

**AGREEMENT BETWEEN**

**EAGLEVILLE HOSPITAL**

**AND**

**EAGLEVILLE HOSPITAL NURSES AND**  
**TECHS UNITED / PENNSYLVANIA**  
**ASSOCIATION OF STAFF NURSES AND**  
**ALLIED PROFESSIONALS**  
**(ENTU/PASNAP)**

**(NURSES' CONTRACT)**

*October 1, 2024 through September 30, 2027*

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This AGREEMENT made and entered into this 16th day of September, 2024, with an effective date of October 1, 2024, by and between EAGLEVILLE HOSPITAL located at 100 Eagleville Rd, Eagleville, PA (hereinafter referred to as the “Hospital” or “Eagleville” or “Employer”), and the PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS (“PASNAP”), (hereinafter referred to as the “Union”), acting herein on behalf of certain employees of the said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the “employees.”

## **WITNESSETH:**

**WHEREAS**, the Employer recognizes the Union as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and

**WHEREAS**, the Employer has as its vision to be the leader in providing and managing quality services in the treatment of behavioral health disorders to meet our region’s needs in a compassionate, collaborative and cost-effective manner; and

**WHEREAS**, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests, respect, and dignity of the parties, employees, patients and residents and to avoid interruptions and interference with services to patients and residents and to set forth herein their agreement covering satisfactory rates of pay, hours of work and conditions of employment; and

**WHEREAS**, the Union and the Employer recognize the importance of attaining and maintaining maximum quality patient and resident care and full efficiency, they pledge to work cooperatively to attain these goals.

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

## **ARTICLE 1 RECOGNITION**

**Section 1.** The Hospital hereby recognizes the Union as the exclusive collective bargaining representative of the employees of the

Hospital as defined in Section 2 below, pursuant to the certification by the National Labor Relations Board, Case No. 04-RC-156935.

**Section 2.** The bargaining unit shall include all full-time, regular part-time and per diem Registered Nurses (RNs) and Licensed Practical Nurses (LPNs) and excluding supervisors, head nurses, relief supervisors, department heads, counselors and all other employees.

**Section 3.** The term “employee” as used in this Agreement shall mean only those employees in the specific job classification identified as “included” in Section 2 above, for whom the Union is the recognized collective bargaining representative.

**Section 4.** 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.

## **ARTICLE 2 DUES DEDUCTION**

**Section 1.** Eagleville agrees to deduct the annual dues and/or fair share, if any, from the wages of each employee who has signed a written payroll authorization form. These deductions shall be made each payroll period.

**Section 2.** Once per month Eagleville shall remit to PASNAP these deductions and/or fair share fees from the wages of employees for the preceding pay period, along with a list of all employees including their employee ID number for whom deductions have been made. The list shall be provided in a spreadsheet with the ability to sort electronically.

**Section 3.** Eagleville shall not be obligated to make deductions of any kind from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

**Section 4.** The Union shall indemnify and hold Eagleville harmless from any claims, suits, judgments, expenses, attachments and from any other form of liability as a result of making a deduction in

accordance with the provisions of this Article or any other provisions relating to the requirements of membership in the Union.

**Section 5.** Eagleville shall be relieved from making any dues deductions from any employee upon his/her a) termination of employment, b) transfer to a position outside the bargaining unit, c) layoff or d) excused leave of absence.

**Section 6.** Eagleville shall furnish the Union each month the names of newly hired employees, including addresses, contact information unit/department, the Full Time Equivalent (hereinafter called "FTE") status, date of hire, shift, employee ID number, and names of all employees who were terminated, resigned or went on a leave of absence that month.

**Section 7.** All employees who are members of the Union on the date this Agreement becomes effective or who, during the term of this Agreement, become members of the Union, shall, as a condition of employment, remain members in good standing of the Union during the term of this Agreement, except that an employee who has joined the Union may resign his/her membership therein during the period of fifteen (15) days prior to the expiration of this Agreement. All employees who are not members of the Union on the date this Agreement becomes effective or who are hired during the term of this Agreement, shall, within thirty (30) days of the date of this Agreement becomes effective or upon completion of their Probationary Period, whichever is the later, become and remain members in good standing of the Union *during* the term of this Agreement or pay fair share fees.

**Section 8.** As used in this Agreement, the term "membership in good standing in the Union" shall require only that the employee tender to the Union the periodic dues uniformly required as a condition of acquiring or retaining membership.

