

*Collective Bargaining Agreement*

*By and Between*

*Suburban Community Hospital*

*And*

*Suburban General Nurses Association/  
Pennsylvania Association of Staff Nurses and  
Allied Professional (SGNA/PASNAP)*

*October 12, 2020 to October 11, 2023*



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## ARTICLE 1 RECONGNITION

**1.1** The Hospital hereby recognizes the Association as the sole and exclusive bargaining representative of the employees of the Hospital as defined in Section 1.2 below, pursuant to the certifications by the National Labor Relations Board, Case No. 4-RC-18505, as amended.

**1.2** The bargaining unit shall consist of all fulltime and part-time registered, graduate, and licensed practical nurses and graduate practical nurses, per diem nurses, and excluding supervisors, head nurses, department heads, confidential, temporary, all other employees of the Hospital.

**1.3** The Hospital agrees that for the duration of the Agreement it will not seek to reclassify any current bargaining unit positions, including but not limited to “charge nurse” positions, as a non-bargaining unit position through the NLRB or any other legal or arbitral process.

**1.4** In the event the Hospital establishes a new job classification, it shall meet with the Association to establish the rate for said job.

## ARTICLE 2 DEFINITION

**2.1** A full-time employee is an employee who is regularly scheduled to work thirty-six (36) to forty (40) hours per week.

**2.2** A part-time employee is an employee who is regularly scheduled to work a minimum of twenty (20) hours per week, but less than thirty six (36) hours per week.

**2.3** ~~Eight (8) hours per week employees and per diem employees who work a minimum of 400 hours per year and assume a budgeted position will be brought into the bargaining unit at a rate based on their years of seniority. However, seniority will not accrue for benefit purposes (vacation entitlement) while working in an eight (8) hour/week or per diem capacity. Hours will be reviewed on an annual basis each January 1<sup>st</sup>.~~ A per diem employee is an employee who does not work regularly scheduled hours, but rather works as available to supplement regular full time and part time employees. Per diem employees shall make themselves available one weekend per month and one major and one minor holiday. Per diem employees shall submit their availability at least two weeks prior to the posting of the schedule.

**2.4** If, in the future, the employer seeks to establish a part-time employee status of less than twenty (20) hours per week, the parties will negotiate such position's terms and conditions of employment.

## **ARTICLE 3 MANAGEMENT RIGHTS**

**3.1** The management of the Hospital and the direction of the working force are vested exclusively with the Hospital. Except where expressly abridged by a specific provision of this Agreement, the Hospital retains the sole right to hire, discipline or discharge for just cause, lay-off, promote, transfer and assign its employees; to determine or change the starting and quitting time and number of hours worked; to promulgate reasonable working rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer employees to other departments as operations may require; to introduce new or improved facilities; to carry out the ordinary and customary functions of management, whether or not possessed or exercised by the Hospital prior to the execution of this Agreement.

**3.2** The Hospital may introduce a change in the method or methods of operation, which will produce a change in job duties and a reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program and of work force reductions on any program to be hereafter undertaken by the Hospital.

**3.3** The Association, on behalf of the employees, agrees to cooperate with the Hospital to attain and maintain the maximum patient care and full efficiency.

**3.4** There shall be no individual agreements between employees and the Hospital.

**3.5** Nothing herein contained is to be construed to mean that a worker or groups have inherent rights to a particular job.

**3.6** The parties acknowledge the existence of the Hospital's Employee Handbook and agree that the Handbook, including any existing or subsequent modifications of the Handbook, shall apply to employees covered by this Agreement to the extent that it does not conflict with any provision of this Agreement or such agreements as the parties may subsequently reach, except that bargaining unit employee compensation and benefits will be governed solely by the terms of this Agreement.

## ARTICLE 4 PROBATIONARY EMPLOYEES

**4.1** All newly hired employees covered by this Agreement shall be considered probationary employees until they have completed ninety (90) calendar days. The probationary period may be extended up to an additional thirty (30) calendar days upon written notice to the employee and the union. Any time during an employee's probationary period, or extension, he/she may be suspended or discharged by the Hospital for any reason, and such suspension or discharge shall not be subject to the Grievance or Arbitration provisions of this Agreement; **however, all other provision of the Collective Bargaining Agreement shall apply.**



## ARTICLE 5 TEMPORARY EMPLOYEES

**5.1** The Hospital shall have the right to employ individuals on a temporary basis. “Temporary employees” is defined as those employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Temporary employees are hired for a maximum of 12 weeks.

**5.2** The Hospital shall have the right to use the services of agency and/or traveler nurses to fill the schedules. The Hospital will not use these nurses to deprive the unit of bargaining unit positions. Agency nurses may only be used after all available time has been posted to bargaining unit members; however, traveler nurses may be utilized to work per the provisions of their contract.

## ARTICLE 6 HOURS OF WORK

**6.1** The normal workday shall consist of eight (8), ten (10) or twelve (12) consecutive hours, not counting a lunch period of one-half (1/2) hour.

**6.2** The normal pay period shall commence on Sunday and end on Saturday, fourteen (14) consecutive days hence.

**6.3** Full-time and part-time employees shall not be scheduled for more than five (5) consecutive days or less than two (2) consecutive days, except at the request of the employee. The Hospital will use its best efforts, but cannot guarantee, that employees who work 12 hour shifts shall not be scheduled for more than two (2) consecutive days, except at the request of the employee.

**6.4** Employees shall be entitled to two (2) ten (10) minute rest periods each shift. Employees will normally take one (1) rest period each half shift: however, if this is not possible, the employee shall, if practicable, be permitted one (1) twenty (20) minute rest period.

**6.5** ~~Six (6) week~~ work schedules showing all employee shifts, workdays and hours shall be posted two (2) weeks in advance and shall not be varied except **by mutual agreement.** ~~for the operational requirements of the Hospital.~~ Employees who are scheduled for additional days or shifts beyond their regularly scheduled workweek shall have their shifts identified on the schedule as either regular or extra shifts. Per Diem, Agency and nurses seeking extra time will be utilized after the full-time and part-time nurses have been scheduled. Per diem, Agency, and nurses seeking extra time will complement the regular staff schedules and will not be scheduled to the disadvantage of the full-time and part-time staff **and shall be utilized to ensure the schedule is not posted with holes. The current practice of six (6) weeks paper schedules shall be continued; however, the posted computerized schedule will be the official schedule.**

**6.6** In the event the Hospital determines to change the regular shift times, it shall notify the Association at least thirty (30) calendar days prior to the change.

**6.7** When the Hospital determines there is a need to decrease staffing levels, and the Hospital elects to utilize flexing for all or part of a shift, the nurse may utilize vacation (if available), holiday (if available) or unpaid time for the hours the nurse was flexed.

**6.8** In accordance with present scheduling practices, the Hospital shall continue: ~~to endeavor to:~~

- a. Schedule employees off every other weekend, except those units scheduled off every weekend.
- b. Permit employees currently working steady shift assignments to continue to do so.
- c. Normally not schedule employees on more than two (2) different shifts in a pay period.
- d. In the event that it is necessary to change an employee's regularly scheduled weekend off, the Hospital shall first solicit volunteers. If there are no volunteers, the least senior employee's weekend in the unit will be changed. However, any employee whose weekend is changed at the request of the Hospital will be given the first available opportunity to change back to their original weekend.
- e. An employee whose weekend is changed at the request of the Hospital shall be notified as soon as the coordinator is aware that such change is necessary. However, the employee will be given at least three (3) weeks' notice.
- f. No nurses should be rotated to the 11:00 p.m. – 7:00 a.m. shift on the Friday evening, which precedes his/her scheduled weekend to be off without their consent.
- g. It is agreed that night shift nurses, with the approval of the Hospital, may choose Friday/Saturday or Saturday/Sunday weekends. For purposes of scheduling under Article 6 of this Agreement only, all night shift nurses in a particular department will be subject to either a Friday/ Saturday or a Saturday/ Sunday weekend schedule. Upon a showing of support from a majority of the night shift nurses in a particular department, such nurses may request permission for all night shift nurses in that department to shift from a Friday/ Saturday weekend schedule to a Saturday/ Sunday weekend schedule, or vice versa. Permission will not be unreasonably denied. No more than one change in weekend schedules under this Article will be permitted in any twelve (12) month period.

