

**AGREEMENT**

**between**

**POTTSTOWN HOSPITAL COMPANY, LLC.**

d/b/a Pottstown Memorial Medical Center

**and**

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

**October 8, 2018 – October 8, 2021**



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**POTTSTOWN HOSPITAL, LLC.**

**AND**

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

AGREEMENT made and entered into this 8<sup>th</sup> day of October 2018 by and between POTTSTOWN HOSPITAL, LLC., located at 1600 East High Street, Pottstown, Commonwealth of Pennsylvania (hereinafter referred to as the “Employer” or the “Hospital”), and the PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS, (hereinafter referred to as the “Union”), acting herein on behalf of the Employees of the Employer, who are covered by this Agreement as set forth in Article 1 – Recognition of this Agreement (hereinafter referred to as the “Employees”).

**ARTICLE 1.  
RECOGNITION**

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

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

(b) EXCLUDED: All other employees, including professional employees, technical employees, service and maintenance employees, skilled maintenance employees, business office clerical employees, guards and supervisors as defined by the National Labor Relations Act.

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

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

## **ARTICLE 2. MANAGEMENT RIGHTS**

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

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

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

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

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

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

### **ARTICLE 3 UNION MEMBERSHIP**

Section 1. All employees hired after the date of ratification who are covered by this Agreement shall, as provided for in the first provision to Section 8(a)(3) of the National Labor Relations Act, as amended, become and remain members of PASNAP within ninety (90) days of their date of hire, as a term and condition of employment, subject to the limitations stated in the second provision to Section 8(a)(3) and governing United States Supreme Court decisions.

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

Section 3. Bargaining unit employees of record as of the date of ratification who choose not to join PASNAP shall not be required to join as a condition of employment.

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

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

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

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



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

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

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

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

#### **ARTICLE 4. DETERMINATION OF WORK STATUS**

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

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

Section 3. Per diem Employees are defined as persons hired without a regular assigned shift and required to work at least twenty-four (24) or forty-eight (48) hours per month, depending upon the per diem status.

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(a) A regular full-time or regular part time bargaining unit Employee may, with prior supervisory approval, arrange with another bargaining unit staff Employee whose working that shift will not cause overtime, and who in either case is fully competent in that Employee's position/department/unit, to work (substitute) for her/him on a regularly scheduled work day or on a scheduled holiday. The Employee's request to her/his supervisor for approval of the substitution must be made at least seven (7) days in advance of the applicable work day or holiday. Requests made less than seven (7) days in advance may be considered. The Hospital's decision shall be final.

Section 4. Other casual staff may be hired by the Employer to supplement Employees. Casual staff are not covered by this Agreement

(a) Temporary staff, including Agency persons, may be hired by the Employer for a specific job not to exceed six (6) months. The Employer may extend such employment for an additional three (3) months. Written notice of the extension shall be given to the Union. Temporary staff are not covered by this Agreement.

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

## **ARTICLE 5. PROBATIONARY EMPLOYEES**

Section 1. Newly hired full-time Employees shall be considered probationary for a period of ninety (90) calendar days of continuous active employment from the date of employment, excluding time lost for sickness and other leaves of absence. Part-time Employees and per diem employees shall be considered probationary for a period of five hundred (500) hours of continuous active employment from the date of hire. Time lost for sickness and other leaves of absence shall not be counted toward completion of the probationary period.

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

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

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

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

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

## **ARTICLE 6. UNION RIGHTS**

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

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accordance with, and as limited by, the provisions of this Agreement and applicable law.

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

Section 2. A Union Staff Representative having contract administration responsibilities shall have reasonable access to Hospital facilities in which Employees are employed for the sole purpose of administering this Agreement. The Union shall promptly provide the Hospital with a written list of such representatives and of any changes immediately thereto during the term of this Agreement. Before such a visit, the Union Staff Representative must first, at least two (2) calendar days in advance, request permission of the Hospital's Human Resources Director or his/her designee by telephone or email of the fact of and the proposed timing of their intended visit, its general nature, and the area(s) they intend to visit. Such request will not be unreasonably denied. Such business shall not under any circumstances interfere with the Hospital's operations in any way, specifically including, but not limited to the Hospital's delivery of patient care services and shall not occur during an employee's working time.

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

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

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

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

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### Section 7.

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

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

Section 8. No Union business meetings shall be held on the premises of the Hospital's facility any time.

## **ARTICLE 7. BULLETIN BOARDS**

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

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

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notice, bulletin or other writing, of any kind whatsoever, on the Union's bulletin boards, or elsewhere at the Employer's premises.

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

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

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

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

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

## **ARTICLE 8. PERSONNEL FILES**

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

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

Section 3. An Employee may make written comments in response to any discipline imposed upon the Employee, and/or in response to the Employee's performance review, and the Human Resource Department shall include any such written comments in the Employee's personnel file, provided that the written comments are submitted to the Human Resources Department within seven (7) calendar days following the date the Employee is first informed of the discipline and/or the performance review is conducted, and provided that the

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written comments are not vulgar, obscene, defamatory, or similarly inappropriate

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

## **ARTICLE 9. NO STRIKE - NO LOCKOUT**

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

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

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

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

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

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

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

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

- (a) Advise the Employer in writing, immediately, that such conduct by the Employees has not been called or sanctioned by the Union;
- (b) Notify the Employees of its disapproval of such conduct and instruct such Employees to cease such conduct and return to work immediately;
- (c) Post notices at appropriate locations advising that it disapproves of such conduct, and instruct Employees to return to work immediately.

## **ARTICLE 10. DISCIPLINE AND DISCHARGE**

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

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

Section 3. When an Employee reasonably believes an interview with management may result in a determination of discipline, the Employee may ask for a Union representative. Under such circumstances, the Employer will grant the Employee's request in the event that the interview is not unreasonably delayed. However,



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participation by the Union representative will not be permitted to interfere with the Employer's investigation. Time spent by Union representatives in such disciplinary interviews shall be uncompensated unless such interviews must be conducted on the representative's shift.

Section 4. The Employer will notify the union in writing of any discharge by mailing or emailing notice of such discharge within two (2) regular working days from the time of discharge. The notice shall be considered given on the date mailed or emailed.

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

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

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

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

## **ARTICLE 11. GRIEVANCE PROCEDURE**

Section 1. A grievance shall be defined as a claim of an Employee covered by the Agreement, or the Union, during the term of the Agreement, which involves the interpretation of, administration of, or compliance with an express provision of this Agreement.

Section 2. Prior to the filing of a written grievance, nothing contained in this Article shall prevent any Employee with or without a Union representative from informally and verbally presenting and resolving any grievance herein, in which event the resolution shall be

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final and binding upon all parties, and thus shall not be subject to arbitration pursuant to Article 12 of this Agreement. However, such a presentation of a grievance by an Employee shall not extend the time limit for filing a grievance, set forth in Section 3 of this Article, unless an extension is agreed to by the Parties, and signed by the Parties. In the event the matter is not resolved, the Employee and/or the Union steward may present a formal written grievance in accordance with Section 5.

Section 3. All grievances must be submitted to the Employer in writing, on a form as provided in Appendix 1, within seven (7) calendar days after the event or events giving rise to the grievance occurred or within seven (7) calendar days after those events reasonably could have been known. However, no grievances, other than those involving Employee discharges, may be filed by the Union or an Employee(s) for any alleged event or claim occurring within thirty (30) calendar days from the date of termination of this Agreement.

Section 4. Any grievance investigation shall occur during non-working time and in non-working areas.

