

**AGREEMENT BETWEEN**

**BROOKE GLEN BEHAVIORAL HOSPITAL**

**AND**

**THE BROOKE GLEN NURSES' ASSOCIATION/PENNSYLVANIA ASSOCIATION OF  
STAFF NURSES AND ALLIED PROFESSIONALS  
(BGNA/PASNAP)**

**JANUARY 1, 2018 - JANUARY 31, 2023**

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This Agreement is entered into, by and between the Brooke Glen Behavioral Hospital (“Hospital” or “Employer”) and the Brooke Glen Nurses Association/Pennsylvania Association of Staff Nurses and Allied Professionals (“Union”) for the establishment of rates of pay, hours of work and other conditions of employment, for all Employees described in Appendix B of the Agreement.

**I. RECOGNITION**

The Hospital recognizes the Union as the exclusive bargaining agent for all full time, part-time and per diem Registered Nurses.

**II. NON-DISCRIMINATION**

Neither the Hospital nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, national origin, political belief, military service, sex, age, disability, sexual orientation, sexual identity, genetic information, participation or non-participation in Union activity protected under Section 7 of the National Labor Relations Act, Union membership or non-membership.

**PATIENT SAFETY**

**III. SAFE HARBOR FOR CLINICAL CONCERNS**

If any Employee makes a good faith objection that they have been given an assignment or instruction which compromises patient care or patient safety, they should immediately report it to the shift supervisor to whom they report (but in no event later than the end of their shift), and state the specific nature of the objection. The process is attached hereto as **Appendix A**.

- A. If the instruction or assignment is not altered, the Employee shall not be subject to discipline for executing the instruction or assignment, and the Hospital will not retaliate in any way for the stated objection.
- B. If any liability ensues from the specific instruction objected to under this process, the Hospital will indemnify and hold harmless the Employee for execution of the instruction.
- C. The parties agree that the protections of this provision obviate any need for and shall prohibit Employees from in any way providing information to the media regarding the Hospital. Employees further agree that any media inquiries shall be directed to the designated Hospital representative without comment.

**IV. SAFE OPERATION OF EMERGENCY OR OTHER MEDICAL EQUIPMENT**

Employees whose job includes a operation of medical equipment for the treatment, diagnosis or transport of patients or other Hospital staff will be subject to mandatory drug testing, should the Hospital find reasonable suspicion to do so based upon observation of an Employee’s behavior,

consistent with existing federal and state laws. The testing will be carried out consistent with the Alcohol and Drugs Clause of the Employee Handbook which is incorporated herein by reference.

#### **V. RESTRICTED ACCESS TO THE HOSPITAL AND PATIENT CARE AREAS**

In order to ensure compliance with federal and state protections of patient and family privacy, and to protect patients and their families while at the Hospital, the Hospital maintains strict HIPAA Policies, as well as the Solicitation & Distribution and Safety & Security Clauses of the Employee Handbook which are incorporated herein by reference. Union visitation for the purpose of grievance meetings, investigatory and disciplinary proceedings (to the extent required by law), and the monitoring and enforcement of the Agreement is an exception to the non-solicitation policy, and the terms of Union visitation are set forth as follows:

- A. A duly authorized external representative of the Union will have reasonable access to the Hospital for the purposes of conferring with the Hospital and/or internal representatives of the Union for the purposes of grievance meetings, investigatory and disciplinary proceedings (to the extent required by law), and the monitoring and enforcement of the Agreement.
- B. The Union must provide twenty-four (24) hours written notice to the Hospital Human Resources Director or her designee as identified by the Hospital, prior to Hospital access. If the Union believes there is an emergency which prohibits it from providing 24 hours' notice as required, the Union will provide a written explanation to the Hospital explaining why timely notice cannot be given, and upon review of the explanation, the Hospital will not unreasonably deny the request.
- C. The Hospital will provide accommodations for membership meetings of the local Union with the approval of the Human Resources Director or her designee, contingent upon forty-eight (48) hours notice and room availability. Such approval will not be unreasonably denied. Any Employee attending meetings during his/her work hours will not be paid.
- D. The Hospital will provide accommodations for one Union officer to meet with newly hired employees during scheduled orientation to explain to the employee his/her contractual rights. If the Union officer conducts such orientation during her or his scheduled shift, he or she shall not be required to punch out. The Hospital reserves the right to determine the day and time that such meeting within orientation shall occur consistent with the needs of the Hospital; however, the Union may request that such meeting be held at general time of day (e.g., afternoon vs. morning) and such request shall not be unreasonably denied. The Association will provide to the employee a copy of this agreement.
- E. All notice regarding access must be specific as to the date and timeframe the access is needed.

- F. The Union is permitted a maximum of one (1) external representative at a time on the Hospital's premises. If the Union believes two (2) external representatives are necessary for a particular visit, the Union will provide a written explanation to the Hospital in advance explaining why two (2) external representatives are necessary, and upon review of the explanation, the Hospital will not unreasonably deny the request.
- G. Where the Union external representative finds it necessary to enter the premises of the Hospital for this purpose, he/she will first proceed to the Front Reception area where he/she will request a representative from Human Resources. The Human Resources representative will bring the Union external representative a temporary visitor's badge to be visibly displayed above the waist for the duration of the external representative's visit. The temporary visitor's badge must be returned to Human Resources at the time the external representative leaves the Hospital. Such visits will not interfere with the operation of the Hospital and will be limited to a maximum of two (2) hours per shift per occurrence. The Hospital will provide a meeting room of its choice for the Union external representative to use and to which he/she is expected to remain during his/her visit. The Hospital reserves the right to escort the Union external representative to and/or from the meeting room or any other area of the Hospital the external representative believes is required for purposes of adjusting a grievance.
- H. If the Union external representatives fail to abide by the provisions of this Article, the Hospital will notify the Union and the external representative of the date and nature of the violation. If the Union disputes the claim of the violation, at the Union's request, the parties will meet within forty-eight (48) hours to attempt to discuss and resolve the issue in good faith.
- I. The Hospital will provide space for one Bulletin Board which will be used for the posting of proper Union notices. The Bulletin Board will be placed in the Hospital in a place readily accessible to the bargaining unit members in the course of employment. The Board will be locked, and both the Union and the Hospital will have keys to the Board. A copy of any notice posted on the Bulletin Board will be given to the Director of Human Resources.

## **VI. AVAILABILITY TO PROVIDE SERVICE**

### **A. Absenteeism**

In order to provide quality patient care, and ensure patient needs are met at all times, Employees need to work their scheduled shift and are expected to maintain regular and predictable attendance to meet performance requirements. The Hospital provides certain paid time off, addressed below, in order to facilitate work/life balance so that staff and family needs are met. Excessive absences,

patterned absences and unscheduled absences are considered violations. An employee is considered tardy if the employee fails to report to his/her assigned work station at the start of his/her shift.

**1. Occurrence:**

An unscheduled absence of one or more consecutive shifts, or an unscheduled tardiness or leaving early without supervisory approval, or any unscheduled absence, regardless of the notice provided, during a work week when the Employee has self-scheduled for an additional shift(s).

- a. For an absence, tardiness, or leaving early to be considered “scheduled” and not count as an occurrence, the request for time off must be made in accordance with this Agreement and department PTO scheduling procedures.
- b. An Employee shall receive an occurrence for each unscheduled absence and for each tardy or leaving early without supervisory approval. A Baylor employee calling out for an entire weekend of four shifts will receive two occurrences.
- c. Excluded from the definition of occurrence are absences or tardinesses due to: approved leaves of absence; approved work-related injury or illness; state declared weather emergencies where the hospital cannot provide transportation due to the emergency, inpatient hospitalization; outpatient surgery; bereavement; jury duty; supervisory approved shift trades or covers; and supervisory approved emergencies.
- d. Unscheduled absences of any period of a shift, including leaving early without supervisory approval, will be counted as one occurrence.
- e. Tardy for the purposes of an occurrence is defined as an Employee not clocking in within six (6) minutes (more than 5 minutes, 59 seconds) of the scheduled reporting time of their work shift and is counted as an occurrence. This includes the return from an Employee’s thirty (30) minute meal period.
- f. In order to receive pay for the tardy time, a minimum of two (2) hours notice is required, except in cases of supervisory approved emergencies. If at least two (2) hours notice is received, the tardy-time will be paid out of the Employee’s PTO Bank if the Employee so requests and has PTO time available, and the incident will be recorded as tardy.

