

Collective Bargaining Agreement

between

Lower Bucks Hospital

and

Nurses Association of Lower Bucks Hospital/PASNAP

October 12, 2020 – October 11, 2023

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A G R E E M E N T

Agreement made on this October 12, 2020 by and between Prime Healthcare Services – Lower Bucks, LLC, herein after referred to as “the Hospital”, located in Bristol Pennsylvania, and the Nurses Association of Lower Bucks Hospital/Pennsylvania Association of Staff Nurses and Allied Professionals (“PASNAP”) with principal office located at One Fayette Street, Suite 450, Conshohocken, PA 19428, acting herein on behalf of certain employees of the Hospital, as hereinafter defined, (now employed and hereinafter to be employed and collectively designated as the “employees”).

W I T N E S S E T H

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

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

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

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

ARTICLE 1 RECOGNITION

Section 1.

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

All full-time, regular part-time registered nurses employed at Lower Bucks Hospital; and excluding all other professional employees, non-professional employees, licensed technical, service and maintenance and clerical employees, management employees, supervisors, first- level supervisors, confidential employees and guards. Regular part-time nurses are those who less than 35 hours per workweek, or are in the Weekend Program

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

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

Section 3. At the time a new Employee subject to this Agreement is hired, the Hospital shall deliver to said Employee a copy of this collective bargaining agreement.

ARTICLE 2 MAINTENANCE OF MEMBERSHIP

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

Section 2. Agency Fee: All employees hired on or after August 5, 2011, who do not become members of the Association upon the expiration of their probationary period, shall, as a condition of employment, effective the date of this Agreement, pay to the Association each month, an agency fee in an amount not to exceed standard Association fees of periodic dues related to the costs incurred by the Association that are related to collective bargaining, contract administration and/or grievance adjustment. Employees who were not members of the Association before August 5, 2011, will not be subject to payment of any agency fees during their employment with the Hospital.

Section 3. An employee hired after August 5, 2011, who has either failed to maintain membership in good standing, or pay agency fees, shall be subject to discharge from employment within twenty (20) calendar days following the Hospital's receipt of a written demand from the Association requesting the employee's discharge, provided that the Association demonstrates the employee's non-compliance with either Section 1 or Section 2 of this Article.

ARTICLE 3 CHECK OFF

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

Section 2. The Hospital shall be relieved from making such check off deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay off from work, or (d) an approved leave of unpaid absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. This provision, however, shall not relieve any Association members of the obligation to make the required dues and assessment payments pursuant to the Association constitution in order to remain in good standing.

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

Section 4. No later than the 15th of each month, the Hospital shall remit to the Association, at its principal office, deductions made from the wages of employees for the preceding month, together with a list of all employees from whom deductions have been made, showing the amount of the deduction and gross wages of each employee.

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

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

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

ARTICLE 4 ASSOCIATION ACTIVITY, VISITATION AND BULLETIN BOARD

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

Section 2. Representatives of the Association, upon notice to the Human Resources Department or its designee, shall have reasonable access to the Hospital premises for the purpose of administering this Agreement. The Union representative shall conduct business in non-patient care areas and shall not disrupt patient care or Hospital operations. With permission of the Human Resources Department or its designee, representatives of the Association may have access to conference rooms at the Hospital including, but not limited to, the Patient Care Pavilion Conference Rooms. Reasonable access is contingent upon there being no disruption or interference with patient care. The Association shall notify the Director of Human Resources, via email, at least two weeks in advance when it seeks to use a Patient Care Pavilion Conference Room. Such use will be deemed approved unless the Hospital responds at least one week prior to the scheduled use and notifies the Association that the room is unavailable.

Throughout the duration of this contract, on the Wednesday of National Nurses Week, the Hospital shall allow the Association full use of Conference Room A or B, or a comparable location, from 11:00 a.m. until 3:00 p.m. for Association activity.

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

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

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

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

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

ARTICLE 5
NO STRIKE OR LOCKOUT

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

Section 2. During the term of this Agreement, including any extensions of this Agreement, the Association, its officers, agents, representatives and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in or sanction any picketing, leafleting (as defined in Section 1), strike, sympathy strike, sit-down, slow-down, cessation, stoppage, interruption of work, boycott or interference with the normal and regular operations on the Hospital's campus (including any of the Hospital's affiliated operations or other properties) where such picketing, leafleting, strike, sympathy strike, sit-down, slow-down, cessation, stoppage, interruption of work, boycott, or any other form of interference with the Hospital operations is in violation of a collective bargaining agreement covering the employees of another Hospital bargaining unit, or is otherwise illegal.

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

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

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

ARTICLE 6 MANAGEMENT RIGHTS

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

ARTICLE 7 PROBATIONARY EMPLOYEES

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

ARTICLE 8
NO DISCRIMINATION

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

ARTICLE 9 GRIEVANCE PROCEDURE

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

Step 1: An employee having a grievance, and his/her local unit grievance representative, if requested, shall discuss it with his/her immediate supervisor within fourteen (14) days after it arose or should have been known to the employee. This grievance must be reduced to writing and on the grievance forms provided by the Hospital. The Hospital shall give its written response through the supervisor to the employee, and his/her local unit grievance representative, within seven (7) days after the presentation of the grievance.

Step 2: If the grievance is not settled in Step 1, the grievance may, within seven (7) days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing on grievance forms provided by the Hospital, signed by the grievant and his/her local unit grievance representative, and presented to the Human Resources Department. The Human Resources Department will then assign a number and forward the grievance to the appropriate department head or designee.

A grievance so presented in Step 2 shall be answered in writing within seven (7) days after its presentation.

Step 3: If the grievance is not settled in Step 2, the grievance may, within ten (10) days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the Human Resources Department. The Human Resources Department shall hold a hearing within seven (7) days and shall thereafter render a decision in writing within ten (10) days.

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

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

Section 4. When a disciplinary interview is scheduled, the nurse will be advised by the Hospital of his/her right to have an association representative present at the meeting. If requested, the nurse will be given sufficient time to contact an association representative.

Section 5.

a. The Hospital will notify the Union in writing of any discharge or suspension, including removal from the schedule pending investigation, within twenty-four (24) hours following the discharge, suspension or removal from schedule.

b. An employee who has been suspended or discharged, or the Association on his or her behalf, may file within seven (7) days of the suspension or discharge a grievance in writing in respect thereof with the Human Resources Department at Step 3 of the foregoing Grievance Procedure. The Association shall be notified on a timely basis of any suspension or discharge.

Section 6. All time limits herein specified shall be deemed to be inclusive of Saturdays, Sundays and holidays, and may be extended by mutual agreement.

Section 7. Failure by the union to process any grievance in compliance with the above time limits results in the grievance being dismissed.