Section 5. Grievances shall be processed in the following manner:

Step 1: Grievances shall be presented, in writing, to the Employee's immediate supervisor or his/her designee on a form as provided in Appendix E. A grievance meeting shall be scheduled on a date agreed upon by the parties within seven (7) calendar days following submission of the Grievance. Such grievances must identify 1) specific contract Article(s) and Section(s) violated, 2) the Employer representatives, if any, or other staff and/or persons involved, 3) a comprehensive description of the claimed violation and the manner in which the contract was violated, to include but not be limited to the date and time of the claimed violation and witness(es) to the claimed violation, 4) the specific damage(s) the Employee(s) incurred and 5) the specific relief requested for each Employee(s) impacted. The grievance shall also have, as attachments to the grievance, all documents in the possession and/or control of the Employee(s) and/or Union which pertain to the grievance. Such grievance shall be signed by an authorized Union representative and the Employee(s) involved, and include a certification as to the truth of the facts asserted in the grievance. A discussion of the grievance shall be held within ten (10) calendar days of receipt of the grievance. For purposes of a discussion of the grievance, the Employee may be accompanied by no more than one authorized Union

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representative. The written answer of the Employee's supervisor or his/her designee shall be made available to the grieving Employee within ten (10) calendar days of the Step 1 discussion. In the event the Union or the Employee fails to adhere to the grievance process, the grievance shall be deemed closed.

If the problem is not mutually resolved at the first step, the grievance shall be presented in writing to the Employer as set forth in Step 2.

Step 2: If the grievance is not resolved at Step 1, the grievance then shall be presented to the Chief Nursing Officer or his/her designee within seven (7) calendar days after the receipt by the union representative of the written answer submitted following Step 1 of this procedure. The matter shall be discussed by the Chief Nursing Officer or his/her designee with the aggrieved Employee and the Union representative, within ten (10) calendar days of receipt of the grievance. The Chief Nursing Officer or his/her designee, as the case may be, shall render a decision in writing to the Union representative within ten (10) calendar days of the Step 2 discussion.

Step 3: If the grievance is not resolved at Step 2, the grievance then shall be presented to the Human Resources Director or his/her designee within seven (7) calendar days of the receipt by the Union representative of the Step 2 answer. The matter shall be discussed by the Human Resources Director or his/her designee with the aggrieved Employee and the Union representative, within ten (10) calendar days of receipt of the grievance by the Human Resources Director or his/her designee. The Human Resources Director shall render a decision in writing to the Union representative within ten (10) calendar days of the Step 3 discussion.

Section 6. Any grievance not answered within the specified time periods may be appealed to the next Step of the grievance procedure immediately. Grievances may be entertained at any Step by the mutual consent of the parties in writing. Class action grievances, i.e., those involving a substantial number of Employees and involving precisely the same issues and circumstances, shall commence at Step 3. The time limits may be changed at any Step by the mutual consent of the parties in writing. Failure by the Union or the grievant to comply with any time limitations including those relating to an arbitration demand will close the grievance.

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Section 7. Any time limit imposed upon the handling of grievances shall commence on the date of receipt. If the last day (only) of any time limit is on a Saturday, Sunday or contract holiday, then it shall be extended until the Hospital's next regular work day.

Section 8. The Union shall provide the Human Resources Director with written notice of all Union representatives who may be involved in the grievance process within seven (7) days of ratification of this Agreement, on January 1 and July 1 of each year or immediately upon a modification to such representatives of the Union.

## **ARTICLE 12. ARBITRATION**

Section 1. If no mutually satisfactory resolution of a grievance is reached at the conclusion of Step 3 of the Grievance Procedure, and the Union intends to arbitrate the grievance, the Union shall give notice of its desire to arbitrate the grievance, under the then applicable rules of Voluntary Labor Arbitration, by sending a notice to the American Arbitration Association (AAA) in Philadelphia, PA , and simultaneously mail and email an electronic version of such letter to the Employer's Human Resources Director within ten (10) calendar days after receipt of the Step 3 answer, which notice:

- (a) Requests arbitration, identifying the grievance and including whatever forms are required by the AAA; and
- (b) Requests the AAA to send to each party a list of fifteen (15) arbitrators. The parties will select in accordance with the AAA Labor Arbitration Rules.

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

Section 2. The arbitrator's jurisdiction shall be exclusively confined to consideration of the facts and circumstances giving rise to the grievance and the issues presented on the face of the grievance. The arbitrator shall have the authority only to interpret the provisions of this Agreement and shall have no authority to add to, modify or change any of the provisions of this Agreement. The arbitrator shall have the authority only to deny or uphold the grievance as it is literally presented by the Grievant on Appendix E, in accordance with Section 5, Step 1 of

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Article 11 of this Agreement. Damages, if awarded, shall be reduced by the amount of the grievant's receipt of unemployment compensation benefits, worker's compensation benefits, earnings from another source, employment or otherwise, and/or the grievant's failure to mitigate by seeking employment and/or earnings from another source. Failure by the grievant to substantiate the seeking of employment and/or earnings from another source at the Arbitration hearing must be interpreted by the Arbitrator as a failure by the grievant to have sought employment and/or earnings from another source, thereby directly tolling damages in their entirety.

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

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

Section 5. Neither the Union nor the Hospital may file a notice for Arbitration, or seek any other legal remedy, for alleged violations of this Agreement (as identified in Article 11, Section 1 of this Agreement, and as identified in Article 11, Section 9 of this Agreement, respectively) within thirty (30) calendar days of the date and time of the termination or expiration of this Agreement, with the exception of a grievance alleging wrongful termination of an Employee's employment with the Hospital.

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

## **ARTICLE 13 SENIORITY**

### Section 1. Definition

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

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

#### Section 2. Accrual

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

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

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

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

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

(a) quits, resigns or terminates voluntarily;

(b) retires;

(c) is discharged for just cause;

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

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

(f) fails to return to work within five (5) calendar days of recall from layoff after verbal notification, email notification or written

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notice to return to work has been communicated by the Employer to the phone number, mailing address or email address in the Employee's Personnel file;

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

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

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

#### Section 4. Application

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

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

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

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

#### Section 5. Layoff

(a) In the event the Employer decides to eliminate a position or to permanently reduce the number of Employees within a department or unit, classification, shift and category of employment, the Employer shall notify the Union and the affected Employees no less than ten (10) calendar days in advance of the layoff. The Employer shall meet with the Union and the affected Employees as soon as practicable after providing notice to the Union. In lieu of the notice, the Employer shall pay the affected employees for any scheduled shifts during the notice period.

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

(c) Non-probationary Employees within department or unit, and category of employment (i.e., full-time or part-time,) shall be the next to be laid off in the inverse order of bargaining unit seniority. In the case of a layoff within a classification, within a nursing unit, nurses who are evaluated at less than 3.0 on the most recent evaluation would be laid off first in seniority order. Thereafter, employees will be laid off in seniority order.

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

#### Section 6. Recall

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

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



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

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

#### Section 7. Transfer, Job Posting and Bidding

(a) Where a vacancy in a bargaining unit job occurs and the Employer determines to fill the position, the Employer shall post a notice of such vacancy in the manner it ordinarily uses for notices to bargaining unit Employees for a period of not less than five (5) working days, excluding weekends and holidays, before the vacancy is filled. The notice shall include the classification, the employee status, forecasted hours per shift and forecasted hours per pay period. Job descriptions shall be available in the Human Resources Department. Qualifications shall be the required skills, license, certification, education, experience, competencies, and ability to perform in the position at the required level with normal orientation to the unit and its procedures.

To be eligible for consideration, Employees must file an application to fill a posted vacancy during the posting period in the manner ordinarily used for filing such applications. The Employer may disqualify an applicant who has less than one year of service in his/her current position. The Employer will fill the vacancy by selecting the most qualified applicant (internal or external) on the basis of comparative qualifications, skill, ability, education, experience, seniority, competencies and documented disciplinary history. The Employer's decision shall not be arbitrary or capricious.

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

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

(d) When the Employer determines that a permanent transfer of Employees is required to a different unit, shift, or schedule within a

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

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

## **ARTICLE 14. LOW CENSUS STAFFING**

Section 1. Notwithstanding Article 13, "Seniority," the Employer retains the discretion to temporarily reduce staffing on a given unit and shift due to decreased census (or volume), subject to the following order of reassignment.