**6.9** An employee may leave before the completion of his/her shift within the last half hour of his/her shift if the employee's presence is not necessary and such permission is granted by the employee's coordinator, who is not in the bargaining unit.

**6.10** The Hospital shall endeavor to schedule part-time employees so that a part-time employee shall not regularly be required to work more than seventy-five percent (75%) of his/her scheduled time consecutively.

**6.11** No employee shall be rotated to an off shift on his/her weekend to work without prior notice.

**6.12** 7:00 a.m.- 3:00 p.m. nurses shall be rotated as equitably as practical and part-time nurses shall be rotated on a pro-rata basis.

**6.13** Effective with the implementation of four (4) week schedules or six (6) week schedules, sixteen (16) days' notice of rotation will be given to nurses rotated from their primary shift. If rotation is required, telephone notice will be given.

**6.14** The Hospital will maintain the practices currently in effect concerning the amount of rotation.

**6.15** Flexible scheduling and other non-traditional scheduling patterns will be explored in an effort to retain the experienced nurses and to recruit sufficient nurses. Pilot programs of such innovative schedules may be utilized to introduce and transition these changes.

**6.16** After seventeen (17) years of bargaining unit seniority, an employee will not be required to work more than every third weekend.

**6.17** Cancellation Order. Should fluctuations in census require cancellation of staff, the order of cancellation shall be as follows:

- (a) Shifts that result in overtime.
- (b) Agency
- (c) Volunteers
- (d) ~~Non-Union Per Diem~~
- (e) ~~Union Per Diem~~
- (f) ~~Full and Part-Time RNs working extra shifts~~

Cancellation pursuant to this section will be with a minimum of two hours' notice and shall apply only to the shifts listed in (a) - (e) above.

**6.18** Nurses may request to increase or decrease their hours without posting a new position. Such requests must be made in writing and given to the CNO and the V.P. of H.R. and may remain in effect for a maximum of 6 months. Such requests will only be granted by mutual agreement.

**6.19** If a nurse calls out for any weekend shift, the nurse must make up the weekend shift within thirty (30) calendar days of the missed shift.

## **ARTICLE 7 REPORTING PAY**

**7.1** An employee scheduled to work shall be permitted to work the first four (4) hours of his/her full shift unless the Hospital notifies him/her at least two (2) hours prior to the start of the scheduled shift.

## ARTICLE 8 ASSOCIATION SECURITY

**8.1** The Hospital agrees that, as a condition of employment, all employees hired after the effective date of this Agreement and who have completed their probationary period, shall become and remain members of the Association through periodic tender of dues.

**8.2** The Association shall make membership available to all Registered Nurses and Licensed Practical Nurses who apply for membership.

**8.3** The Association shall indemnify and save the Hospital harmless against any and all claims, demands, suits or other forms of liability that may arise out of action taken or not taken by the Hospital for the purpose of complying with this Article by reason of the Hospital's reliance upon any list, notice, or request made by the Association.

**8.4** When received by the Hospital, the Hospital shall provide to the Association copies of all address and and/or status changes.

**8.5** The Hospital will facilitate an opportunity for the Association to meet with new nurse employees during their first week of orientation. This will be arranged to allow the Association to provide lunch for the new employees and an additional one-half hour (30 minutes) to orient.

**8.6** Employees who are elected or appointed Union officials shall, at the written request of the employee, be granted leaves of absence without pay up to 16 weeks for Union business. Such leaves may be renewed or extended by mutual agreement.

**8.7** Union officials shall be able to conduct business and request meeting space at the facility.

**8.8** The Union shall provide the names of all Union officials to the Employer.

**8.9** Union officials shall be permitted to investigate and process grievances during working hours on the Employer's premises. Notice shall be given to the direct supervisor.

## **ARTICLE 9 CHECK OFF**

**9.1** 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, and remit to the Union regular dues and standard assessment as fixed by the Union.

**9.2** The Hospital shall be relieved from making such check-off deductions upon

- (a) Termination of employment,
- (b) Transfer to a job other than one covered by the bargaining unit,
- (c) Lay-off from work,
- (d) An approved leave of 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 Union members of the obligation to make the required dues and assessment payments pursuant to the Union constitution in order to remain in good standing.

**9.3** 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.

**9.4** Each month, the Hospital shall remit to the union deductions made from the wages of employees for the preceding month, together with a list of all employees from whom deductions have been made.

**9.5** The Hospital will furnish the Union each month with the names of newly hired employees, their addresses, classification of work, department, their dates of hire, the names of terminated employees, together with their dates of termination, and names of employees on leave of absence. Employees shall promptly notify Suburban Community Hospital of changes in their addresses and names.

**9.6** On January 1<sup>st</sup> and July 1<sup>st</sup> of each year, the Hospital shall furnish the Union with a list containing the names, addresses, classifications and locations of work, their dates of hire into a bargaining unit position, and salary for all employees in the unit.

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



## ARTICLE 10 GRIEVANCE PROCEDURE

### **10.1 Procedure:**

Should any grievance arise as to the interpretation of or alleged violation of this Agreement, the employee or employees affected or the Association shall process the grievance in accordance with the following procedure:

#### **Step One:**

The employee or employees affected shall take the matter up with his/her Coordinator/Director either orally or in writing within fifteen (15) days of its occurrence, either directly or through a representative of the Association in an attempt to effect a satisfactory settlement. The Coordinator shall have ten (10) days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached, the grievant or Association may appeal within ten (10) days after the Coordinator's answer to Step Two.

#### **Step Two:**

The grievance shall be reduced to writing by the grievant or the Association and referred to the CNO or his/her designee. The CNO or his/her designee shall have five (5) days after receipt of the grievance to give an answer. If no satisfactory settlement is reached within five (5) days after the answer, the grievant or the Association may appeal the matter to Step Three.

#### **Step Three:**

The grievant or the Association will submit the written grievance to the Hospital President or his/her designees who shall have five (5) days in which to give his/her answer. If no satisfactory settlement is reached, the grievance may be appealed to arbitration by the Association, upon written notice to the Hospital and the American Arbitration Association within ten (10) days of the answer of the Hospital President or his/her designee. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association. After an Arbitrator has been chosen, the parties will convene a conference call with the Arbitrator within ten (10) days and select a date for the arbitration.

## **10.2 Effect of Failure to Appeal:**

Any grievance shall be considered as settled on the basis of the last answer of the Hospital, if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence. All time limits must be strictly adhered to. Time limits can be extended by mutual agreement, which must be in writing. Such agreement shall not be unreasonably withheld.

## **10.3 Effect of the Settlement:**

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

## **10.4 Computing Time Limitations:**

Saturdays, Sundays and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

## **10.5 Discharge:**

An employee who has been discharged shall bypass Steps One and Two of the Grievance Procedure and file his/her grievance directly with the Hospital CEO within five (5) days of the discharge. The grievance shall then be processed in accordance with Step Three of the Grievance Procedure. The Hospital shall notify the local Association in writing of any discharge within twenty-four (24) hours.

## **10.6 Class Grievance:**

A grievance which affects ~~a substantial number or class of~~ **more than one** employee and which the Hospital representatives designated in Steps One and Two lack authority to settle, may be presented initially at Step Three within ten (10) working days from its occurrence by the Association Representative.

## ARTICLE 11 ARBITRATION

### **11.1 Authority of Arbitrator:**

The arbitrator will make his/her findings and render his/her decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

### **11.2 Effect of Decision:**

The decision of the arbitrator shall be final and binding upon the Hospital, the Association and the employees covered by this Agreement.

### **11.3 Expenses:**

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

### **11.4 Retroactivity:**

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

## ARTICLE 12 SENIORITY

**12.1** Hospital seniority is defined as the length of time an employee has been continuously employed by the Hospital, including time worked when the Hospital was called Suburban General Hospital and Mercy Suburban Hospital.

**12.2** Bargaining unit seniority is defined as the length of time an employee has continuously worked in a bargaining unit job classification.

**12.3** Hospital and bargaining unit seniority shall accrue as follows:

- (a) An employee's seniority shall commence upon hire.
- (b) Seniority shall accrue during an authorized leave of absence.
- (c) If an employee leaves the bargaining unit and takes a job within the hospital, they shall receive credit for past seniority, if they return within six (6) months.
- (d) If an employee leaves the hospital and returns to the bargaining unit within 90 days, they shall receive credit for past seniority.