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

Section 9. A grievance which affects a substantial number or class of employees may initially be presented at Step 2 or Step 3 by the Association. The grievance shall then be processed in accordance with the Grievance Procedure.

Section 10. All references to days in this article shall mean consecutive calendar days.

ARTICLE 10 ARBITRATION

Section 1.

a. A grievance, which has not been resolved, may, within thirty (30) working days after completion of the grievance procedure, be referred for arbitration by the Hospital or the Union to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules of the American Arbitration Association then prevailing.

b. Prior to appealing to arbitration, by mutual agreement the Hospital and the Association may request Mediation/Arbitration to resolve the grievance.

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

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

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

ARTICLE 11 PERSONNEL PRACTICES

Section 1. Minor Infractions: All minor infractions (verbal or written warnings) on an Employee's record shall be cleared after one year, provided that the one year shall be free of infractions.

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

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

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

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

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

ARTICLE 12 RESIGNATION

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

Section 2. An employee who gives such notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation and personal time earned as of the effective date of the resignation or termination. Vacation and /or personal days approved and scheduled prior to notice of resignation may be taken after the date of notice and before the date of the resignation. Vacation requests made after the notice of resignation is submitted will not be approved. Sick leave used after notice is given shall be paid only if appropriate medical certification is provided. If notice is not given as provided above an employee shall not be entitled to such payment, provided it was physically possible for the employee to have given such notice.

ARTICLE 13
SENIORITY, LAYOFF AND PROMOTIONS

Section 1. Definition

a. Hospital seniority shall be defined as the length of time of continuous employment by Lower Bucks Hospital in any job title, including pool, beginning with the Start Date, which is the first date of employment at the Hospital in any job title. Hospital Seniority shall therefore equal the Start Date, which shall also equal the Hire Date. When two or more employees are hired on the same day, seniority shall be based upon the “alpha sequence” of their surnames as of their date of hire. This section shall apply to vacation selection.

b. Bargaining unit seniority shall be defined as the cumulative length of time in the Registered Nurse bargaining unit. Bargaining Unit Seniority shall be calculated by subtracting from Hospital Seniority any time spent in a job title at the Hospital outside of the bargaining unit, such as pool or a management position. Registered Nurses hired the same date will be carried on the seniority list by the Hospital seniority. This section shall apply to promotion/transfer and lay off purposes.

Section 2. Accrual

a. A Registered Nurse’s seniority shall commence after the completion of his/her probationary period and shall be retroactive to the start of his/her probationary period.

b. Bargaining unit seniority shall accrue: (1) during an authorized leave of absence with pay; (2) during an authorized leave of absence without pay because of Family Medical Leave Act (FMLA) or accident for a period of time not to exceed the lesser of six months or a Registered Nurse’s length of service; (3) during military service as provided by Federal Law.

c. A Registered Nurse will not accrue, but will not lose bargaining unit seniority: (1) during an authorized leave of absence without pay; (2) during a layoff in excess of the lesser of twelve (12) months or the length of his/her service with the Hospital.

d. Temporary Registered Nurses defined by Article I, Section 1b shall have no seniority during the time they occupy the status of temporary Registered Nurse, but should any temporary Registered Nurse become permanent, his/her temporary status shall be retroactive to the date of employment subject to the provisions of Section 2(a) above. However, a Registered Nurse who has been in temporary status in the same job for six (6) consecutive months and is hired as a regular Registered Nurse in said job shall serve a thirty (30) day probationary period.

Section 3. Loss of Seniority

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

a. Voluntarily terminates his/her employment;

b. Is discharged for just cause;

c. Willfully exceeds the length, or violates the purpose, of an authorized leave of absence;

d. Is laid off for a period of twelve (12) months or the length of the Registered Nurse's service with the Hospital, whichever is less.

e. Fails to report in accordance with a notice for recall from layoff within seventy-two (72) hours of the time specified in the notice sent by certified mail to the last address furnished to the Hospital by the Registered Nurse. The Hospital shall send a copy of the notification to the Union.

f. An absence from work for two (2) consecutive workdays without notice or permission shall be deemed a voluntary resignation, provided it was physically possible for the employee to have given such notice.

Section 4. Reduction in Force

a. Reduction in Force (RIF) will be defined as:

- (1) The elimination of a bargaining unit position; or
- (2) A reduction of hours or status.

b. Any full-time or part-time Registered Nurse who is subject to a RIF may elect to be placed in a per diem status in lieu of a RIF. Such Registered Nurse will retain his/her full-time or part-time seniority and recall rights in accordance with this section.

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

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

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

Step Two: If there is no vacancy for which the displaced Registered Nurse is fully qualified, the displaced Registered Nurse may fill any regular full-time or part-time vacancy, and the Hospital will provide him/her with the necessary training, up to 90 calendar days, to assume the vacancy.

The Registered Nurse can choose to return to RIF status during the 90-calendar day training period, with recall and severance rights, but not bumping rights. If the Hospital determines that the Registered Nurse is not successful in completing the 90-calendar-day training period, he/she will return to RIF status, with recall and severance rights, but not bumping rights.

Step Three: In the event a full-time or part-time Registered Nurse chooses not to fill a vacancy described in Steps One and Two, he/she may displace another Registered Nurse within the bargaining

unit and with the same status (e.g. full-time to full-time or part-time to part-time), on the basis of bargaining unit seniority on the shift of their choice, where he/she has previously held the job or has demonstrated the ability and qualifications to perform the job.

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

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

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

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

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

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

i. Reduced Registered Nurses will be offered pool status and, before schedules are posted, will have preference for all available work for which they are qualified over pool Registered Nurse not in RIF status and any temporary agency personnel. Said Registered Nurses shall provide the Hospital with availability for work.

j. The RIF process will be carried out through a labor- management process with the goal of assisting Registered Nurses to fill the most appropriate position, in order of seniority of those affected. Steps Two and Three above will be offered simultaneously to each affected nurse.

Section 5. Recall from RIF:

a. In the event a Registered Nurse is reduced, he/she shall have recall rights for a period not to exceed twelve (12) consecutive months or for the length of the Registered Nurse’s service, whichever is less.

b. Registered Nurses on RIF shall be recalled as follows:

By order of seniority provided that a Registered Nurse to be recalled possesses the skills, qualification and ability to immediately perform the available work and will assume that necessary schedule.

PROMOTION/TRANSFERS

Section 1.

a. When a promotional/transfer vacancy in a bargaining unit job occurs, the Hospital will post the opening for seven (7) calendar days.

b. All bids must be submitted electronically to the Hospital within the seven (7) day period.

c. When a promotional/transfer opportunity occurs, employees shall be considered on the following basis:

1. Ability to perform the job.
2. Satisfactory work record, including discipline issued within the last six (6) months, excluding minor infractions.
3. Bargaining unit seniority.
4. Approval of the hiring supervisor and such approval shall not be withheld without documented reasons.