**Section 9.** An employee who has failed to maintain membership in good standing or pay the equivalent of periodic Union dues and fees as required by this Agreement shall, within twenty (20) calendar days following receipt by the Employer of a written demand from the Union requesting his/her terminated, be terminated if, during such period, the required dues and fees have not been tendered.

**Section 10.** Eagleville agrees to enable voluntary

contributions to the PASNAP political action fund through payroll check-off deduction. Upon receiving the voluntary check-off authorization, Eagleville shall deduct such funds each payroll period and forward such funds to the PASNAP-PAC once per month along with a list of contributors. PASNAP agrees to indemnify and hold Eagleville harmless against any and all claims, demands, judgments, suits, expenses, attachments, and from any other form of liability as a result of making a deduction, that may arise out of or by reason of action taken or not taken by Eagleville for the purpose of complying with this provision.

### **ARTICLE 3 NON-DISCRIMINATION**

**Section 1.** Eagleville or the Union will not discriminate against any Employee because of membership in the Union or lawful activities on behalf of the Union, or because of race, color, religion, creed, national origin, ancestry, gender, sexual orientation, age, physical or mental disabilities, marital status, medical condition (as defined by applicable law), veteran status, or on the basis of any other characteristic protected by the Commonwealth of Pennsylvania, Federal or local laws.

### **ARTICLE 4 NO STRIKE/NO LOCKOUT**

**Section 1.** The Union and the Employer agree that it is absolutely essential that all work performed during the term of this Agreement be performed without delays, slow-downs or interruptions due to any labor disputes, whether or not arising under this Agreement. The Union agrees, therefore, that during the life of this Agreement, neither it nor its officers, agents, representatives, employees, members or individuals represented by the Union will, for any reasons whatsoever, directly or indirectly, call, sanction, participate or engage in any work stoppage, strike, sympathy strike, safety strike, boycott, jurisdictional dispute, picketing of any kind (including, but not limited to, “informational picketing”), walk-out, slow-down, sit-down, honor any picket line, refuse to perform assigned work, or partake in any other form of interference with the operations of the Employer or its affiliated business entities, or any other concerted activities which interrupt or tend to interrupt the performance of work during the term of this Agreement. The Union further agrees that this clause shall specifically prohibit any of the aforementioned conduct for alleged or actual unfair labor practices.

**Section 2.** For purposes of this Article, the term ‘sympathy Strike’ shall be defined as any strike, work stoppage, picketing of any kind (including but not limited to, “informational picketing”), slow-down, sit-in, sit-down, boycott, refusal to perform assigned work, refusal to cross any picket line, whether established at any of the Employer’s facilities or at any other facility or property, and whether established by the Union and/or any other union or unions, or any other form of interference with the operations of the Employer or its affiliated business entities, or any other concerted activities which interrupt or tend to interrupt the performance of work during the term of this Agreement, for any reason whatsoever.

**Section 3.** The Union also agrees that, in the event any of the Employer’s facilities or any other facilities or properties at which the Employer may do business are picketed, the employees covered by this Agreement hereby waive their rights to honor such a picket line and agree to cross and work behind such a picket line.

**Section 4.** The Union shall use its best efforts to prevent Employees from participating in any such prohibited activity. Should a strike not authorized by the Union or other prohibited activity occur, the Union shall within twenty-four (24) hours following a request by Employer:

- a) publicly disavow such action by the Employees;
- b) advise Employer in writing that such employee action has not been authorized, promoted, organized, supported or sanctioned by the Union; and
- c) notify Employees by all means available to the Union, instructing them that it disapproves of any such action, and that they are to return to work immediately and thereafter advise the Employer in writing that such notifications have been made.

**Section 5.** Any employee who encourages or participates in a strike, stoppage, sit down, slowdown, organized curtailment of work, picketing, etc. as set forth above in this Article, shall be subject to termination or other disciplinary action by the Employer.

**Section 6.** Employer shall not engage in any lockout during the life of this Agreement.

**Section 7.** Employer shall be entitled to seek relief in any appropriate state or federal court for an alleged violation of this Article.