## ARTICLE 13 LEAVES OF ABSENCE

**13.1** (a) All regularly scheduled employees who have completed twelve (12) months of continuous employment and who have worked at least 1,250 hours in the previous 12-month time period shall be entitled to take a Family Medical Leave of Absence (hereinafter called “FMLA”) in accordance with federal and Pennsylvania state law for up to twelve (12) weeks and a Supplemental Medical Leave of Absence for up to an additional fourteen (14) weeks for the employee’s illness or injury. The Hospital shall have final authority as to granting the leave, but permission shall not be unreasonably denied.

(b) In the case of a leave of absence, an employee must use his/her sick leave. After sick leave is exhausted, or if none is available, an employee on a medical LOA must use his/her<sub>7</sub> vacation, until a balance of 40 hours remains.

(c) (During the first 6 months of an approved LOA, the employee shall continue to accrue seniority. After the first 6 months of an LOA, the employee shall not accrue seniority.

**13.2** Any employee who returns from FMLA or other LOA within sixteen (16) weeks from the employee’s last day of work shall be reinstated to his/her former position or a substantially equivalent position, unless all such positions have been eliminated due to business necessity. If there is no available position for which the employee has the appropriate skills and abilities, the employee may move into a per diem position.

**13.3** A personal Leave of Absence may be granted for a period of up to four (4) weeks by SCH.

**13.4** An unpaid Leave of Absence for a period not to exceed sixteen (16) weeks may be granted to nurses in order to accept a full time or part time position with the Union. Upon return to work said nurse shall follow the procedures of Section 13.2.

**13.5** Vacation and holidays are not earned during a leave of absence.

## ARTICLE 14 LAYOFF

**14.1** If it becomes necessary to reduce the Hospital's work force because of lack of work or an emergency beyond the control of the Hospital, the following procedures shall apply:

(a) The Hospital shall notify the Association two ~~(2) working days~~ **weeks** of the said proposed lay off prior to notifying any employee of the layoff. The purpose of this notice is to give the Association an opportunity to suggest ways the layoff can be averted. However, this notice does not apply in the event the layoff is caused by an emergency beyond the control of the Hospital.

(b) Subject to the terms and conditions set forth in this Article, the Hospital shall determine in the first instance, which employees are to be laid off.

(c) Layoffs shall be conducted in the following order within the affected unit:

1. Agency
2. Volunteers
3. Probationary Employees
4. Per Diem Nurses
5. Part-Time and Full-Time Nurses

(d) Within each of the categories set forth in subsection (c) above, layoffs shall be conducted within the affected unit by reverse order of bargaining unit seniority.

(e) Full-Time and Part-Time Nurses shall have the option of transferring to a Per Diem position in lieu of layoff.

(f) The Hospital will meet with the laid off Nurses in order of bargaining unit seniority and will offer the Nurses the open positions for which the Nurses have the appropriate skills and abilities.

(g) If there are no open positions at the same status (e.g. Full-Time, Part-Time or Per Diem) as the laid off Nurse's previous position for which the Nurse has the appropriate skills and abilities, the laid off Nurse will be given the opportunity to displace the Nurse with the least amount of bargaining unit seniority who is in a position for which the laid off Nurse has the immediate ability to

perform the job after a one (1) day familiarization period. A Nurse's lack of Chemotherapy Certification will not be used as grounds for denying the Nurse the right to displace another Nurse pursuant to this provision.

(h) An employee designated by the Hospital in the first instance to be laid off shall be given five (5) days' notice of the layoff, but no employee who is bumped shall be entitled to any notice of lay off. Notice of lay off shall not apply in the event of an emergency beyond the control of the Hospital, but lack of notice shall not eliminate any employee's bumping rights.

(i) All bumping must be completed within the five (5) days' notice period given by the Hospital to the employee(s) designated in the first instance to be laid off.

## ARTICLE 15 RECALL

**15.1** For a period of one (1) year following the layoff, Employees that are laid off shall be recalled in the inverse order of their lay off to any position in their classification provided they have the immediate ability to perform the work or will be able to perform the work after a one (1) day job familiarization period, notwithstanding the lack of Chemotherapy Certification.

**15.2** Probationary employees that are laid off have no recall rights.

**15.3** An employee who refuses an offer of recall to a position on the same shift working the same number of hours per week as the employee had worked at the time of lay off shall forfeit further recall rights.



## ARTICLE 16 JOB OPENINGS

**16.1** When an opening occurs in a department, preference shall be given to the employee with the greatest skill and present ability to perform the new job. Bargaining unit seniority shall govern where skill and present ability to perform the new job are substantially equal.

Employees who have not received more than minor discipline (verbal or written warnings) during the past six (6) months shall be eligible for a job transfer under this Article.

**16.2** The Hospital has the exclusive right to determine the qualifications of employees for purposes of awarding new positions. However, job qualifications and job specifications for unit positions shall be prepared and shall not be subsequently changed or altered in an arbitrary or capricious manner, or in such a manner as to show favoritism toward individual employees.

**16.3** If at any time within sixty (60) calendar 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 he/she transferred, without loss of seniority. An employee may, of his/her own accord, within twenty (20) calendar days, decide to return to his/her former position without loss of seniority, provided that his/her former position remains available.

**16.4** When an employee is permanently transferred, such employee shall be paid the rate of the job to which he/she has been transferred.

**16.5** Job openings shall be posted for a period of seven (7) days via the Applicant Tracking System. Once an employee has transferred to the new position, he/she shall be given a five (5) working day job familiarization period to demonstrate he/she has the skill and present ability to perform the job. If the employee is unable to demonstrate that he/she has the skill and present ability to perform the job, the Employer may return him/her to his/her old job.

**16.6** When Employees are awarded transfers to new units or shifts, the Hospital shall move the employees to their new position within ninety (90) days.

**16.7** In the event that employees are to be transferred from one unit to another or from one shift to another due to reorganization of positions on a shift or shifts, such transfers will be made in the following manner:

(a) Employees in the unit(s) and/or on the shifts from which the transfers are to be made shall be notified of the available opening(s) for transfer by posting;

(b) Volunteers will be considered for the opening(s). The opening(s) shall be awarded to the senior volunteer, based upon bargaining unit seniority, with the skill and present ability for the position;

(c) In the event that there are insufficient qualified volunteers, involuntary transfers shall be made in inverse order of bargaining unit seniority from among those with the skill and present ability to do the work available. If more than one (1) employee is to be involuntarily transferred, preference shall be given to the most junior qualified employee.

## ARTICLE 17 TEMPORARY TRANSFERS

**17.1** In the event patient care requires an employee to be temporarily reassigned, such temporary reassignment shall be ~~rotated~~ as follows:

(a) it is understood and agreed that temporary reassignment shall be made in as equitable manner as practical; the Hospital will attempt to utilize qualified-Per Diem nurses prior to temporarily reassigning regular staff.

(b) it is further agreed that when a temporary reassignment is made the Hospital shall endeavor to assign the employee to a unit similar to that in which the employee is normally assigned. In addition, temporary reassignment shall be rotated equitably.

(c) moreover, the Hospital shall endeavor to not temporarily assign an employee more than once during the employee's shift. For purposes of this article, it is understood that moving a nurse back to his or her home department does not constitute a temporary reassignment.

(d) when possible, employees should be reassigned at the beginning of the shift; Whenever feasible, a nurse who is temporarily reassigned will not be required to serve as a Charge Nurse.

(e) whenever practical, a nurse, when rotated from his/her primary shift to ~~an off shift~~ a shift other than his/her primary shift, the Hospital shall endeavor to not temporarily transfer the nurse and shall not require the nurse to work the shift immediately before or after the shift to which the nurse was rotated.

(f) a Per Diem nurse who possesses the necessary skills to function in a department where the need exists will be utilized before any full or part time employee is temporarily transferred, where practical;

(g) No staff nurse will be used to accommodate a vacancy in administrative or supervisory personnel.

