (Monday-Friday being business days) prior to the date of such time off under this Article. Requests shall be made to and approved by the Human Resources Director or her/his designee.

**Section 6.** The Union shall be provided the opportunity to meet with new nurse orientees during their lunch breaks in the first week of orientation with an additional half hour (30 minutes) to orient. The Employer shall provide the Union Representatives with the names, units, and start dates of new hires at least one week, if practicable, in advance of the orientation.

**Section 7.** Affected employees, their union representative and grievance chair or designee, and witnesses shall be released from work without pay in order to attend an arbitration or proceeding related to their employment at the Hospital.

**Section 8.** The Hospital shall provide the Union with a private, mutually agreed upon, storage area for storage of Union materials. Should the need arise for the Hospital to move the storage area, the

Hospital shall notify the Union in a timely manner and work with the Union to identify a new storage area.

The Association will provide Human Resources an inventory of items that are stored in the area for approval. Approval of items stored will not be unreasonably withheld. The Association shall not hold the Hospital responsible for any lost materials or damages to equipment housed in the storage room. The Association shall furnish the Human Resources with a list of bargaining unit employees who have access to the storage area. The Hospital shall provide a key to both of the two Union co-presidents.

## **ARTICLE 5 NO STRIKE OR LOCKOUT**

**Section 1.** During the term of this Agreement, including any extensions of this Agreement, no employee, the Association (including its officers, agents, representatives and members) shall in any way: (a) directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sympathy strike, sit down, slow down, work cessation, work, picketing, leafleting (where the object of such picketing or leafleting is to cause any employee of the Hospital to strike, sympathy strike, slow down, cease, stop or interrupt his or her work); (b) otherwise boycott or in any way, interfere with the normal and regular operations of the Hospital; or (c) cause an employee or contractor of any other employer to strike, slow down, cease providing services to, or interrupting or interfering with, in any way, the normal and regular operations of the Hospital.

**Section 2.** During the term of this Agreement, including any extensions of this Agreement, the Association, its officers, agents, representatives and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in or sanction any picketing, leafleting (as defined in Section 1), strike, sympathy strike, sit down, slow down, cessation, stoppage, interruption of work, boycott or interference with the normal and regular operations on the Hospital's campus (including any of the Hospital's affiliated

operations or other properties) where such picketing, leafleting, strike, sympathy strike, sit down, slow down, cessation, stoppage, interruption of work, boycott, or any other form of interference with the Hospital operations is in violation of a collective bargaining agreement covering the employees of another Hospital bargaining unit, or is otherwise illegal.

**Section 3.** In addition to any other liability, remedy or right provided by applicable law or statute, should a picket (as defined in Section 1), leafleting, strike, sympathy strike, sit down, sit in, slow down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital during the term of this Agreement occur, the Association, within twenty four (24) hours of a request by the Hospital, shall:

- (a) Publicly disavow such action by the employees.
- (b) Advise the Human Resources Department of the Hospital in writing that such action by employees has not been called or sanctioned by the Association.
- (c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- (d) Post notices at the Association Bulletin Board advising that it disapproves such action, and instructing employees to return to work immediately.

**Section 4.** During the term of this Agreement, including any extension of this Agreement, the Hospital will not lock out employees covered by this Agreement.

## **ARTICLE 6 MANAGEMENT RIGHTS**

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

## **ARTICLE 7 PROBATIONARY EMPLOYEES**

Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of commencing employment. Time lost for sickness and other leaves of absence shall be excluded. The Hospital may extend the probationary period of any employee for an additional thirty (30) calendar days with written notice to the Union. The Hospital may terminate, suspend, or otherwise discipline any probationary employee without just cause, and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 8 NO DISCRIMINATION**

Neither the Hospital nor the Association shall discriminate against or in favor of any employee on account of race, color, creed, religion, national origin, ancestry, political belief, sex, age, sexual orientation, transgender, gender identity, disability (provided that one or more reasonable accommodations enable the employee to perform the essential functions of the job), Association membership or non-membership or any other characteristic or class protected by law.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

**Section 1.** Any grievance which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be resolved in the following manner:

**Step 1:** An employee having a grievance, and his/her local unit grievance representative, if requested, shall discuss it with his/her immediate supervisor within ten (10) days after it arose or should have been known to the employee or the Association. This grievance must be reduced to writing and on the grievance forms provided by the Hospital. The Hospital shall give its written response through the supervisor to the employee, and his/her local unit grievance representative, within five(5) days after the presentation of the grievance.

**Step 2:** If the grievance is not settled in Step 1, the grievance may, within ten (10) days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing on grievance forms provided by the Hospital, signed by the grievant and his/her local unit grievance representative, and presented to the Human Resources

Department. The Human Resources Department will then assign a number and forward the grievance to the appropriate department head or designee. A grievance so presented in Step 2 shall be answered in writing within five (5) days after its presentation.

**Step 3:** If the grievance is not settled in Step 2, the grievance may, within ten (10) days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the Human Resources Department. The Human Resources Department shall schedule a hearing within five (5) days and shall thereafter render a decision in writing within five (5) days after the Step 3 hearing.

**Section 2.** Failure on the part of the Hospital to answer a grievance at any step shall result in the grievance being sustained. Time is of the essence.

**Section 3.** Without waiving its statutory or management rights, a grievance on behalf of the Hospital may be presented initially at Step 3 by notice in writing addressed to the Association at its offices.

**Section 4.** When a disciplinary interview is scheduled, the nurse will be advised by the Hospital of his/her right to have an Association employee representative and/or Association professional present at the meeting. If requested, the nurse will be given sufficient time to contact an Association employee representative and/or Association professional and will schedule the disciplinary interview in a timely manner. If the nurse does not want representation, he/she will sign the waiver in Appendix A, as proof of declination.

**Section 5.**

- a. The Hospital will notify the Union in writing of any discharge or suspension, including removal from the schedule pending investigation, within twenty-four (24) hours following the discharge, suspension or removal from schedule.
- b. An employee who has been suspended or discharged, or the Association on his or her behalf, may file within seven (7) days of the suspension or discharge, a grievance in writing with the Human Resources Department at Step 3 of the foregoing Grievance Procedure.

**Section 6.** All time limits herein specified shall exclude Saturdays, Sundays and holidays, and may be extended by mutual agreement, which must be in writing. Such agreement shall not be unreasonably withheld. All time limits shall start on the day following the grievance is received and/or the meeting is held; not the day the grievance is received and/or a meeting is held.

**Section 7.** Failure by the union to process any grievance in compliance with the above time limits results in the grievance being dismissed. Time is of the essence. All time limits must be strictly adhered to.

**Section 8.** Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

**Section 9.** A grievance which affects a substantial number or class of employees may initially be presented at Step 3 by the Association within ten (10) days after it arose or should have been known by Association. The grievance shall then be processed in accordance with the Grievance Procedure.

**Section 10.** All references to days in this article shall mean consecutive calendar days, excluding Saturdays, Sundays and Holidays as defined by Article 19 Holidays.

## **ARTICLE 10 ARBITRATION**

### **Section 1.**

- a. A grievance, which has not been resolved, may, within thirty (30) working days after completion of the grievance procedure, be referred for arbitration by the Hospital or the Union to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules of the American Arbitration Association then prevailing.
- b. Prior to appealing to arbitration, or at any time thereafter, by mutual agreement the Hospital and the Association may request Mediation to resolve the grievance.

**Section 2.** The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties.

**Section 3.** The award of an Arbitrator hereunder shall be final, conclusive and binding upon the Hospital, the Association and the employee.

**Section 4.** The arbitrator shall have jurisdiction only over grievances after completion of the grievance procedure and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

## **ARTICLE 11 PERSONNEL PRACTICES**

**Section 1. Minor Infractions:** All minor infractions (verbal or written warnings) on an Employee's record shall not be used for progressive discipline purposes after one year, provided that the one year shall be free of infractions.

**Section 2. Personnel Evaluations:** Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of an employee shall be performed by his/her immediate supervisor and signed by the Employee. Such signature shall signify only that the evaluation has been reviewed with the Employee and shall not indicate concurrence in the content of the evaluation.

The review of performance appraisals will be subject to the grievance procedure, not subject to arbitration.

**Section 3. Access to Personnel Files:** Any employee and/or the Association, with the Employee's written consent, shall have the right to review the contents of the Employee's personnel file in the presence of Human Resources to determine any matter affecting such employee; however, the foregoing shall not apply to any pre-employment materials. Material deemed to be derogatory toward an individual's performance or conduct, shall not be placed in the personnel file without being shown to the individual involved.

Notice to review such files shall be given by the Employee or the Association in writing to the Hospital and the files shall be made available by the Hospital within four (4) working days after receipt of such notice. The Association agrees not to utilize this right in an abusive or excessive manner.

**Section 4. Registered Nurse License:** The Hospital shall not require nurses to provide an original copy of their licenses, unless required by state law.

**Section 5.** Occurrences due to callouts shall be dropped after six (6) months of perfect attendance (including no tardiness). This shall be done on a rolling basis from the employee's most recent occurrence.