**2. Notification:**

- a. Requests for time off must be made in accordance with the Hospital and departmental procedures for requesting and documenting requests for such time.
- b. When an Employee must be absent from work or will be unable to report for duty as scheduled, the Employee must call his/her Staffing Coordinator, Supervisor, Department Manager, or designee, as soon as possible, but in no event less than two (2) hours prior to the beginning of the shift, except in cases of supervisory approved emergencies. Emergency situations may be reviewed on a case-by-case basis. A call to anyone other than the Supervisor or designated individual is not proper notification. Call outs will not be accepted by voicemail; employees must speak directly with one of the designees above, however, the two hour notice will be satisfied if the Employee leaves a voicemail prior to the two hour window, and continues to attempt to reach designee directly within the two hours prior to the start of shift.
- c. Notification of inability to report to work as scheduled must be made daily unless the Employee has previously notified the Supervisor that a physician has advised him/her of the need to remain out of work for a specified period of time. In this case, the Employee must forward the physician's statement confirming the need to remain out of work to the Supervisor as soon as possible.

3. **No Call / No Show occurs when an Employee:**

- a. does not report to work as scheduled, and
- b. fails to provide notification of absence to his/her Scheduling Coordinator, Supervisor, Department Manager, or designee prior to the commencement of the Employee's shift.

4. **Disciplinary Procedures:**

The Supervisor will periodically review the Employee's record for number of absences, reasons for absences, patterns of absence. Failure to provide proper notification as defined above may result in progressive disciplinary action independent from the disciplinary schedule set forth below.

- a. During the ninety (90) day probationary period, new Employees with unsatisfactory attendance records will become subject to immediate disciplinary action including termination without following the progressive disciplinary procedure.
- b. Employees off of work three (3) or more consecutive work shifts will be required to provide a written physician's release to Human Resources upon return to work.



**5. Disciplinary Schedule:**

- a. Occurrences shall be counted in rolling twelve (12) month periods.
  - i. Four (4) occurrences will result in a verbal warning.
  - ii. Seven (7) occurrences will result in a written warning.
  - iii. Eight (8) occurrences will result in a final written warning.
  - iv. Nine (9) occurrences will result in termination.
  - v. If no disciplinary action is called for due to excessive absenteeism or tardiness for a twelve (12) month period from the last disciplinary action, the Employee will be considered as having a new record.
- b. No Call / No Show shall be counted in rolling twelve (12) month periods.
  - i. 1st incident occurring in a twelve month period will result in a final written warning.
  - ii. 2nd incident occurring in a twelve month period will result in termination.
  - iii. Two consecutive incidents will result in termination.
  - iv. Note: Each shift is considered a separate incident. A scheduled double shift will be considered one incident for this purpose.
- c. Patterns of Absence: an Employee who demonstrates an inappropriate established pattern of absence may be given progressive discipline independent from the disciplinary schedule contained above. For purposes of this policy, an "inappropriate pattern of absence" shall include, but not be limited to, the day before or after a holiday. Conversely, in cases of absences that are due to emergency circumstances clearly beyond the Employee's control, the Hospital may extend the disciplinary schedule. Factors to be taken into consideration may include, but are not limited to, length of service, work record and equity.

**B. Time off the unit or out of the work area for union business:**

Employees are entitled to certain union breaks under the Hours of Work procedure below and union representatives are permitted to be paid for certain breaks as "Union Time," as set forth below. All other breaks must be scheduled with the permission of your supervisor or his/her designee, and may be taken as unpaid time with their written permission, subject to their assessment of patient needs and Hospital imperatives. Other than authorized breaks, Employees must be on their unit or in their departments or assigned work space or performing a work assignment off the unit. Failure to return in a timely manner from a break will be subject to discipline in accordance with the Tardiness provisions of this Agreement in Section A.

1. "Union representatives:" The Hospital will recognize a maximum of six (6) employees to be designated by the union during any given period. The union will notify the Director of Human Resources of any changes in the designated delegates.
2. "Union Time:" The Hospital will provide a total of seventy-two (72) hours in the aggregate per year of designated "Union Time" for six (6) representatives. Union time is defined as non de minimis union business limited to: grievance meetings, disciplinary proceedings and the monitoring and the enforcement of the Agreement. Representatives must clock out and record their time, and will be paid at straight time rates for the first seventy-two (72) hours. Union Time is non-productive and will not be subject to any accruals. Any additional time spent by Union representatives on Union business will be unpaid. Failure to clock out for such time will be subject to discipline. Representatives shall not leave their work area without notifying their immediate supervisor, and shall notify them immediately of their return. Both the Representative and the Union member must obtain permission from their respective supervisors. Supervisors shall not unreasonably withhold permission provided the standards of patient care, patient safety and clinical excellence can be maintained in the representative's absence. The work schedules of Employees selected as Union representatives shall be adjusted to permit attendance on unpaid time at periodic external Union assembly meetings providing Employer operations shall not be impaired. The representative must give his/her supervisor notice in accordance with the Hospital's PTO request policy prior to attendance at these meetings. At the end of each calendar year, any unused Union time shall rollover and be available for use by committee members at the next collective bargaining sessions between the Hospital and the union. The amount of Union Time provided by the Hospital will be reviewed after the second year of the Agreement, and the parties will meet and discuss proposed changes to the number of hours paid.
3. No Employee shall engage in any Union activity, including solicitation or the distribution of literature, which could interfere with the performance of work during his/her working time in patient care areas of the Employer at any time.
4. Except in the case of an emergency, members of the Union Negotiating Committee will be granted time off without pay on the day of negotiation sessions.

5. Nurses who are elected or appointed to a Union position may use a total of two days with pay, in the aggregate, to fulfill such obligations. The two days can be shared among up to four individuals.

**C. No Strike – No Lockout:**

1. During the terms of this agreement the Hospital will not lock out the Employees.
2. Similarly, neither the Union nor the Employees will:
  - a. participate in any strike, sympathy strike, picketing (excluding informational picketing or non-trespassory picketing pursuant to proper notice under the National Labor Management Relations Act occurring during the last ninety (90) days of the term of this Agreement), slow downs, “sit-ins”, “sick-outs”, boycotts or any other action which shall interrupt or interfere with patient care or the normal or orderly operation of the Hospital, and the Union will not directly or indirectly condone or encourage any such activity, and immediately upon request will disclaim it in writing if it occurs;
  - b. prevent or attempt to prevent the access of employees to any of the Hospital’s property, facilities or offices;
3. No violation of any provision of this Agreement shall excuse the employees, the Union or the Hospital from the obligations imposed by this Article.
4. In the event of a violation of Section C, paragraph 2 of this Article by the Union, any Employee, or group of Employees, the Hospital shall have the right (without waiving, or in lieu of any other rights it may have, and without first arbitrating) to seek judicial restraint in state court of the action in violation of Section C, paragraph 2 of this Article.
5. Any Employees, including Union officers who are Employees, who take part in, instigate, incite or induce such unauthorized violation of Section C, paragraph 2 shall be subject to discipline or discharge by the Hospital. It shall not be necessary for the Hospital to discipline or discharge all employees who take part in such unauthorized violation in order to preclude any charge of discrimination. It may discipline or discharge only those who instigated, incited, induced or were the leaders in such unauthorized violation.
6. Any employee disciplined for violation of Section C, paragraph 2 shall have recourse to the grievance and arbitration provisions of this Agreement. In arbitration it shall be the Union’s burden to prove that the employee(s) did

not in fact engage in the prohibited conduct. For the purpose of clarity, the Arbitrator is instructed that if (s)he finds that the Union did not meet this burden, the Hospital's discipline imposed must stand.

## **VII. RIGHTS AND DUTIES OF MANAGERS, SUPERVISORS, AND LICENSED CLINICAL STAFF**

### **A. Reservation of Management Rights**

The Hospital reserves and retains, solely and exclusively, all of the rights, privileges and prerogatives which it would have in the absence of this Agreement, regardless of the frequency or infrequency with which such rights have been exercised in the past, except to the extent that such rights, privileges and prerogatives are specifically and clearly abridged by express provisions of this Agreement and/or the law.