(a) Casual, temporary, per-diem and agency staff (provided the Employer is not required to pay the Agency nurse for the shift), and regular Employees working overtime and regular part-time employees working extra shifts will be reassigned or canceled;

If the Agency Nurse agrees to a mutual cancellation or can be reassigned to another unit in which the nurse is competent and for which a need exists, he/she shall be cancelled or reassigned, before a full-time or part-time nurse on the unit is cancelled out of a regular, scheduled shift.

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(b) In cases of low census, Employees in the affected unit and shift may request the day off on a rotating basis. Such Employees may apply any accrued paid time off excluding IPT or may take an unpaid absent day. The option for requesting time off shall be granted by employee seniority;

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

(c) In the event further reductions are needed and temporary reassignments set forth in Article 15 are not available, the Employer may cancel on a rotating basis the least senior (bargaining unit seniority) Employee within the unit and shift. In any event, the Employer may retain qualified staff needed to perform the remaining work. \_Where an employee volunteers for a shift cancellation due to low census, the voluntary cancellation shall count in the rotation the same as an involuntary cancellation.

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

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

Section 3. In cases of a low census, a unit may place one (1) nurse who is being cancelled on call. The Hospital will first seek volunteers. If there are no volunteers, the least senior affected nurse on the affected unit will be placed on call, thereafter the call assignment shall be rotated by seniority.

On day shift, the nurse placed on call may be call back to work at 3:00 PM and will be called no later than 1:00 PM as to whether she/he will be needed for that four hour block. If needed, on call pay will

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continue until the nurse reports to work. If not needed, on call pay will cease upon receipt of the call. The same process will apply for night shift with notice by 9:00 PM to report by 11:00 PM, or be released for the full shift. The nurse on call cannot be called in except for the periods designated in this paragraph.

## **ARTICLE 15. FLOATING**

Section 1. If the Hospital finds it is necessary to float nurses to other units it first shall solicit qualified volunteers (if available) from the affected unit(s). If there are an insufficient number of qualified volunteers, nurses shall be floated in inverse order of seniority on a rotating basis. Each unit will maintain a log of nurses who were floated to where. Except in an emergency, nurses will not be floated within the first six (6) months of employment.

Section 2. Where it is necessary to float nurses from one unit to another, nurses will be given direct patient care assignments for which they are qualified following the discussion/orientation in Section 3 below.

Section 3. When a nurse first is floated to another unit, the unit Director or designee shall provide the following:

- (a) Meet with the reassigned nurse to discuss the assignment and to assist in offsetting any lack of familiarity with unit processes and work flow.
- (b) Provide the unit Quick Reference Guide to the reassigned nurse;
- (c) Provide an environmental orientation if needed.

Section 4. Except as set forth in Section 5, nurses will not be floated to OR, OB, ED or PACU or CBM, CVIR or Oncology unless they worked on the unit in the last six (6) months. Similarly, nurses will not be floated from these units except in an emergency.

Section 5. The following are examples of floating situations in which the nurses to be floated would ordinarily be considered qualified for assignments on the units to which they are being floated:

- (a) ICU to PCU, 6<sup>th</sup> Floor, 5<sup>th</sup> Floor or Ortho, and CBM (if cross-trained).

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(b) PCU to ICU (if cross-trained), 6<sup>th</sup> Floor, 5<sup>th</sup> Floor or Ortho, and CBM (if cross-trained).

(c) 6<sup>th</sup> Floor to PCU, 5<sup>th</sup> Floor or Ortho, and CBM (if cross-trained).

(d) 5<sup>th</sup> Floor to PCU, 6<sup>th</sup> Floor or Ortho, and CBM (if cross-trained).

(e) Ortho to PCU, 6<sup>th</sup> Floor or 5<sup>th</sup> Floor, and CBM (if cross-trained).

Med.-Surg. Nurses and Ortho Nurses floated to a telemetry unit will either be co-assigned with a unit-based RN to share an assignment and/or will be utilized to assist with patient care needs within the scope of their practice/competency.

Med.-Surg. Nurses and Ortho Nurses who are competent to care for telemetry patients can take a full assignment. ACLS Certification and Basic Dysrhythmia training shall be deemed to establish telemetry competency.

Section 6. Where floating is needed, it shall normally occur during the first hour of a shift, but the parties recognize that events may occur which necessitate a reassignment later in a shift. Issues related to floating after the first (1<sup>st</sup>) hour of a shift may be discussed in Labor Management meetings.

Section 7. A nurse shall not normally be reassigned twice within a shift. A return to a nurse's home unit shall not be considered a reassignment.

Section 8. Normal levels of absence, unfilled shifts on a schedule, and normal variations in census do not constitute emergencies as set forth in Section 4.

Section 9. Cross-training criteria will be developed in the Unit Practice Councils described in Article 16.

## **ARTICLE 16. COUNCILS**

### **I. Shared Governance Council:**

Section 1. The Hospital shall establish a Shared Governance Council which shall be comprised of the following:

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- The Unit Practice Chair for each clinical unit. In the event the Chair is unavailable to attend the Shared Governance Council, the Unit Council Co-Chair may attend as an alternate;

- The Co-Chairs of the Clinical Practice Committee;

- The Co-Chairs of the Nursing Performance Improvement Council;

- One (1) Director and one (1) Manager, each selected by nurse leadership;

- The Director of Education or designee;

- The Professional Practice Director;

- The H.R. Director or designee.

The Chief Nursing Officer shall serve as an executive sponsor.

The Council shall be chaired by the Director of Professional Practice and co-chaired by a Shared Governance Council member as chosen by the Committee.

Section 2. The purpose of the Shared Governance Council shall be to provide recommendations to Nursing Leadership pertaining to the following areas:

- Coordination of shared governance activities related to other councils.

- Evaluation of shared governance effectiveness and provide recommendations for improvement where applicable; and hold members of the various councils accountable for expected participation and associated council member responsibilities.

- Monitor nursing empirical outcomes that are chosen by Nursing Leadership and providing ideas to improve outcomes.

- Provide input into ideas designed to improve the patient and employee experience.

- Address/refer issues and opportunities for improvement to Nursing Leadership, committees and teams.

- Provide recommendations to management on items related to the following areas:

- Professional practice activities.

- Clinical quality.

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- Professional Development.
- Recognition of staff.

Section 3.

(a) The Council shall meet for up to two (2) hours per month.

(b) The Council shall recommend its Committee Charter to the CNO for approval. The Charter shall be reviewed/updated annually.

(c) The agenda for the following meeting shall be created by the Co-Chairs (and facilitator) at the end of the meeting for review and approval by the Director of Professional Practice. The agenda shall be distributed to the members one (1) week in advance of the meeting.

(d) Minutes of meetings will be taken by Council members on a rotating basis and distributed to members and CNO for review and approval within seven (7) days' of the meeting. Upon approval, the Minutes will be posted for staff.

Section 4. Council members will be released to attend Council meetings. If an hourly employee on the Council is not working when the meeting occurs, the employee will be paid his/her hourly rate to attend the meeting.

## **II. Unit Practice Council:**

Section 1. The Hospital will establish a Unit Practice Council ("UPC") for each clinical Unit. For larger units, the UPC membership will consist of twenty percent (20%) of Unit staff and be representative of all skill sets, all shifts. For small units, membership shall be representative of the skill sets and shifts of the Unit. To be eligible to be elected, the employee must meet the following requirements.

- Have a minimum of one (1) year of direct care experience on the Unit;
- Have a most recent performance evaluation of meets requirements or better.
- Have no active discipline.

Members of a UPC must be selected by their peers annually.

An Educator or designee shall serve as the UPC facilitator.

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Section 2. The Chair and Co-Chair of the UPC shall be clinical nurse members of the UPC and will be selected by Council membership. The Chair and Co-Chair shall serve one (1) year term.