## **ARTICLE 12 RESIGNATION**

**Section 1.** Employees shall give two (2) weeks written notice of resignation if they have been employed for fewer than five (5) years. Employees employed for longer than five (5) years shall give three (3) weeks written notice of resignation.

**Section 2.** An employee who gives such notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation and personal time earned as of the effective date of the resignation or termination. Vacation and/or personal days approved and scheduled prior to notice of resignation may be taken after the date of notice and before the date of the resignation. Vacation requests made after the notice of resignation is submitted will not be approved. Sick leave used after notice is given shall be paid only if appropriate medical certification is provided. If an employee is unable to work his/her entire resignation notice period and notice is not given as provided above an employee shall not be entitled to such payment, provided it was physically possible for the employee to have given such notice. This shall not limit an employee's ability to use accrued time in accordance with the cancellation process.

## **ARTICLE 13 SENIORITY, LAYOFF AND PROMOTIONS**

### **Section 1. Definition**

- a. Hospital seniority shall be defined as the length of time of continuous employment by Lower Bucks Hospital in any job title, including per-diem, beginning with the Start Date, which is the first date of employment at the Hospital in any job title. Hospital Seniority shall therefore equal the Start Date, which shall also equal the Hire Date. When two or more employees are hired on the same day, seniority shall be based upon the “alpha sequence” of their surnames as of their date of hire. This section shall apply to vacation selection, order of cancellation and relief from holiday assignments.
- b. Bargaining unit seniority shall be defined as the cumulative length of time in the Registered Nurse bargaining unit. Bargaining Unit Seniority shall be calculated by subtracting from Hospital Seniority any time spent in a job title at the Hospital outside of the bargaining unit, such as per diem prior to November 8, 2023 or a management position. Registered Nurses hired the same date will be carried on the seniority list by the Hospital seniority. This section shall apply to promotion/transfer and lay off purposes.

### **Section 2. Accrual**

- a. A Registered Nurse’s bargaining unit seniority shall commence after the completion of his/her probationary period and shall be retroactive to the start of his/her probationary period in a bargaining unit position (excluding any time as a per diem employee prior to November 8, 2023).

- b. Bargaining unit seniority shall accrue:
  - (1) during an authorized leave of absence with pay;
  - (2) during an authorized leave of absence without pay because of Family Medical Leave Act (FMLA) or accident for a period of time not to exceed the lesser of six months or a Registered Nurse's length of service;
  - (3) during military service as provided by Federal Law;
  - (4) during the first 6 months of an approved LOA, the employee shall continue to accrue seniority. After the first 6 months of an LOA the employee shall not accrue seniority.
- c. A Registered Nurse will not accrue, but will not lose bargaining unit seniority, except as defined by section 2(b):
  - (1) during an authorized leave of absence without pay;
  - (2) during a layoff in excess of the lesser of twelve (12) months or the length of his/her service with the Hospital.
- d. Temporary Registered Nurses defined by Article I, Section 1b shall have no seniority during the time they occupy the status of temporary Registered Nurse, but should any temporary Registered Nurse become permanent, his/her temporary status shall be retroactive to the date of employment subject to the provisions of Section 2(a) above. However, a Registered Nurse who has been in temporary status in the same job for six (6) consecutive months and is hired as a regular Registered Nurse in said job shall serve a thirty (30) day probationary period.

### **Section 3. Loss of Seniority**

A Registered Nurse shall suffer loss of seniority when he/she:

- a. Voluntarily terminates his/her employment;
- b. Is discharged for just cause;
- c. Willfully exceeds the length, or violates the purpose, of an authorized leave of absence;
- d. Is laid off for a period of twelve (12) months or the length of the Registered Nurse's service with the Hospital, whichever is less;
- e. Fails to report in accordance with a notice for recall from layoff within seventy-two (72) hours of the time specified in the notice sent by certified mail to the last physical address furnished or via email to the last personal email address provided to the Hospital by the Registered Nurse. The Hospital shall send a copy of the notification to the Union via email;
- f. An absence from work for two (2) consecutive workdays without notice or permission shall be deemed a voluntary resignation, provided it was physically possible for the employee to have given such notice.

### **Section 4. Reduction in Force**

- a. Reduction in Force (RIF) will be defined as:
  - (1) The elimination of a bargaining unit position; or
  - (2) A reduction of hours or status.
- b. Any full-time or part-time Registered Nurse who is subject to a RIF may elect to be placed in a per-diem status in lieu of a RIF. Such Registered Nurse will retain his/her full-time or part-time seniority and recall rights in accordance with this section, which means that the twelve (12) month recall period is neither shortened, nor extended by the employee's work as a per-diem.

c. Upon the announcement of a reduction of force, all open bargaining unit positions shall be frozen and shall not be available to external applicants until the process of reduction in force as outlined below has been completed. Should an open position on a unit exist at the time of a layoff and a qualified (e.g., the employee possesses the requisite present skills and present ability for the position) unit employee has bid on that position, that position shall be awarded to either the qualified unit bidder or to the nurse subject to reduction in force based on bargaining unit seniority.

d. In the event of a reduction in force in a department, volunteers shall be reduced first, followed by temporary Registered Nurses, then probationary Registered Nurses before either regular full-time or part-time Registered Nurses. Reductions will occur on the basis of their attained bargaining unit seniority by utilizing the following steps:

Step One: The displaced Registered Nurse will be permitted to fill any regular full-time or part-time vacancy within the bargaining unit for which he/she is fully qualified, without additional training.

Step Two: If there is no vacancy for which the displaced Registered Nurse is fully qualified, the displaced Registered Nurse may fill any regular full-time or part-time vacancy, and the Hospital will provide him/her with the necessary training, up to sixty (60) calendar days, to assume the vacancy. The employee and his/her preceptor's request for extension will be considered by Management.

If the request for extension by the employee or employee's preceptor is denied by Management, the completion of the training checklist shall be the responsibility of Management. The preceptor is not required to complete the orientation packet and Management assumes responsibility for its completion.

The Registered Nurse can choose to return to RIF status during the sixty (60) (or the duration of the training if extended) calendar day training period, with recall and severance rights, but not bumping rights. If the Hospital determines that the Registered Nurse is not successful in completing the sixty (60) calendar day training period (or longer if extended), he/she will return to RIF status, with recall and severance rights, but not bumping rights.

Step Three: In the event a full-time or part-time Registered Nurse chooses not to fill a vacancy described in Steps One and Two, he/she may displace another Registered Nurse within the bargaining unit, regardless of status on the basis of bargaining unit seniority on the shift of their choice, where he/she has previously held the job or has demonstrated the ability and qualifications to perform the job.

For purposes of this section, “qualification” shall mean possessing the present skills and present ability for the position or having previously held the position at the Hospital or having floated to such unit and taken a full patient assignment. The supervisor and Human Resources will jointly determine whether the experience at the Hospital is sufficient.

Nurses who fill vacancies under Step 1 or Step 2 retain recall rights to their original unit and position.

e. The Departments are as follows:

1. Home Care, Home Care Coordinator
2. ICU
3. PCU
4. Telemetry/Medical-Surgical
5. SPU, PACU
6. Cath Lab
7. BHU
8. Senior Behavioral Health Unit
9. Emergency Room
10. Employee Health
11. Radiology
12. OR
13. Cardiac Rehab
14. Case Management

f. In the event a full-time or part-time, permanent, non-probationary Registered Nurse is scheduled to be reduced from a department, he/she may displace another Registered Nurse within the department on the basis of bargaining unit seniority, provided he/she is fully qualified to perform said job after a one-day orientation.

g. It is recognized that a Registered Nurse may be retained due to special training, knowledge or ability who has less seniority than one who is to be reduced. If this occurs the Hospital will state the reason therefore in writing to the Union and the affected Registered Nurse.

h. The Hospital shall meet and discuss such reductions in advance of the initiation of said reduction. The Hospital shall notify affected employees and the association simultaneously of said proposed reduction. Registered Nurses who are reduced shall be entitled to two (2) weeks notice or pay in lieu thereof.

- i. Reduced Registered Nurses will be offered per-diem status and, before schedules are posted, will have preference for all available work for which they are qualified over per-diem Registered Nurse not in RIF status and any temporary agency personnel (i.e., “qualified” meaning possessing the present skills and present ability for the position; or having previously held the position at the Hospital; or having floated to such unit and taken a full patient assignment). Said Registered Nurses shall provide the Hospital with availability for work from the list of open shifts for their corresponding unit, which will mirror the non-RIF per-diems’ obligation to provide availability.
- j. The RIF process will be carried out through a labor management process with the goal of assisting Registered Nurses to fill the most appropriate position, in order of seniority of those affected. Steps Two and Three above will be offered simultaneously to each affected nurse.

## **Section 5. Recall from RIF:**

- a. In the event a Registered Nurse is reduced, he/she shall have recall rights for a period not to exceed twelve (12) consecutive months or for the length of the Registered Nurse’s service, whichever is less.
- b. Registered Nurses on RIF shall be recalled as follows:
  - (i) By order of bargaining unit seniority provided that a Registered Nurse to be recalled possesses the skills, qualification and ability to immediately perform the available work and will assume that necessary schedule for the open position.