### **B. Illustration of Management Rights**

Without limiting the generality and breadth of the foregoing Section A, and by way of illustration, the Hospital's sole, exclusive and unilateral rights shall include, but are not confined to, at least the following:

1. To direct, supervise and manage the working force;
2. To determine whom to employ, including the qualifications, recruitment, selection, and hiring of Employees;
3. To establish the initial rate of pay for each newly hired Employee;
4. To train, promote, demote, transfer, layoff and recall Employees;
5. To discipline and discharge Employees for just cause;
6. To create, establish, adopt, change or rescind Hospital rules, guidelines, policies and procedures governing work, conduct, attendance, safety, and the use of Hospital facilities, equipment, and systems;
7. To establish and alter the size and composition of the work force;
8. To establish and alter the number and qualifications of Employees that may be assigned to any unit, procedure, group of patients, or job;
9. To establish and alter job duties and the division of duties between job classifications and the employees within those classifications;
10. To specify work requirements and assign work duties;

11. To establish and alter the number, qualifications and identity of Employees assigned to any particular shift or operation;
12. To establish and alter staffing levels and/or ratios;
13. To establish and alter the schedule of operations and hours of work, including the number and hours of work per day and per week, the number of shifts required, the starting and ending times of such shifts, the number and length of any break times and meal times during each shift,
14. To establish and alter working schedules;
15. To place Employees on call to ensure availability of staff;
16. To hire and utilize personnel from outside the bargaining unit including from nursing registries and other temporary help agencies for designated periods of time;
17. To assign or allow persons employed in supervisory, managerial, or other non-bargaining unit positions to perform bargaining unit work;
18. To establish, alter, and direct policies, modes and methods of providing patient care;
19. To establish, alter, and enforce standards for the quality and quantity of work required to be performed in all jobs;
20. To alter, rearrange, change, extend, limit, curtail, suspend, cease or close any or all of its services or operations;
21. To contract out, subcontract, and/or sell any bargaining unit work or services;
22. To assign, transfer, relocate, suspend, cease, or close any bargaining unit work or services;
23. To determine the number, location and types of facilities;
24. To determine the services to be performed, the types of patients, and the location or unit where such services will be performed;
25. To determine the equipment, machinery, materials, methods or processes to be employed in the performance of bargaining unit work;

26. To introduce new or improved equipment, machinery, methods or processes and to change or eliminate existing equipment, machinery, methods or processes; and

27. To automate methods, processes or operations.

**C. Intended Effect**

It is understood that the Hospital shall not be obligated to bargain with the Union over the decision to exercise, or the effects of the exercise, of the management rights described in this Article. Additionally, the Hospital's exercise of its management rights described in this Article shall not be subject to the grievance and arbitration provisions of this Agreement.

The terms and provisions of this Agreement shall be effective only so long as the facility described in the Article entitled "Recognition" are in operation, and it is recognized that the Hospital shall have the unrestricted right and privilege in its sole discretion, to suspend or cease the operations of the facilities or its businesses at the facilities, or any phase or part of such business or operations, whenever, in the opinion of the Hospital, good business judgment makes such curtailment or discontinuance advisable.

**ENSURING CLINICAL EXCELLENCE**

**VIII. ORIENTATION**

Newly hired employees shall be provided with an orientation period during which they will not be counted for staffing purposes. The duration of this period shall be determined for each individual based on his or her experience in psychiatric nursing. The orientation that each individual receives during this period shall be developed by the Chief Nursing Officer or his or her designee, in his or her discretion. Upon completion of his or her orientation period, an individual may request an additional period of orientation, and such request shall not be unreasonably denied. Issues concerning orientation may be raised at Nursing Practice Committee meetings, and shall be treated like any other issue raised at such meetings.

**IX. PROBATIONARY PERIOD**

Newly hired employees shall be subject to a 90 day probationary period from date of hire. During an employee's probationary period, s/he shall be subject to discharge by the Hospital without just cause, and without recourse to the grievance and arbitration provisions of this Agreement. The Hospital may, at its discretion, and with prior notice to the Union, extend this probationary period for an additional thirty (30) calendar days.

**X. COACHING AND TRAINING**

Coaching: Charge Nurses, Supervisors, Directors and other licensed Clinicians will provide, from time to time, coaching and professional development of Employees. That coaching and development, and the Employee's proficiency in applying it to interactions with patients, families, physicians and peers, will be utilized in the periodic and ongoing performance reviews of Employees. Employees shall have access to any file containing performance evaluations. While coaching is educational in nature, and not punitive, nothing in this paragraph limits the Hospital's right to discipline or evaluate Employees under the terms of this Agreement.

Training: Any Employee who believes they have not been adequately trained to achieve a task to which they are assigned, and/or believes they are at risk for their own safety by carrying it out, shall immediately notify their Supervisor or Manager on a unit to where that employee is assigned or working. Employees who have indicated that the assignment is unsafe, as set forth above, may be re-assigned, allowed to clock out early, or required to complete the task to the best of their ability. The employee's Supervisor or other responsible Manager will make the decision as to how to best deploy the staff, acting in the best interest of the Hospital, the patient and other staff. Employees may avail themselves of the safe harbor provisions if they are required to complete the task assigned.

## **XI. EDUCATION**

Bargaining unit employees shall be eligible for educational reimbursement and assistance on the same basis as provided to non-bargaining unit employees. The Hospital reserves the right to change or modify its education reimbursement and assistance policy, including the eligibility and reimbursement and assistance options offered, provided that such changes or modifications are the same as it offers to its other non-bargaining unit employees.

The Hospital agrees to reimburse eligible full-time and regular part-time employees for the course fees of up to sixteen hours job-related seminars and conferences per calendar year, subject to prior approval by the Director of Nursing or his/her designee. Employees are eligible for such reimbursement after one year of employment as a full-time or part-time employee. Such seminars or conferences shall be taken on the employee's own time.

## **XII. MANDATORY COMPETENCIES**

It is the obligation of employees to complete their mandatory competencies in a timely fashion, and should coordinate with their supervisors to arrange time to do so. Mandatory competencies may be scheduled either during or outside the employees' normally scheduled shifts, in the Hospital's discretion. Nurses shall not be required to perform their nursing duties during the time that they are completing their annual competencies. If mandatory competencies are scheduled after an employee's normally scheduled shift, the Hospital will make reasonable efforts to schedule such competencies as promptly as possible after the end of such shift.

### **XIII. PERFORMANCE REVIEWS**

Performance evaluations are an important part of achieving clinical excellence and improving patient engagement. Accordingly, standards for performance reviews for Employees shall be determined by the Hospital. Annual reviews shall not be subject to the grievance process until such time as they have an adverse impact on an employment decision involving the Employee, except with the agreement of the parties.

### **XIV. JOB DESCRIPTIONS**

The parties agree that the job titles attached hereto as Appendix A shall be adopted from the date of this Agreement. Job descriptions for these titles may be modified at any time based on Hospital needs. The Union will be given advance notice of any modifications prior to implementation.

### **XV. JOB POSTINGS AND TRANSFERS**

#### **A. Posting of Vacancies**

If the Hospital decides to fill a vacancy in a bargaining unit position, it will post a notice of the vacancy on the Hospital's bulletin board for a minimum period of seven (7) days prior to filling the position. The Hospital may temporarily assign an employee to the vacancy during the posting period and while the selection is under consideration. Nothing in this Article shall be construed to require the Hospital to post any vacancy for a position the Hospital determines it shall not fill.

#### **B. Selection**

The Hospital will select the candidate who is, in the good faith judgment of the Hospital, the best qualified for the position, based on the candidate's requisite experience, skill, ability, training, disciplinary and attendance history, education, seniority, certification or credentialing needed to perform the duties of the position, and overall job performance. In the event that the Hospital determines that only internal candidates are best qualified for the position, and in the event the qualifications of two or more of these internal best qualified candidates are, in the Hospital's good faith judgment, substantially equal, the Hospital will award the position in the following order:

1. First, to the full-time or part-time candidate with the greatest Hospital Seniority;
2. Next, to the PRN candidate with the greatest Hospital Seniority;

The determination of the minimum qualifications for a position will be the sole and exclusive right of the Hospital.



**C. Time Frame For Transferring Employee to New Position**

The Hospital shall make best efforts to transfer the successful bidder within 30 days of the expiration of the posting. The Hospital shall provide the successful bidder a unit orientation of up to one week, as determined in consultation with the Director of Nursing.