## **ARTICLE 5**

### **UNION ACTIVITY, VISITATION AND BULLETIN BOARD**

**Section 1.** Staff Representatives of the Union, after providing at least twenty-four (24) hours' notice to (and approval from) Human Resources or his/her designee, shall have access to the non-clinical areas of the Hospital, to be designated by Eagleville, for the purpose of discussing grievances and other Union business. Such approval shall not be unreasonably denied. Such access shall not interfere with the delivery of patient care services or the operation of the hospital.

**Section 2.** The Union will identify to the Hospital, in writing, the Officers and Representatives of the Union who are authorized to represent the Union in bargaining matters and grievance handling, and inform the Hospital of any changes of the same.

**Section 3.** With the exception of investigatory interviews related to disciplines, meetings with bargaining unit members will be conducted in non-work areas.

**Section 4.** The Hospital will provide two (2) bulletin boards designated for the exclusive use of the Union for posting the purpose of posting Union notices. One bulletin board will be located in the D'Arclay building and one will be located in the new residential building. As to any notice, bulletin or other writing of any kind whatsoever posted by or on behalf of the Union on the bulletin boards designated for it:

- a) Any notice, bulletin or other writing posted by the Union must be signed, dated and clearly identified as to the source;
- b) No material shall be posted which is profane, obscene, offensive, political, inflammatory or defamatory toward the Hospital including any board member, officer, manager, supervisor, employee, patient, visitor, affiliate or agent of the Hospital.
- c) Prior to any posting, the Union shall provide copies of the posted materials to the Hospital's Director of Human Resources or



his/her designee.

- d) The Hospital may require the Union to remove any material which they believe is in violation of sections a/b/c above. If the Union fails to comply immediately with this request, the Hospital reserves the right to remove the material.

**Section 5.** Accept as provided in Articles 9 and 10 of this Agreement related to the Grievance and Arbitration Procedure, any time spent by an employee under this Article shall be uncompensated except by agreement of the Employer, unless the employee opts for payment of accrued and unused paid personal time. If a steward or officer is at work and called for an investigation meeting they shall not be required to clock out.

**Section 6.** The Hospital shall provide accommodations for two (2) Union officers to meet with newly-hired employees during new hire orientation over his/her lunch within two (2) weeks of the employee's date of hire to explain to the employee his/her contractual rights and the rights and benefits of Union membership. The Union will provide to the employee a copy of this Agreement together with a membership application.

**Section 7.** Upon request, the Union shall schedule meeting space at the facility in coordination with the Director of Human Resources. The Union shall provide at least one (1) weeks' notice. The space provided shall reasonably accommodate twenty-five (25) percent of the bargaining unit at any time, provided such space is available.

**Section 8.** A maximum of Two (2) employees per calendar year who are elected or appointed to a PASNAP Board, Commission, or Committee shall be granted a total of up to four (4) days with their own PTO time, to fulfill such obligations. These requests shall be given to the Nursing office with thirty (30) calendar days' notice, in accordance with Article 21 of this Agreement. Said time can be utilized either totally by one (1) individual or the total time can be shared between two (2) employees.

**Section 9.** The Union will provide Eagleville a list, in writing, of its officers and representatives at least twice per calendar year.

## **ARTICLE 6 MANAGEMENT RIGHTS**

**Section 1.** The Employer retains the exclusive right to manage the business, to direct, control and schedule operations and work force and to make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not heretofore exercised, except as expressly modified or restricted by a specific provision of this Agreement.

Accordingly, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively with and may be unilaterally implemented by the Employer (without prior negotiations with the Union), including, but not limited to, the right, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, terminate, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine employee qualifications and assign and direct their work and work locations; to promote, demote, transfer, lay off and recall to work; to set the standards of productivity, and/or the services to be rendered to residents, patients and clients; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to install or remove equipment; to transfer or relocate any or all of the operations or business to any location, or discontinue such operations, by sale or otherwise, in whole or in part, at any time; to establish, increase or decrease the number of work shifts, the duration of any shift, the number of employees on work shifts and their starting and ending times; to select supervisory employees; to train employees; to establish, maintain, revise or discontinue system functions, programs and standards of service; to establish, change, combine or abolish job classifications and/or shifts and determine qualifications; to determine reasonable work performance levels and standards of performance of the employees; to set the starting and quitting time and the number of hours and shifts to be worked; to determine and schedule when overtime shall be worked; to use independent contractors (including agency and temporary employees) to perform work or services; to subcontract, contract out, close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment and other property of the Employer; to introduce

new or improved research, technology, production, service, distribution, and maintenance methods, materials, machinery, vehicles and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Employer's operation; to create, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees.