- (ii) Any Registered Nurse who is not recalled from a RIF as a result of not possessing the required skills outlined in Section 5 (b)(i) shall have the opportunity to apply for the open position.

## **PROMOTION/TRANSFERS**

### **Section 1.**

- a. When a promotional/transfer vacancy in a bargaining unit job occurs, the Hospital will post the opening for seven (7) calendar days.
- b. All bids must be submitted electronically to the Hospital's applicant tracking system within the seven (7) day period.
- c. When a promotional/transfer opportunity occurs, employees shall be considered on the following basis:
  - 1. Ability to perform the job.
  - 2. Satisfactory work record, including discipline issued within the last six (6) months, excluding minor infractions.
  - 3. Bargaining unit seniority.
  - 4. Approval of the hiring supervisor and such approval shall not be withheld without documented reasons.

### **Section 2.**

- a. An employee who is promoted/transferred shall serve ninety (90) days in a probationary period on the new unit. If at any time within the 90 days the Hospital determines that any employee who changes units is not qualified for the job, or is not performing the work satisfactorily, the Employer may return the employee to the job from which they transferred, without loss of seniority, if the employee's position remains available.

An employee may, of their own accord, within 20 calendar days, decide to return to their former position without loss of seniority, provided that their position remains available.

- b. An employee who is disciplined after being promoted or transferred, may utilize the Grievance and Arbitration provisions as outlined in Articles 9 and 10.

**Section 3.** Any employee selected by the Hospital for a promotion outside the bargaining unit may be returned at the employee's option within ninety (90) calendar days to his/her former position if vacant or to a comparable bargaining unit position of equal or lesser grade without loss of seniority or other service benefits. At the option of the Hospital, in its discretion, an employee may be returned to his/her former position if vacant or to a comparable bargaining unit position of equal or lesser grade without loss of seniority or other benefits previously earned in the bargaining unit. If no position is open, then the employee shall be placed on the recall list for six (6) months.

**Section 4.** Vacant or new bargaining unit positions will not be filled by non-bargaining unit candidates until such time as the job has been posted internally for seven (7) days. Nothing in the above shall limit the Hospital's right to hire from the outside.

**Section 5.** If an employee is awarded, after bidding, a position he/she shall not thereafter be allowed to bid for any position for six (6) months. Newly hired employees shall not be permitted to bid for any position until they have completed six (6) months of service. Upon mutual agreement, the six (6) month restriction can be waived.

This rule shall not apply:

If the posted vacancy arises in the same department and would result in a lateral transfer and not a promotion, (including a change in the number of scheduled hours, scheduled start and end times, or shift).

**Section 6.** Whenever a job within the bargaining unit is posted by the Hospital, a copy of the notice shall also be posted on the Hospital's applicant tracking system, outside of Human Resources, and outside the cafeteria. Should the Hospital's tracking system be unable to notify the bargaining unit via the applicant tracking system the Hospital shall notify all bargaining unit members of the new job postings via email, and also provide job listings directly to the Union. The Union shall provide an email list for this purpose and update as needed.

**Section 7.** Bargaining unit nurses within a department shall be given first priority to fill the vacancy based on seniority.

**Section 8.** Employees shall be held in their current position for no longer than the date of the beginning of the first full pay period thirty (30) calendar days beyond the date of their offer acceptance to transfer to a new position or status.

## **ARTICLE 14 HOURS OF WORK**

### **Section 1.**

- a. The regular workweek for all non-exempt, full-time Registered Nurses shall not exceed forty (40) hours. Nothing herein contained shall be considered a guarantee of work.
- b. The start of the shift shall determine the day of the shift and the day shall end twenty-four (24) hours later.

- c. Bargaining unit Registered Nurses shall have preference over other Hospital or agency personnel for regular bargaining unit work, subject to the conditions of this article, below. Other Hospital and agency nurses shall be reassigned prior to reassignment of bargaining unit Registered Nurses, except when special skills and knowledge are required.

## **Section 2. Cancellation**

- a. Cancellation shall be based on the staffing guidelines for each unit in the Hospital. If an employee reports for work on his/her scheduled shift and no work is available for him/her, he/she shall receive two (2) hours of pay at his/her regular rate of pay; provided, however, that if the employee has been notified not to report at least two (2) hours in advance of his/her scheduled starting time the employee shall not receive said reporting pay.

For purposes of cancellation, an employee will be given two (2) hours notice prior to the start of the shift as to whether the employee will be cancelled for an entire shift or any portion of a shift. If an employee is cancelled for a portion of the shift, that employee will not be subject to further cancellation for that shift. Full-time and regular part-time RN's accrue benefits on their scheduled hours, which shall not be reduced as a result of cancellation.

- b. Order of Cancellation

When there is a need to cancel staff, first the Hospital shall utilize Article 30 Section 3 Float. If cancellation is still necessary, such cancellations shall be implemented in the following order, except when special skills and knowledge are required:

1. Volunteers per their request working overtime/extra shifts
2. Agency
3. Employees working overtime not on their home unit
4. Employees working overtime on their home unit
5. Per-Diem on bonus shifts
6. Full-Time and Part-time volunteers working their regular shift
7. Per-Diem Volunteers
8. Full-time and Part-time on extra shifts that are not overtime not on the needs list
9. Full-time and Part-time on extra shifts that are not overtime on the needs list
10. Per-Diem
11. Nurses working their regular shift by rotation, which is organized by the date of last cancellation. However in the event of a tie in dates of last cancellation, Hospital Seniority shall govern. Mandatory cancellations shall be limited to one cancellation per quarter for each bargaining unit member. Voluntary cancellations shall restart the nurse's position on the cancellation list according to the language below but shall not count as one mandatory cancellation per quarter.
  - (a) In lieu of cancelling a regularly scheduled shift, bargaining unit members, upon their request, shall have the right to work as ancillary staff in units in which the agreed-upon grids are not being met. Such approval shall not be unreasonably denied.

LPNs shall be canceled without limits.

Employees working their regular shift who volunteer to be cancelled may utilize any accrued benefit time. Use of sick time for this purpose shall be capped at 48 hours per year. Employees must complete a Management provided written request form for the purpose of tracking this cap.

With management's approval, nurses who would otherwise be cancelled shall be given the opportunity to stay to complete assigned mandatory education or competencies that are due within the next sixty (60) days, or to relieve another nurse in order for the other nurse to complete assigned mandatory education or competencies that are due within the next sixty (60) days. Time spend on modules is not to exceed four (4) hour increments without Management's approval. Approval shall not be unreasonably denied.

Education will be completed either in the Education Department or in an area designated by the supervisor.

Any nurse cancelled will be given a minimum of two hours notice.

On holidays when additional nurses can be released from work as a result of reduced census, per-diem nurses shall be cancelled only if no Full-Time or Part-Time bargaining unit nurse chooses to be released.

When subject to cancellation, employees may elect to utilize available accrued paid time off excluding sick leave (except for the 48 hours allowed in Section 2(11)(a)), or they may elect to take such time without pay. If cancelled, any use of accrued paid time off shall not exceed the pay the employee would have earned for the originally scheduled hours for that day. Cancellations shall be rotated equitably by Hospital seniority. An employee who volunteers to be cancelled out of seniority order shall be considered to have been cancelled in rotation. An employee subject to cancellation on his/ her regularly scheduled hours may displace a per-diem nurse working any shift during that workweek in their float unit.

c. Notice: An employee shall be deemed to have been notified by the Hospital if the Hospital called and left a message not to report, at the telephone number supplied to the Hospital by the employee for this purpose.

d. In the event of strikes, stoppages in connection with labor disputes, breakdowns of equipment, fire, flood, or acts of God shall interfere with work being provided, the above provisions shall not apply.

e. A nurse can cancel an additional shift without being charged with an occurrence if ninety six (96) hours advance notice is provided to the staffing office, unit manager, director or house supervisor, Shift Wizard or equivalent scheduling system, excluding shifts beginning Saturday 7:00 a.m. to Monday 6:59 a.m., and all Article 19 holidays, and Halloween. If the employee schedules through the Hospital's scheduling system, the employee has to contact the staffing office (or when the staffing office is closed, the house supervisor) to confirm receipt of the notice of cancellation.

- (a) A per-diem nurse's shift cancelled by the Hospital shall count towards the per-diem nurse's minimum commitment requirement.

**Section 3.** Annually, in January the Nursing Department shall issue a master schedule showing the calendar for the below scheduling framework for the next twelve months.

- a. A minimum of seven (7) weeks prior to the start of the schedule, the schedule opens electronically for full-time and part-time employees to enter their preferred regular scheduled shifts.