**D. Evaluation Period After Promotion or Transfer**

A bargaining unit employee who is placed into another bargaining unit position through this post and bid process shall have his performance evaluated for up to thirty (30) days. If at any time within such 30-day period the Hospital determines that the employee is failing to perform satisfactorily, the Hospital may return the employee to his/her former position or some other mutually-agreeable position, provided such positions are available, without loss of seniority.

**E. Eligibility for Future Vacancies**

An employee who has been awarded a transfer will not be eligible for additional transfers for a period of six (6) months from the time of transfer.

**XVI. DISCIPLINARY ACTION**

The Hospital may suspend, discharge or otherwise discipline Employees for just cause, including but not limited to the violation of any work rules or policies, as set forth in the Employee Handbook, which are incorporated herein by reference, and other Hospital policies. The Hospital agrees that in the application of this Section the concept of progressive discipline shall apply where appropriate. Such discipline shall be in the form of a documented verbal warning, followed by a written warning, followed by a final written warning, prior to termination. The parties recognize that, depending upon the circumstances, certain offenses may justify skipping one or more steps of progressive discipline or termination in the first instance.

The following situations or circumstances are examples of instances in which the Hospital may, at its discretion, impose a final written warning or may discharge an Employee without utilizing the progressive discipline procedure. These instances include, but are not limited to:

- A. Verbal or physical abuse/threats, intimidating, harassing, or coercing behavior directed toward a patient, visitor or Hospital Employee. This includes, but is not limited to, harassment based on sex or any other protected status;
- B. Fighting or striking another person on Hospital property or during work hours, except in self-defense against an unprovoked assault;
- C. Theft or inappropriate removal from Hospital property of property that belongs to or is in the possession of the Hospital, a Hospital Employee, patient or visitor;
- D. Possessing, consuming, or being under the influence of alcohol, illegal or controlled substances, or intoxicants while on duty or on Hospital property;

- E. Falsifying records, including false or misleading information on job application, resume, work reports, official documents, patient records, etc.;
- F. Falsifying or destroying any timekeeping record, including but not limited to, recording time on another Employee's time record, accessing a time report for another Employee, allowing another Employee to record time on one's own time card;
- G. Willful or deliberate destruction or damage to Hospital property or supplies, or the property of an Employee, patient, or visitor;
- H. Possession of weapons, firearms or any other hazardous or dangerous devices on Hospital property;
- I. Unauthorized access or disclosure of patient health information, or any other breach of confidentiality;
- J. Job Abandonment; leaving work without a Supervisor's authorization (absent an emergency);
- K. Refusal to do assigned work or refusal to perform work in the manner described by a Supervisor without proper justification;
- L. Sleeping during work hours;
- M. Cell phone use on the units;
- N. Violation of the Hospital Social Media Policy;
- O. Gambling on Hospital property;
- P. Violation of any State or Federal safety and health rules or standards;
- Q. Violation of any State or Federal patient care standards of practice;
- R. Intentional or negligent conduct toward a patient;
- S. Failure to notify Hospital in a timely manner of any sanctions or criminal convictions received by the Employee during their employment. The particular sanctions or criminal convictions themselves may lead to discipline;
- T. Illegally selling or distributing unauthorized substances at the Hospital.

The Hospital will utilize one progressive discipline for all incidents related to work performance, misconduct and other work rule violations. Attendance matters covered by the Hospital's occurrence system shall have a separate track disciplinary track (see Absenteeism). The two disciplinary tracks shall not be merged for the purpose of progressive discipline.

Documented verbal and written warnings may be considered in determining the appropriateness of further progressive discipline for a period of twelve (12) months from the date of the discipline. Final written warnings may be used as the basis for further progressive discipline for a period of twelve (24) months from the date of the discipline.

Upon request, Employees may have a Union steward or fellow bargaining unit employee present during an investigatory interview by the Hospital concerning a matter which the Employee reasonably believes may result in his or her discipline. The right to the presence of a Union steward is conditioned upon the requirement that a steward be available for participation in such meeting as soon as practical, not to exceed forty-eight (48) hours of the Employee's request for his/her presence (excluding Saturday, Sunday, and observed holidays).

## **XVII. GRIEVANCE AND ARBITRATION**

### **A. Definition and Agreements**

1. "Grievance" is defined as any complaint or dispute arising between a covered employee and/or the Union and the Hospital concerning the interpretation or application of the express provisions of this Agreement and shall be resolved in accordance with this Article.
2. All grievances must be conducted in person by the parties involved, absent mutual agreement to the contrary.
3. Verbal, written and final written warnings are grievable, but they are not subject to arbitration until such time as discharge occurs.
4. The parties agree that this article provides the sole and exclusive method for the settlement of grievances and disputes under this Agreement.
5. The Union has the sole and exclusive right to pursue, withdraw, or resolve grievances at any step of the procedure.

### **B. Procedure**

Grievances shall be processed in accordance with the procedure set forth below:

#### **1. Informal Process**

An employee should make a reasonable effort to resolve the possible grievance informally in a discussion with her/his immediate supervisor (or designee) prior to pursuing a written grievance. This discussion may take place with or without the presence of the Union Representative (or designee), at the employee's option. While highly encouraged, the failure to satisfy this informal step will not prevent or prohibit the filing of a formal grievance at Step 1. Participation in this informal step does not waive the seven (7) calendar day time period outlined in Step 1, below.

#### **2. Step 1 (Unit / Department Head & Human Resources)**

If the Employee(s) grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Department Head and Human Resources within seven (7) calendar days after the aggrieved employee or employees, the Union, or the Representative knew or had any reason to know of the event that caused the grievance.

The written grievance must (1) allege and identify the violation of a specific provision or provisions of this Agreement, and (2) set forth, with

reasonable specificity, all factual grounds upon which the allegation is based, including, but not limited to, the relevant provision of the contract. Any contractual provision or factual ground not included in the grievance is deemed waived if not raised during the grievance process. Within fourteen (14) calendar days after receipt of the written grievance, a meeting will be held with the grievant (or in the case of a class grievance, at least one member of the aggrieved class), the Union Representative (or designee), the Department Head (or designee) and Human Resources to discuss and attempt to resolve the grievance. Within fourteen (14) calendar days after the meeting, the Hospital will provide a written response to the grievance to the Union and/or Representative.

If the Unit / Department Head functions as the employee's immediate supervisor, or if the parties otherwise agree, then Step 1 shall be omitted and grievance will proceed to Step 2.

**3. Step 2 (Chief Nursing Officer & Human Resources)**

If the grievance is not satisfactorily resolved on the basis of the Step 1 response, the Union may advance the grievance to the next step by submitting written notification to the Department Head and Human Resources within seven (7) calendar days of receiving the Step 1 response. A Step 2 meeting between the grievant (or in the case of a class grievance, at least one member of the aggrieved class), the Union Representative (or Designee), the Chief Nursing Officer (or designee), and/or Human Resources (or designee), will be scheduled and held within fourteen (14) calendar days of receipt of the request for a Step 2 meeting. Within fourteen (14) calendar days after the meeting, the Hospital will provide a written response to the Union and/or Representative.

**4. Demand for Arbitration**

If no satisfactory settlement is reached at Step 2, the Union may submit the grievance to arbitration. Within thirty (30) days of receipt of the Step 2 response the Union shall: (1) notify the Hospital's Human Resources Department in writing of its intent to seek arbitration, and (2) provide effective notice to the American Arbitration Association ("AAA"), with a copy to the Hospital's Human Resources Department, asking for a list of arbitrators who are experienced in hearing arbitrations in the labor relations and healthcare fields.