**Section 2.** The Employer's failure to exercise any right, prerogative, or function reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

**Section 3.** The Employer shall have the right to assign any of the work required by new technology, equipment or processes to any division, department or location of the Employer including divisions, department or locations not covered by this Agreement. The Employer shall have the sole right to determine what constitutes new technology, equipment or processes.

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

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

**Section 6.** In any dispute over the Employer's exercise of rights retained by it under this Article, the Arbitrator's authority shall be limited to determining whether such exercise was arbitrary, capricious or discriminatory (i.e., a violation of Article 3, Non-Discrimination).

## **ARTICLE 7 EMPLOYMENT STATUS**

**Section 1.**     Full-Time Employees: A full-time employee is an employee that works a minimum of seventy-two (72) hours per pay period (.9 and above). Employees in this category, inclusive of 12-hour shift employees, are eligible for full-time benefits. The parties have agreed that for .9 employees, PTO would still be prorated.

**Section 2.**     Regular Part-Time Employees: A regular part-time employee is an employee that works a minimum of sixty (60) hours, but less than seventy-two (72) hours, per pay period and fills an authorized part-time budgeted position. Employees in this category are eligible for Eagleville benefits on a prorated basis.

**Section 3.**     Part-Time Employees: A part-time employee is an employee that works less than sixty (60) hours per pay period. Employees in this category are not eligible for Eagleville benefits.

**Section 4.**     Per Diem/PRN-Employees: A Per Diem/PRN employee is an employee who provides at least four (4) shifts of availability per month (including one (1) weekend). One (1) weekend includes two (2) shifts on a Saturday and/or Sunday. Per Diem/PRN employees must submit their required monthly shifts to the Nursing Office by the 10th of each month for the following month.

**Section 5.**     Leave of Absence: Employees on a personal, medical, or family leave of absence are considered inactive status. Employees in this status may continue their most recent insurance coverage by paying the appropriate contributions.

## **ARTICLE 8**

### **PROBATIONARY EMPLOYEES**

**Section 1.**     Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment. Said period may be extended to up to 120 (calendar days) by the Hospital at the sole discretion of the Nurse Manager, Nurse Educator, Chief Nursing Officer (“CNO”) or Human Resources. An employee’s coverage for benefits shall commence on the first day of the second month following the first day of employment, notwithstanding that the probationary period is still in effect.

**Section 2.**     Probationary employees may be terminated from employment by the Hospital at any time. Such termination shall not be

subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

**Section 1.**     Definition: A grievance is a written complaint filed by the Union (on behalf of an individual employee or group of employees) which involves the interpretation of, administration of, or compliance with a specific provision of this Agreement.

**Section 2.**     Procedure: Should any grievance arise as to the interpretation of or alleged violation of the Agreement, within ten (10) working days of the alleged event, the UNION shall process the grievance in accordance with the following procedure. The retention or release of an employee during the probationary period of his or her employment shall not be subject to the Grievance and Arbitration Procedure. For those employees who have completed their probationary period, employee coaching, verbal warnings, attendance write-ups (so long as the attendance policy was followed) and employee evaluations shall likewise not be subject to the Grievance and Arbitration Procedure. Written warnings may be grieved by submitting the initial grievance(s) to Eagleville's Chief Nursing Officer or his/her authorized representative (Step One (1)), but are not subject to arbitration. Final written warnings, suspension, termination and interpretation of, administration of, or compliance with a specific provision of this Agreement shall be subject to the Grievance and Arbitration Procedure.

**Section 3.**     Computing Time Limitations: Saturdays, Sundays and named holidays shall not be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

**Section 4.**     Since it is important that a grievance be processed as rapidly as possible in order to further labor/management relations, all time limits must be adhered to. If the Union fails to file a grievance within the time period or fails to appeal the grievance to the next step, the grievance shall be resolved and not subject to further appeal.

- a) Only one subject matter shall be covered in any one grievance; and the grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought,

the date of the incident or alleged violation that took place, and the specific section or sections of the Agreement that have been violated. The grievance shall be presented on a form that is agreeable to both parties. (See Appendix C). The grievance form shall be furnished to the Employee by the Union; and the form must be signed and dated by the grievant(s) and by the grievant(s)" representative. Individual grievances on behalf of two (2) or more employees or that are related to the same employee or the same incident, issue, or course of conduct may be consolidated for purposes of the grievance procedure by mutual written consent of the Union and Eagleville.