- b. Five (5) weeks prior to the start of the schedule, the Director or her/his designee will print out all entered schedules and place paper drafts on the units. At that time employees will finish adding regular shifts and self-balance.
- c. Four (4) weeks prior to the start of the schedule the Director or his/her designee will collect paper drafts. At that time the electronic schedule locks for the balancing by Management. The Director or his/her designee shall review the schedule, taking into consideration employee scheduling requests where possible.
- d. Three (3) weeks prior to the start of the schedule, the final schedule will be posted for full-time and part-time employees. Per-diem employees will provide their availability and shall be awarded their minimum requirement. Per-diem employees shall have priority to be awarded their minimum requirement over agency.
- e. Two (2) weeks prior to the start of the schedule, the final schedule will be posted, along with a needs list for any remaining available shifts. Preference will be given to employees not incurring overtime.

Once posted the schedule shall not be changed, except for emergencies or by mutual agreement of Management and the employee. Once posted, schedules shall not be changed to avoid the payment of overtime.

A Registered Nurse may switch shifts with another Registered Nurse provided that 1) the switch is in the same pay period and 2) it is the responsibility of the employee to find coverage at no overtime cost as it should be an even switch; and 3) the nurses obtain Management's pre-approval of the switch. Said pre-approval will be provided within forty-eight (48) hours (Monday through Friday). Such approval shall not be unreasonably denied.

It is the Hospital's responsibility to provide coverage for all paid time off except as outline in Article 19 Section 8.

**Section 4.** In the event of a change in starting and ending times of a shift or duration of a shift or weekend assignment, the Hospital will meet and discuss with the Union in advance of such change.

**Section 5.** The Hospital agrees to provide two fifteen (15) minute breaks in each eight hour workday and an additional 15 minute break in a 12 hour shift. Breaks will be scheduled by the Department Head or designee at the convenience of the Department.

**Section 6.** Employees working an eight (8) hour or more shift shall be scheduled an uninterrupted, off floor, one-half (½) hour unpaid meal break and the hospital shall provide coverage. The meal break shall not be scheduled at the start or end of the employee's shift absent agreement. If patient care needs prevent the nurse from taking the scheduled meal break, he/she shall notify their immediate supervisor and shall be paid at the appropriate rate of pay. The meal break is scheduled by the Department Head or designee.

**Section 7.** Weekend and holiday shifts will be equitably distributed.

**Section 8.** Employees shall not be required to utilize paid time off for scheduled shift(s) if they have made arrangements for coverage of their shift(s) that does not result in overtime. This may be utilized for a maximum of thirty-six (36) hours per calendar year per individual.

## **ARTICLE 15 WAGE RATES**

### **Section 1.**

- a) Effective December 8, 2024, regular full-time and part-time employees will be placed on the Wage Scale, based on credited years of RN experience. If placement on the scale does not equate to an increase to the full-time and part-time employee's base wage rate of at least three percent (3%), the full-time and part-time employee will receive an increase of three percent (3%) to the employee's base wage rate.
- b) Effective the first full pay period after the first anniversary date of ratification, each full-time and part-time employee will receive an increase of three percent (3%) to the employee's base wage rate.
- c) Effective the first full pay period after the second anniversary date of ratification, each full-time and part-time employee will receive an increase of three percent (3%) to the employee's base wage rate.
- d) New employees will be placed on the Wage Scale based on their credited years of RN experience in the column corresponding to the ratification date and/or anniversary thereof.

Wage Scale

(see next page)

| <u>Credited Years of RN Experience</u> | <u>Effective December 8, 2024</u> | <u>Effective first pay period after first anniversary date of ratification</u> | <u>Effective first pay period after second anniversary date of ratification</u> |
|----------------------------------------|-----------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Start                                  | \$40.00                           | \$40.00                                                                        | \$40.00                                                                         |
| 1 Yr.                                  | \$40.80                           | \$40.80                                                                        | \$40.80                                                                         |
| 2 Yr.                                  | \$41.62                           | \$41.62                                                                        | \$41.62                                                                         |
| 3 Yr.                                  | \$42.45                           | \$42.45                                                                        | \$42.45                                                                         |
| 4 Yr.                                  | \$43.30                           | \$43.30                                                                        | \$43.30                                                                         |
| 5 Yr.                                  | \$44.16                           | \$44.16                                                                        | \$44.16                                                                         |
| 7 Yr.                                  | \$45.05                           | \$46.40                                                                        | \$47.79                                                                         |
| 10 Yr.                                 | \$45.95                           | \$47.33                                                                        | \$48.75                                                                         |
| 15 Yr.                                 | \$46.87                           | \$48.27                                                                        | \$49.72                                                                         |
| 18 Yr.                                 | \$47.80                           | \$49.24                                                                        | \$50.71                                                                         |
| 20 Yr.                                 | \$48.76                           | \$50.22                                                                        | \$51.73                                                                         |
| 25 Yr.                                 | \$49.73                           | \$51.23                                                                        | \$52.76                                                                         |
| 30 Yr.                                 | \$50.73                           | \$52.25                                                                        | \$53.82                                                                         |
| 35 Yr.                                 | \$51.74                           | \$53.30                                                                        | \$54.90                                                                         |
| <b>Per Diem</b>                        | <b>\$50.00</b>                    | <b>\$51.00</b>                                                                 | <b>\$52.00</b>                                                                  |

\*Per-diems hired before ratification will continue to be eligible for the Per-Diem bonus program.

**Section 2.** Adjustments to the next step will be effective on the beginning of the pay period following the nurse reaching the established number of years of total RN work experience.

**Section 3.** A nurse assigned to charge on any shift shall receive a differential based on the below grid. Nurses assuming the charge role must have at least one year of recent experience in the field.

Volunteers are encouraged, will be considered and given priority in selection, which are subject to approval by the Hospital. If the Hospital chooses to have a Charge Nurse for a given shift, which is subject to the Hospital's discretion, and in the event there are no approved volunteers, charge responsibilities will be assigned by the House Supervisor or his/her designee.

| <b>Floor</b> | <b>Days</b>                                   | <b>Evenings</b>                               | <b>Nights</b> |
|--------------|-----------------------------------------------|-----------------------------------------------|---------------|
| 4S           | Only in the absence of a Clinical Coordinator | \$2.00                                        | \$2.00        |
| 4E           | Only in the absence of a Clinical Coordinator | \$2.00                                        | \$2.00        |
| 4N           | Only in the absence of a Clinical Coordinator | \$2.00                                        | \$2.00        |
| 2N           | \$2.00                                        | \$2.00                                        | \$2.00        |
| ER           | \$2.00                                        | Only in the absence of a Clinical Coordinator | \$2.00        |

|      |        |        |        |
|------|--------|--------|--------|
| OR   | \$2.00 | ----   | ----   |
| BHU  | \$2.00 | \$2.00 | \$2.00 |
| SBHU | \$2.00 | \$2.00 | \$2.00 |
| CCL  | \$2.00 | ----   | ----   |
| ICU  | \$2.00 | \$2.00 | \$2.00 |

#### **Section 4. Performance Review**

No employee will receive a general increase or step increase if his/her performance appraisal rating score is "Less than Satisfactory." This Section is intended to be corrective rather than punitive in nature. An employee with an overall rating of "Less than Satisfactory" will receive another formal performance appraisal within three (3) months. The effective date of the increase will be the first day of the pay period following the completion of the performance appraisal. The review of performance appraisals will be subject to the grievance procedure, not subject to arbitration.

### **ARTICLE 16 OVERTIME**

**Section 1.** Non-exempt employees shall be paid one and one-half (1½) times their regular rate of pay for all authorized time worked in excess of forty (40) hours per week.

**Section 2.** The Hospital shall comply with Pennsylvania Act 102, which is incorporated by reference in this agreement, to determine the need to mandate nurses to work. In the event mandation appropriate to the Act is required, the following practices shall apply:

- (a) Overtime will be mandated based upon inverse order of Hospital seniority in a given home unit, on a rotating basis with input from the nurses on duty.
- (b) Any nurse who is mandated shall be paid one and a half (1½) times his/her regular rate of pay for all mandatory hours worked.
- (c) In situations where mandatory overtime is proposed, an employee who volunteers to work overtime shall have the voluntary overtime count towards equalization of mandatory overtime.

- (d) The Hospital will document to the Association efforts made to avoid mandation.

**Section 3.** There shall be no pyramiding of overtime and/or premium pay.

**Section 4.** For the purposes of calculating overtime: sick, holidays, vacation, jury duty and bereavement leave will not be counted as hours worked.

## **ARTICLE 17 SHIFT DIFFERENTIAL AND ON-CALL PAY**

**Section 1. The shift differentials shall be as follows:**

Evening shift: \$3.50/hour 3:00 p.m. to 11:30 p.m.

8 hour third shift: \$4.25/hour 11:00 p.m. to 7:30 a.m.

12 hour Night shift: \$4.00/hour 7:00 p.m. to 7:30 a.m. and 12 hour shifts starting at 3:00 p.m. or later.

Shift differential shall be paid to all employees scheduled to work such shifts, whether as a result of permanent shift assignment or shift rotation. Differentials shall be applied per hours worked listed in Section 1 of this article. Twelve (12) hour day shift will be paid evening differential for hours worked after 3:00 pm.

**Section 2.** A shift differential shall not be gained or lost as a result of an extension of a shift caused by incidental overtime.