(h) When a nurse is temporarily reassigned for a full assignment (either on the day of the need or a prescheduled reassignment) he/she shall be paid an additional \$2.00 per hour in addition to their applicable rate for hours worked while temporarily reassigned. This provision does not apply to Per Diem nurses. In addition, this provision does not apply to nurses working within the following

departments, provided that one of the following is the nurse's home department: (1) Anesthesia, (2) Endoscopy, (3) Heartburn Treatment Center, (4) Interventional Radiology, (5) Operating Room, (6) PACU, (7) Pre-Admission Testing, and (8) SPU.

(i) Good business reasons may necessitate a deviation from the above norms; **however, no employee shall be reassigned to a position for which they do not possess the necessary skills and abilities to provide for safe patient care.**

## ARTICLE 18 WAGES

**18.1** (a) Full-time and part-time employees shall be compensated in accordance with the wage grid attached hereto.

(b) Effective the first full pay period following ratification of this Agreement, full-time and part-time employees shall move to the appropriate step on the wage grid based on their recognized years of experience.

(c) Effective the first full pay period following the one-year anniversary of the date of ratification of this Agreement, full-time and part-time employees shall move to the appropriate step on the wage grid based on their recognized years of experience.

(d) Effective the first full pay period following the two-year anniversary of the date of ratification of this Agreement, full-time and part-time employees shall move to the appropriate step on the wage grid based on their recognized years of experience

## ARTICLE 19 SHIFT DIFFERENTIAL

**19.1** A shift differential of \$3.00 per hour shall be paid for all hours worked between 3:00 p.m. and 7:00 a.m., provided that the majority of the hours worked on the shift fall within that time period.

**19.2** Any employee in the bargaining unit acting as a preceptor will be paid an hourly differential of \$1.50 above their base rate of pay.

**19.3** Employees when assigned to charge duty shall be paid an hourly differential of \$1.50. Charge RNs' duties will be assigned by the nurse manager, supervisor or his/her designee to nurses who have expressed an interest in the charge role and have demonstrated competence in the skills required for the role. The nurse manager, supervisor or his/her designee shall make the assignment equitably.

## **ARTICLE 20 OVERTIME AND PREMIUM PAY**

**20.1** Employees shall be paid time and one half for all authorized hours or parts of hours actually worked in excess of forty (40) hours in a week. There shall be no pyramiding of overtime.

**20.2** (a) Employees may request overtime.

(b) The Hospital has the right in an emergency situation (e.g.: untimely call outs, unpredictable crises) to assign overtime, which shall be distributed equitably amongst all qualified nurses on that unit, including pool nurses and Agency nurses. Prior to assigning overtime, the Hospital shall:

- 1) Reassign temporarily unit to unit use PRN personnel, and all other licensed personnel with the skill and ability that can be assigned to the unit with the need;
- 2) Solicit volunteers from on the unit where overtime is needed;
- 3) Solicit volunteers from among employees from other units with the skill and ability;
- 4) Solicit pool, Agency, and part time nurses;
- 5) An employee who volunteers to work overtime shall have the voluntary overtime count towards equalization of mandatory overtime;
- 6) Employees with physical conditions limiting their ability to work overtime and certified by a doctor or nurse midwife may be excused from required overtime.

(c) If relief is not obtained, then overtime will be mandated based upon inverse order of seniority on a rotating basis with input from the nurses on duty.

(d) In a non-emergency situation, (e.g. holes in an advanced posted schedule) an RN or LPN will not be required to stay.

**20.3** Regular full time, regular part time and part time employees who work the majority of the hours of their shift on July 4th, Thanksgiving, Day After Thanksgiving, Christmas, New Year's Day, Memorial Day and Labor Day shall be paid the rate of one and one half (1 1/2) times their applicable straight time hourly rate for their entire shift.

**20.4** When the Hospital determines that it is necessary to schedule nurses to work additional shifts, such shifts shall be filled first by part time employees volunteering to work additional days provided the employees have the skill and present ability to perform the required work. Such shifts may then be offered to per diem nurses or be offered to employees volunteering to work overtime. For the purpose of this section, pool nurses who are in the bargaining unit shall be considered part time employees. The Hospital shall consider only those part time employees who have notified the Coordinator of their willingness to work additional days. Overtime shall be equalized among people who volunteer for overtime. However, the Hospital shall not be required to pay for hours not worked.

**20.5** When requested, an employee shall document in writing why working past his/her regular scheduled shift was necessary. An employee shall not be disciplined for working excessive overtime unless the reason therefore is because of inefficiency, disorganization or unsatisfactory work practices.

**20.6** A nurse who volunteers to work on his/her day off shall not be subject to compulsory overtime.



## ARTICLE 21 VACATIONS

**21.1** All regular full time employees who were employed by the Employer as of February 1, 2016 shall receive three (3) weeks of vacation per year during their first three (3) years of employment and four (4) weeks of vacation each year beginning with their fourth (4th) year of employment. Any regular part time employee of (.6 FTE or more) who was employed by the Employer as of February 1, 2016 shall receive a pro rata share of the regular full time vacation entitlement set forth herein in Article 21.1.

**21.2** All regular full-time employees who were not employed by the Employer as of February 1, 2016 shall accrue vacation as follows:

<u>Years of Experience</u>	<u>Vacation</u>
1-5 Years	2 Weeks
6-10 Years	3 Weeks
11+ Years	4 Weeks

**21.3** All regular part-time employees (.6 FTE or more) who were not employed by the Employer as of February 1, 2016 shall receive a pro rata share of the regular full time vacation entitlement set forth above in Article 21.2.

**21.4** Vacation may not exceed (320 hours.)- Any hours above 320 will be forfeited.

**21.5** (a) Vacation schedules shall be established by the Hospital taking into account the wishes of the employees and the staffing needs of the Hospital. Employees shall submit their vacation requests in writing by March 1 for the period from June 1 through September 30; by July 1 for the period from October 1 – January 31; and by November 1 for the period from February 1 through May 31. Where there is a conflict in choice of vacation time among employees within a clinical unit, e bargaining unit seniority will govern.

(b) Once an employee’s vacation request is granted, a more senior employee has no right to the same vacation period merely because of his/her seniority.

(c) It is understood that the period of December 15th to January 2nd is a difficult period for staffing at the Hospital, and that vacations will be granted during this period only under exceptional circumstances. During this period, employees may request to take no more than two paid days off (if available) but the Hospital cannot guarantee that these requests will be granted.

(d) No employees may take more than two (2) consecutive weeks' vacation during the months of June, July, August and September. Employees may request and be granted more than two (2) consecutive weeks' vacation subject to the staffing needs of the Hospital provided that the granting of such requests will not prevent another employee from scheduling his/her vacation request.

(e) Notwithstanding any other provision in this Article, no employee may take scheduled vacation time unless he/she has time available to them at the time of the scheduled vacation time. To clarify, employees may not take unpaid vacation time.

**21.6** Vacation pay shall be based upon an employee's regular rate of pay at the beginning of the vacation period.

**21.7** Employees who resign or retire shall be entitled to their earned and accrued vacation, so long as three (3) weeks' notice is given.

**21.8** Vacation requests submitted by March 1 shall be answered by April 1; requests submitted by July 1 shall be answered by August 1 and requests submitted by November 1 shall be answered by December 1. Requests which have not been answered in accordance with the above shall be automatically approved.

**21.9** Vacation pay shall not be forfeited if an employee works beyond his or her regularly scheduled hours in a particular work week.

**21.10** Employees on any Hospital approved leave of absence shall not accrue vacation time.

## ARTICLE 22 HOLIDAYS

**22.1** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas shall be paid holidays. Each regular full time and regular part time employee shall accrue holiday pay for each of the aforementioned seven(7) holidays at his/her regular straight time rate of pay, provided that:

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

(b) all employees must work the entire scheduled work day immediately preceding and the entire scheduled work day immediately following the holiday, except for absence approved by the Hospital; and

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

(d) Part time employees **below .6 FTEs** shall receive pro rata holiday pay. **All employees shall be compensated holiday hours based upon their required hourly commitment: eight (8), ten (10) or twelve (12) hours.**

**22.2** An employee who is scheduled to work on any holiday and does not work shall receive no holiday pay unless the employee is hospitalized on the holiday or has been absent for over five (5) days prior to the holiday because of illness.

**22.3** If an employee is laid off within five (5) working days of a holiday, he/she will receive holiday pay if otherwise eligible.