- b) The time limitations set forth in this Article are the essence of this Agreement. No grievance shall be accepted by Eagleville unless it is submitted or appealed within the time limits set forth in this Article. If the grievance is not timely submitted at Step 1, it shall be deemed waived. If the grievance is not timely appealed to Step 2, it shall be deemed to have been settled in accordance with Eagleville's Step 1 answer. If Eagleville fails to answer within the time limits set forth in this Article of this Agreement, this shall be deemed to be a denial of the grievance and the Union may appeal the grievance to the next step. All time limits and steps may be waived by written mutual consent of the parties. Written extensions must be accomplished in advance of the expiration of the time limits being waived. The Employer will make its best efforts to complete the disciplinary investigation within 14 days, but in no event longer than 30 days.
- c) For grievances, appeals and responses, the date of issuance shall be the date that the document is emailed or hand-delivered to the attention of the Chief Nursing Officer or Director of Human Resources (depending on the step of the grievance procedure), or his/her designee. For hand deliveries, the person delivering the document and the person accepting delivery of the documents shall mutually acknowledge the delivery/receipt by signing and dating the document; and a copy of the document and each of them retaining one of the signed and dated copies.

**Section 5.** Written responses to Steps One (1), and Two (2) shall be made to the grievant, Union Steward, Local Officer and PASNAP Staff Representative.

**Section 6.** A grievance that affects a substantial number or class of employees, shall initially be presented in writing within ten (10) working days of the event at Step two (2) by a Local Union officer and/or a Staff Representative of PASNAP.

**Section 7.** Steps:

**Informal Process.** Prior to filing a formal grievance the Employee and the Union shall make an effort to resolve the problem through an informal conference with the Nurse Manager (or his/her designee), so long as said manager or designee has satisfactorily completed appropriate training.

**Step One (1).** The Union shall present the written grievance to the Chief Nursing Officer or his/her authorized representative no later than ten (10) working days after the event giving rise to the grievance or ten (10) working days after the employee or Union should reasonably have learned of the event giving rise to the grievance, whichever is later.

Within ten (10) working days after receipt of the written grievance, the Chief Nursing Officer or Employer designee shall meet and confer with the grievant, Union Steward, Local Officer and/or PASNAP Staff Representative in an effort to resolve the grievance. The Chief Nursing Officer or Employer designee shall indicate the disposition of the grievance in writing within ten (10) working days after such meeting and shall furnish a copy thereof to the grievant, Union Steward, Local Officer and/or PASNAP Staff Representative. If no satisfactory settlement is reached, the UNION may appeal to the Director of Human Resources or his/her designee.

**Step Two (2).** The Union will submit the written appeal to Eagleville's Director of Human Resources or his/her authorized representative within ten (10) working days after response from Step One (1) was received or was due from the Chief Nursing Officer. The Director of Human Resources or designee(s) shall schedule a meeting with the grievant, Union Steward, Local Officer and/or PASNAP Staff Representative within ten (10) working days in order to reach a satisfactory settlement and shall provide a written decision within ten (10) working days.

**Section 8.** Subject to staffing and patient care needs, the Union Steward(s) and/or Local Officer shall be given a reasonable opportunity to investigate and process grievances. Permission must be obtained from the appropriate supervisory personnel before conducting grievance hearings during regularly scheduled working hours. Both the grievant(s) and/or witness(es) shall be allowed to attend a grievance meeting without loss of pay if scheduled during working hours.

- (a) Whenever a Union Representative finds it necessary, during their work time, to investigate a grievance, the employee must receive authorization from his or her immediate supervisor before doing so. The Union Representative must notify the supervisor/manager of that work area and receive his/her approval. Such approval shall not be unreasonably denied.

**Section 9.** Suspension/Termination: Suspension or Termination may be filed at step 1 or 2. The Union may file an appeal on behalf of an employee who has been suspended or terminated at Step Two (2) with Eagleville's Director of Human Resources or his/her authorized representative within ten (10) working days from the receipt of notice to the Union of the suspension or Termination. The grievance shall then be processed in accordance with Step Two (2) of the grievance procedure.