**Section 3. Weekend Differential**

- a. The weekend differential shall be \$2.00 per hour.
- b. The weekend differential shall be paid on the shifts starting with the day shift on Saturday through the end of the Sunday night shift.

**Section 4.** Shift differentials will be included in paid sick leave, holiday and vacation time for employees permanently scheduled on evenings or night shift.

**Section 5.** An employee called in to work will be guaranteed a minimum of two (2) hours work at time and one-half or pay in lieu thereof. The minimum two (2) hours of work will not be applied if there is an extension of the shift into the call period due to the completion of cases or care already in progress. This section shall not apply to employees hired under the call side letter. Any employee scheduled to be on-call and works over 40 hours shall be paid time and a half for those hours worked.

**Section 6.** Employees shall be paid \$4.50 per hour while on call for the first on-call shift of the work week. Any additional on-call shift during the same work week shall be paid at the rate of \$8.00 per hour.

**Section 7.** All differentials will be paid on actual hours worked.

**Section 8.** All employees will be eligible for shift differentials listed above.

## **ARTICLE 18 VACATION**

**Section 1.** Newly-hired employees may utilize earned vacation after having completed 30 days of continuous employment. Employees shall be eligible to receive the following vacations each year with pay in accordance with the following:

(see next page for vacation accrual)

| <u><b>Years<br/>of<br/>Service</b></u> | <u><b>Accrual<br/>Per<br/>Pay<br/>Period</b></u> | <u><b>Weeks<br/>Per<br/>Year</b></u> | <u><b>Accrual<br/>Cap</b></u> |
|----------------------------------------|--------------------------------------------------|--------------------------------------|-------------------------------|
| >1-5<br>years<br>of<br>service         | 3.0769 hours                                     | 2 weeks                              | 320 hours                     |
| Over 5-<br>10 years<br>of<br>service   | 4.6153 hours                                     | 3 weeks                              | 320 hours                     |
| More than 10<br>years of service       | 6.1537 hours                                     | 4 weeks                              | 320 hours                     |

Employees who are hired to work less than 40 hours per week will be entitled to a pro-rated amount of vacation.

For employees employed on the date of ratification, their accruals will remain unchanged until they reach the next years of service in the above table. For example, if a three-year employee is currently accruing three weeks of vacation at the time of ratification, that accrual will not be reduced to two weeks. Instead, the accrual will go up to four weeks once the employee has completed more than 10 years of service.

## **Section 2.**

Vacation quotas shall be established by the Hospital taking into account the wishes of the employees and the staffing needs of the Hospital. No later than December 1 of each year, the Hospital shall post the vacation quota for each unit for each week of the next calendar year. For purposes of scheduling, the vacation year will be January 1 to December 31. There shall be no black out dates during the year when time off cannot be taken. During December 15 through January 7, vacation time will be awarded according to Hospital seniority order and then rotated equitably thereafter.

Employees shall submit their requests for the next year in writing by February 1. No more than one (1) week will be selected initially between Memorial Day and Labor Day, and vacation time will be awarded according to Hospital seniority order. After this initial selection, the additional week of vacation between Memorial Day and Labor Day will be by seniority order. The Hospital will respond to an employee's vacation request no later than March 1. Requests for single days of vacation may be submitted after the vacation weeks have been approved and will be honored according to the staffing needs of the department.

In the event additional vacation weeks remain open during the vacation year after the initial bidding period, employees may request weeks on a first-come first-serve basis. Weekends may be included in the scheduling of vacation and will not be unreasonably denied.

For scheduling purposes, both the weekend before and the weekend after are included in the vacation week. If the employee works every other weekend, they will not be required to make up any weekend time. For those that work less than every other weekend, the employee is required to make up the missed weekend time on the current or following schedule. Employees are not required to find their own coverage.

After the initial bidding period, the Hospital shall respond to

After the initial bidding period, the Hospital shall respond to individual vacation requests of single days or weeks within seven (7) days.

**Section 3.** No part of any employee's vacation schedule may be charged to sick leave. Vacations shall be taken each year and may not be accumulated beyond the accrual cap.

**Section 4.** Vacation pay shall be based upon the employee's current hourly rate of pay at the beginning of his/her vacation period. An employee, upon request, shall be paid his/her vacation pay before starting his/her vacation.

## **ARTICLE 19 HOLIDAYS**

**Section 1.** The hospital recognizes seven (7) holidays following completion of 30 days of employment. These holidays shall include the following:

|                |                            |
|----------------|----------------------------|
| New Year's Day | Martin Luther King Jr. Day |
| Memorial Day   | Independence Day           |
| Labor Day      | Thanksgiving Day           |
| Christmas Day  |                            |

Holiday time will be front loaded each January according to the chart in Appendix B. Newly hired employees shall be prorated hours based on date of hire.

See **Appendix B** for paid holiday hours for full-time and part-time employees.

### **Section 2.**

- a. Full-time and part-time employees shall be entitled to personal days based on hours worked during a shift (7.5, 8, 10 hours, etc.) after the completion of his/her probationary period. Please see Appendix B for paid personal day hours for full-time and part-time employees.

- b. The personal day(s) shall be taken at a mutually agreeable time, and shall be requested at least forty-eight (48) hours in advance. In the event of an emergency, a request with less than forty-eight (48) hours notice may be granted per management approval. Such request shall not be unreasonably denied. Once a schedule is posted, a manager will respond within 72 hours after receipt of request for a personal day. Paid holiday time for holidays and/or the personal day not worked shall in no case equal more hours than the regularly scheduled hours worked in a pay period.

**Section 3.** Recognizing that the Hospital works every day of the year and that it is not possible for all employees to be off on the same day, the Hospital shall have the right to require any employee to work on any of the holidays specified. However, the Hospital will distribute holidays off on an equitable basis. Employees shall be scheduled to work three holidays each year according to rotation of the following holiday tracks: (Memorial Day, Thanksgiving, New Year's Day), (Independence Day, Labor Day, Christmas). Where additional staff can be released due to reduced work on the holiday, such cancellation shall be offered in order of hospital seniority.

Martin Luther King Jr. Day shall not be part of either holiday track.

**Section 4.** In order to be eligible for holiday benefits, an employee must have worked the last scheduled workday before and the first scheduled workday after the holiday except for the following situations:

- a. If the employee works the actual holiday.
- b. If the employee is cancelled for the holiday shift or the shift before or after the holiday.
- c. If the employee is hospitalized, sick (i.e., eligible for ADA or FMLA leave) or injured, the Hospital requires written

- certification by a physician or other proof of illness or injury.
- d. If the employee is not cleared to work by the Hospital, excluding a leave of absence.
  - e. If the employee is injured through his/her employment at the hospital, the Hospital may require written certification by a physician or other proof of the workplace injury.

**Section 5.** In the event an employee is scheduled to work on a holiday, for the holidays worked, he/she will be paid 1½ times the regular rate of pay for hours worked on the holidays identified in Section 1 above. If a holiday falls on a full-time employee's regularly scheduled day off, the employee shall not be charged a holiday and the day will remain in the holiday bank to be used at another time with approval from his/her manager. Employees shall be granted use of their holiday time from Section 1 of this article in order of hospital seniority for the purpose of scheduling. Any day denied shall have preference for choice of another requested day off within the next schedule. Shifts beginning after 7:00 p.m. on Christmas Eve or New Years' Eve will be paid at time and one-half. Shifts for ED bargaining unit employees starting at 3:00 pm on Christmas Eve or New Years' Eve will be paid at time and one-half.

For all other Holidays the majority of the hours worked shall constitute the Holiday. See below.

- a. Night shifts beginning on the eve of the Holiday at 7:00 p, shall be paid time and one half until the end of their shift.
- b. Day shifts beginning after 6:59 am shall be paid time and one half for their full shift.
- c. Night shift coming in on the day of the holiday after 6:59 pm, shall be paid straight time.

**Section 6.** For OR, Cath Lab, SPU, and PACU: when on-call during a holiday, the employee who was on-call may choose to use their holiday on that day or schedule it.

**Section 7.** Part-time Employees required to work one of the two holiday tracks shall be required to work two out of the three holidays of their specific holiday track. Part-time employees required to work holiday tracks must work Thanksgiving or Christmas depending on the individual's holiday track.

**Section 8.** If a holiday falls during a full-time employee's vacation, he/she is responsible for obtaining coverage for his/her holiday shift without creating overtime obligations for non-holiday shifts during that pay week.

## **ARTICLE 20 PAID LEAVE**

### **Section 1. Bereavement Leave**

a. In the event of a death of a member of an employee's immediate family, the employee is granted up to three (3) working days with pay, not to exceed 24 hours for full-time employees and 12 hours for part-time employees, within 30 calendar days of the death, funeral, burial or ceremony for bereavement leave.grievanc

The following are considered members of the nurse's immediate family: spouse, domestic partner, father, mother, child, sister and brother, grandparent, grandchild, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, stepmother, stepfather, stepsister and stepbrother, legal guardian, stepchildren.

b. A full or part-time nurse shall be granted an absence of one (1) day with pay for attendance at the funeral of a brother-in-law or sister-in-law.

c. Employees may request additional days off without pay or may use vacation, sick or personal time. Requests shall not be unreasonably denied.