Section 2.

a. An employee who is promoted/ transferred shall serve ninety (90) days in a probationary period on the new unit. If at any time within the 90 days the Hospital determines that any employee who changes units is not qualified for the job, or is not performing the work satisfactorily, the Employer may return the employee to the job from which they transferred, without loss of seniority, if the employee’s position remains available. An employee may, of their own accord, within 20 calendar days, decide to return to their former position without loss of seniority, provided that their position remains available.

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

Section 3. Any employee selected by the Hospital for a promotion out- side the bargaining unit may

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

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

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

This rule shall not apply:

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

Section 6. Whenever a job within the bargaining unit is posted by the Hospital, a copy of the notice shall also be posted on the Intranet, and provided directly to the Union. The Union shall provide an email list for this purpose and updated as needed.

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

ARTICLE 14 HOURS OF WORK

Section 1.

a. The regular workweek for all non-exempt, full-time Registered Nurses shall not exceed forty (40) hours. Nothing herein contained shall be considered a guarantee of work.

b. The start of the shift shall determine the day of the shift and the day shall end twenty-four (24) hours later.

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

Section 2. Cancellation

a. Cancellation shall be based on the staffing guidelines for each unit in the Hospital

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

For purposes of cancellation, an employee will be given two (2) hours' notice prior to the start of the shift as to whether the employee will be cancelled for an entire shift or any portion of a shift. If an employee is cancelled for a portion of the shift, that employee will not be subject to further cancellation for that shift.

Full-time and regular part-time RN's accrue benefits on their scheduled hours, which shall not be reduced as a result of cancellation.

b. Order of Cancellation

When there is a need to cancel staff, such cancellations shall be implemented in the following order, except when special skills and knowledge are required:

- (1) Volunteers per their request working overtime/extra shifts
- (2) Volunteers working their regular shift
- (3) External supplemental including blocked agency;
- (4) Extra shifts, if any, over staffing requirements for the shift then pool over staffing requirements for the shift;
- (5) Extra shifts not scheduled on the needs list;
- (6) Extra shifts scheduled on the needs list;
- (7) Pool

Employees working their regular shift who volunteer to be cancelled may utilize any accrued benefit time. Use of sick time for this purpose shall be capped at 36 hours per year.

With management's approval, nurses who would otherwise be cancelled shall be given the opportunity to stay to complete mandatory education or competencies, or to relieve another nurse in order for the other nurse to complete mandatory education or competencies. Such approval shall not be unreasonably denied.

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

On holidays when additional nurses can be released from work as a result of reduced census, per Art. 20 Sec. 3, pool nurses shall be cancelled only if no bargaining unit nurse chooses to be released.

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

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

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

e. A nurse can cancel an additional shift without being charged with an occurrence if forty-eight (48) hours advance notice is provided to the unit nurse manager, excluding shifts beginning Saturday 7:00

a.m. to Monday 6:59 a.m., and all legal holidays, including Halloween.

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

a. Seven (7) weeks prior to the start of a new schedule, a schedule plan sheet will be posted on the units for 10 calendar days for the staff to fill in their regularly scheduled hours.

b. Five (5) weeks prior to the start of the schedule, the Director or her/his designee will review the schedule, taking into consideration employee scheduling requests where possible and post the completed schedule and needs list for five (5) calendar days. Part time employees will be given preference over employees incurring overtime.

The needs list referenced in subsection b above can be completed by bargaining unit employees only for the first 5 days . Pool may be added after these posting periods.

c. Two (2) weeks prior to the start of the schedule, the final schedule will be posted, along with a needs list for any remaining available shifts.

Once posted the schedule shall not be changed, except for emergencies or by mutual agreement of

the manager and the employee. Once posted, schedules shall not be changed to avoid the payment of overtime.

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

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

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

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

ARTICLE 15 WAGE RATES

Section 1. The wage rate structure shall be based upon total years of registered nurse work experience as in the below grid:

	4% increase first pay period following date of ratification (October 12, 2020)	4% increase first pay period following October 12, 2021	3% increase first pay period following October 12, 2022
Start	31.74	33.01	34.00
1-2	33.47	34.81	35.85
2-4	34.91	36.31	37.40
4-7	37.42	38.92	40.08
7-10	38.86	40.42	41.63
10-15	40.31	41.92	43.18
15-20	42.03	43.71	45.02
20-25	43.61	45.35	46.71
25-30	43.83	45.58	46.95
30-35	44.03	45.79	47.17
35+	44.25	46.02	47.40

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

Section 3. A nurse assigned to charge on any shift shall receive a differential based on the below grid. Nurses assuming the charge role must have at least one year of recent experience in the field. Charge responsibilities will be assigned by the Clinical Coordinator or his/her designee.

Floor	Days	Evenings	Nights
4S	Only in the absence of a Clinical Coordinator	\$1.00	\$1.00
4E	Only in the absence of a Clinical Coordinator	\$1.00	\$1.00
4N	Only in the absence of a Clinical Coordinator	\$1.00	\$1.00
2N	\$1.00	\$1.00	\$1.00
ER	\$1.00	Only in the absence of a Clinical Coordinator	\$1.00

OR	Only in the absence of the Nurse Director and the Clinical Coordinator	----	----
BHU	\$1.00	\$1.00	\$1.00
SBHU	\$1.00	\$1.00	\$1.00
CCL	\$1.00	----	----
ICU	\$1.00	\$1.00	\$1.00

Section 4. Performance Review

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

ARTICLE 16 OVERTIME

Section 1. Non-exempt employees shall be paid one and one-half (1 ½) times their regular rate of pay for all authorized time worked in excess of forty (40) hours per week.

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

- (a) Overtime will be mandated based upon inverse order of seniority on a rotating basis with input from the nurses on duty.
- (b) Any nurse who is mandated shall be paid one and a half (1 ½) times his/her regular rate of pay for all mandatory hours worked.
- (c) In situations where mandatory overtime is proposed, an employee who volunteers to work overtime shall have the voluntary overtime count towards equalization of mandatory overtime;
- (d) The Hospital will document to the Association efforts made to avoid mandation.

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

Section 4. For the purposes of calculating overtime, holidays and vacation will not be counted as hours worked.

ARTICLE 17
SHIFT DIFFERENTIAL AND ON-CALL PAY

Section 1. The shift differentials shall be as follows:

Evening shift:	\$3.00/hour
8 hour third shift:	\$3.75/hour
12 hour Night shift:	\$3.50/hour

Shift differential shall be paid to all employees scheduled to work such shifts, whether as a result of permanent shift assignment or shift rotation. Differentials shall be applied per Hospital policy.