## **ARTICLE 10 ARBITRATION**

**Section 1.** A grievance or disciplinary appeal, which has not been resolved at Step Two (2) of the grievance procedure may within thirty (30) working days after completion of Step Two (2) of the Grievance Procedure, be appealed to arbitration by the Union to an arbitrator. The Parties mutually agree to four pre-selected Arbitrators who will be selected on a rotating basis.

The mutually agreed to Arbitrators are (1) Jay Nadelbach; (2) Jared Kasher; (3) Timothy Brown; and (4) Martin Scheinman. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association. The failure to appeal a grievance to arbitration in accordance with this Article within thirty (30) working days after receipt of the written answer of the Employer at Step 2 of the grievance procedure set forth in Article 9 of



this Agreement shall constitute a waiver of the Union's right to appeal to Arbitration, and the written answer of the Employer at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the Employer, and the Union.

**Section 2.** The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and Eagleville. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. In instances where Eagleville has made a decision which involved a judgment which included the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgment for that of Eagleville, nor shall the arbitrator review such Employer decision except for the purpose of determining whether the decision has violated this Agreement. However, it shall be permissible for an arbitrator to modify the extent of employee discipline if such modification comports with the requirements of the "just cause" provision of this agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of Eagleville and the Union, except to the extent permitted under Section 6 above. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer.

**Section 3.** The fees charged by the American Arbitration Association and the expenses of the arbitrator shall be borne equally by both parties.

**Section 4.** The Arbitrator's decision shall be rendered within thirty (30) working days after the hearing, unless extended by mutual agreement. The award of an arbitrator hereunder shall be final, conclusive and binding upon Eagleville, the Union and the employee(s).

**Section 5.** Any arbitration settlement between the parties shall be reduced to writing.

## **ARTICLE 11 DISCIPLINE AND TERMINATION**

**Section 1.** The Employer shall have the right to maintain

discipline and efficiency and may terminate, suspend or discipline any employee for just cause. An employee's refusal to submit to substance testing as set forth in Section 10, below, constitutes just cause and will result in immediate termination.

**Section 2.** Discipline shall be in accordance with the principles of progressive discipline, which are intended to correct Employee misconduct. Accordingly, an Employee will ordinarily receive a written warning, and final written warning before termination.

The levels of progressive discipline shall generally be as follows:

- (a) Verbal Warning
- (b) Written Warning
- (c) Final Written Warning
- (d) Suspension and/or Termination

**Section 3.** The Employer may move to any level of discipline, should the severity and nature of the conduct warrant such action, provided just cause is complied with. In cases where an Employee is found to have engaged in 'serious misconduct' while employed by the Hospital, the Employer may skip the steps in the progressive discipline process and immediately dismiss such Employee. (See Side Letter attached hereto as Appendix D).

**Section 4.** An Employee evaluation and/or coaching is not considered formal discipline, and are not part of progressive discipline, however, they shall be placed in the employee's personnel file.

**Section 5.** Documentation of the discipline of any Employee shall be retained in the Employee's personnel file. A written warning which has not been succeeded by another or further discipline for a period of twelve (12) months shall not be considered for purposes of progressive discipline if another similar infraction hasn't occurred in that same time period. A final written warning or probation which has not been succeeded by another discipline during the eighteen (18) month period of continuous employment following said discipline, shall not be considered for progressive disciplinary purposes. A suspension, which has not been succeeded by another discipline during the eighteen (18) month period of continuous employment following said suspension, shall not be considered for progressive disciplinary purposes.

**Section 6.** When an employee reasonably believes an

interview with management may result in a determination of discipline, the employee may ask for a Union representative in accordance with applicable law. Under such circumstances, the Employer will grant the employee's request. However, participation by the Union representative will not be permitted to interfere with the Employer's investigation. Time spent by Union representatives in such disciplinary interviews shall be uncompensated unless such interviews must be conducted on the representative's shift.

**Section 7.** The Employer will notify the Staff Representative, Grievance Chair, and President in writing of any termination or suspension by emailing notice of such termination or suspension within two (2) business days from the time of termination or suspension. The notice shall be considered given on the date emailed.

**Section 8.** If the termination of an employee results from conduct relating to a patient or a visitor and the patient or visitor does not appear at the arbitration, the arbitrator shall not consider the failure of the patient or visitor to appear as prejudicial.