## **Section 2. Jury Duty**

A full-time nurse who is called to jury duty on a regularly scheduled workday shall be entitled to leave. A part-time nurse shall be entitled to leave up to a maximum of 3 days or 24 hours. Said nurse shall be paid the difference between his/her regular pay and the compensation for jury duty received from a court. A nurse who is scheduled to work the night before jury duty shall also be entitled to unpaid leave for the night preceding jury duty. A nurse called to jury duty shall be required to present a statement issued and signed by the clerk of court stating the number of days the nurse was on jury duty and the compensation paid.

## **ARTICLE 21 LEAVES OF ABSENCE**

**Section 1.** Unpaid Leave Nurses shall be eligible for unpaid leave in accordance with the following:

- a. Military Leave – Registered Nurses will be granted military leaves of absence in accordance with applicable federal and/or state laws. In addition, Registered Nurses will be granted leaves of absence without pay to attend National Guard, U.S. Reserve training camps, and other similar involuntary military obligations, in compliance with federal and state laws.
- b. Association Involvement - A leave of absence for a period not to exceed one year shall be granted to Registered Nurses with at least one year of bargaining unit seniority in order to accept a full-time position with the Association, provided such leaves will not interfere with the operation of the Hospital. Upon return to work, a Registered Nurse shall be entitled to return to his/her former position

if it is vacant or filled by a temporary or probationary Registered Nurse. Otherwise, a Registered Nurse shall be able to exercise the recall rights specified in this Agreement. At no time shall more than one Registered Nurse be on leave of absence hereunder at the same time.

- c. Family and Medical Leave Act of 1993: The Hospital will comply with the Family and Medical Leave Act, as amended from time to time. The current Hospital policy on FMLA implementation is available to Registered Nurses electronically on the Hospital's website.
- d. Sick Leave: If an employee does not meet the eligibility requirements of the Family and Medical Leave Act, sick leave may be granted for up to three months with appropriate medical certification, and will be returned to their position upon return from leave.
- e. Extended Sick Leave: A Registered Nurse, regardless of eligibility for FMLA, may request an extended sick leave for up to a total of twelve months, only in compliance with state and federal disability leave laws. A Registered Nurse who is on leave for greater than three months will be returned to the same position if it is available, or to the most nearly comparable position if one is available. If a comparable position is not available, the Registered Nurse shall be transferred to per diem status without loss of seniority. Registered Nurses who refuse per diem status will be terminated from the Hospital and will be eligible for rehire for Full-Time and Part-Time bargaining unit positions which become available within one year from the start of the leave of absence without loss of seniority. Registered Nurses who are medically unable to perform

their job or a comparable job will maintain seniority rights for subsequent bargaining unit positions which become available within one year from the start of the medical leave.

- f. The Registered Nurse's medical benefits will terminate at the end of the first month of absence of a Leave of Absence (this does not include FMLA).
- g. While the employee is out on an approved non-FMLA/medical leave of absence, she/he may cash out their vacation time up to 80 hours annually by completing and submitting the Cash Out Vacation Form. This request while on a leave shall be a one time request to cover the expense of their COBRA costs.

## **Section 2. Other Leaves**

- a. A personal leave of absence for any Registered Nurse may be approved by Lower Bucks for a period not in excess of thirty (30) days, and may be renewed upon application to Lower Bucks. Lower Bucks will hold the position for the thirty (30) day period. Thereafter, the Registered Nurse may return to said position if it remains vacant or it is filled by a temporary Registered Nurse. Employees may use their benefit time during this leave (sick, vacation, personal and holiday).
- b. While on an unpaid personal or sick leave of absence, a Registered Nurse shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. A Registered Nurse shall accrue seniority subject to the provisions of this Agreement. As a condition of reinstatement following a leave of absence for illness, Lower Bucks may require the Registered Nurse to receive the approval of the Hospital's Employee health service physician.

**Section 3.** Unless otherwise required by law, a Registered Nurse may be subject to termination during any leave of absence for reasons including, but not limited to the following:

- a. Accepting and working other employment equal to the specifications and current job requirement during a leave of absence;
- b. Failure to respond to Hospital inquiries regarding status within a timely manner if on unpaid sick leave;
- c. Misrepresentations regarding the reasons for applying for any leave of absence.

## **ARTICLE 22 HEALTH AND WELFARE**

### **Section 1. Health Insurance**

- a. All active full-time and part-time employees and their eligible dependents will be eligible on the first of the month following date of hire for the Prime Healthcare Exclusive Provider Organization (EPO plan), which includes the current VSP vision plan (Choice of B or C).
- b. Employee contributions are listed in Appendix C. The plan design is shown in Appendix D.
- c. Services are primarily provided to the members at LBH (“Hospital”) or another Prime Healthcare facility or Prime Healthcare contracted providers (“Tier 1 Network”) within thirty-five (35) miles of the Hospital constitute Tier 1 benefits. If Tier 1 services are not available, Prime UM may approve the member to receive care from a designated Preferred Partner.

Members will have access to Preferred Partners at Tier 1 rates when services are NOT provided by the Prime Hospital at which the employee works or another Prime Healthcare

facility within 35 miles of the employee's Hospital.

1.5 Benefit: Services which are not provided by LBH or another Prime Healthcare facility within 35 miles of the Hospital, or any Preferred Partner network within 35 miles of the Hospital will be considered Tier 1 services. Labwork ordered from Tier 1 to Labcorp will be at Tier 1 cost and Tier 2 providers (whose auth is approved with 1.5 benefit by Prime UM) ordering labs at Labcorp will also be at Tier 1 cost.

The Hospital agrees that any service performed on an employee under a 1.5 Benefit, should any ancillary service and/or follow up care that may be required as part of or as a result of that service, may be performed by the Tier 2 provider after Prime UM prior approval and will be treated as Tier 1.

Members may access Primary Care Physicians ("PCP") with no pre-authorization and Specialists if referred by their PCPs within the Blue Cross/Blue Shield network (Tier 2) with pre-authorization from Prime UM for in office consultation and it will be treated under the 1.5 benefit as Tier 1 if services are not available within Tier 1 Network or any Preferred Partner within 35 miles of the Hospital. Such approval shall not be unreasonably denied. Such pre-approved authorized services will be treated as Tier 1 and any follow-up care that may be required, performed by the same physician, shall be treated as Tier 1.

d. There shall be no pre-authorization required for office visits (i.e., excluding procedure, testing, x-rays, or surgeries) for Primary Care, Preventative Care, Pediatrician PCP Care, Mental Health Services, OBGYN office visits or Well Woman Care. Tier 1 or Tier 2 rates may apply. Employees or their dependents seeking procedures, testing, x-rays or surgeries at any of the aforementioned providers must obtain pre-authorization from Prime UM, which may

direct the employee to a Tier 1 provider for the service or a preferred partner for the service if not available in the Tier 1 Network.

There shall be no pre-authorization required for Urgent Care, Emergency Room Services and Emergency Care Procedures.

Specimens drawn at a Tier 1 provider's office, will be transported at the Employer's cost. Any specimen ordered by a Tier 1 provider and not collected at the Tier 1 provider's office must be collected at a Prime Healthcare facility or Labcorp. However, specimens drawn by a Tier 2 provider must be pre-authorized.

For a list of other services that do not require prior authorization from UM Team when rendered by a Tier 1 provider, see Appendix E.

e. For urgent services requiring pre-authorization, if such approval is not received within two (2) working days, such pre-authorization shall be escalated to the clinical care team and receive immediate determination. For routine services, pre-authorization will be determined within seven (7) working days or will be escalated and receive immediate determination by the clinical UM team. There is a 24-hour on call team available.

f. Continuity of Physicians: As of date of ratification of the renewal of the Agreement, current employees may continue to utilize their PCP physicians. If an employee is currently seeing a Tier 2 specialist for an ongoing medical/surgical condition, Prime UM will approve continuity of care for that condition with that Tier 2 specialist. Employees must send a list to Prime of current providers for review and approval within 60 days of ratification of the renewal of the agreement. Such physicians will be considered Tier 1 providers if primary care, others will be considered Tier 2. All such physicians must be in the Blue Cross/Blue Shield network.

g. Tier 1: Deductible: none;  
Out-of-pocket maximum:  
\$500 individual/\$1000  
family  
Copays: primary  
care/specialist: \$10  
Sleep study: \$100/test

Tier 2: Deductible: \$1000 individual/\$2000 family  
Out-of-pocket maximum:  
\$2500 individual/\$5000  
family  
Copays: primary care  
\$30/specialist \$45

**Prescription Drugs:**

Out-of-pocket maximum included in Medical:  
\$2500 individual/\$5000 family Copays: Specialty  
generic \$100  
Specialty brand \$200  
Compound drugs are not covered unless FDA  
approved and clinically proven to provide a beneficial  
outcome.