The Chair shall serve as a member of the Shared Governance Council.

Section 3. The Nurse Director/Manager of the Unit shall be a sponsor/advisory member to the UPC. Any recommendations from the UPC shall be submitted to the sponsor.

Section 4. The purpose of the UPC is:

(a) To review nursing quality outcomes and to make recommendations to Management that are “evidence based” practice improvements designed to improve outcomes to meet and exceed national benchmarks and to implement recommendations approved by Management.

(b) To coordinate educational needs, assessments and competency validation process in conjunction with their Education facilitator and make recommendation(s) to Management based upon these assessments.

(c) Coordinate Professional Development program of staff as approved by Management.

(d) Make recommendations to Management regarding activities to support improvement on its Unit practice environment and implement any approved recommendation.

Section 5.

(a) The UPC shall create its Committee Charter subject to Management’s review and amendments. The Charter shall be updated annually.

(b) The UPC shall meet monthly for a minimum of one (1) hour but not to exceed two (2) hours.

(c) The Chair, Co-Chair and Facilitator, with input from the Director/Manager, will establish the meeting agenda and distribute it to Council members one (1) week in advance.

(d) Minutes will be taken at each meeting on a rotating basis among members and will be distributed for review and approval to all Council members, including the Director/Manager, within ten (10) days’



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of the meeting. Upon the Minutes being approved, the Minutes will be posted for all Unit staff.

(e) Each Council member will be assigned an equal number of staff with which to communicate about UPC issues and to receive concerns to be presented to the UPC consistent with its Charter.

(f) Council members will be released to attend Council meetings. If an hourly employee on the Council is not working when the meeting occurs, the employee will be paid his/her hourly rate to attend the meeting.

### **III. Performance Improvement Council**

Section 1. The Hospital will maintain a Nursing Performance Improvement Council comprised of the following:

Chief Quality Officer

Chief Nursing Officer

Risk Manager

Director of Education

A Nurse Director from each clinical unit

A Staff Nurse from each clinical unit

Each clinical unit will elect the staff nurse to serve on the Council subject to the following criteria:

- The Nurse must have a minimum of one (1) year direct care experience on the Unit;
- The Nurse must have a “Meets Requirements” or better on the most recent performance evaluation.
- The Nurse must not have any active discipline.
- Nurses will be selected annually by their peers on the Unit.

Section 2. The Council will be chaired by Co-Chairs who serve a one (1) year term. The Co-Chairs shall be a Clinical Nurse elected by Council membership and a Nurse Leader elected by the Leadership Team.

The Co-Chairs will serve on the Shared Governance Council.

The Chief Quality Officer shall also serve as a facilitator on the Council.

Section 3. The function of the Council shall be as follows:

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- Coordinate nursing quality and safety improvement initiatives providing feedback and recommendations to management.

- Provide feedback and recommendations to management that aligns nursing quality improvement priorities with organizational strategic quality initiative.

- Provide staff education regarding quality indicators, outcomes, benchmarks, and improvement initiatives.

Section 4. (a) The Council will meet up to two (2) hours each month.

(b) The Council shall create a Charter for approval by the CNO and shall update it annually.

(c) An agenda shall be created by the Co-Chairs and facilitator, reviewed and approved by CNO, and disseminated to Council members one (1) week in advance of meeting.

(d) Minutes shall be taken at each meeting on a rotating basis among the Council members. Minutes shall be distributed to Council Members for approval within ten (10) days of the meeting. Once approved, the Minutes will be posted for staff.

(e) All reports and presentations for meetings must be submitted to the CQO's administrative assistant at least one (1) week prior to the meeting.

Section 5. Staff nurses on the Council who are working at the time of the meeting will be released to attend the Council meeting. Staff nurses who are scheduled off when the meeting occurs will be paid their hourly rate to attend.

#### **IV. Clinical Practice Council**

Section 1. The Hospital will maintain a Clinical Practice Council comprised of the following:

- A Facilitator – Educator appointed by the Director of Education.

- One Manager appointed by the CNO.

- One Director appointed by the CNO.

- One Staff Nurse from each clinical unit. Each clinical unit will elect the Staff Nurse to serve on the Council subject to the following criteria:

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- The Nurse must have a minimum of one (1) year direct care experience on the unit.
- The nurse must have a meets requirements or better on the most recent performance evaluation.
- The nurse must not have any active discipline.

Section 2. The Council will be co-chaired by a Staff Nurse selected by the CPC Staff Nurse members and by a Nurse Leader selected by the Nurse Leader on the Council.

Section 3. The CPC shall meet monthly up to four (4) hours per month. However, until the Councils listed in Article 16 are formed and meeting the CPC will meet monthly up to eight (8) hours.

Section 4. The purpose of the CPC is as follows:

- Ensure clinical practice is evidence based.
- Provide oversight for nursing policies, procedures, protocols, and practice standards and provide improvement recommendations to management.
- Ensure clinical nursing practice is aligned with hospital strategic priorities providing recommendations to management to address any misalignment issues.

Section 5. (a) The CPC shall create its Committee Charter subject to Management's revision and amendments. The Charter shall be updated annually.

(b) The Chair, Co-Chair and Facilitator, with input from the CNO, will establish the meeting agenda and distribute it to Council members one (1) week in advance.

(c) Minutes will be taken at each meeting on a rotating basis among members and will be distributed for review and approval to all Council members and CNO within ten (10) days of the meeting. Upon the minutes being approved, they will be posted for all staff.

(d) Council members will be released to attend Council meetings. If an hourly employee is not working when the meeting occurs, the employee will be paid his/her hourly rate to attend.

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**ARTICLE 17.  
NON-DISCRIMINATION**

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

**ARTICLE 18.  
HOURS AND OVERTIME**

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

Section 2. Employees may be hired to work on an hourly or salaried basis.

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

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

(c) Full time Employees with FTE status of 1.0 shall normally work forty (40) hours over a one-week period. The above defines the normal hours of work barring a layoff, reduction in hours or

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modification of shift times in accordance with this Agreement and shall not be construed as a guarantee of hours.

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

Section 3. Consistent with the needs of the Employee's department/unit and with patient care needs, which shall at all times prevail, Employees who are required to work through a scheduled meal may thereafter combine that meal break with other meal break on that shift, provided she/he first procures supervisory approval.

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

Section 5. This shall not diminish the Employer's rights under Article 14, "Low Census Staffing."

Section 6. The Hospital shall, whenever practicable, schedule regular full-time and part time employees so they shall have every other weekend off, unless the Employee was hired to work more weekends or accepts a position requiring a greater number of weekend shifts. Employees may switch weekend duty with others so long as the supervisor approves of the changes in advance and no overtime is needed.

Section 7. Employees working in excess of forty (40) hours in any given week shall receive one and one-half (1½) their regular straight time hourly rate only for actual hours worked (as defined in Section 8, below). Salaried Employees shall not be paid on an hourly basis and shall not receive overtime.

Section 8. For the purposes of determining "hours worked" in order to compute overtime, scheduled or unscheduled ETO, IPT, holidays, bereavement hours and jury duty and time spent in court on

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behalf of the employer shall not be included along with actual hours worked.

Section 9. There shall be no pyramiding of overtime and/or holiday premium pay.

Section 10. Employees must have all overtime approved by the Department Manager or Designee prior to working overtime. Where emergency circumstances make this impossible, the Employee must obtain approval as soon as practicable.

Section 11. Notwithstanding Section 1 above, the current scheduling practices shall be maintained, as it relates to shifts greater than eight (8) hours, in areas of the Hospital, where Employees work, to which these shifts are applicable.

Section 12. The Employer shall schedule its regular full-time and regular part-time Employees per its normal scheduling procedures before offering shifts to per diem and Agency Employees. As part of those normal scheduling procedures, the Employer shall, at least seven (7) calendar days before the posted schedule is finalized, on a departmental (unit or other applicable) basis, make and post a list of additional shifts which it knows are open.