**22.4** (a) Holiday work will be equitably distributed in accordance with the operational requirements of the Hospital. However, each employee .6 FTE and above shall be required to work 4 of the paid holidays listed in Section 22.1 distributed as 3 "minor holidays," and 1 "major holiday." Employees below .6 FTE shall be required to work 1 major holiday.

(b) Weekend Per Diem nurses must work 1 major and 1 minor holiday.

(c) Other Per Diem Nurses will work holidays pursuant to the Hospital's Per Diem Guidelines. The Hospital reserves all rights to make changes to the Per Diem Guidelines.

(d) For purposes of this Section 22.6, the “major holidays” are: Christmas and New Year’s Day; and the “minor holidays” are Memorial Day, July 4th, Labor Day, and Thanksgiving and Day After Thanksgiving.

**22.5** The Hospital will develop a mechanism for submitting requests for holidays and compensatory days in January, the same as is done for vacations.

**22.6** (a) A nurse will not be required to work more than two (2) of the following: Christmas Eve, Christmas Day, New Year’s Eve and New Year’s Day. For the purposes of Article 22.6(a), the holiday will be deemed to take place on the day when the shift begins.

(b) The Christmas Eve work requirement shall be as follows for Night Shift:

12/24 11 p.m. – 7:30 a.m. on 12/25 or

12/24 7 p.m. – 7:30 a.m. on 12/25

For other shifts it shall be 7:00 a.m. – 3:30 p.m., 3 p.m. – 11:30 p.m., 7:00 a.m. – 7:30 p.m., and 11 a.m. – 11:30 p.m. on 12/24.

(c) The Christmas Day work requirement shall be:

7:00 a.m. – 3:30 p.m., 3 p.m. – 11:30 p.m., 7:00 a.m. – 7:30 p.m.,

11 a.m. – 11:30 p.m. on 12/25

For night shift, the Christmas holiday will be 12/25 11 p.m. – 7:30 a.m. 12/26, or 7 p.m. on 12/25 through 7:30 a.m. on 12/26

(d) The New Year’s Eve work requirement shall be as follows for the Night Shift:

11 p.m. on 12/31 – 7:30 a.m. on 1/1

7 p.m. on 12/31 – 7:30 a.m. on 1/1

For other shifts it shall be 7:00 a.m. – 3:30 p.m., 3 p.m. – 11:30 p.m., 7:00 a.m. – 7:30 p.m., 11 a.m. – 11:30 p.m. on 12/31

(e) The New Year’s Day work requirement shall be:

7:00 a.m. – 3:30 p.m., 3 p.m. – 11:30 p.m., 7:00 a.m. – 7:30 p.m., 11 a.m. – 11:30 p.m. on 1/1

For Night Shift, the New Year Holiday shall be 11 p.m. 1/1 through 7 a.m. on 1/2; 7 p.m. 1/1 through 7:30 a.m. on 1/2

**22.7** For purposes of holiday premium pay only, the holiday will be observed beginning 11:00 p.m. on the holiday eve and ending at 11:00 p.m. on the day of the holiday. For purposes of the Christmas holiday only, premium pay shall be paid from 11:00 p.m. Christmas Eve until 7:00 a.m. on the day following Christmas.

**22.8** After 28 years of bargaining unit seniority, a bargaining unit member will not be required to work Christmas or New Year's, and will not be required to work more than one of the following: Christmas Eve or New Year's Eve.

(a) To assure adequate coverage on Christmas and New Year's, the Hospital shall:

- 1) Solicit volunteers from the unit where coverage is needed;
- 2) solicit volunteers from among employees from other units with the skill and ability;
- 3) (3) Offer non benefited employees in the bargaining unit holiday pay as set forth in Article 20.3;
- (4) Utilize per diem\_and/or agency nurses.

22.12 When an employee utilizes holiday pay under this Article, the employee may be paid for eight (8) hours of holiday pay without triggering a payment from the employee's vacation bank for the remaining hours of their scheduled shift. If an employee has at least eight (8) hours in the employee's holiday bank, s/he must utilize holiday pay in a block of at least eight (8) hours. If the employee has less than eight hours of holiday pay in the employee's holiday bank, the foregoing provisions of this Article 22.12 shall not apply.

## ARTICLE 23 SICK TIME

**23.1** All regularly scheduled full-time employees shall receive eight (8) days of sick time at the beginning of each calendar year. A regularly scheduled part-time employee (0.6 FTE) or more shall receive the prorated number of sick days at the beginning of each calendar year. Sick time may be accumulated up to a maximum of ~~one hundred twenty (120) hours~~ **480 hours for full-time employees and 320 hours for part-time employees. Sick time hours cannot be used interchangeably with vacation and holiday hours.**

## ARTICLE 24 BEREAVEMENT LEAVE

**24.1** In the event of the death of a full-time or a part time employee's parent, current spouse, sibling or children, grandparent or grandchild, current mother in law or father in law, **current son-in-law or daughter-in-law**, stepparent, step-sibling or stepchild, legal guardian or domestic partner, if said employee has completed his/her probationary period, he/she will be allowed up to three (3) regularly scheduled days off with pay at his/her regular straight-time rate, not to exceed 24 hours (for full time nurses) or 12 hours (for part time nurses). Full-time and part-time nurses may request an additional day off as paid vacation beyond the time limits set forth in this article, and such requests shall not be unreasonably denied.

**24.2** There shall be no duplication of payment that this employee may otherwise receive under this Agreement. Proof of death and verification of relationship may be required.

## **ARTICLE 25 JURY DUTY**

**25.1** The Hospital agrees to compensate regular full time employees and regular part time employees who have completed their probationary period the difference between the wages they would have received at their regular straight time rate and the compensation they actually receive while serving as a juror for all time lost from their regularly scheduled working hours for a maximum of two (2) weeks. This provision shall not apply if an employee volunteers for jury duty.

**25.2** The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Human Resources Department and the Hospital may request that the employee may be excused from such jury duty.



## ARTICLE 26 HEALTH AND WELFARE INSURANCE

### 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 ~~Platinum-Exclusive Provider Organization (Platinum EPO plan), which includes a vision plan.~~ **and the current VSP vision plan (Choice of B or C)**

b. **Employee contributions are listed in Appendix B. The plan design is shown in Appendix C.**

c. ~~Effective January 1, 2016, and for the duration of the Agreement, employee contributions for the Platinum EPO plan will increase annually by the same percentage as the total premium. The Value Plan contributions are based on the safe harbor approach of the Affordable Care Act and cannot exceed 9.5% of the Federal minimum wage amount for the employee only tier. Dependent contributions for the Value Plan will increase by the same percentage as the total premium to a maximum of eight percent (8%) per year.~~

**Tier 1.5:** Services which are not provided by the Hospital or another Prime Healthcare facility within 35 miles of ~~LBH the Hospital~~ will be considered Tier 1 services. Services will be treated as not provided by ~~LBH the Hospital~~ or another Prime Healthcare Facility within 35 miles of ~~LBH the Hospital~~ ~~in the following specialties~~ if there are **less than** three or less board-certified physicians in the specialty within the applicable Prime facilities providing such services: ~~Gynecology, ENT, Hematology, and Neurology~~

~~Applicable out-of-pocket costs will apply to the member based on the provider network utilized.~~

The Hospital agrees that any ~~procedure service~~ performed on an employee **under a Tier 1.5 benefit**, ~~that the Hospital or other Prime Healthcare facility within 35 miles of LBH does not offer~~, should any ancillary ~~procedure service and/or follow up care~~ that may be required as part of or as a result of that ~~procedure 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.** ~~will be treated the same as it relates to deductible and co-pay.~~

**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-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 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 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: Part-Time Employees: Any employee of Suburban Community Hospital, who was in a part-time position (0.5 FTE or greater), as of December 6, 2016, shall pay the same premium share as full-time employees, the 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 E.

~~The Hospital agrees to notify the Union 30 days prior to a change in network carriers only.~~

~~i. Weekend Program benefit options are located in Appendix E.~~

~~j. The Hospital agrees to continue to offer a Flexible Spending Account (FSA) to all full-time and part-time Bargaining Unit members.~~

~~**Section 2.** Nurses may enroll in the Hospital's standard EPO plan at rates applicable generally to Hospital employees. Employee contributions are listed in Appendix A. Plan design is listed in Appendix B.~~

**Section 3.** Prescription Insurance

Effective on January 1, 2016 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 of 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.