Employee contributions: Premium rates shall be included in Appendix C and shall remain in place for the life of the contract. The nicotine surcharge shall be waived.

- h. Employees who are eligible for the medical plan may opt out and receive \$50/pay for employees and an additional \$40/pay for spouse.

**Section 2.** Nurses may enroll in the Hospital's Value Plan at rates applicable generally to Hospital employees. Employee contributions are listed in Appendix C. Plan design is listed in Appendix D.

Weekend Program benefit options are located in Appendix F.

### **Section 3. Prescription Insurance**

Effective on January 1, 2025, the prescription insurance for the Hospital's EPO plan is contained in Appendix D.

**Section 4.** In the event the Hospital determines to change the plan design, an equal or greater benefit must be maintained. The Hospital will meet with the Union at least forty-five (45) days prior to such changes or within three (3) business days after quotes are received. The Hospital agrees to notify the Union 30 days prior to a change in Tier 2 network carriers only.

**Section 5.** The Hospital agrees to continue to offer a Flexible Spending Account (FSA) to all full-time and part-time bargaining unit members.

**Section 6.** Dental Insurance: The Hospital will maintain current plans with cost sharing of 76.2% for Employer for all categories. The Hospital may switch plans and/or providers provided an equal or greater level of benefits is maintained.

- a. All active full-time and part-time employees shall become eligible to elect dental coverage to become effective the first of the month following date of hire. Annual employee contributions shall increase by the same percentage as the total premium. (See Appendix C for premiums)

### **Section 7. Life Insurance**

- a. All active full-time and part-time employees shall be entitled to a Basic Life and Accidental Death and Dismemberment (AD&D) coverage in the amount of \$10,000 or the employees' base salary (whichever is greater) to be effective the first of the month following date of hire. The Hospital shall pay the full cost of such insurance.

- b. Full-time and part-time eligible members of the bargaining unit shall be given the opportunity to apply for optional life insurance. Optional life insurance is offered in increments of one and a half, two-times or three-times annual salary up to \$500,000. After initial enrollment at the time of employment or implementation of the program, any request above the Guarantee Issue amount for an increase in coverage must be submitted for approval to the insurance carrier with proof of medical evidence of insurability.

## **Section 8. Long-Term and Short-Term Disability**

### **a. Long-Term Disability (LTD)**

Full-time and part-time bargaining unit members may purchase long-term disability insurance to be effective the first of the month following date of hire. LTD is a voluntary policy, paid 50% by the employee through payroll deduction. Such insurance shall cover 60 percent (60%) of pre-disability base monthly earnings up to a maximum benefit of \$5000 per month. LTD benefit payments will begin following the elimination period of 90 consecutive days of a qualifying disability. Benefits will continue until the earlier of the end of the disability or when normal retirement age is reached. Benefits will be offset by any other disability income including Social Security and Workers' Compensation.

After initial eligibility at the time of employment or implementation of the program, any request for coverage or an increase in coverage must be submitted for approval to the insurance carrier with proof of medical evidence of insurability.

b. Voluntary Short-Term Disability (STD)

Full-time and part-time bargaining unit members may purchase Short-Term Disability coverage to be effective the first of the month following date of hire. STD is a voluntary policy; premium is paid by the employee through payroll deduction. Such coverage shall include a seven (7) day elimination period and provide a maximum benefit duration of 12 weeks, for a qualifying disability. Policy provides 60% of pre-disability base weekly earnings, not to exceed \$2,500 per week. Benefits will be offset by any other disability income including Social Security and Workers' Compensation.

After initial eligibility at the time of employment or implementation of program, any request for coverage or an increase in coverage must be submitted for approval to the insurance carrier with proof of medical evidence of insurability.

An employee will have the option to exhaust all of his/her seven (7) days of sick time to cover the elimination period prior to the commencement of STD benefits, but if the employee does not have seven (7) days of sick time to cover the elimination period, the employee will then have the option to exhaust vacation, holiday or personal time to cover the remainder of the seven (7) calendar days elimination period.

**Section 9.** Eligible employees, as set forth in the MERP Plan's Summary Plan Description, will have the ability to participate in the MERP plan.

## **ARTICLE 23 PAID SICK LEAVE**

**Section 1.** "Sick Leave" is defined as an absence of a nurse from work by reason of illness or accident which is not work-related or is

not compensable under the Workers' Compensation Laws of Pennsylvania.

## **Section 2. Eligibility and Benefits**

- a. See Appendix B for schedule of paid sick days.
- b. Unused sick leave may be accumulated up to a maximum of 720 hours for full-time nurses, and 360 hours for part-time nurses.
- c. Approved worker's compensation and properly documented FMLA absences will not count as occurrences.
- d. No sick leave will be paid to a nurse who is absent as a result of injury or illness while working for another employer.

**Section 3.** Pay for any day of approved sick leave shall be paid at the nurse's current hourly rate of pay including differentials.

Notification and Proof of Illness: To be eligible for benefits under this Article, a nurse who is absent must notify his/her supervisor at least two (2) hours before the start of his/her regularly scheduled shift; unless proper excuse is presented for the nurse's inability to call. The Hospital may require written certification by a physician or other proof of illness or injury hereunder if an employee has been out of work for three (3) or more consecutive scheduled work days. Nurses who have been on sick leave also may be required to provide documentation by a physician or designated provider, or, if the employee chooses, be examined by the Hospital's Employee Health Service Physician or his designee, before being permitted to return to work.

## **ARTICLE 24 EDUCATION AND TRAINING**

**Section 1.** The Hospital shall continue to provide meaningful in-service education to all nurse employees. When an employee is required to attend in-service training, such employees shall be paid at their base rate. The Hospital shall provide training on new equipment

or technology to all employees on all shifts prior to implementation. In-service trainings or competencies shall be provided at the hospital, on the employee's regular shift, if possible.

**Section 2.** A nurse may request excused time off without pay to attend conferences, seminars and workshops to promote professional growth. The nurse may elect to take vacation time in lieu of time off without pay. When such attendance is required and approved by the Hospital, the employee shall attend without loss of pay and shall be reimbursed for reasonable fees and expenses according to Hospital policy.

**Section 3.**

- a. Full-time, part-time, and weekend program employees, employed and certified as of October 12, 2020, shall be paid an annual certification differential of \$1.50 per hour bonus upon certification/re-certification in a clinical specialty, and for each year during which the certification is maintained.

For full-time, part-time and weekend program employees certified after October 12, 2020, the following is the annual certification bonus:

|           |        |
|-----------|--------|
| Full-time | \$1000 |
| Part-time | \$500  |

The specialty certification must be germane to the nurse's assigned area of practice. Such certifications shall be from a nationally recognized certifying organization subject to mutual agreement of the parties, including but not limited to those in Appendix G.

To qualify, the nurse must provide proof of successful completion of certification requirements, including effective date and expiration date of the certification. An allowance shall be limited to certification in one area.

- b. Full-time, part-time and weekend program employees who successfully complete the initial requirements for certification are eligible for reimbursement of expenses up to a total of \$500 related to the initial certification. The employee must provide proof of certification and apply for reimbursement according the Hospital's policy for education reimbursement.

**Section 4.** Full-time and part-time employees, enrolled in an eligible program on or before September 1, 2015, and who meet eligibility requirements, will be reimbursed 100% of tuition to a maximum of \$7,000 per fiscal year, for courses leading to a bachelors or graduate degree in nursing or a related field. For employees enrolled after September 1, 2015, reimbursement will be as follows:

FT Employees receive up to \$5,000 per calendar year PT Employees receive up to \$2,000 per calendar year.

Courses qualifying for reimbursement must be completed in an accredited, recognized educational institution.

In order to be eligible for the tuition benefit, the employee must have successfully completed the probationary period, have a satisfactory work record, and obtain approval prior to the initiation of the course. Employees are eligible for courses starting after one (1) year of employment. A nurse who terminates employment less than 2 years after completion of an approved course shall reimburse the Hospital for tuition monies paid on a pro-rated basis.

Expenses for law degrees (LLB and JD) are not reimbursable unless it has been determined and approved in advance that the employee would definitely be assigned to the Facility's legal staff upon completion of the degree.

**Section 5.** The Hospital will provide opportunity for nurses (all units and shifts) to obtain web based continuing education credits (CEUs) that are required to maintain State licensure.

## **ARTICLE 25 HEALTH AND SAFETY**

**Section 1.** The Employer shall provide a safe and healthy working environment.

**Section 2.** The Hospital shall track and notify the Union of all instances of violence at the Hospital within 24 hours, or as soon as practicable. This includes verbal attacks, bullying, threats, physical abuse or assaults. In the event of a situation as defined above, additional staff, including security staff, shall be assigned to the impacted unit until the assaultive behavior is controlled (as mutually agreed between the employee and the Hospital). The Hospital shall notify law enforcement following discussion and consent of the Employee.

**Section 3.** The Hospital shall ensure that all employees are provided with all necessary information in order to file a worker's compensation claim properly.