**C. Arbitration**

The following procedure shall apply if a grievance is submitted to arbitration:

1. **Arbitrator Selection.** Upon receipt of the panel, the parties' representatives will select arbitrators in accordance with AAA rules.
2. **Date, Time and Place of Arbitration.** A hearing on the grievance will be held at a time and place agreeable to the parties and the arbitrator, unless the matter involves a termination in which case the arbitration must be set within 180 days of the written demand for arbitration. If the arbitration is not held within 180 days, back pay liability will cease as of the 181<sup>st</sup> day, unless the delay is at the request of the Hospital or arbitrator. At the arbitration, the Hospital and the Union will present their respective positions, evidence and arguments. Only one grievance will be scheduled for the same arbitration hearing, except by mutual agreement of the parties.
3. **Briefs.** Each party will have the right, at that party's option, to either present a closing argument or brief. If the parties choose to submit briefs, the parties agree to a process of mutual exchange of briefs through the arbitrator or AAA. No new evidence may be included in, discussed, attached, or otherwise submitted to the arbitrator with the brief or after the close of the hearing, without prior written agreement between the parties.
4. **Arbitrator's Authority.** The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof. The arbitrator shall not have authority to (a) alter, amend or modify any provision of this Agreement; or (b) render an award on any grievance arising before the effective date, or after the termination date of the Agreement. Further, in disciplinary matters in which an employee has been disciplined for engaging in patient abuse or neglect, and the written discipline specifically references patient abuse or neglect, the arbitrator may only determine whether the actions or omissions for which the discipline was imposed actually occurred. If the arbitrator determines that the actions or omissions did occur in such cases, the discipline imposed by the Hospital will be sustained; an arbitrator will have no authority to modify the discipline imposed by the Hospital, unless the Arbitrator finds that the issuance of the discipline violates the non-discrimination clause in this Agreement. In no event may the arbitrator substitute his/her judgment for that of the Hospital.
5. **Arbitrator's Opinion.** The arbitrator will render a decision in writing within thirty (30) days of the close of the hearing or receipt of both parties' briefs, whichever date is later; provided that the parties may extend the 30-day limit by mutual agreement. The arbitrator's decision will be final and binding. Arbitration awards will in no case be made retroactive

6. **Costs and Fees.** The fees and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Hospital and the Union. Any cancellation fee incurred will be borne by the party causing the cancellation, absent agreement between the parties. The court reporter's transcript will be the only official transcript of the proceedings. The parties will always be responsible for their own attorneys' fees and costs.

**D. Time Limits**

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express written agreement of the Union and the Hospital. If the Hospital fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step. If the Union or the grievant fail to advance a grievance to the next step within the applicable time limit, the grievance will be deemed withdrawn. In the event of a dispute over whether Union or the grievant has failed to adhere to the time requirements, the arbitrator shall make the determination regarding timeliness prior to proceeding with a hearing the merits of the grievance.

**XVIII. NURSING PRACTICE COMMITTEE**

The Nursing Practice Committee shall consist of two members of management, including the Chief Nursing Officer (or his/her designee), and two members of the Union, including the Local President (or his/her designee). Upon written request by either party to hold a meeting, the Committee shall meet no more than once per month to review issues concerning health and safety, the needs of the nursing staff, nursing practice and patient care. Meetings shall be held at mutually agreeable times and shall not exceed two hours. Upon written request by either party, a specified period of time within each meeting will be designated to discuss health and safety issues.

The parties shall create and agree upon an agenda at least one week before the scheduled date of the meeting. Recommendations of the Committee to the Hospital shall be considered and responded to at the following meeting. The Hospital shall retain discretion to determine whether to act upon and/or implement such recommendations.

Any notes or minutes taken by any attendee at a meeting of the Committee shall not be posted or otherwise published until both parties have reviewed such notes or minutes and attested to their accuracy by initialing same. Upon approval by the Committee, minutes from the Committee meeting will be maintained in a binder accessible to all staff on all shifts.

Employee members of the Committee shall be paid their straight time hourly rate for all time spent at scheduled Committee meetings.

Matters implemented at the recommendation of the committee not referenced in this contract shall not be subject to the grievance and arbitration procedure.

**XIX. HEALTH AND SAFETY**

The Hospital recognizes the importance of providing a safe and healthy workplace, free from recognized hazards. The Nursing Practice Committee may discuss health and safety issues at their regularly scheduled meetings, per the terms set forth in Article XVIII, Nursing Practice Committee. If a patient related injury occurs, the Hospital will promptly evaluate what measures should be taken to address the situation. The Hospital agrees that it will provide on a continuing basis CPR certification and training, along with the provision of adequate equipment, to assure emergency response capability at all times.

**PATIENT SATISFACTION**

**XX. CONDUCT COMPLIES WITH MISSION AND VALUES**

The Union and the Hospital agree that the Mission Statement of the Hospital shall define the mission of the Hospital.

The Hospital's Code of Conduct, Mission Statement and employee handbook and/or policies shall govern all employees. To the extent that a discrepancy arises between the Code of Conduct, the Mission Statement or the employee handbook and this Agreement, this Agreement will supersede the above.

**XXI. HOURS OF WORK**

- A. It is critical to patient care, and patient satisfaction, that staff are present and available during their shift. Employees should be present and ready to work at their shift start time.
- B. Lunch periods are to be established and scheduled by the charge nurse and shall be thirty (30) minutes of unpaid time for all employees. Employees shall receive an additional two (2) fifteen (15) minute paid breaks to be taken non-contiguously and scheduled with the supervisor or charge nurse consistent with the needs of the department and patient care.
- C. Day shift shall begin at 7:00 AM, Evening shift shall begin at 3:00 PM, and Night shift shall begin at 11:00 PM. Weekend shifts are those beginning at 11:00pm on Friday, continuing through the weekend and ending 10:59pm on Sunday. Differentials apply to all hours in a shift according to the shift start time and are set forth in **Appendix A (active job titles, pay rates and differentials)**, attached hereto, and incorporated herein by reference. In the event the Hospital wishes to post twelve (12) hour positions or new shifts outside the ones defined in this

section, they will be posted in accordance with the posting provisions of this Agreement and the Hospital will meet and discuss such shifts with the Union at least two weeks in advance of the position or shift change.

D. Overtime shall be paid for time worked after 40 hours in a week as the law permits.

E. **General Staffing Procedures**

1. The hospital agrees to continue the current practice of arranging employee work schedules to provide every other weekend (Saturday and Sunday) off. No employee shall be required to work weekends more often than every other weekend except in the case of a makeup weekend. However, the Hospital may post Part Time or Flex positions requiring additional weekends with notice to the Union. The Assessment and Referral nurses are excluded from the every other weekend requirement.
2. Any staff calling out on a weekend must make the missed shifts up within the month, unless the absence on a weekend is due to a documented leave of absence approved by the Hospital's disability management provider. The Hospital will provide three (3) alternative shifts in that time period from which the employee must choose one (1) shift per each missed shift on their scheduled weekend, and will then have the option to request "first cancelled." If cancelled, the shift will still count as having made up a weekend shift. Any staff calling out on a holiday will be scheduled for any subsequent holiday, at the Hospital's discretion, and with five (5) days' notice. If cancelled on a holiday, the shift will still count as having made up a holiday.
3. The Hospital shall not schedule a nurse for more than five (5) consecutive days, except where: (a) one of the days is a holiday on which the nurse does not work, (b) the nurse volunteers or by agreement with the Hospital, or (c) urgent patient care needs.
4. Nurses, including but not limited to PRN staff, shall use Shift Hound (or a comparable scheduling tool), for purposes of requesting PTO (up to 12 months in advance), submitting availability, obtaining coverage, switching shifts, requesting additional shifts and/or for other scheduling purposes, as directed by the Hospital.
5. PTO shall be assigned on a first-come, first-served basis, and may not be requested more than twelve (12) months in advance. Seniority shall control selection if more than one employee submits a PTO request on the same day. Requests shall not be unreasonably denied. Notwithstanding the ability of nurses to request PTO up to 12 months in advance, in order to use such PTO, nurses must have PTO available at the time that the PTO is taken.
6. PTO requests are due to the scheduling coordinator by the tenth (10<sup>th</sup>) day of the month for Nursing Department employees. Schedules will be



posted by the fifteenth (15<sup>th</sup>) day of the month. Work schedules shall be posted in one (1) month blocks, and once posted shall not be changed without the agreement of the employee except in the case of a patient care emergency.