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

Section 3.

a. the weekend differential shall be \$1.50 per hour.

b. The weekend differential shall be paid on the shifts starting with the day shift on Saturday through the end of the Sunday night shift.

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

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

Section 6. Employees shall be paid \$3.00 per hour while on call.

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

ARTICLE 18 VACATION

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

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

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

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

Section 2. Vacation quotas shall be established by the Hospital taking into account the wishes of the employees and the staffing needs of the Hospital. No later than December 1 of each year, the Hospital shall post the vacation quota for each unit for each week of the next calendar year. For purposes of scheduling, the vacation year will be January 1 to December 31. There shall be no black out dates during the year when time off cannot be taken. During December 15 through January 7, vacation time will be awarded according to Hospital seniority order and then rotated equitably thereafter.

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

In the event additional vacation weeks remain open during the vacation year after the initial bidding period, employees may request weeks on a first-come first serve basis. Weekends may be included in

the scheduling of vacation and will not be unreasonably denied.

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

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

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

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

ARTICLE 19 HOLIDAYS

Section 1. The hospital recognizes six (6) holidays following completion of 30 days of employment. These holidays shall include the following:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Please see **Appendix E** for paid holiday hours for full- and part-time employees.

Section 2.

a. Full-time and part-time employees shall be entitled to personal days ~~to be taken before November 1~~ based on hours worked during a shift (7.5, 8, 10 hours, etc.) after his/her probationary period. Please see Appendix E for paid personal day hours for full- and part-time employees.

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

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

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

- a. If the employee works the actual holiday
- b. If the employee is cancelled for the holiday shift or the shift before or after the holiday
- c. If the employee is hospitalized
- d. If the employee is not cleared to work by the Hospital excluding a leave of absence
- e. If the employee is sick or injured, the Hospital may require written certification by a physician or other proof of illness or injury.

Section 5. In the event an employee is scheduled to work on a holiday, for the holidays worked, he/she will be paid 1 ½ times the regular rate of pay for hours worked on the holidays identified in Section 1 above. An employee shall receive an additional day off to be used within 30 days of the holiday. If a requested day off within 30 days is denied, the employee will have an additional 30 days to take the holiday before forfeiture. Any day denied shall have preference for choice of another requested day off within that 30 days. Shifts beginning after 3:00 p. m. on Christmas or New Years'

Eve will be paid at time and one-half.

Section 6. For OR, Cath Lab, SPU, and PACU: When on-call during a holiday, the employee who was on-call may choose to use their holiday on that day or schedule it within 30 days of the holiday at the regular rate of pay on that day.

ARTICLE 20 PAID LEAVE

Section 1. Bereavement Leave

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

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

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

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

Section 2. Jury Duty

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

ARTICLE 21 LEAVES OF ABSENCE

Section 1. Unpaid Leave

Nurses shall be eligible for unpaid leave in accordance with the following:

a. Military Leave – Registered Nurses will be granted military leaves of absence in accordance with applicable federal and/or state laws. In addition, Registered Nurses will be granted leaves of absence without pay to attend National Guard, U.S. Reserve training camps, and other similar involuntary military obligations, in compliance with federal and state laws.

b. Association Involvement - A leave of absence for a period not to exceed one year shall be granted to Registered Nurses with at least one year of bargaining unit seniority in order to accept a full-time position with the Association, provided such leaves will not interfere with the operation of the Hospital. Upon return to work, a Registered Nurse shall be entitled to return to his/her former position if it is vacant or filled by a temporary or probationary Registered Nurse. Otherwise, a Registered Nurse shall be able to exercise the recall rights specified in this Agreement. At no time shall more than one Registered Nurse be on leave of absence hereunder at the same time.

c. Family and Medical Leave Act of 1993: The Hospital will comply with the Family and Medical Leave Act, as amended from time to time. The current Hospital policy on FMLA implementation is available to Registered Nurses electronically on the Hospital's website.

d. Sick Leave: If an employee does not meet the eligibility requirements of the Family and Medical Leave Act, sick leave may be granted for up to three months with appropriate medical certification, and will be returned to their position upon return from leave.

e. Extended Sick Leave: A Registered Nurse, regardless of eligibility for FMLA, may request an extended sick leave for up to a total of twelve months, only in compliance with state and federal disability leave laws. A Registered Nurse who is on leave for greater than three months will be returned to the same position if it is available, or to the most nearly comparable position if one is available. If a comparable position is not available, the Registered Nurse shall be transferred to pool status with eligibility to return to a bargaining unit position within one year from the start of the leave of absence without loss of seniority. Registered Nurses who refuse pool status will be terminated from the Hospital and will be eligible for rehire for bargaining unit positions which become available within one year from the start of the leave of absence without loss of seniority. Registered Nurses who are medically unable to perform their job or a comparable job will maintain seniority rights for subsequent bargaining unit positions which become available within one year from the start of the medical leave.

Section 2. Other Leaves

a. A personal leave of absence for any Registered Nurse may be approved by Lower Bucks for a period not in excess of thirty (30) days, and may be renewed upon application to Lower Bucks. Lower Bucks will hold the position for the thirty (30) day period. Thereafter, the Registered Nurse may return to said position if it remains vacant or it is filled by a temporary Registered Nurse.

b. While on an unpaid personal or sick leave of absence, a Registered Nurse shall not be

entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. A Registered Nurse shall accrue seniority subject to the provisions of this Agreement. In addition, all benefits shall cease, unless the Registered Nurse is able to make arrangements to pay the full cost of such benefits. As a condition of reinstatement following a leave of absence for illness, Lower Bucks may require the Registered Nurse to receive the approval of the Hospital's Employee health service physician.

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

- a. Accepting other employment during a leave of absence;
- b. Failure to respond to Hospital inquiries regarding status if on unpaid sick leave;
- c. Misrepresentations regarding the reasons for applying for any leave of absence.

ARTICLE 22 HEALTH AND WELFARE

Section 1. Health Insurance

- a. All active full-time and part-time employees and their eligible dependents will be eligible on the first of the month following date of hire for the Hospital's Exclusive Provider Organization (EPO plan), which includes the current VSP vision plan (Choice of B or C).
- b. Employee contributions are listed in Appendix A. The plan design is shown in Appendix B.
- c. Tier 1.5: Services which are not provided by LBH or another Prime Healthcare facility within 35 miles of the Hospital will be considered Tier 1 services. Services will be treated as not provided by the Hospital or another Prime Healthcare Facility within 35 miles of the Hospital if there are less than three board-certified physicians in the specialty within the applicable Prime facilities providing such services.