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

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

a. All active full-time employees shall be entitled to a Basic Life and Accidental Death and Dismemberment (AD&D) coverage in the amount of \$10,000 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 10.** In 2021, eligible employees will have the ability to participate in the MERP plan.

## ARTICLE 27 RETIREMENT

All employees shall be enrolled in Prime Healthcare's 401(k) Plan. The Employer's matching contributions in the 401(k) Plan shall be as follows:

<u>Years of Experience</u>	<u>Employer Match</u>
1 – 10 Years	\$0.25 for every \$1.00 contributed, up to 4% of gross compensation
11 – 20 Years	\$0.50 for every \$1.00 contributed, up to 4% of gross compensation
21+ Years	\$1.00 for every \$1.00 contributed, up to 4% of gross compensation.

## **ARTICLE 28 NON-DISCRIMINATION**

**28.1** Neither the Hospital nor the Association shall discriminate against any employee covered by this Agreement on account of race, religion, color, age, sex, sexual orientation, gender identity, ancestry, national origin, marital status, medical condition, disability, military service, veteran status, pregnancy, child birth and related medical conditions, or Association affiliation.

**ARTICLE 29 ASSOCIATION ACTIVITY, ACCESS TO HOSPITAL  
BULLETIN BOARDS AND PERSONNEL FILES**

**29.1** Representatives of PASNAP, after first reporting and receiving permission of the Director of Human Resources or a duly authorized representative shall have reasonable access to the Hospital for the purpose of handling grievances. Where a representative of PASNAP finds it necessary to enter a department of the Hospital, he/she must also receive the permission of the department head.

**29.2** Whenever a Union representative finds it necessary to leave his/her department and go into another department of the Hospital to investigate a grievance, he/she must receive the permission of his/her immediate coordinator to leave the department in which he/she works and the permission of the immediate coordinator of the clinical unit he/she wishes to enter. Such visits shall not interfere with the operation of the Hospital.

**29.3** The Hospital shall provide two (2) enclosed bulletin boards for the exclusive use of the Association for the purpose of posting proper Association notices.

**29.4** An employee may inspect the contents of his/her Personnel File under the following conditions:

- (a) He/she must make an appointment with the Human Resources Department;
- (b) He/she will not be paid for the time spent inspecting his/her file;
- (c) Nothing may be removed from the file; and
- (d) Nothing may be written by the employee on any papers in the file.

Letters of reference will not be subject to inspection.

**29.5** All minor infractions on any employee's personnel record shall be cleared after one (1) year, provided that the one (1) year shall be free of infractions. This provision shall not apply to the employee's attendance record.

**29.6** In the event the Hospital establishes a new job classification it shall meet with the Association to establish the rate for said job.

**29.7** The Hospital will post every six (6) months a Hospital Unit and Bargaining Unit Seniority List; a copy of said list will be sent to the Association.

**29.8** The Hospital agrees to allow the Union’s officers/members the maximum unpaid days off set forth herein per year for participation in the governance of SGNA/PASNAP, which must be scheduled by the scheduling deadline:

SGNA President	15 days
SGNA Officers	5 days
Members-at-Large	upon request (such requests will not be unreasonably denied)



## **ARTICLE 30 NO STRIKES, LOCKOUTS, WORK STOPPAGES OR PICKETING**

**30.1** 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 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.

**30.2** 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.

**30.3** 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 of 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.

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

## ARTICLE 31 ~~GENERAL~~ LABOR MANAGEMENT

**31.1** The Management-Association Committee may meet to discuss problems dealing with the implementation of this Agreement and to discuss other labor-management problems that may arise. Such meeting shall be held on a monthly basis at a time agreed to by the parties. Should an emergency situation arise, such meeting may be called more frequently by either party giving reasonable advance notification to the other party, prior to the day of the proposed meeting.

**31.2** Staff nurses who volunteer to sit on committees shall be relieved of patient care duties for the duration of such meetings so long as the Hospital or patients shall not be disadvantaged by their attendance and the nurse's duties are covered.

## ARTICLE 32- GENERAL

**32.1** Within 90 days of ratification of this agreement, the employer will provide two (2) sets of uniforms for full time employees and one (1) uniform for part-time employees. Uniforms will be replaced annually.

**32.2** The Hospital and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Association, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement (except as provided for in the Grievance Procedure herein) or with respect to any subject or matter not specifically referred to or covered in this Agreement, whether or not such subject matter was within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**32.3** Employees may make an appointment with Human Resources to review their personnel file. This review may be done during work hours as the census permits.

## **ARTICLE 33 SEPARABILITY**

**33.1** It is understood and agreed that all agreements herein are subject to applicable laws. If any provision of this Agreement is in contravention with the laws or regulations of the United States or of the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such laws or regulations so long as same is in force and effect.

## ARTICLE 34 ON-CALL

34.1 The on call rate for RNs shall be \$4.50 per hour. Employees who are scheduled “on call” shall not have the scheduled shift cancelled.

**34.2** ~~Operating Room Nurses~~ **Per-operative nurses (OR, SPU, ENDO, IR, PACU)** who are called into work and who work four (4) consecutive hours between the hours of midnight and 6:00 a.m. and who are scheduled to work again at 7:00 a.m. of the same day shall not be required to work past 11:00 a.m. **When employees are called into work, they shall be paid time and a half (1 ½) for all hours worked. Employees shall be paid a minimum of four (4) hours at time and a half (1 ½) for each instance they are called into work.**

**34.3** Employees in OR, IR, PACU and SPU must carry a beeper during on call. The Hospital will supply the beeper.

**34.4** Employees that are on call must be onsite at the Hospital within thirty (30) minutes.

**34.5** RNs who work in the OR, PACU and IR on an on call shift must notify the nursing supervisor on duty (or the unit manager, if available) prior to leaving the Hospital. The Hospital will prescribe the method of notification.

**34.6** RNs who are on call and are called into work will not receive on call pay for hours actually worked.

**34.7** Mandatory on call shall not apply to nurses who are regularly scheduled to work twelve (12) hour shifts.

## ARTICLE 35 CALL BACK PAY

**35.1** An employee who has left the Hospital and is called back to work shall be guaranteed a minimum of four (4) hours pay, not to exceed payment of eight (8) hours of pay in an eight (8) hour period. An employee who is called in for work on the evening or night shift shall be paid the appropriate shift differential for hours actually worked.

## **ARTICLE 36 TUITION REIMBURSEMENT AND CONTINUING EDUCATION**

**36.1** (a) Full time employees and regular part time employees who have satisfactorily completed their probationary period are eligible for tuition reimbursement. For full time employees, the maximum benefit is \$5,000 per year.

(b) For part-time employees, the maximum benefit is \$2,000 per year.

(c) All employees eligible for reimbursement must have the prior approval of the Hospital prior to enrolling in a course pursuant to sections (a) and (b) above.

(d) Reimbursement to eligible employees will be made by the Hospital as soon as reasonably practical after it has received satisfactory proof that the employee has passed the course or exam and the employee is still on the Hospital's active payroll.

**36.2** Employees who successfully complete certification exams may be reimbursed under Section 35.1.

**36.3** Employees may utilize continuing education time in accordance with the Suburban Community Hospital policy.



## ARTICLE 37 STAFFING

**37.1** The Hospital shall maintain the hospital staffing guidelines provided to the union on October 9, 2020 for each clinical nursing unit encompassing ancillary staff. Copies of the guidelines will be posted on each unit. ~~that include all of the following positions:~~

**37.2** The Hospital shall maintain staffing guidelines that include all of the following positions:

(a) ~~An RN that floats to different departments in the Hospital and whose responsibilities include but are not limited to all of the following: supplementing staff as needed to fill holes for call-offs, covering vacancies, and otherwise assisting with increased acuity or increased census on a given unit.~~ An RN per each 12-hour shift (day and night shifts) who floats to different departments in the Hospital and whose responsibilities include, but are not limited to, all of the following: supplemental staff as needed to fill holes for call-offs, covering vacancies, and otherwise assisting with increased acuity or increased census on a given unit.