7. PRN staff will submit their availability to the scheduling coordinator, including a minimum of four shifts, two of which must be weekend shifts, no later than the tenth (10<sup>th</sup>) day of the month preceding the applicable schedule. Such availability must fall within open shifts on Shift Hound or other scheduling tool utilized by the Hospital, so long as such shifts are available. PRNs may submit availability outside such open shifts, for up to two of the minimum of four shifts, up to four (4) times per calendar year. However, if more than two PRNs submit availability outside of open shifts in any given month, only the first two PRNs to submit their availability that month will be accepted without prior supervisory approval. PRN staff will receive notification that their shifts have been approved and/or denied no later than the date the Hospital posts the schedule. Peak summer PTO time is defined as the Sunday before Memorial Day and continuing through the Saturday following Labor Day. No employee shall be permitted to schedule more than two weeks in a calendar year peak period unless all other requests have been granted and available slots remain. Requests for full weeks during this time will be honored before requests for single days.
8. At least two nurses per shift shall be allowed to take PTO time (excluding nurses on an approved leave of absence. If a PTO request is denied, the Hospital will state the reason for the denial. Requests not denied in writing within ten (10) calendar days of the request shall be considered approved. "In writing" shall include notification by electronic means (i.e., email, text notification).
9. After the schedule is posted, employees may notify the scheduling coordinator of their desire to work available additional shifts. Any employee may work such available additional shifts by signing up for extra shifts. Selection for the additional shift will be by greatest seniority on a rotating basis, provided, however, that the Hospital may deny an additional shift based on the applying employee going into overtime status. Any Baylor nurse signing up for an additional shift will be paid at his/her regular non-Baylor rate and will only incur overtime after forty (40) hours. Should any of these open shifts remain unfilled more than five (5) days after the schedule was posted, volunteers will be paid at time and a half.
10. Employees may voluntarily switch assigned shifts or obtain coverage after the schedule has been posted upon notice to and approval from the scheduling coordinator or designee and provided the switch or coverage does not incur overtime.

11. An employee who signs up for overtime and cancels, except in cases of emergency approved by the Hospital, shall be required either to work the overtime or it will be considered a call out and may subject the employee to discipline in accordance with the attendance policy.
12. There may be times that staff are cancelled due to census flux or other business reasons. Shift cancellations shall occur in the following order. First to be cancelled will be any agency workers, followed by any staff scheduled for time-and-one-half pay status, then by volunteer, and then per diem followed by staff on regular hours. Should there be no volunteers, staff will be cancelled in inverse order of seniority so as to be equally distributed among bargaining unit staff. If there are multiple volunteers for cancellation, the nurse to be cancelled will be selected by seniority on a rotating basis. There may be times that staff are cancelled and then an emergency arises that requires adding staff. In that event, the Staffing Coordinator / Nursing Supervisor will call back any staff that were cancelled. They will be eligible to be put back on the schedule only if they are reached over the phone and given the right to exercise first refusal.
13. A full or part time employee who has been cancelled in a pay period has the right to replace temporary agency personnel or per diem nurse in order to make up his/her regularly scheduled hours of work, provided eight (8) hours notice is given to the Staffing Coordinator.
14. Employees will be paid biweekly on a regular pay day established by the hospital. Paycheck errors which are not the result of the Hospital's error will be corrected in the next regular paycheck. Paycheck errors which are due to the Hospital's error will be corrected by noon the following Thursday.
15. When an employee reports for work and the intended work is cancelled or is determined to be a scheduling error, the employee must be reassigned and remain at work for four (4) hours in order to be paid for four (4) hours regular straight time. If an employee chooses not to work and to go home, they will do so without pay. If an employee was notified of a cancellation with less than two hours prior to the start of the shift they will receive two hours pay at his/her regular rate.
16. If an employee works a holiday shift, the employee will be paid for that shift at time and a half.
17. When time off has been requested and granted prior to the schedule being posted, the employee shall not be required to find a replacement.
18. Anything to the contrary of this Agreement notwithstanding, the Hospital may maintain and use a pool employee list. It is not the intention to use such lists to reduce the normal straight time work of regular employees, but rather to provide coverage as needed.

19. Time spent in mandatory meetings shall be compensable time in accordance with applicable law. Employees shall be excluded from such meetings when on vacation or their regularly scheduled day off.

**F. Use of Overtime in Emergency Situations Short of Mandation**

The nature of the patient care services provided by the Hospital necessitate that the Hospital's licensure staffing requirements be met at all times. When an extreme situation involving essential patient care needs exists and the Hospital is unable to meet those needs despite its best efforts, staff may volunteer to work additional shifts.

Such an event occurs when, after all attempts to fill existing staffing vacancies are made, additional staff are still needed. At that point, any volunteer time will be paid at time and one half for any hours worked over eight (8) hours in a work day. Should the volunteer be required to work a double shift, the hospital will provide one free meal.

**G. Use of Mandation**

The Hospital will comply with all applicable provisions of the Pennsylvania Prohibition of Excessive Overtime in Healthcare Act (Act No. 102).

1. Prior to mandatory overtime, the Hospital must exhaust reasonable efforts to maintain staffing, including, but not limited to, seeking personnel from a contracted agency. Volunteers will be accepted first.
2. Mandations shall be made in inverse order of seniority on a rotating basis.
3. The Hospital will maintain an ongoing logbook of mandation which will be reviewed prior to each mandation.
4. When feasible, staff will be given a minimum of two (2) hours notice prior to mandation.
5. Any staff mandated to work overtime will be entitled to double time for those hours.
6. The Staffing Coordinator/Nursing Supervisor will continue to make reasonable efforts to replace the employee during the shift. It will count as mandation, regardless of midshift replacement.

**XXII. STAFFING**

The Hospital and the Union recognize that staffing levels may fluctuate depending on census, acuity, length of stay, shift, equipment and supplies, among other factors. As such, the Hospital

shall have the exclusive right to determine staffing levels and configurations of units, and shall have the exclusive right to create staffing matrices for its various units and/or shifts.

The parties agree that the Hospital's actions pursuant to this Article shall not be subject to the grievance and arbitration provisions of this Agreement. The Hospital agrees that before making any change(s) to a staffing matrix it will provide the Union no less than seven (7) days' notice and an opportunity to discuss the change(s). At the expiration of this seven (7) day period, the Hospital may implement the change(s).

## **ECONOMIC HEALTH**

### **XXIII. REDUCTION IN FORCE AND RECALL, PROMOTIONS AND TRANSFERS**

#### **A. RIF Procedure**

Reduction in Force: The Parties recognize that there may be some instances in which a Reduction in Force ("RIF") may occur. A RIF is the permanent elimination or temporary reduction of a full-time or part-time employee's position.

The Hospital will give the Union notice of any RIF at least fourteen (14) days before it is implemented. If requested, the Hospital will meet and confer with the Union regarding the RIF.

In the event of a RIF within a unit or department, the following will be the order of reduction: first, anyone on a final written warning; then, by inverse order of seniority within (0.5) bands of performance ratings (e.g., 3.00-3.49) according to the most recent Employee performance evaluations. Seniority lists will be maintained and available for inspection by the Union. The discipline resulting in the final written warning must have been administered more than 30 days prior to a RIF to have the effect of suspending seniority rights, and can be used for this purpose for no more than 12 months.

The Hospital will provide employees affected by the RIF with a copy of all available vacancies in the Hospital. The affected employee will be given first choice, subject to the Hospital's discretion, of available jobs for which s/he is fully qualified and has demonstrated current competencies, and the acceptance of any position will remove the employee from the recall list, discussed below. In addition, the Hospital may choose to work with any staff member rated above the midpoint of his/her most recent evaluation to find or create a suitable position in the event they are subject to a RIF.

B. Recall

Recall is available for twelve (12) months from the date of the RIF, and it is the employee's responsibility to keep the Hospital informed of his/her current address and telephone number during this time. In the filling of job vacancies during this twelve (12) month period, employees will be called in reverse order from the RIF. The Hospital will send any recall offer by certified mail with a copy to the Union, and the employee must accept it within 72 hours of receipt and be ready to return to work within fourteen (14) days of acceptance. Employees on the recall roster who turn down a recall offer or fail to return to work as outlined above, will be permanently removed from the recall roster for the balance of the twelve (12) month time period and will be considered to have voluntarily resigned.

**XXIV. PAY**

Pay Rates and Shift Differentials for bargaining unit jobs are attached hereto as Appendix B, and incorporated herein by reference. In hiring new employees, the Hospital shall determine the number of years of credited experience the employee has for the particular job classification he/she is being hired into and will place that employee into the range accordingly.

Any existing employee whose pay rate, as of the date of ratification of this Agreement, falls within or above the range for his or her particular job classification shall maintain his or her existing wage rate while employed in that classification for the duration of this Agreement.<sup>1</sup> In the event such employee is a Baylor Nurse as of the date of ratification, the employee shall not receive the shift differentials for Baylor Nurses set forth in Appendix A for the duration of this Agreement.