Full time or part time Employees in that department (or unit or other applicable category) may then select from amongst those open shifts so long as doing so will not result in her/his being paid overtime pay for such shift(s).

After Employees from that department (or unit or other applicable category) have selected from amongst such open shifts (provided no orientation is needed), qualified full-time or part-time employees from other units may then select from amongst those shifts, so long as doing so will not result in the payment at overtime for any employee working on any such open shift(s), or the other shifts that employee is working during that pay period and provided the employee has the skill, ability, experience and competencies to work in the unit without orientation.

After steps (a) and (b) if there are additional shifts that will result in overtime pay remaining, these shifts will be awarded as evenly as possible to the nurses who have signed up on the needs list. In order to resolve any disputes about equity in assignment, needs lists and records of actual assignment shall be maintained for six months and made

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available to the Union upon request on each unit. In no event will employees be paid for time not worked.

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

Section 1.        Shift Differentials

(a)        Where a majority of worked hours in a shift occur after midnight but before 0800, nurses will be paid a shift differential for the entire shift of \$3.00/hour.

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

(c)        The above differentials do not apply to nurses enrolled in the per diem program nor in the weekend program.

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

(e)        When an evening shift employee who is scheduled for evening shift is flexed or sent home by their supervisor, the employee will be paid shift differential on non-productive time. This shall also apply to an employee who rotates shifts when he/she is working the evening or overnight shift.

(f)        No shift differential is paid for IPT.

Section 2.        On-Call

(a)        Where the Hospital determines that On-Call is required for a Unit or Department, the requirement shall be rotated among the employees. Employees may swap On Call requirements if requested in writing and approved in writing by the Manager. Employees will receive \$3.00/hour while serving On-Call. On-Call pay for RN First Assists in the OR shall be \$4.00/hour.

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

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(c). If an employee is called in to work, the employee must report and be ready to work within 30 minutes of being called in.

- Travel time is not counted towards time worked.

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

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

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

(g) Rest Time – Employees who are called in and work the majority of the twelve (12) hours prior to the start time of their scheduled shift who wish to use “rest time” may do so for up to six (6) hours and must notify the supervisor prior to leaving the hospital. When employees who are on call and are called into work whereby they work such that they will not have six (6) hours out of their clinical duties before their regular shift, the Hospital may require that the employee have six (6) hours of rest before returning to work. “Rest time” is defined as an employee using banked holiday, ETO time or unpaid time for a scheduled shift in lieu of working their scheduled shift due to safety concerns, *i.e.*, not enough rest between shifts.

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

- Start work at their scheduled start time and leave after working a minimum of half of their scheduled shift; or
- Come in up to six (6) hours after their scheduled start time and work the remainder of their shift.

(h) Employees can use banked holiday time or ETO time, if available, to cover scheduled time not worked or take the time as unpaid.

(i) “On call” will not be used to fill “Extra Shift” opportunities or holes in the schedule. On call will not be used for change in the census or holes in the schedule for units that do not have on call as part of their job.



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### Section 3 – Preceptor and Charge Pay

Effective the first full pay period after ratification, Preceptor pay shall be uniform at \$1 per hour and Charge pay shall be uniform at \$1 per hour.

Twelve (12) months following implementation of the “PREP” program, the Hospital will no longer pay Charge or Preceptor pay as those functions are contained within the Level III requirements. However, if there are insufficient Level III nurses under PREP to perform these functions in any given unit, the Hospital will continue to pay Charge and Preceptor pay to Level II nurses who perform these functions.

Section 4. Any differential which an Employee currently receives not specified herein shall be maintained for the term of the Agreement.

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**ARTICLE 20.  
REGISTERED NURSE PER DIEM AND WEEKEND WORK  
PLANS**

<b>PER DIEM 48-HOUR PLAN</b>		
<b>Shift</b> Day	<b>Pay Rate</b> \$39.44	Requirements include: <ul style="list-style-type: none"> <li>• Normally scheduled to work 48 total hours per 4-week schedule that will include:</li> <li>• Work two (2) full weekend shifts in the same 4-week schedule.</li> <li>• Work every other holiday. If the employee's regularly assigned unit is closed on the required holiday, the employee may be required to work the day before and after the holiday.</li> <li>• +\$2.00/hour differential for weekend shifts (For the purpose of this program, the weekend is defined as 7:00 pm Friday – 7:00 am Monday). The Hospital, upon thirty (30) days' notice to the Union, shall have the right to terminate this differential.</li> <li>• Employees who fail to work the required hours of the Per Diem 48 Hour Plan in any 4-week schedule, for any reason, may be transferred to the General Per Diem Plan 24 Hour Plan by the Employer. Such decisions are not subject to the Grievance and Arbitration provisions of the collective bargaining agreement.</li> <li>• PERI-OP staff may be required to take On-Call, dependent on departmental needs, for 12-hour shifts during week and up to 24 hours on weekend.</li> </ul>
Evening	\$42.44	
Night	\$45.44	
<b>GENERAL PER DIEM 24 HOUR PLAN</b>		
<b>Shift</b> Day	<b>Pay Rate</b> \$34.19	Requirements include: <ul style="list-style-type: none"> <li>• Normally scheduled to work 24 hours in a 4-week schedule that will include.</li> <li>• One (1) weekend shift, depending on unit needs, in the same 4-week schedule.</li> </ul>
Evening	\$37.94	

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Night	\$39.44	<ul style="list-style-type: none"> <li>• Work one (1) winter and one (1) summer holiday. (Winter: Thanksgiving, Christmas, New Year's Summer: Memorial Day; July 4<sup>th</sup>; Labor Day). If the employee's regularly assigned unit is closed on the required holiday, the employee may be required to work the day before and after the holiday.</li> <li>• +\$2.00/hour differential for weekend shifts (for the purpose of this program, the weekend is defined as 7:00 pm Friday – 7:00 am Monday). The Hospital, upon thirty (30) days' notice to the Union, shall have the right to terminate this differential.</li> <li>• PERI-OP staff may be required to take On-Call, dependent on departmental needs, for 12-hour shifts during week and up to 24 hours on weekend.</li> </ul>
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WEEKEND PREMIUM WORK PLAN		
Weekend is defined as 7:00 p.m. Friday to 7:00 a.m. Monday		
<b>Rotation</b>	<b>Shift &amp; Pay Rate</b>	Requirements include:
3/4 Plan (3 weekends per month)	\$43.25/hr. – Days \$46.25/hr. – Nights	<ul style="list-style-type: none"> <li>• One (1) year commitment to program with one Plan change within the year of commitment. The commitment includes the Employee working all Paid Holidays that fall on a weekend.</li> </ul>
4/4 Plan (4 weekends per month)	\$47.25/hr. – Day \$49.25/hr. - Nights	<ul style="list-style-type: none"> <li>• 3/4 and 4/4 Plans receive benefits per the below table.</li> <li>• When working an extra shift during the week, General Per Diem rates apply.</li> </ul>

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

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For years 2 and 3 of the contract, nurses in the per diem or weekend program shall earn increases as per Article 25, Section 2, 3 and 4

#### Requirements and Eligibility:

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

#### Schedule Requirements:

- Per Diem Plan employees will be scheduled by the Employer to fill vacant shifts in the Hospital schedule after full-time and part-time employees have been attempted to be scheduled up to their FTE status.
- Per Diem Plan Employees must notify their supervisor or his/her designee of any absence at least two (2) hours prior to the start of the Employee's scheduled shift.
- The Hospital will provide Day shift Per Diem Plan employees no less than one (1) hours' notice of shift cancellation and no less than two (2) hours' notice will be given for night and evening shift cancellation. Notice of cancellation

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will be considered to have been given when a telephone call is made by the supervisor or his/her designee to the Employee. In the event the phone is not answered or a message is left on an answering device, the notice of cancellation is valid notice. Calls will be made to the contact phone number in the Employee's personnel file.