(b) ~~An RN whose main responsibility is to admit patients on units.~~ Resource RNs for both day and night shifts. The resource nurse will be trained in the Hospital's EMR system in order to chart care (e.g. assist with medication administration if needed)

(c) ~~Resource RNs.~~

**37.3** The Hospital will follow staffing guidelines:

- ~~a.~~ In the event of emergent circumstances that render the Hospital unable to adhere to the staffing guidelines, the Hospital shall exhaust all reasonable steps to comply with the guidelines.
- ~~b.~~ In the event of such unforeseen emergent circumstance, the Charge Nurse of the work area shall notify the nursing office of the situation. The temporary reassignment language of Article 17 shall be used, if possible, to remedy the situation, failing which the following procedure shall be followed:
  - ~~1.~~ First, assigning float pool resources to the shift.
  - ~~2.~~ Second, calling flex (per diem) status employees to work.
  - ~~3.~~ Third, offering voluntary hours to regularly scheduled employees.

- 4. Fourth, staff may be offered a bonus program.
  - 5. Fifth, attempting to utilize third party agency staff.
- e. If the Hospital creates a new service line or changes service lines on a particular unit, the Hospital shall negotiate (to impasse or agreement within 60 days) the new guidelines with the union. Guidelines for the new unit shall be consistent overall with the guidelines for other units, accounting for difference in acuity and patient care.
  - d. ~~for bargaining unit positions. The Hospital retains all rights to make changes to staffing guidelines.~~ The Hospital shall provide a Charge Nurse with a lower patient assignment to the ED. The Charge Nurse shall function as the triage.
  - e. Management will round routinely on the units to assess unit acuity and staffing needs.
  - f. The guidelines shall include adequate coverage for breaks, lunches, and time off within the budgeted FTEs of the unit. The Hospital shall not cancel, pull or float nurses which results in staffing below the grids. In an emergency, the Hospital may pull or float nurses below the guidelines, provided they have exercised all option under Section 37.3.
  - g. In the event a dispute about implementation or utilization of the guidelines, the parties agree to the following process:
    - 1. The Union shall bring its claim that the Hospital is not following the guidelines to the unit manager or his/her designee for explanation and collaborative resolution.
    - 2. If the discussion with the unit manager does not resolve the dispute, the Union shall bring its claim to the NPOC which will need within two (2) weeks to engage in collaborative review and resolution discussion.
    - 3. If the NPOC is unable to agree to a resolution, the dispute may be submitted directly to the grievance procedure of this agreement.

**37.4** ~~Staffing shall take into account acuity over the course of the shift.~~ The Hospital shall, in its sole discretion, adjust the number of patients per nurse downward based upon acuity and other relevant factors. Staffing shall take into account projected admission and discharges over the course of the shift.

**37.5** The Nurse Practice and Quality Committee (“NPQC”) shall address the issues of staffing, acuity and patient outcomes on an ongoing basis.

- a. Nurses shall be selected by their peers. Equal opportunity for participation on the committee will be offered on a yearly basis. (These nurses will be volunteers, if more than one volunteer is on the unit, they shall be selected by their peers and will be voluntary)
- b. Openings during the year will be posted in the work areas where the vacancy occurs.
- c. It will be the responsibility of the co-chairs of the Committee to facilitate that work area representatives gather input from, and give feedback to, their representative respective work areas.
- d. The Committee chair shall be compensated two (2) hour each month, this time shall be used to prepare for the meeting.

**37.6** The Hospital will include staffing guidelines in Nurse Policy Book.

**37.7** The Hospital will meet with the Union to discuss changes to staffing guidelines before making changes.

## **ARTICLE 38 WEEKEND DIFFERENTIAL**

**38.1** Employees shall receive \$2.50 per hour for all hours worked between 11:00 p.m. Friday and 7:00 a.m. Monday. Employees who work at least four (4) hours on a particular shift shall receive the weekend differential for all hours worked on that shift.

## ARTICLE 39 POLITICAL ADVOCACY FUND

**39.1** Upon provision to the Hospital of a voluntary deduction form, employees may elect to contribute an amount specified by the employee to the PASNAP political action fund. Such deductions will be forwarded to PASNAP prior the end of the month for which the deduction was made. The deduction shall be accompanied by a list of individuals and the amounts they have elected. Political action fund contributions shall be separate from the dues deductions. SGNA/PASNAP agrees to hold the Hospital harmless and indemnify it in all respects for any claims (including attorney fees) related to these deductions.

## **ARTICLE 40 PROFESSIONAL DEVELOPMENT**

**40.1** SCH and the Union agree to pilot the development of a clinical ladder. There shall be equal representation on a committee to develop a clinical ladder from the Union and SCH. Membership from the Union shall include a member of the Union's Executive Board and Staff Nurse Representatives chosen by the Union's Executive Board. Membership from SCH shall include Nurse Managers and Nurse Educators. One year after implementation, SCH and Union leadership will review the pilot and determine whether it should continue. SCH and the Union shall make the final determination as to whether it should continue.

**40.2** Committee members shall be paid straight time for time spent at meetings.

## ARTICLE 41 NURSE PRACTICE AND QUALITY COMMITTEE

**41.1** (a) A joint Hospital-Union committee will be formed entitled, “Nurse Practice and Quality Committee.” SCH representatives shall include: the CNO or designee; clinical educator; nurse manager or administrative supervisor. The Union representatives shall serve a term of one year, be appointed by the Executive Board of the Union, and shall include a staff RN from every unit and one SGNA Executive Board member. Times and places for the joint committee meetings shall be mutually agreed upon.

(b) The Union representatives on the committee shall be paid for the time spent at committee meetings at the applicable straight time rate.

(c) The committee shall meet on a monthly basis. The CNO (or his/her designee) and the Union President (or his/her designee) shall prepare an agenda prior to all committee meetings, which shall determine the issues to be addressed.

(d) The joint committee shall promote a commitment to excellence in nursing practice by addressing issues and making recommendations to the Hospital concerning staffing, technology, training, equipment, supplies and all aspects of Hospital policy affecting nurse practice. The committee shall also identify performance improvement opportunities and quality issues to insure delivery of excellent nursing care.

## ARTICLE 42 HEALTH AND SAFETY

**42.1** The Hospital shall provide a safe and healthy environment. ~~in conformance with all applicable federal, state and county safety and health regulations.~~

**42.2** The Hospital shall track and notify the Union of all instances of violence occurring in 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 assaulted 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.

**42.3** The Hospital shall ensure that all employees are provided with all necessary information in order to file a workers' compensation claim properly.

**42.4** ~~The Association shall appoint two (2) of its members to the Patient Safety Committee and the Employee Safety Committee. The Association shall communicate such appointments (and any changes to such appointments) to the CNO of the Hospital. Members appointed to the Committee shall maintain regular attendance and provide meeting updates at Management/Association meetings. Committee members shall be paid straight time for time spent at meetings.~~ **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 to this agreement in accordance with the provisions of Section 5. Employees will be paid to attend these meeting.**

**42.5** 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 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, working alone, visibility and lighting, staffing patterns.
- b- Risk Mitigation Program – provides specific methods to address each identified workplace risk.



- e. Administrative Practice Controls – including creating a uniform reporting structure, instituting and publicizing a zero-tolerance policy, prohibiting employees from working alone, establishing policies for code response which emphasize employee safety and emergence evacuations.
- d. Employee Health and Safety Training – mandatory violence prevention training will be provided each year for all bargaining unit members to attend. The training shall be interactive and not solely on line.
- e. Program Evaluation – the Committee should review the program on a bi-annual basis and after each incident of workplace violence. The review should include analyzing possible modifications to risk mitigation measures after each incident, surveying employees after modification 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.

**42.6** ~~The Hospital shall implement a policy on safe lifting and provide a copy of the policy to the Union.~~ 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 Internet database that logs defective equipment, shall notify the Union of the expected date that the equipment shall be repaired, and shall provide a temporary solution for broken equipment in the interim.