Nothing in this Agreement shall prohibit the Hospital from increasing the rates listed in Appendix B in order to keep up with the market, or attract and retain staff in those jobs. The Hospital shall give notice to and consult with the union prior to doing so.

No existing employee shall suffer a reduction in his or her rate of pay upon ratification as a result of any provision in this Agreement.

**Across the Board Base Increase**

All full-time, part-time, and per diem (PRN) employees are eligible for the following increase:

Effective the first full pay period of January, 2019, all bargaining unit employees will receive an increase to base pay of one percent (1.0%).

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<sup>1</sup> Existing employees received a one-time, lump sum "ratification bonus" prior to the effective date of this collective bargaining agreement.

## **Specialty Certification – Psychiatric-Mental Health Nursing**

Employees who obtain a Specialty Certification for Psychiatric-Mental Health Nursing through the ANCC Certification Center prior to or during the term of this Agreement shall receive a one-time bonus of \$1000 gross (minus deductions), with a Maintenance of Certification Bonus of \$250 gross (minus deductions) to be paid upon proof of 75 CEUs and another \$250 gross (minus deductions) upon renewal of certification. The Hospital will reimburse employees for the cost of taking the test to obtain such Certification on one occasion during the term of this Agreement.

## **Performance-based Quality Bonuses**

In order to be eligible for the following lump sum bonuses, employees must be either Baylor Nurses or RNs of part time or full time status (excluding PRNS) and must be employed on the effective date and be, and have been, in good standing with the Hospital for the preceding year. To be in good standing an employee must have no discipline of a Final Written Warning in his/her employee file.

Effective the first full pay period of February, 2018, all eligible employees will receive up to two (2) lump sum bonuses in the amount of \$350 each, subject to the same conditions governing the receipt of annual lump sum bonuses set forth in the collective bargaining agreement between the Hospital and Teamsters Local 107 dated July 1, 2014 through December 31, 2019.

Effective the first full pay period of February, 2019, all eligible employees will receive up to two (2) lump sum bonuses in the amount of \$350 each, subject to the same conditions governing the receipt of annual lump sum bonuses set forth in the current collective bargaining agreement between the Hospital and Teamsters Local 107, dated July 1, 2014 through December 31, 2019.

Effective the first full pay period of February, 2020, all eligible employees will receive up to two (2) lump sum bonuses in the amount of \$350 each, subject to the same conditions governing the receipt of annual lump sum bonuses set forth in the collective bargaining agreement between the Hospital and Teamsters Local 107 dated July 1, 2014 through December 31, 2019.

Effective the first full pay period of February, 2021, all eligible employees will receive up to two (2) lump sum bonuses in the amount of \$350 each, subject to the same conditions governing the receipt of annual lump sum bonuses set forth in the collective bargaining agreement between the Hospital and Teamsters Local 107 dated July 1, 2014 through December 31, 2019.

Effective the first full pay period of February, 2022, all eligible employees will receive up to two (2) lump sum bonuses in the amount of \$350 each, subject to the same conditions governing the receipt of annual lump sum bonuses set forth in the collective bargaining agreement between the Hospital and Teamsters Local 107 dated July 1, 2014 through December 31, 2019.

## **Promotions and Demotions**

Employees promoted to a classification with a higher range of pay, shall be placed within the range according to their years of experience effective the pay period next following the effective date of their promotion.

Employees moving to a classification with a lower range of pay, shall be placed within the range according to their years of experience effective the pay period next following the effective date of their move to the classification in the lower scale.

## **XXV. SHIFT DIFFERENTIALS**

Shift differentials are set forth in Appendix B of this Agreement. Evening differentials apply for shifts starting between 3:00pm and 10:59pm. Night differentials apply for shifts starting at 11:00pm through 6:59am. Weekend differentials apply from Friday 11pm through Sunday 10:59pm. The weekend differential will also be paid for all overtime hours worked between 11:00pm Sunday and 6:59am Monday.

## **XXVI. WORK:LIFE BALANCE**

### **PTO (Paid Time Off) and Leaves of Absence**

The Hospital and the Union agree that striking a healthy work/life balance requires that employees have access to sufficient paid time off, including Holidays, approved Leave (both paid and unpaid), and time for vacations, recuperation from sickness or genuine emergencies. The Hospital and the Union also agree that all staff, clinical and non-clinical, licensed and non-licensed, of any and all disciplines should be treated the same.

Accordingly, Employees covered by this Agreement shall be covered by the same PTO, Paid Leave, and Unpaid Leave as every other non-bargaining unit Employee at the Hospital.

The Hospital's Paid and Unpaid Leave policies are to be administered in accordance with the Hospital and departmental procedures as delineated in the Employee Handbook incorporated herein by reference, unless expressly provided for in this Agreement.

Nothing in this Agreement shall prohibit the Hospital from increasing the value of these benefits in order to keep up with the market, or attract and retain staff in those jobs. The Hospital shall give notice to and consult with the union prior to doing so.

## **XXVII. HOLIDAYS**

The following are Hospital-recognized holidays, and Employees shall work a two year holiday rotation as follows:

"A"

"B"

Memorial Day  
Labor Day  
Christmas Day

Independence Day – July 4<sup>th</sup>  
Thanksgiving Day  
New Year's Day

Assignment of current employees as of ratification will be based on past practices in their unit or department. Newly hired employees will be assigned to a holiday rotation upon hire.

Employees may switch individual holidays by mutual agreement with management approval, however such switches shall not affect the rotation assignment.

PRNs and Baylors shall work the holiday rotation under the same terms above, except that PRNs and Baylor nurses shall only be required to work one summer holiday and one winter holiday each year.

### **XXVIII. BENEFITS**

Bargaining unit employees shall be eligible for benefits on the same basis as provided to non-bargaining part time and full time employees. Benefits shall include, but not be limited to, medical, dental, life, long term disability and 401(k). The hospital reserves the right to change or modify its benefit program, including the eligibility and plan options offered, the insurance carriers and administrators, the benefit types, the amount of co-pays and deductibles and the amount of employee contribution for individual and dependent coverage, provided that such changes or modifications are the same as it offers its other non-bargaining employees.

401(k) Retirement Savings Plan: Employees in the bargaining unit will be eligible to participate in the UHS Retirement Savings Plan 401(k) on the same basis as non-bargaining unit employees.

Stock Purchase Plan: Employees in the bargaining unit may also participate in the UHS Employee Stock Purchase Plan on the same basis as non-bargaining unit employees.

Nothing in this Agreement shall prohibit the Hospital from increasing the value of these benefits in order to keep up with the market, or attract and retain staff in those jobs. The Hospital shall give notice to and consult with the union prior to doing so.

### **XXIX. JURY DUTY**

The Hospital agrees to compensate all employees (excluding PRNs) the difference between the wages they would have received at their regular rate and the compensation they actually received while serving as a juror for all the time lost from their regular working hours. This does not apply to those who voluntarily apply for jury duty.

### **XXX. FUNERAL LEAVE**

A regular employee shall be entitled to leave with pay at his/her regular rate of pay for a maximum of three (3) regularly scheduled work days lost in case of death in his/her immediate



family, namely parent, step-parent, spouse, grandparent, grandchild, child, sibling, mother-in-law, father in law, provided that the employee is prepared to offer valid proof of death and relationship upon request. In the event of an aunt, uncle, niece, nephew, brother-in-law, or sister-in-law, one (1) day off with pay shall be given to attend the funeral.

## MISCELLANEOUS

### **XXXI. SENIORITY**

Seniority shall be defined as the employee's duration of continuous service calculated from the most recent date of hire into the bargaining unit and will continue to accrue absent a break in service. Seniority lists will be maintained by the Hospital and shared with the Union upon request.

Continuous Service: The continuous service record of any employee shall be broken by:

- A. voluntary quitting or taking a job elsewhere when his/her work is available at the hospital;
- B. discharge for just cause, or discharge of an employee in his/her probationary period;
- C. failure to report at the expiration of a leave of absence unless reasonable excuse is shown;
- D. absence from work for three (3) consecutive working days without notifying the Hospital;
- E. absence from work for any reason other than RIF for a period of six months, provided that the Hospital shall comply with its obligations under applicable law. This period may be extended for another six months solely at management's discretion. When absence is due to a work-related injury for which workers' compensation is being received, employees with over six (6) years of continuous service shall be entitled to six months plus one (1) additional month for each such year of service. In the event of a RIF, the employee's continuous service record shall not be broken except for a RIF exceeding one (1) year.
- F. transfer and/or promotion to a non-bargaining unit position within the Hospital; however, if the employee returns to a bargaining unit position within 60 days, the employee's seniority shall be treated as continuous, less the time spent in the non-bargaining unit position.