**Section 9.** The term "patient" for the purpose of this Agreement shall include those seeking health care services as well as those already admitted. A "visitor" shall include any non- employee accompanying a patient, visiting a patient or engaged in business with the Hospital.

**Section 10.** Both the Union and the Employer agree that a drug-free workplace should be maintained. In furtherance of this, it is agreed that the Employer retains the right to require employees to undergo substance testing in accordance with its policies and procedures under the following circumstances:

- (a) pre-employment;
- (b) on the basis of reasonable cause;
- (c) random follow-up testing pursuant to the provision of a return to work contract; and
- (d) random.

**Section 11.** Just Culture. The parties agree that it is in the best interests of the union and management to maintain operational efficiencies and appropriate patient outcomes. 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 a

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. To that end, the parties agree to:

- (a) Eagleville and the Union will work collaboratively to support ongoing engagement and training in the Just Culture Community Model (Outcome Engenuity).
- (b) Both parties agree that coaching sessions are valued ways to address and learn from at risk behavior. Such coachings are non-disciplinary in nature but may be documented in case employees do not learn from such coachings.
- (c) The parties agree to exempt violations of the attendance policy and dress and appearance policy from the Just Culture Process.

**Section 12. Serious Misconduct.** Depending on the particular facts of each case, examples of such serious misconduct may include, but are not limited to:

- (a) Dishonesty, theft, embezzlement or medication diversion;
- (b) Loss, suspension or revocation of required licensure;
- (c) Possessing, using, selling, transferring, consuming, or being under the influence of illegal drugs or alcohol while on the job;
- (d) Endangering the well-being or safety of patients, employees or visitors;
- (e) Possession of a firearm or other lethal weapon on Employer's premises;
- (f) Sleeping during work hours;
- (g) Fighting;
- (h) Insubordination, which is defined as direct refusal to perform job-related tasks when appropriately, directed;
- (i) Providing false information or intentionally omitting required information or relevant facts on an employment application, in an interview, educational records, employment documents, falsifying information or any intentional faulty alteration of official documents; or
- (j) Job Abandonment, which includes absenting oneself two or more consecutive days
- (k) as a "No Call No Show."
- (l) Measured on hire date or employment anniversary for existing employees, any member who has perfect attendance for a 12 month period (includes attendance and lateness) will receive a

\$400 attendance recognition bonus.

- 1) One point credit for 3 months with no absences or lateness.
- 2) Clarification that a “point” is the equivalent of an "occurrence" per the Hospital's Attendance and Punctuality policy #5000.105.

## **ARTICLE 12 SENIORITY**

**Section 1.** Hospital seniority for all regular full-time, part-time, and qualifying per diem employees shall be defined as the length of time an employee has been continuously employed at the Hospital as measured from the employee’s most recent date of employment. Bargaining Unit seniority for such employees shall be defined as the length of time an employee has been continuously employed within a specific bargaining unit classification as measured from the employee’s most recent date of continuous employment.

PRN RNs qualify as follows:

- a) Less than 520 hours in a year no accrual
- b) 520-1039 hours in a year 1/4 of seniority accrues
- c) 1040-1559 hours in a year 1/2 of seniority accrues
- d) More than 1560 in a year a full year of seniority accrues

**Section 2.** Seniority shall accrue during a continuous authorized leave of absence.

**Section 3.** Seniority shall be lost when an employee:

- a) Quits, resigns or retires. An employee who resigns or retires and who is rehired by the Hospital within one year shall, upon return to employment, regain all seniority the employee had earned up to the date the employee resigned or retired. No seniority shall accrue during the period of resignation or retirement;
- b) Is terminated for just cause;
- c) Is laid off, for a period of twelve (12) consecutive months or a period exceeding the length of employee’s continuous service, whichever is less;

- d) Fails to return from an authorized leave of absence within (3) days of its expiration, unless he/she notifies the Hospital, in writing, prior to such expiration whenever reasonably possible, of his/her inability to return to work. The reason given must be deemed to be satisfactory by the employer but will not be unreasonably denied. The Employer reserves the right to request appropriate supporting documentation.
- e) Fails to report for work following recall from layoff or a decision of an arbitrator reinstating an employee who was terminated within five (5) days after being notified by certified mail at the last address in the Hospital's records.
- f) Is promoted to a position outside the bargaining unit; provided however, that if the Hospital permits such an individual in its sole discretion to return to a position within the bargaining unit, the individual's seniority date shall be measured from his/her most recent continuous employment, adjusted for the period of time the individual was outside the bargaining unit.
- g) Is absent for two (2) consecutive work days without notifying the Hospital unless the employee can provide a reason for the inability to provide notice which is satisfactory to the Hospital.