## **ARTICLE 43**

### **DISCIPLINE AND DISCHARGE**

- 43.1** No employee who has completed his/her probationary period shall be disciplined or suspended without just cause.
- 43.2** The Employer will utilize the principles of just cause when issuing discipline up to and including termination.
- 43.3** A specific work rule violation shall be cited on all discipline issued.
- 43.4** The Employer agrees that alternative forms of discipline exist and may be agreed upon by the parties to retain an employee.
- 43.5** No employee shall be called to a meeting that may result in discipline without a Union representative present unless the employee waives his/her right in writing.
- 43.6** The Hospital will notify the Union president, grievance representative, and staff representative of all suspensions and discharges via email within 24 hours.
- 43.7** All minor infractions on any employee's personnel record shall be cleared after one (1) year, provided that the one (1) year shall be free of infractions. This provision shall not apply to the employee's attendance record. (Section 29.5)

## ARTICLE 44

### 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 45**

**TERM OF AGREEMENT**

**42.7** This Agreement shall go into effect ~~December 6, 2016~~ **October 12, 2020** and shall continue in full force and effect until ~~December 5, 2019~~ **October 11, 2020** , and thereafter from year to year unless either party gives written notice to the other ninety (90) days prior to the expiration date or of any succeeding yearly expiration date of a desire to negotiate with respect to the terms and conditions of this Agreement.

SGNA/ PASNAP

SUBURBAN COMMUNITY HOSPITAL

\_\_\_\_\_  
(S)  
Shannan Giambrone, President SGNA

\_\_\_\_\_  
(S)  
Terena Stinson, Vice President SGNA

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(S)  
Andrew Gaffney, Regional Director PASNAP

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(S)  
Andrea Small, Grievance Chair

\_\_\_\_\_  
(S)  
Tina Dalessandro, Treasure/Secretary

\_\_\_\_\_  
(S)  
Octavia Rumor, Membership Chair

\_\_\_\_\_  
(S)  
Judy McGinley, Bargaining Committee

\_\_\_\_\_  
(S)  
Ellen Entenman, Bargaining Committee

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Kristen Law, Bargaining Committee

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(S)  
Alana Paviglianiti, Bargaining Committee

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Denise Dyer, Bargaining Committee

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Sherry Seymore, Bargaining Committee

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(S)  
Karen Buck, Bargaining Committee

\_\_\_\_\_  
(S)  
Mary Schottmiller, Attorney

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(S)  
David Schmidt, CNO

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(S)  
Kevin Carrion, Director of Human Resources



APPENDIX A – WAGE GRID

<b>Suburban Community Hospital – PASNAP RN Wage Grid</b>					
<b>1<sup>st</sup> Full Pay Period After Ratification of Contract</b>		<b>1<sup>st</sup> Full Pay Period After 1 Year Anniversary of Ratification (2021)</b>		<b>1<sup>st</sup> Full Pay Period After 2 Year Anniversary of Ratification (2022)</b>	
<b>Years of Experience</b>	<b>Current Rate</b>	<b>Years of Experience</b>	<b>Current Rate</b>	<b>Years of Experience</b>	<b>Current Rate</b>
Start	\$33.23	Start	\$33.90	Start	\$34.57
1 Yr.	\$35.18	1 Yr.	\$35.88	1 Yr.	\$36.60
2 Yr.	\$36.24	2 Yr.	\$36.97	2 Yr.	\$37.70
3 Yr.	\$37.11	3 Yr.	\$37.85	3 Yr.	\$38.61
4 Yr.	\$38.64	4 Yr.	\$39.41	4 Yr.	\$40.20
5 Yr.	\$42.06	5 Yr.	\$42.91	5 Yr.	\$43.76
7 Yr.	\$43.96	7 Yr.	\$44.84	7 Yr.	\$45.74
10 Yr.	\$45.04	10 Yr.	\$45.94	10 Yr.	\$46.86
15 Yr.	\$46.11	15 Yr.	\$47.04	15 Yr.	\$47.98
18 Yr.	\$46.80	18 Yr.	\$47.73	18 Yr.	\$48.69
20 Yr.	\$47.30	20 Yr.	\$48.24	20 Yr.	\$49.21
25 Yr.	\$48.90	25 Yr.	\$49.88	25 Yr.	\$50.87
30 Yr.	\$50.39	30 Yr.	\$51.40	30 Yr.	\$52.42

PRN RN Employees will move to the Union scale

<b>Suburban Community Hospital – PASNAP LPN Wage Grid</b>					
<b>1<sup>st</sup> Full Pay Period After Ratification of Contract</b>		<b>1<sup>st</sup> Full Pay Period After 1 Year Anniversary of Ratification (2021)</b>		<b>1<sup>st</sup> Full Pay Period After 2 Year Anniversary of Ratification (2022)</b>	
<b>Years of Experience</b>	<b>Current Rate</b>	<b>Years of Experience</b>	<b>Current Rate</b>	<b>Years of Experience</b>	<b>Current Rate</b>
Start	\$19.36	Start	\$19.75	Start	\$20.14
1 Yr.	\$20.00	1 Yr.	\$20.40	1 Yr.	\$20.81
2 Yr.	\$20.66	2 Yr.	\$21.07	2 Yr.	\$21.49
3 Yr.	\$21.30	3 Yr.	\$21.72	3 Yr.	\$22.16
4 Yr.	\$21.94	4 Yr.	\$22.38	4 Yr.	\$22.83
5 Yr.	\$22.58	5 Yr.	\$23.03	5 Yr.	\$23.50
6 Yr.	\$23.24	6 Yr.	\$23.70	6 Yr.	\$24.17
7 Yr.	\$23.88	7 Yr.	\$24.36	7 Yr.	\$24.84
8 Yr.	\$24.52	8 Yr.	\$25.01	8 Yr.	\$25.51
9 Yr.	\$25.16	9 Yr.	\$25.67	9 Yr.	\$26.18
10 Yr.	\$25.82	10 Yr.	\$26.33	10 Yr.	\$26.86
11 Yr.	\$26.46	11 Yr.	\$26.99	11 Yr.	\$27.53
12 Yr.	\$27.10	12 Yr.	\$27.64	12 Yr.	\$28.20
13 Yr.	\$27.75	13 Yr.	\$28.31	13 Yr.	\$28.88

14 Yr.	\$28.40	14 Yr.	\$28.96	14 Yr.	\$29.54
15 Yr.	\$29.04	15 Yr.	\$29.62	15 Yr.	21
PRN	\$22.44	PRN	\$22.89	PRN	\$23.35

## **APPENDIX B**

### **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



• APPENDIX C PLAN DESIGN

<b>Effective Date</b>		1/1/2021	
<b>1.5 Benefit Mile Radius</b>		35 Miles	
<b>Eligibility</b>		First of the month following or coinciding with two months from the date of hire	
<b>Provider Network</b>		<b>Tier 1 Prime Healthcare Network</b>	<b>Tier 2 BCBS BlueCard Network</b>
<b>Annual Deductible</b>			
Individual		\$0	\$1,000
Family		\$0	\$2,000
<b>Annual Out-of-Pocket Maximum</b>			
Individual		\$500	\$2,500
Family		\$1,000	\$5,000
<b>RX Annual Out-of-Pocket Maximum</b>			
Individual		Combined with Medical Tier 2 OOP Maximum	
Family			
<b>Hospital, Emergent Care</b>			
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	
<b>Sleep Study, DME Supplies</b>			
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

<b>Bariatric Procedure</b>			
Facility		Prime Facility \$500 copay plus 20% coinsurance	Not Covered
Physician Care at a Prime Facility		50% coinsurance	
<b>Acute Dialysis</b>			
		No Charge	20% coinsurance, <u>No</u> Deductible
Limitations		Acute: 39 lifetime visits	
<b>Home Health Care</b>			
		20% coinsurance	Deductible plus 20% coinsurance
Limitations		Limited to 100 visits per calendar year	
<b>Office Visits, Other Out-Patient Care</b>			
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
<b>Prescription Drugs</b>		<b>EXPRESS SCRIPTS</b>	
Formulary Generic		\$10 copay	
Formulary Brand		\$30 copay	

Specialty Generic (Accredit)		\$100 copay	
Specialty Brand (Accredo)		\$200 copay	
Days of Supply		up to 30 day supply	
<b>Maintenance Drugs</b>		<b>EXPRESS SCRIPTS</b>	
Formulary Generic		\$20 copay	
Formulary Brand		\$60 copay	
Days of Supply		up to 30 day supply	
<b>Mail Order</b>		<b>EXPRESS SCRIPTS</b>	
Formulary Generic		\$20 copay	
Formulary Brand		\$60 copay	
Days of Supply		up to 90 day supply	
<b>Maintenance Drugs</b> for the following conditions:		<b>EXPRESS SCRIPTS</b>	
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	