**Section 4.** The Employer will establish a Joint Health and Safety Committee comprised of four (4) Union and four (4) management representatives to develop a comprehensive workplace violence prevention program within 90 calendar days of ratification of this agreement in accordance with provisions of Section 5. Employees will be paid to attend these meetings. Following the 90 days, the committee will meet as part of the combined Labor Management Meeting as outlined in Article 29.

**Section 5.** The committee shall develop a violence prevention plan which shall include the following components:

- a. Workplace Risk Assessment - an analysis of all of the factors that may place an employee at risk of workplace violence. These factors shall include, but not be limited to, working with individuals in crisis,

- working directly with volatile individuals, working late at night or early in the morning, absence or presence of security personnel or other staff, visibility and lighting, available personnel.
- b. Risk Mitigation Program – provides specific methods to address each identified workplace risk.
  - c. Administrative Practice Controls – including creating a uniform reporting structure, instituting and publicizing a zero-tolerance policy, prohibiting employees from working alone on a unit, establishing policies for code response which emphasize employee safety and emergency evacuation.
  - d. Employee Health and Safety Training – mandatory violence prevention training will be provided each year for all bargaining unit members to attend. This training shall be interactive and not solely online.
  - e. Program Evaluation – the Committee should review the program on a bi-annual basis and after each incident of workplace violence, if needed. The review should include analyzing possible modifications to risk mitigation measures after each incident, surveying employees after modifications to ascertain effectiveness, reviewing compliance with OSHA and state reporting requirements, consulting with law enforcement or health and safety experts to evaluate the overall prevention program.

## **ARTICLE 26 SEPARABILITY**

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

Agreement shall continue in full force and effect.

## **ARTICLE 27 MISCELLANEOUS**

**Section 1.** The Hospital will not preclude employees, because of their union membership from participating in or availing themselves of the following services. It is also understood that this in no way guarantees that such services will continue and are provided at the sole discretion of the Hospital:

1. Payroll deduction for credit union;
2. Payroll direct deposit;
3. Employee Emergency Relief Fund;
4. Automated Teller Machine;
5. Parking.

**Section 2.** Within 90 days of ratification of this agreement, and then on an annual basis, the Employer will reimburse non-probationary full-time employees up to one hundred (\$100) dollars and reimburse each non-probationary part-time employee up to seventy-five (\$75) for a uniform, shoes or other work related equipment allowance.

- a. The Employer shall make all reasonable efforts to work with the employees to complete the necessary submission through Concur (or other electronic form) for the reimbursement.
- b. The Employer shall provide annual Concur training and provide access to the Concur website or application.
- c. Upon completion of the employees' probationary period they shall be eligible for the reimbursement in this article.

## **ARTICLE 28 PAST PRACTICES**

All past practices are hereby eliminated, except as specifically incorporated in this Agreement.

## **ARTICLE 29 LABOR MANAGEMENT MEETING**

Combined meetings shall be held each month, including Labor Management, Clinical Practice, and Health and Safety for a duration of no less than 2 hours. Participants may include one director, manager from every unit or designee, one nurse from every unit or designee, the Executive Board of the Union, Chief Nursing Officer and Human Resources Director or Manager. Attendees from the bargaining unit as defined above shall be paid for their participation, excluding time for pre-meeting or post-meeting caucuses. Either side may invite additional participants to attend based on agenda topics. Committee participants will be released from assignment if working. If the participant is working, he/she must return to their unit immediately following completion of the meeting. If cancelled by management, the meeting must be rescheduled and held within 10 days. If the meeting is canceled by Management with less than twenty four (24) hours notice to the Union, (with exception of a visit from a regulatory agency) then the bargaining unit attendees will be paid for the two hours at their regular rate of pay for all cancelled meetings. The Union shall provide a list of attendees for Labor Management meetings along with the agenda. Attendees shall be paid for their time at the rescheduled meeting.

Issues raised will receive a written response from management with a plan of action and status update on steps taken to address the issue within 2 weeks following each meeting, and at subsequent meetings until the issue has been resolved. The parties will submit agenda items at least five (5) business days prior to the meeting.

The schedule for the following calendar year's meetings shall be set at every October meeting to run from January to December.

## **ARTICLE 30 PROFESSIONAL PRACTICE**

In furtherance of the mutual commitment of the parties to improve the care of patients and the practice of nursing, the parties agree to the following provisions:

### **Section 1. Clinical Practice Committee**

A Clinical Practice Committee shall be established which shall meet, as described in Article 29, to review issues of nursing practice within the hospital.

The committee will review nursing standards of practice and care, policies and procedures, information on best practices, patient safety standards, evidence-based practice guidelines and regulatory standards and make recommendations for improving practice, improving patient outcomes, and improving documentation of care. Both parties will contribute items for the committee agenda. Meeting minutes will be made available to all members of the committee and to the bargaining unit. The operation of this committee shall not affect the existing rights of either party under other provisions of the agreement and is not intended to limit the Hospital's management rights in accordance with Article 6 above.

### **Section 2. Committee Involvement**

Employees will be encouraged to participate voluntarily in other hospital and nursing committees as determined by the Hospital. The Hospital shall have the right to approve and limit the number of such volunteers based on the needs of the committees. Designated Union members (no more than 1 per unit) shall be released from work if scheduled. If a majority of members cannot be released, the meeting may be rescheduled. If not scheduled to work at the time of the

committee meeting, the members will be paid the appropriate pay rate.

### **Section 3. Float Units**

If reassignment is necessary, the Registered Nurse shall be notified two hours in advance of the start of their shift, except in an emergent situation. If reassigned, the Registered Nurse will be paid a differential of \$5/hr if they are cross-trained/qualified and receive a patient assignment on the newly assigned unit. Any Registered Nurse may seek to be cross-trained. All assignments shall be float only, unless the Registered Nurse chooses to take a patient assignment. Volunteers to float who are willing and able to take a patient assignment will be given preference.

During the first six months of this contract, or until the Float Pool is staffed and trained, whichever is sooner, a Registered Nurse may opt for voluntary cancellation in lieu of reassignment once per month. If a Registered Nurse opts for voluntary cancellation and is given less than two hours notice, they shall be paid a minimum of two hours of pay.

After the first six months of the contract, or when the Float Pool is staffed and trained, whichever is sooner, a Registered Nurse may only be forced to float outside the home unit once per quarter.

Per-diem nurses are not entitled to any refusals to float or any restriction on the number of times forced to float.

Management may ask for volunteers to float at any time; if there is more than one volunteer, the opportunity will be assigned based on a rotation in seniority order.

All departments not listed here are stand alone for the purpose of floating. Floating in the Hospital shall be as follows:

- Med/Surg-Tele to SBHU, BHU, ED or ICU
- ICU to PACU, ED, Medical Surgical/Telemetry, Cath

Lab

- ED to ICU, Interventional Radiology, Cath Lab, Medical

Surgical/Telemetry

- PACU to ICU, OR Holding, ED, Short Procedure Unit, Cath Lab, Medical Surgical/Telemetry
- Cath Lab to ICU, ED, Telemetry, Medical Surgical, PACU, Interventional Radiology, OR Holding
- BHU to SBHU, Medical Surgical/Telemetry, ED
- SBHU to BHU, Medical Surgical/Telemetry, ED
- Short Procedure Unit to PACU, ED, and OR Holding

PACU, Short Procedure Unit and Cath Lab can float to in-patient units or ED for admission paperwork, for relief coverage in lieu of cancellation, or when workload allows.

A Registered Nurse will not be floated out of their district except under the conditions listed in the following paragraph:

If required by the Hospital to work on a unit for which they do not have the requisite competencies or training, a brief orientation to the unit will be provided and the Registered Nurse will be given

duties that are consistent with their qualifications. A Registered Nurse who does not feel their assignment is appropriate is entitled to a review of the assignment with their immediate supervisor on duty. If there continues to be disagreement the Nursing Chain of Command can be utilized. The Nursing Chain of Command consists of nursing supervisor on duty, administrator on call, final decision shall be made by the CNO. The Registered Nurse can review the assignment with the CNO upon approval of the Administrator on call. These requests shall not be unreasonably denied. Other hospital and agency nurses shall be reassigned prior to reassignment of bargaining unit Registered Nurses except when special skills and knowledge are required.

- a) Reassignments shall be on a rotational basis, beginning with the least senior Registered Nurse. A Registered Nurse on overtime shall be put in regular rotation for reassignment.
- b) LPNs shall be reassigned prior to reassignment of bargaining unit Registered Nurses except when special skills and knowledge are required.
- c) Per-diem nurses will be reassigned first, followed by other bargaining unit nurses.
- d) A reassignment list shall be maintained on each unit and made available, if requested, to any nurse who is advised that she or he will be reassigned.
- e) No one will be reassigned more than once per shift, except that on a voluntary basis, nurses may be recalled to their own unit. If an employee is reassigned at the beginning of a shift prior to receiving a patient assignment on a unit other than their home unit, such assignment will not be considered a reassignment for the purpose of this section. When possible, employees should be reassigned at the beginning of the shift. When feasible, a nurse who is temporarily reassigned will not be required to serve as a Charge Nurse.

















































