### **XXXII. UNION SECURITY AND DUES CHECKOFF**

It shall be a condition of employment that all employees in the bargaining unit shall maintain membership in good standing in the Union. Newly hired employees shall join and maintain membership in the Union upon the completion of their probationary period. Membership in good standing shall be defined as regularly tendering dues, fees, and assessments as the association, subject to federal law, may uniformly require.

An employee who has failed to tender such periodic dues within 30 days of written notice of their obligation to do so shall, upon written notice, to the employees and the Hospital be discharged, if such dues are not paid.

**Dues Check off Authorization.** Upon receipt of written authorization from an employee, the Hospital shall, pursuant to such authorization deduct such dues, fees, and assessments from the wages due said employee each month.

The Union shall inform the Hospital of the appropriate deduction amounts, and shall provide the Hospital at least thirty days notice of any changes.

**Dues Report.** The Hospital shall remit to the Union at its principal office, no later than the 15th of the month following the month during which the deductions were made, all monies deducted on behalf of the Union, together with an itemized report showing the name, total earnings, and deduction for each employee. A printed copy of the report shall also be provided to the Treasurer of the Local Union.

**Monthly Update.** The Hospital agrees to provide the President of the local Union, with a copy to PASNAP at its Conshohocken office, each month, the names of the newly hired employees, their addresses, social security numbers, job classifications, initial wage rate, and date of hire, as well as a list of all terminated employees with their dates of termination, and a list of employees on leave of absence.

The Union shall indemnify and hold the Hospital harmless against any and all claims, demands, suits, and other forms of liability, financial or otherwise, that may arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with the provisions of this article.

**Political Advocacy Fund.** Upon receipt of a voluntary written authorization from an employee, the Hospital shall, pursuant to such authorization, deduct monthly the amount and remit to the political advocacy fund of the Union.

The Hospital shall remit to the Union at its at its Conshohocken office, no later than the 15<sup>th</sup> of the month following the month during which deductions were made, all monies deducted on behalf of the political advocacy fund, together with an itemized report showing the name and deduction amount for each employee who has authorized such deduction.

### **XXXIII. SAVINGS CLAUSE**

It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the United States and the Commonwealth of Pennsylvania. Should it later be determined that it would be a violation of any legally effective governmental or state order or statute to comply with any provision or provision of this Agreement, the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making such provision or provisions conform to such governmental or state order or statute so long as they shall remain legally effective and the other provisions of this Agreement shall not be affected thereby.

### **XXXIV. COMPLETE AGREEMENT**

It is acknowledged and agreed that in the course of negotiations preceding the execution of this Agreement, matters and issues of interest to the Union, the Employees and the Hospital pertaining to wages, hours and other terms and conditions of employment were fully considered and negotiated, that each party was offered the unrestricted right to pursue and discuss proposals pertaining to such matters, and that the understanding and agreements arrived at by the parties during the course of these negotiations are fully set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supercedes all previous agreements, commitments, or practices, whether oral or written, unless expressly stated to the contrary herein.

### **XXXV. AMENDMENTS**

Any amendment or alteration of the terms of this Agreement shall be in writing, countersigned by the parties, with date, scope and duration of the amendment specified or the amendment shall have no force of effect, and shall not be admissible in any proceeding authorized under this Agreement.

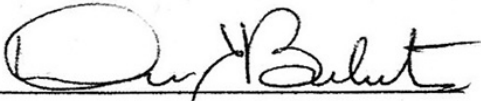

**XXXVI. DURATION OF AGREEMENT**

This Agreement shall be in full force and effect as of January 1, 2018 and shall remain in effect to and including January 31, 2023.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2018.

THE BROOKE GLEN NURSES'  
ASSOCIATION/PENNSYLVANIA ASSOCIATION  
OF STAFF NURSES AND ALLIED PROFESSIONALS  
HOSPITAL

BROOKE GLEN BEHAVIORAL

By:   


By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:   
\_\_\_\_\_

ATTEST: \_\_\_\_\_

**APPENDIX A: SAFE HARBOR DOCUMENTATION FORM**

This form is to be used if an employee evidences a good faith belief that they have been given an assignment or instructions that compromises patient care or patient safety. After reporting their concerns to their direct supervisor as soon as practically possible stating the specific nature of the objection, they will complete the attached documentation form **within 24 hours of the incident** and give it to their direct supervisor and a copy to Human Resources.

Specific documentation will include the assignment, the employee’s stated concern about the assignment, and, specific direction given to the employee to accomplish the assignment. **Please Note:** The Safe Harbor process does not give the employee the right in any way to refuse a directive. The Safe Harbor process does allow for an employee to voice their concern about a directive without concern of retaliation and, if any liability ensues from the specific instruction objected to under this process, the Hospital will indemnify and hold harmless the Employee for execution of the instruction.

Today’s Date \_\_\_\_\_

Employee Name (Print) \_\_\_\_\_

Employee Position Title and Telephone Number \_\_\_\_\_

Date of Directive or Incident In Question \_\_\_\_\_

Name of Person Giving Directive \_\_\_\_\_

Summary of What Occurred, Document Specific Factual Comments Only including your reason for objecting to the directive. (Please use additional paper if needed).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of any Employee(s) who were present during the conversation

\_\_\_\_\_

I attest that the statements made above are true and accurate.

\_\_\_\_\_

Employee Signature Date

**APPENDIX B**

<b>Brooke Glen Behavioral Hospital Active PASNAP Job Titles</b>		
	<b>Range</b>	<b>Differential</b>
RNs (including A & R Nurses)	\$26.00 – \$35.00	Evening: \$4.00, Night: \$4.25, Weekend: \$2.50, Charge Nurse: \$3.25, Preceptor: \$3.00
Baylor Nurses	\$26.00 -- \$33.00	Evening/Night: \$5.50*, Weekend: \$5.50* *New Hires Only Charge Nurse: \$3.25, Preceptor: \$3.00
PRNs	\$34.00	Evening: \$4.00, Night: \$4.25, Weekend: \$2.50, Charge Nurse: \$3.25, Preceptor: \$3.00

**Brooke Glen Behavioral Hospital  
and  
PASNAP**

**Side Letter**

Subject to ratification of the parties' collective bargaining agreement by December 23, 2017, the Hospital agrees that the following nurses will receive the next step increase (one only) that would have been due under the terms of the parties' collective agreement that expired on September 30, 2014: Valerie Riling, Dolores Rios, Catherine Lane, Margaret McLean, Eunju Lee, Jasmine Hurt, Sharon Crafton, Jenny Adams, Alexandra McGrorty, and Harry Krimmel. Under the terms of the parties' expired agreement, these individuals would have been due a step increase on or before December 31, 2018.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Brooke Glen Behavioral Hospital  
and  
PASNAP**

**Side Letter**

The following language provides clarification regarding following the language in Hospital’s current Pay Proposal: “Nothing in this Agreement shall prohibit the Hospital from increasing the rates listed in Appendix A in order to keep up with the market, or attract and retain staff in those jobs. The Hospital shall give notice to and consult with the union prior to doing so.”

Pursuant to this language, the Hospital has the discretion to raise rates listed in Appendix B, for new hires and for those existing employees whose pay rates fall within the ranges, in order to keep up with the market, or attract or retain staff. Likewise, the Hospital has the discretion to raise the pay rates of existing staff members who are above these pay ranges, in order to keep up with the market, or attract and retain staff. In either case, the Hospital shall give notice to the union prior to increasing any rates.

In addition, in the event that the Hospital decides to raise its rates, as set forth above, the Hospital will treat employees similarly, based on their experience.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Brooke Glen Behavioral Hospital  
and  
PASNAP**

**Side Letter**

Subject to ratification of the parties' collective bargaining agreement by December 23, 2017, and the withdrawal of any pending grievances regarding unpaid PTO, the Hospital agrees that the following nurses will have available five (5) days of unpaid PTO to be used in calendar year 2018 only: Chris Kaun, Dawn Walker, and Donna Berkowitz.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

Date: \_\_\_\_\_

Date: \_\_\_\_\_