The Hospital agrees that any service performed on an employee under a Tier 1.5 benefit, should any ancillary service and/or follow up care that may be required as part of or as a result of that service, may be performed by the Tier 2 provider after prior approval and will be treated as Tier 1, provided there are less than three (3) board certified physicians in the specialty within the applicable Prime facilities providing such services.

Nurses may access Primary Care Physicians with no pre-authorization and Specialists if referred by their PCPs within the Blue Cross/Blue Shield network (Tier 2) with pre-authorization for in office consultation and it will be treated under the 1.5 benefit as Tier 1. Such approval shall not be unreasonably denied. Any pre-approved authorized services will be treated as Tier 1 and any follow-up care that may be required, performed by the same physician, shall be treated as Tier 1.5.

d. There shall be no pre-authorization required for Primary Care, Preventative Care, Pediatric Care, Urgent Care, Emergency Room Services, Emergency Care Procedures, Mental Health Services, OBGYN visits or Well Woman Care.

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

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

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

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

Prescription Drugs:

Out-of-pocket maximum included in Medical: \$2500 individual/\$5000 family

Copays: Specialty generic \$100

Specialty brand \$200

Compound drugs are not covered unless FDA approved and clinically proven to provide a beneficial outcome.

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

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

Section 2. Nurses may enroll in the Hospital's Value Plan at rates applicable generally to Hospital employees. Employee contributions are listed in Appendix A. Plan design is listed in Appendix B. Weekend Program benefit options are located in Appendix D.

Section 3. Prescription Insurance

Effective on January 1, 2020, the prescription insurance for the Hospital's ~~Platinum~~ EPO plan is contained in Appendix B.

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

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

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

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

Section 7. Life Insurance

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

b. Full- and part-time eligible members of the bargaining unit shall be given the opportunity to apply for optional life insurance. Optional life insurance is offered in increments of one and a half, two- or three-times annual salary up to \$300,000. After initial enrollment at the time of employment or implementation of the program, any request above the Guarantee Issue amount for an increase in coverage must be submitted for approval to the insurance carrier with proof of medical evidence of insurability.

Section 8. Long Term and Short-Term Disability

a. Long Term Disability (LTD)

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

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

b. Voluntary Short-Term Disability (STD)

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

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

Section 9. All employees will be eligible for MERP per the limitations set forth.

ARTICLE 23 PAID SICK LEAVE

Section 1. “Sick Leave” is defined as an absence of a nurse from work by reason of illness or accident which is not work-related or is not compensable under the Workers’ Compensation Laws of Pennsylvania.

Section 2. Eligibility and Benefits

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

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

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

ARTICLE 24 EDUCATION AND TRAINING

Section 1. The Hospital shall continue to provide meaningful in-service education to all nurse employees. When an employee is required to attend in-service training, such employees shall be paid at their base rate. The Hospital shall provide training on new equipment or technology to all employees on all shifts prior to implementation. In-service trainings or competencies shall be provided at the hospital, on the employee's regular shift, if possible.

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

Section 3.

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

For full-time, part-time and weekend program employees certified after date of ratification, the following is the annual certification bonus:

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

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

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

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

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

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

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

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

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

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

ARTICLE 25 HEALTH AND SAFETY

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

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

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

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

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

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

ARTICLE 26 SEPARABILITY

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

ARTICLE 27 MISCELLANEOUS

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

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

Section 2. Within 90 days of ratification of this agreement, and then on an annual basis, the Employer will provide two (2) sets of uniforms for full-time employees and one (1) uniform for part-time employees, or shall reimburse employees who choose to purchase their own uniform in the color of the Hospital's choice, up to the cost for the Employer's chosen uniform.

ARTICLE 28 PAST PRACTICES

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

ARTICLE 29
LABOR MANAGEMENT MEETING

Combined meetings shall be held each month including Labor Management, Clinical Practice, and Health and Safety, for a duration of no less than 2 hours. Participants shall include one director, coordinator from every unit or designee, one nurse from every unit or designee, the Executive Board of the Union, Chief Nursing Officer and Director of Human Resources. Attendees from the bargaining unit as defined above shall be paid for their participation, excluding time for pre-meeting or post-meeting caucuses. Either side may invite additional participants to attend based on agenda topics. Committee participants will be released from assignment if working. If the participant is working, he/she must return to their unit immediately following completion of the meeting. If cancelled by management, the meeting must be rescheduled and held within 10 days. Issues raised will receive a written response from management with a plan of action and status update on steps taken to address the issue within 2 weeks following each meeting, and at subsequent meetings until the issue has been resolved. The parties will submit agenda items at least five (5) business days prior to the meeting.

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

ARTICLE 30 PROFESSIONAL PRACTICE

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

Section 1. Clinical Practice Committee

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

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

Section 2. Committee Involvement

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

Section 3. Float Units

A Registered Nurse will always have the option of a voluntary cancel in lieu of temporary reassignment. All departments not listed here are stand alone for the purpose of floating. Floating in the Hospital shall be as follows:

Med/Surg-Tele to SBHU, Clinic, ER (holding Med/Surg – Tele patients)

ICU to PACU and ED (for ICU hold patients only), Outpatient Clinic, Cath Lab (Holding and Recovery)

ER to ICU, Outpatient Clinic, IR, Cath Lab (pre/post)

PACU to OR Holding, Short Procedure Unit, Outpatient Clinic, Cath Lab (Holding and Recovery)

Cath Lab to ICU, ~~PCU~~, Telemetry, Medical Surgical, PACU, Interventional Radiology

BHU to SBHU, Clinic

SBHU to BHU, Clinic

Short Procedure Unit to PACU and OR Holding, Clinic

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

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

If required by the Hospital to work on a unit for which they do not have the requisite competencies or training, a brief orientation to the unit will be provided and the Registered Nurse will be given an assignment that is consistent with their qualifications. A Registered Nurse who does not feel their assignment is appropriate is entitled to a review of the assignment with their immediate supervisor on duty. If there continues to be disagreement the Nursing Chain of Command can be utilized. Other hospital and agency nurses shall be reassigned prior to reassignment of bargaining unit Registered Nurses except when special skills and knowledge are required.

a. Reassignments shall be on a rotational basis, beginning with the least senior Registered Nurse. A Registered Nurse on overtime shall be put in regular rotation for reassignment.

b. Non-bargaining unit nurses shall be reassigned prior to reassignment of bargaining unit Registered Nurses except when special skills and knowledge are required.

c. A reassignment list shall be maintained on each unit and made available, if requested, to any nurse who is advised that she or he will be reassigned.

d. No one will be reassigned more than once per shift, except that on a voluntary basis, nurses may be recalled to their own unit. If an employee is reassigned at the beginning of a shift prior to receiving a patient assignment on a unit other than their home unit, such assignment will not be considered a reassignment for the purpose of this section. When possible, employees should be reassigned at the beginning of the shift. When feasible, a nurse who is temporarily reassigned will not be required to serve as a Charge Nurse.