- If a Per Diem Plan Employee's holiday shift is cancelled by the Hospital, it will be considered a holiday worked for scheduling purposes, although Per Diem Plan Employees may request to work another holiday.

- If a Per Diem Plan Employee fails to work a required holiday, he/she will be required to work an additional holiday at the discretion of his/her supervisor.

- Per Diem Plan Employees may be required to take call for the unit based upon the needs of the unit.

- Weekend Plan Employees who work extra shifts during the week or work extra weekend shifts will be paid the General Per Diem Plan rate.

Compensation:

- Per Diem Plan Employees will be compensated according to the specific Plan to which they have been assigned by the Employer.

- Per Diem and Weekend Plan Employees will be paid overtime only for all hours worked over 40 in one week.

- Per Diem Plan Employees who work required holidays shall be paid time and one-half of their per diem rate for the required Holiday. Per diem plan employees who work additional Holidays will be paid time and one-half at the general per diem rate for work performed on those additional Holidays. Per diem employees shall take on call as per Article 19.

Benefits:

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

- Employees in the weekend plan are eligible for benefits as per the schedule below.

Resignation, Termination and Plan Change Requests:

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- In the event that an Employee would like to apply to change Plans, e.g. from a Per Diem 24 Hour Plan to a Per Diem 48 Hour Plan or a 4/ 4 Weekend Plan to a 3/ 4 Weekend Plan, the Employee must submit their request in writing to the Human Resources Director at least eight (8) weeks in advance of their requested change. Permission of such requests is at the Hospital's discretion. An employee may not request more than one such change in a 12-month period.

- All Per Diem Employees must provide a written notice to their immediate supervisor at least four (4) weeks in advance of their resignation. Failure to do so will make the Employee ineligible for rehire for any position at the Hospital. The Employer reserves the right to provide pay in lieu of working notice to any Employee who submits a timely notice of resignation. Employees who fail to provide a timely notice may be terminated at any time by the Employer.

- Employee will be required to sign the Hospital acknowledgement form upon entering any of these plans with a commitment of one (1) year.

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**Pottstown Hospital Weekend Program RN Benefits**

<b>Benefit</b>	<b>3:4 weekends</b>	<b>4:4 weekends</b>
<b>Free Parking</b>	Yes	Yes
<b>Health/Dental/Vision Insurance</b>	Yes at .5 FTE*	Available at .6 FTE rates as per Article 33
<b>Short-Term Disability</b>	No	Covered as per Article 36
<b>Long-Term Disability</b>	No	Covered as per Article 36
<b>Tuition Reimbursement</b>	No	Maximum \$8,000/year for qualified courses/programs.
<b>Paid in-service time</b>	If attendance is required; paid at general per diem plan rate	If attendance is required; paid at general per diem plan rate
<b>ETO</b>	As per a .5 FTE*	As per a .6 FTE
<b>IPT</b>	As per a .5 FTE*	As per a .6 FTE
<b>Bereavement Time</b>	No	Yes as per Article 24
<b>Flexible Spending Account</b>	Yes	Yes
<b>403(b)</b>	Eligible to participate based on Plan requirements	Eligible to participate based on Plan requirements

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

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

Section 1. This article is to grant a Leave of Absence (LOA) for extended time away from work under certain circumstances detailed below. The Hospital will comply with all requirements under Uniformed

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Services Employment and Reemployment Rights Act (USERRA), Family and Medical Leave Act (FMLA), and applicable state law.

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

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

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

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

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

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

(e) An eligible employee may also take up to 26 work weeks of leave during a single 12- month period to care for a covered service member with a serious injury or illness when the employee is the spouse, child, parent, or next of kin of the service member. An eligible employee is limited to a combined total of 26 work weeks of leave for any FMLA- qualifying reasons during the single 12-month period.

## Section 2. Medical leave (NON FMLA)

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



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(b) Employees who have exhausted their FMLA entitlement may be granted up to twelve (12) additional weeks of medical leave in a rolling twelve (12) month

period for the employee's own serious health condition that would otherwise qualify for FMLA leave.

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

### Section 3. Personal Leave

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

#### (b) Requesting a Personal Leave

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

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

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

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

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

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

### Section 5. Definitions:

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

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

Section 6. PROCEDURE:

(a) Requesting a Leave of Absence:

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

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

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

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

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

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

(vii) The employee will receive a Designation Notice form within five (5) business days of receipt of the Healthcare Provider Certification form or other documentation as requested

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by FMLASource for leave. The designation notice will indicate approval/denial or if additional information is needed. Copies of this notice will also be sent to HR and the direct manager.

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

#### Section 7. Benefits While on Leave

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

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

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

#### Section 8. Return to Work from Leave

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

(b) If an employee fails or refuses to return to work upon the completion of a leave of absence and/or after having been certified capable of returning to work, or has had seniority terminated, the

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employee will be deemed to have voluntarily resigned his or her employment with the Hospital.

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

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

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

#### Section 9. General Leave Guidelines

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

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

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

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

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

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

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

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

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

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

#### Section 10. Intermittent Leave

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

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

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

## **ARTICLE 22. JURY DUTY**

Section 1. Employees who are called to serve as jurors will be compensated at their rate for the shift the employee is scheduled on the day they serve as a juror. This does not include "on-call" jury time when the employee is able to be at work. Day, evening and night shift employees who serve in this capacity during day shift hours except for those "on-call" will not work their shift on those days.

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

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

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

## **ARTICLE 23. MILITARY LEAVE**

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

## **ARTICLE 24. BEREAVEMENT LEAVE**

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

Section 2. Full-time employees may be granted paid time off as follows:

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

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

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

Section 4. Bereavement Leave must be taken in consecutive scheduled shifts or partial shifts.

Section 5. Regular part-time Employees (.5 to .7 FTE) may be granted 8 hours paid time off in the event of death of an immediate relative as defined in Section 2(a) above.

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

**ARTICLE 25.  
WAGE RATES**

Section 1. The following chart will specify minimums for nurses at Pottstown Hospital based upon their years of RN work experience:

YEARS OF EXPERIENCE	MINIMUM RATE
GN	\$28.50
1	\$29.00
2	\$29.58
3	\$30.25
5	\$32.30
8	\$35.30
10	\$36.80
20	\$40.30
30	\$41.80

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\*\*RNFA shall receive a Ten Dollars (\$10) per hour differential in addition to their base rate.

Section 2. Effective the first full pay period after ratification, nurses will receive two percent (2%) or the step on which they would be placed above, whichever is greater. On the second and third years of the agreement subject to Section 4 below, in the first full pay period following the anniversary date of ratification, nurses will receive the rate for their years of experience on the chart above, or three percent (3%), whichever is greater.

Section 3. In the event that the Hospital determines the need for a system-wide market adjustment for the purpose of hiring, the amount of this increase will be added to the hiring rates above.

Section 4. In the event a nurse has not received a satisfactory evaluation (3.0 or above) he or she shall not receive the scheduled wage increase. In the event a nurse has received a superior evaluation (4.3 or above), he or she shall receive an additional one percent increase (*i.e.* 4%). The evaluation shall be subject to the grievance procedure, and shall be processed at the third step, but may not be submitted to arbitration.

Section 5. In the event the Hospital hires employees above the minimum rates ten times within the life of this contract, it shall notify the Union, and the parties shall meet and discuss the need for an adjustment of the above scale.

## **ARTICLE 26. HOLIDAYS**

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

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

Section 2. Employees who work on a holiday shall be paid time and one-half (1 ½) for all hours worked on the holiday.

Section 3. Each employee as defined in Section 1 above who works the holiday and does not take the eight (8) hours within the pay



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period in which the holiday falls shall have eight (8) hours designated as “banked holiday.” Employees covered in section 1 above who do not work the holiday shall be paid eight (8) hours holiday pay.