Section 4. Computer Access

Computer access codes and passwords assigned to employees shall be used exclusively by the nurses to whom the code is assigned.

Section 5. Preceptor

Nurses requiring extended orientation and training in a unit may be assigned a preceptor from among senior nurses on the unit. Serving as a preceptor shall be voluntary and the volunteer approved by the Hospital. A nurse who is assigned as a preceptor shall receive a differential of \$1.00 per hour for the time during which he/she serves as a preceptor.

ARTICLE 31 401k PLAN

Employees shall be eligible to participate in the Employer's 401k Plan. The below schedule and employer match are guaranteed in each year of this Agreement on a date determined by the Employer.

LENGTH OF SERVICE	EMPLOYER MATCH PER DOLLAR OF EMPLOYEE CONTRIBUTIONS
30 days to 10 years	\$.25 per \$1.00 up to 4% of annual gross income
11 years to 20 years	\$.50 per \$1.00 up to 4% of annual gross income
21+ years	\$1.00 per \$1.00 up to 4% of annual gross income

ARTICLE 32
DISCIPLINE AND DISCHARGE

Section 1 Just Cause:

No employee who has completed his or her probationary period shall be disciplined or suspended without just cause.

Section 2:

Employees may be taken off the schedule pending investigation if the nature of the allegations could result in termination. Unpaid time off will not exceed five (5) working days. If the Hospital's investigation is not completed by that time, the additional time will be paid at the employee's regular rate of pay for his/her normal working shift(s) missed.

Section 3:

When a disciplinary interview or issuance of discipline is scheduled, the nurse will be advised by the Hospital of the purpose of the meeting and his/her right to have an association representative, including a PASNAP Staff Representative, present at the meeting. If requested, the nurse will be given sufficient time to contact an association representative.

Section 4:

The appropriate representative from the Hospital will be present during suspension and termination meetings.

Section 5:

The Hospital will notify the Union in writing of any discharge or suspension, including removal from the schedule pending investigation, within twenty-four (24) hours following the discharge or suspension.

ARTICLE 33

JUST CULTURE AND DISCIPLINE

- a. The parties agree that it is in the best interests of the bargaining unit and the Hospital to maintain operational efficiencies and appropriate patient outcomes without the need for discipline. To that end, the parties recognize that the Just Culture community model has been demonstrated to have a positive impact on employee morale, while also having measurable, cost effective impact on improving patient outcomes and reducing errors. Accordingly, the parties agree to employ the Just Culture community model and incorporate its algorithm into the disciplinary procedure applicable to the bargaining unit.
- b. Step 3 grievances shall be scheduled for 90 minutes so the parties to the Step 3 can discuss their respective views on how Just Culture should impact the outcome of the case.
- c. The parties agree that Just Culture does not apply to Attendance and Lateness discipline.
- d. Joint training on Just Culture shall be provided to Management and Union representatives during regularly scheduled work hours.
- e. Arbitrators who are appointed to hear discipline cases shall have been trained in Just Culture.

ARTICLE 34

STAFFING

Section 1. The Hospital will maintain the Hospital staffing guidelines provided to the Union on October 9, 2020. Copies of these guidelines will be posted on each unit. When the Hospital determines to create a new nursing unit or program, it shall provide to the Union a description of the unit/program, the position description, and the proposed new staffing guidelines prior to implementation. Guidelines for the new unit shall be consistent overall with the guidelines for other units, accounting for differences in acuity and patient care.

If the Hospital creates a new service line or changes service lines on a particular unit, the Hospital shall negotiate the new grids with the union. The new guidelines shall be consistent overall with the guidelines for other units, accounting for differences in acuity and patient care.

Section 2. The Hospital shall hire and maintain sufficient staff FTE's on each unit and shift in order to meet the guidelines.

- a. Clinical Coordinators shall be scheduled without a patient assignment on each unit and shift. They shall be available to take an assignment in cases of a surge in census and for admissions and discharges, however, a bargaining unit nurse shall not be cancelled if a Clinical Coordinator has a patient assignment.
- b. Staff assigned to "one-to-ones" and their assigned patient shall be considered separately from the unit staffing guidelines; the guidelines shall be followed for the remaining staff and patients on the unit. One-to-ones shall include but are not limited to a) behavioral (suicide watch, physician ordered), and b) medical (IABP, Impella, Hypothermia, Gift of Life, CRRT, and physician ordered).

Section 3. In addition to the above, the Hospital shall hire and maintain a per diem pool- of at least one (1) per diem per shift, per unit, and two per diem nurses for any shift on a unit that typically schedules three or more nurses.

Section 4. The guidelines shall include adequate coverage for admissions, breaks, lunch, and time off within the budgeted FTE's of the unit. The Hospital shall not cancel, pull or float nurses which results in staffing below the Hospital guidelines/agreed upon grids. Staffing shall take into account projected admissions over the course of the shift.

Section 5. The Hospital will make every effort to follow the staffing guidelines. If an unforeseen emergent circumstance arises, the Hospital will take all reasonable steps to comply with the guidelines including:

1. Calling per diem status employees to work;
2. Authorizing extra shifts following the provisions of the Bonus Shift Programs
3. Approving overtime
4. Utilize third party agency staff

5. Nursing leadership to assist with patient care

Section 6. The Hospital shall adjust the number of patients per nurse downward based upon acuity and other relevant factors.

Section 7. The Combined Labor/Management Committee shall address the issues of staffing, acuity and patient outcomes on an ongoing basis.

Section 8. A Registered Nurse who does not feel their assignment is appropriate is entitled to a review of the assignment with their immediate supervisor on duty. If there continues to be disagreement the Nursing Chain of Command can be utilized.

ARTICLE 35 EQUIPMENT AND SUPPLIES

The Hospital shall provide all necessary equipment and supplies for patient care and staff safety. All patient related equipment shall be maintained in safe operating condition and nurses shall be provided with adequate supplies to care for patients. Upon request, Management shall share with the Union a copy of the internal database that logs defective equipment, shall notify the Union of the expected date that equipment shall be repaired, and shall provide a temporary solution for broken equipment in the interim.