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

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

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

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

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

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

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

Section 7. For purposes of this article, the “major holidays” are: Christmas and Thanksgiving and the “minor holidays” are Memorial Day, July 4th, Labor Day, and New Year’s Day.

Section 8. Individual units within the Hospital will develop a mechanism for submitting requests for holiday. The holiday will be deemed to take place on the day of the holiday. For overnight shifts, the time and one-half will be paid if the majority of the scheduled hours fall on the Holiday.

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**ARTICLE 28.  
EARNED TIME OFF**

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

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

PAID LEAVE PLAN		10 PLUS YEARS OF SERVICE				
FTE	HOURS PER PAY	ETO HOURS		IPT HOURS		TOTAL ANNUAL PAID LEAVE HOURS
		Per Pay	Per Year	Per Pay	Per Year	
1.0	80	8.62	224.12	3.70	96.00	320.12
0.9	72	7.75	201.5	3.33	85.58	288.08
0.8	64	6.89	179.14	2.96	76.96	256.10
0.7	56	6.03	156.78	2.59	67.34	224.12
0.6	48	5.17	134.42	2.22	57.72	192.14
0.5	40	4.31	112.06	1.85	48.10	160.16

Section 2. Priority vacation (ETO) calendars for each department shall be posted on or about February 15<sup>th</sup>. After April 1<sup>st</sup>, all

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vacation requests must be submitted six (6) weeks prior to the start of the schedule that includes the requested vacation time. Managers shall determine how many ETO slots may be taken at any one time.

Section 3. On or about April 15<sup>th</sup>, priority ETO requests for full weeks shall be granted on a rotating basis, so that priority ETO periods are not monopolized. The rotation shall begin with the employee having the greatest System seniority. Employees are not entitled to take the same priority weeks in consecutive years unless other employees have had the opportunity to bid on the week. No ETO may be scheduled between the dates of December 15<sup>th</sup> and January 2<sup>nd</sup>, unless scheduling if the Hospital permits. Subject to staffing needs, each eligible employee shall have the chance to take at least one (1) week off during the priority summer vacation period. The priority summer vacation period is defined as the period between (and inclusive of) Memorial Day and Labor Day. No employee shall be entitled to take more than one (1) week during this summer period until every eligible employee has been given a chance to take at least one (1) week off. Priority vacation calendars will attempt to have enough slots to permit each nurse to select one (1) week during summer vacation period. (Part-time employees' vacation weeks shall be based on their actual hours of work per pay period.) If there are not enough weeks available, preference shall be granted according to Bargaining Unit seniority.

Section 4. ETO requests submitted after April 1<sup>st</sup> shall be granted on a first come, first served basis. No vacation days shall be paid or approved unless a prior written request is submitted at least six (6) weeks in advance to the Department Head, except at the discretion of the Department Head. When simultaneous requests are made, Bargaining Unit seniority shall be determinative. The Employer shall provide a response to any request under this Section within seven (7) calendar days. However, the lack of such response shall not be construed as approval. In all cases, vacation scheduling shall be subject to staffing and patient care needs.

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

Section 6. No ETO may be taken until the Employee has completed her/his probationary period.

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

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

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

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

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

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

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

Section 14. An employee who changes status to a position which does not accrue ETO shall be paid out his/her accrued, unused ETO.

## **ARTICLE 29. INCOME PROTECTION TIME**

Section 1. Full-time and eligible part-time (.5 to .7 FTE) shall earn Income Protection Time (IPT) in accordance with the schedule set forth in Article 28.

Section 2. IPT shall be used to reimburse an employee for time missed due to an employee's serious medical condition as defined under FMLA and provided the employee provides the required documentation.

Section 3. If an employee is absent due to an employee's illness and the illness is a non-qualifying event under FMLA, IPT shall be used

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after the first four (4) consecutive days of absence. In the event an employee is absent due to a qualifying event under FMLA under Section 2 herein, IPT shall be applied retroactively to the first day and the employee's ETO bank shall be replenished if eligible.

Section 4. If an employee is absent for seven (7) or more consecutive days, the employee must apply for a leave of absence.

Section 5. IPT is not earned while an employee is on any leave of absence.

Section 6. To qualify for short-term disability, the employee must be out fifteen (15) days or exhaust his/her IPT, whichever is greater.

Section 7. The maximum accrual of IPT shall be as follows:

Employees who are regularly scheduled to work

80 hours per bi-weekly pay      70 days

Employees who are regularly scheduled to work

72 hours per bi-weekly pay      63 days

Eligible part-time      47 days

### **ARTICLE 30. EDUCATIONAL ASSISTANCE**

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

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

- (a) Accredited RN to BSN;
- (b) RN to MSN Bridge Program;

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- (c) BSN to MSN;
- (d) MSN to DNP;
- (e) Post-Master's certificate;
- (f) For advanced Degrees in Health Care related fields

outside of MSN or DNP, an exception may be granted at the Hospital's discretion upon approval of the CNO and Director of Human Resources.

No other program will qualify.

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

Section 3.

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

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

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

Section 5.

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

(b) Except as provided herein, if the obligation in (a) is not fulfilled due to termination for any reason or due to converting into other than full-time or eligible part-time (.5 FTE and above status), the employee is required to pay back a pro-rata portion of the reimbursement(s) based upon the number of months remaining to complete the two-year obligation(s) for the reimbursement(s). In the

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case where an employee is laid off, the repayment obligation shall be suspended during the period of layoff and shall resume at such time as the employee is recalled to work even if the employee declines the recall. Should the employee not be recalled and the recall rights expire, the obligation shall be forgiven. The Hospital is authorized to recover the reimbursement(s) as follows:

- (i) Payroll deduction from the employee's ETO payout and/or unpaid salary;
- (ii) By billing the employee for any remaining unpaid balances;
- (iii) Legal action.

#### Section 6. Application Process

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

- (a) Employees must submit an application via the Edcor Educational Assistance Program website;
- (b) The application must be submitted no earlier than 120 days before and no later than 45 days after the start of the course;
  - (i) Failure to submit an application within this timeframe will result in the rejection of the application.
- (c) The employee's manager shall have nine (9) business days to review the request.
- (d) The employee will be notified, through Edcor, of the application's status.

#### Section 7. Reimbursement

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

- (i) Employees must submit reimbursement requests via the Edcor Educational Assistance Program website;
- (ii) All reimbursement requests and appropriate documentation must be submitted within 90 days after the course has ended for the request to be considered for reimbursement;

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

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

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

(i) Final letter grade/proof of course completion;

(ii) Itemized bill.

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

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

## **ARTICLE 31.**

### **MISCELLANEOUS BENEFITS**

#### **Section 1. Certification/Recertification**

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

(b) The certifications covered herein are:

American Association of Critical Care Employees  
Board of Certification for Emergency Nursing  
Enterostomal Therapy Nursing Certification Board  
National Intravenous Therapy Association  
Oncology Nursing Certification Corp.  
National Certification Board for Perioperative Nursing, Inc.



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NAACOG-OB/GYN Employee Practitioner  
Certified Health Education Specialist  
Case Management Certification  
Others as added by mutual agreement

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

## **ARTICLE 32. HEALTH INSURANCE**

Section 1. Effective through the term of this agreement the Employer shall provide Employees with the option of selecting one (1) of two (2) Medical Plans referred to as the Preferred Plan and the Alternative Plan, a copy of the Summary of Benefits of these Plans is attached as Exhibit 1. Employees are essentially offered three (3) levels of benefit in the Preferred and Alternative Plans: 1) Tower-Affiliated Facility (Tier 1); 2) In-Network (Tier 2); and 3) Out-of-Network (Tier 3). If a service is available at a Tower-Affiliated Facility and an Employee chooses to obtain the services elsewhere, benefits will be paid at Tier 2 or 3 as appropriate.

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

Section 2. The Plans may be modified by the Employer provided the modifications apply to unrepresented Employees throughout the Tower System.