ARTICLE 36-DURATION OF AGREEMENT

The Agreement shall remain in full force and effect from date of ratification, October 12, 2020 and shall remain in effect until October 11, 2023, and shall continue in full force and effect from year to year thereafter unless and until either of the parties hereto shall give the other party notice in accordance with the applicable law, but in no event less than sixty (60) days' written notice by certified mail, return receipt requested, prior to the end of the term in 2023 or 60 days' notice prior to the end of any subsequent year, of an intention to terminate the contract at the end of the then current year.

IN WITNESS WHEREOF,

NURSES ASSOCIATION
HOSPITAL/PASNAP

LOWER BUCKS HOSPITAL OF LOWER BUCKS

APPENDIX A
PER PAY PERIOD EMPLOYEE CONTRIBUTIONS TO EPO PLAN

Upon ratification and for the remainder of the Agreement, the Employee contribution for the per pay period premiums on the Unified EPO plan will be as set forth below:

Full-Time Employees

Employee Only \$0
Employee + Spouse \$57.66
Employee + Child(ren) \$47.17
Family \$117.93

Part-Time Employees

Employee Only \$60.00
Employee + Spouse \$120.11
Employee + Child(ren) \$98.29
Family \$245.69

(Insert 2021 Dental Premium and Value Plan Rates as per Article 22)

APPENDIX B PLAN DESIGN

EPO PLAN

Effective Date		1/1/2021	
1.5 Benefit Mile Radius		35 Miles	
Eligibility		First of the month following or coinciding with two months from the date of hire	
Provider Network		Tier 1 Prime Healthcare Network	Tier 2 BCBS BlueCard Network
Annual Deductible			
Individual		\$0	\$1,000
Family		\$0	\$2,000
Annual Out-of-Pocket Maximum			
Individual		\$500	\$2,500
Family		\$1,000	\$5,000
RX Annual Out-of-Pocket Maximum			
Individual		Combined with Medical Tier 2 OOP Maximum	
Family			
Hospital, Emergent Care			
Inpatient		No Charge	\$500 copay plus Deductible then 20% coinsurance
Outpatient, Surgical		No Charge	\$250 copay plus Deductible then 20% coinsurance
Emergency Room (copay waived if admitted)		\$25 copay	\$200 copay plus 20% coinsurance, <u>No</u> Deductible
Ambulance		\$250 copay per trip, <u>No</u> Deductible	
Sleep Study, DME Supplies			
Home Study / Lab Facility Study		Home Study: \$100 copay Prime Sleep Facility: \$250 copay	Home Study: \$200 copay Sleep Lab Facility: \$500 copay
DME Supplies		20% coinsurance	20% coinsurance, <u>No</u> Deductible

Bariatric Procedure			
Facility		Prime Facility \$500 copay plus 20% coinsurance	Not Covered
Physician Care at a Prime Facility		50% coinsurance	
Acute Dialysis			
		No Charge	20% coinsurance, <u>No</u> Deductible
Limitations		Acute: 39 lifetime visits	
Home Health Care			
		20% coinsurance	Deductible plus 20% coinsurance
Limitations		Limited to 100 visits per calendar year	
Office Visits, Other Out-Patient Care			
Primary Care Physician (PCP)		\$10 copay	\$30 copay
Pediatrician		\$10 copay	\$10 copay
Specialist		\$10 copay	\$45 copay
Urgent Care		\$20 copay	\$40 copay
Chiropractic		\$20 copay	\$40 copay
Limitations		Limited to 20 visits per Calendar Year	
Rehabilitation Therapies		\$10 copay No Charge, when service is at a Prime Hospital-Facility	\$40 copay
Limitations		Coverage is limited to a combined maximum of 30 visits per Calendar Year	
Lab, X-Ray, Radiology		No Charge	Deductible plus 20% coinsurance
Prescription Drugs		EXPRESS SCRIPTS	
Formulary Generic		\$10 copay	
Formulary Brand		\$30 copay	

Specialty Generic (Accredo)		\$100 copay	
Specialty Brand (Accredo)		\$200 copay	
Days of Supply		up to 30 day supply	
Maintenance Drugs		EXPRESS SCRIPTS	
Formulary Generic		\$20 copay	
Formulary Brand		\$60 copay	
Days of Supply		up to 30 day supply	
Mail Order		EXPRESS SCRIPTS	
Formulary Generic		\$20 copay	
Formulary Brand		\$60 copay	
Days of Supply		up to 90 day supply	
Maintenance Drugs for the following conditions:		EXPRESS SCRIPTS	
Asthma, Diabetes, High Blood Pressure, Heart Disease, High Cholesterol		Formulary Generic: \$10 copay	
		Formulary Brand: \$30 copay	
Days of Supply		up to 90 day supply	

**Value Plan
(Insert Plan Design)**

APPENDIX C NURSING CERTIFICATIONS

- American Association of Critical Care Nurses
- Board of Certification for Emergency Nursing
- National Intravenous Therapy Association
- Oncology Nursing Certification Corporation
- National Certification Board for Perioperative Nursing Inc.
- American Board of Post-Anesthesia Nursing Certification
- American Association of Diabetes Education
- NAACOG-OB/GYN
- Addictions Nurse Certification
- American Nurses Credentialing Center
- National Certifying Board of Pediatric Nurse Practitioners and Nurses
- Certifying Board of Gastroenterology Nurses and Associates
- National Board of Certification of Hospice Nurses
- Orthopedic Nurse Certification Board

APPENDIX D WEEKEND PROGRAM

Qualified RNs hired for Weekend positions will work 3 out of 4 weekends (Saturday and Sunday) in a 4-week period. All positions are 12- hour shifts (Days or Nights). Positions are determined by the Director/Nurse Manager, based on the staffing needs of the unit.

REQUIREMENTS

1. Hours of Work – Weekend pattern will be scheduled by the manager with consideration of the unit staffing needs. Requests to have a weekend off different from the weekend pattern will be based on the ability to provide adequate staffing and/or nurses may agree to switch weekends with management review and approval.
2. Holidays – RN will be required to work any holidays which fall on the assigned weekend.
3. Weekend program RNs are required to maintain current BLS and/or ACLS certifications, complete all annual mandatory in- service training and comply with annual employee health standards in order to continue in the program.

CONDITIONS

1. Any shifts worked in addition to the scheduled 12-hour weekend shifts will be paid at the current pool rate.
2. Nurses will not be eligible for paid time off.
3. Overtime will be paid for hours worked above 40 in a one week period.
4. The staff RN seven (7)-year rate will be paid for all required in-service training and orientation.
5. Holidays will be paid at time and one half.
6. Six weeks’ notice is required to withdraw from the program.