(a) Contributions for Insurance Premiums for the Preferred Plan – Effective Upon Ratification. Full-time and eligible part-time employees shall pay, twice monthly through payroll withholding, for the Plan selected by employee as well as the category of coverage, i.e., Employee Only, Employee and Spouse, Employee and Child(ren) or Family. Premium share in 1/1/19 is attached hereto as Exhibit 2. Premium share may be altered as modified below by the Hospital to the same extent as altered for unrepresented employees.

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(i) In plan year 2019, employees' premium share shall not exceed 15% of total premium for full-time and 28% of total premium for part-time and the total premium increase shall not exceed 12% of current cost.

(ii) In plan year 2020, employees' premium share shall not exceed 16% of total premium for full time and 30% of total premium for part-time and the total premium increase shall not exceed 14% of the 2019 cost.

(iii) In plan year 2021, employees' premium share shall not exceed 17% of total premium for full-time and 30% of total premium for part-time and the total premium increase shall not exceed 14.5% of the 2020 cost.

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

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

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

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

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

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**ARTICLE 33.  
FLEXIBLE SPENDING ACCOUNTS**

Section 1. The Employer shall continue to make available flexible spending accounts through which Employees may pay eligible un-reimbursed medical expenses and dependent care expenses under the terms of the Employer's plan that may be in effect from time to time. The benefit(s) identified in this Article may be changed as changed for unrepresented employees in Tower Health.

**ARTICLE 34.  
LIFE & AD&D INSURANCE**

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

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

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

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

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**ARTICLE 35.  
SHORT TERM & LONG-TERM DISABILITY INSURANCE**

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

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

**ARTICLE 36.  
EMPLOYEE ASSISTANCE PROGRAM (EAP)**

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

**ARTICLE 37.  
RETIREMENT**

Section 1. Employee Contribution and Match.

(a) Employees will be auto enrolled at 4% pre-tax contribution.

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

(ii) If employees wish to opt out they must do so within the 30 day window of hire.

(iii) Employees may increase their contribution to more than 4% or reduce the contribution to an amount lower than 4% in whole number increments.

(iv) If employees are auto-enrolled they will also be signed up for Auto increase. This means that your deferral rate will automatically increase each year (in November after 1 full

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year in the plan) until you reach 10%. You can contribute more than 10%, but the auto increase will not go above this. You can also opt out of the auto increase at any time.

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

Section 2. Core Contribution. (a) Based on the employee's years of service, Tower Health will make a core contribution into employee's 403(b) account. This is independent of employees' electing to participate in the employee contribution and match (Section 1).

Less than 5 years = 2%

5 but less than 10 = 3%

10 but less than 15 = 4%

15 but less than 20 = 5%

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

Section 3. (a) To be eligible for the benefits described above, Employees must work 1000 hours in a calendar year. The contribution described in Section 2(a) above shall be made by on or before May 1 following the calendar year in which the 1000 hours were worked.

## **ARTICLE 38.**

### **LABOR-MANAGEMENT COMMITTEE**

Section 1. – The parties agree to institute a Labor Management Committee (“the Committee”) which shall be comprised of a total of five (5) representatives each from the bargaining unit/Union, and up to five (5) representatives from the Hospital. The parties shall select their own representatives. The Committee shall meet monthly for a minimum of one hour but not to exceed two (2) hours unless extended by the Hospital and may meet specially upon mutual Agreement of the parties, to discuss matters or issues of mutual concern. The Committee shall not be a forum for the negotiation of new terms or conditions of employment under the Agreement.

Section 2. – Each party shall submit a written agenda to the other party no less than five (5) calendar days in advance of any regularly scheduled Committee meeting. If either party requests a special Committee meeting, it shall make such a request in writing at

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least ten (10) calendar days in advance of its requested date for the Committee meeting and shall include a proposed agenda. The other party shall then respond within five (5) calendar days after its receipt of the request for the special Committee meeting and proposed agenda, either by agreeing to both the meeting date/time and the proposed agenda, or by such other response as it deems appropriate.

Section 3. Staffing items and issues may be discussed as a standing agenda item of the Committee. The Committee can submit recommendations to management pertaining to staffing and issues discussed by the Committee. The Committee will be provided the data listed below to assist it on its review of same:

- National Data Base of Nursing Quality Indicators (NDNQI) Direct Care Hours (reported and reviewed quarterly or as measured by hospital).
- NDNQI Nursing Sensitive Indicators (reported and reviewed quarterly or as measured by hospital).
- Press Ganey Unit Specific Nursing Performance Data (reported and reviewed quarterly or as measured by hospital).
- RN Satisfaction data from employee engagement survey (reported and reviewed annually or as measured by hospital).
- Bedside RN turnover (reported and reviewed monthly or as measured by hospital).
- Key clinical indicators identified by hospital (reported and shared as measured by hospital).
- Productivity data (reported and shared as measured by hospital).

Section 4. The Hospital will post staffing grids on all units, and will notify the Union at least two weeks in advance of any proposed changes in the grids. At the request of the Union, at least seven (7) days in advance of the proposed change, a special Labor Management meeting will be held to discuss the changes.

Section 5. Staff nurses on the Committee who are working at the time of the meeting will be released to attend the Committee meeting. Staff nurses who are scheduled off when the meeting occurs will be paid their hourly rate to attend.

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**ARTICLE 39.  
BENEFITS UPON SEPARATION**

Section 1. Any employee separated for any reason, excluding those discharged for cause, who give proper notice shall be entitled to receive unused accrued ETO. Proper notice for Employees shall mean written notice of separation two (2) weeks prior to the last day of work. Once such notice is given by the Employee, he/she may not use unused accrued ETO.

**ARTICLE 40.  
SCOPE OF BARGAINING**

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

Section 2. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including by way of example only, fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they executed this Agreement.

**ARTICLE 41.  
EFFECT OF CONTRACT**

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

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

**ARTICLE 42.  
SEPARABILITY AND SAVINGS**

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

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

**ARTICLE 43.  
DURATION**

This Agreement shall be in full force and effect commencing upon ratification of this Agreement, and terminating at 11:59 PM on October 8, 2021.

POTTSTOWN HOSPITAL, LLC

POTTSTOWN NURSES UNITED

/s/ Rich Newell, CEO

/s/ Andrew Gaffney, PASNAP

/s/ Tony Grycewicz, HR

/s/ Lori Domin, RN

/s/ Teresa Peirce, RN, CNO

/s/ Berenice Moser, RNr

/s/ James Gallagher, RN

/s/ Cathy Bogus, RN

/s/ Schuyler Clarkson, RN

/s/ Crystal Somerset-Bruce, RN

/s/ Tric Lawlor, RN

/s/ Robin Niarhos, RN

/s/ Sue Schmeck, RN



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## **SIDE LETTERS**

### **Side Letter No. 1 – ETO**

To address concerns about employees who have accrued excess vacation time, the parties agree that following ratification employees with vacation time balances in excess of 320 hours shall be permitted to cash out up to 64 hours at 75%.

### **Side Letter No. 2 – Attendance**

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

### **Side Letter No. 3 – Wages**

The parties agree that under Section 4 of Article 25, if a nurse has received an evaluation score of 4.3 or above he or she shall receive a 4% increase or be moved to the step on which he or she would be placed in Section 1, whichever is greater.

### **Side Letter No. 4 – CAP/PREP**

The parties agree that the Hospital may implement the Tower Health CAP/PREP program at a date of its choosing. The Hospital will notify the union at least thirty (30) days in advance of the date the CAP/PREP program will be implemented.

### **Side Letter No. 5 – Case Managers**

The wage rate for case managers effective upon ratification shall be determined as follows:

The wage rate for each case manager will be determined based on the language of Article 25 converted to an annual salary. The Hospital will then average the bonus payment for each case manager for the past three (3) years, and the averages will be added to their annual salary effective upon ratification. They shall receive percentage increases in the second and third year in accordance with Article 25.