COMPENSATION:

Hourly Rates ~ No Benefits

Shift	Current	4% increase first pay period following date of ratification (October 12, 2020)	4% increase first pay period following (October 12, 2021)	3% increase first pay period following (October 12, 2022)
Day	\$50.35	\$52.36	\$54.45	\$56.08
Night	\$56.06	\$58.30	\$60.63	\$62.45

Hourly Rates ~ Benefits

Shift	Current	4% increase first pay period following date of ratification (October 12,	4% increase first pay period following (October 12,	3% increase first pay period following (October 12,

		2020)	2021)	2022)
Day	\$46. 30	\$48. 15	\$50.08	\$51.58
Night	\$51. 68	\$53. 75	\$55.90	\$57.58

BENEFITS:

1. Single health insurance coverage and the option of purchasing additional coverage.
2. Part-time tuition reimbursement

APPENDIX E
LEGAL HOLIDAYS, PERSONAL DAYS, SICK DAYS

FT Employee	Holiday (Hours)	Personal (Hours)	Sick (Hours)
8/80	4	1	6
8/80	8	6	4
8/72	4	8	6
8/72	8		4
10/80	6	2	6
10/80	0	0	4
12/72	3	2	6
12/72	6	4	4

PT Employee	Holiday (Hours)	Personal (Hours)	Sick (Hours)
8/40-47	24	8	Pro-rated per hours worked
8/48	24	8	Pro-rated per hours worked
12/48	36	12	Pro-rated per hours worked

APPENDIX F
OR CALL POSITION

<p>Hours of Work</p>	<p>40 hours of regular shift hours per week. On a rotating basis (1) one week of call Monday – Friday from 5:00 pm – 7:30 am.</p> <p>If there is a need to <u>permanently</u> change the start or end time notice will be given to the union six weeks prior to the schedule posting date (Refer to article 14: Section 4- where there will be a meet and discuss)</p> <p>Weekend call will be equitably distributed among OR staff RN’s at the on-call rate defined in Article 17 Section 6.</p> <p><u>**All reasonable efforts will be exhausted to obtain alternate coverage prior to any increase in weekend on-call.</u></p> <p>No additional call-back pay Monday – Friday.</p>
<p>Holiday</p>	<p>Holiday call is equitably distributed among OR staff RN’s</p> <p>*When on-call during a holiday, the employee who is on- call for 24 hours may choose to use their holiday on that day or schedule it within forty-five (45) of the holiday at a regular rate of pay on that day.</p>
<p>Compensation</p>	<p>40 hours of pay at regular rate per week (outlined in hours of work above).</p> <p><u>Night</u> differential will be paid for actual hours worked when called in.</p> <p>Overtime for hours over 40/week</p> <p>Benefit time will be paid at the employees scheduled hours per schedule at the regular rate</p>
<p>ELIGIBILITY</p>	<p>OR staff RN’s covering the person on call for a shift will be treated as having worked 8 hours for each covered day, in accordance with the CBA.</p> <p>OR Staff RN’s ONLY</p>

APPENDIX G BONUS SHIFT PROGRAM

Units: The Hospital will pay a shift bonus to employees when there is a need to properly staff the Hospital.

Employee qualification: Each employee must have worked their minimum number of hours and their required days in a pay period to qualify for a bonus as listed in the chart below.

Listing of qualifying employees by hours worked per pay period	Hours
Full time position (depending on scheduled hours)	72 or 80
Part-time position	Position hrs.

Bonus Amount: Bonus amount will be as follows:

Shift Length	Bonus Amount
8 Hour Day Shift	\$ 50.00
8 Hour Evening / Night	\$ 75.00
12 Hour Evening / Night	\$100.00
4 Hour Evening / Night	\$ 37.50

Limitation:

- Bonus shifts will not be prorated for less than (4) hours increments.
- Sick time will not be counted in determining eligibility for extra shift bonuses.
- Staff who are in the weekend program are not eligible for extra shift bonuses.
- The Nurse is not on orientation.

**SIDE LETTER OF AGREEMENT
PATIENT CARE PAVILION CONFERENCE ROOMS**

The Hospital and the Association agree that the Patient Care Pavilion Conference Rooms will be made available to the Association at 8 PM on the second Tuesday of every month on a recurring basis for the Association's Executive Board meeting. Specific notice shall not be required for the meeting, unless either party desires to change the schedule.

**SIDE LETTER OF AGREEMENT
LOWER BUCKS HOSPITAL RETIREMENT PLAN**

The Lower Bucks Hospital Retirement Account Plan (Plan Number 001), as amended and restated effective May 31, 2005 (“the Retirement Account Plan”) shall be frozen with no further benefits earned after June 30th, 2009, and no other employees will be able to join the Plan after that date. The list of Bargaining Unit members who are credited with 1,000 hours has been provided to the Union. The Hospital has verified the accuracy of the list. For the purposes of the calculation under this plan the Hospital Start Date shall be used.

SIDE LETTER OF AGREEMENT HOME HEALTH

In the event the Employer reinstates the Home Health department, the following provisions, formerly designated as Article 18, Home Health, shall be reincorporated into the collective bargaining agreement with full force and effect.

Section 1. Home care nurses are classified as exempt employees (exempt from the overtime provision of the Fair Labor Standards Act.) As such, home care nurses and coordinators shall be expected to work a reasonable amount of time exceeding their weekly assignment for the proper administration of the department.

A nurse may request assistance in advance in order to meet his/her assignment.

Section 2. Work will be assigned with regard to the needs of the Home Care Department. Departmental Staff Meetings, CPR, Educational In-Services and Team Meetings are some examples that shall be considered part of the work assignment. The standard productivity shall continue to be based on thirty (30) visits in a standard workweek. Non-visit duties may be assigned an equivalent number of visits based on the time required.

Section 3. Assignments for home care nurses will include on-call, weekend and holiday requirements that are equitably distributed. Nurses required to be on call will be paid in accordance with Article 17.

Section 4. When the Hospital is not obligated by law to pay overtime, a flat payment of \$50.00 for revisits or \$60.00 for initial visits or, compensatory time may be granted for all visits scheduled and worked beyond the regular work week.

Section 5. The Hospital will provide a cell phone and a computer to each home care nurse for work use.

Section 6. The Hospital shall provide the IRS for mileage reimbursement. Paperwork for reimbursement must be submitted to the department in accordance with current policy.

Section 7. Where practicable, the Hospital shall notify the Union at least thirty (30) days prior to changing the service area which Home Health nurses are required to work, and provide the Union with the list of additional zip codes which it intends to add as service areas.

**SIDE LETTER OF AGREEMENT
ICU/TELE FLOAT POOL**

ICU/TELE Float Pool: Up to a 3 day shift and 3 night shift ICU/TELE Float positions may be created. The nurses in those positions shall be based in ICU and scheduled in ICU. If the Hospital decides to reduce the number of ICU positions, float positions shall be eliminated prior to regular ICU positions.