**Section 4.** Application of seniority shall be utilized for benefit eligibility, including vacation entitlement and for layoff and recall. Bargaining unit seniority shall apply in job bidding, vacation selection and cancellation.

## **ARTICLE 13 LAYOFF/RECALL**

**Section 1.** In the event it is necessary for the Hospital to reduce the number of hours and/or the number of employees due to lack of work, long-term contract service employees (e.g., Agency Techs who have long-term assignments) will be removed from the schedule, temporary employees and probationary employees shall be laid off first and any additional layoff shall be in inverse order of hospital seniority. Nothing in this Section is intended to prevent the Hospital from utilizing agency staff on an as-needed basis to satisfy scheduling and/or staffing needs.

**Section 2.** Where the Hospital is permanently reducing its workforce due to a layoff, it shall make best efforts to notify the Union and the affected employee(s) at least three (3) weeks prior to the layoff date. Upon request of the Union, the Hospital and the Union shall meet to discuss alternatives to such layoffs and/or the process for the implementation of the layoff.

**Section 3.** Voluntary layoffs shall be offered prior to mandatory layoffs. For the purpose of unemployment employees who accept a voluntary layoff shall not be classified as resigned or terminated.

**Section 4.** Recall. Whenever a vacancy occurs up to twelve (12) months post lay off ("Recall Period"), prior to posting such vacancy, employees who are on layoff shall be recalled in accordance with their seniority in the reverse order in which they were laid off. Notice of recall shall be by telephone and certified mail to the last address of record of the employee. An employee who fails to respond within seven (7) calendar days shall be deemed to have resigned. Employees may decline recall to a position other than the hours and shift from which they were laid off one time and retain recall rights during the twelve (12) month Recall Period. During the twelve (12) month Recall Period, an employee who refuses a recall to the same hours and shift from which she/he was laid off or declines a second recall to another open position in the Hospital, shall be deemed to have resigned.

## **ARTICLE 14 POSTING AND JOB BIDDING**

**Section 1.** Eagleville shall post all openings for bargaining unit positions electronically online and in ADP. Postings shall include job title, shift, location and/or float, hours and FTE status.

- a) Unit vacancies shall be posted as in Section 1.

**Section 2.** The posting shall remain for a minimum of seven (7) days prior to the filling of such positions. All applicants shall be contacted about their status regarding the opening within a reasonable amount of time.

**Section 3.** Vacancies shall be awarded to applicants that meet the qualifications as described in the job description for the posted

position. Where two (2) or more applicants have substantially equal qualifications, as determined solely by Eagleville, the vacancy shall be awarded to the most senior applicant, based upon bargaining unit seniority.

- a) Unit vacancies shall be filled in accordance with the bid process

**Section 4.** Vacant or new bargaining unit positions will not be filled by non- bargaining unit candidates until such time as the job has been posted and there are no successful candidates who meet the posting requirements.

**Section 5.** An employee who has successfully bid on a posted vacancy may not bid on another vacancy during the twelve (12) months following the date of transfer, except by mutual agreement between the Chief Nursing Officer or Nursing Supervisor and the employee.

**Section 6.** A successful bidder shall be awarded the position within thirty (30) calendar days after being notified of his/her acceptance based on the needs of the hospital.

**Section 7.** An employee may make a written request to reduce his/her scheduled hours by mutual agreement of the Chief Nursing Officer or Nurse Manager. The employee's hours will not be changed until the vacated hours can be permanently filled. An employee who wishes to increase hours must bid on open positions pursuant to Section 3 above.

**Section 8.** Employees who are currently involved in the disciplinary process at a written warning are eligible to bid on vacant positions at the discretion of management. Employees who have received a final written warning and/or Last Chance Agreements within the preceding nine months are ineligible to bid on a vacant position.

## **ARTICLE 15 HOURS OF WORK**

**Section 1.** Work Week: The workweek of an employee shall consist of fourteen (14) days or seven (7) days, beginning on the Sunday and ending on a Saturday.



**Section 2.**     Regular Work Week: The “regular work week” for full-time employees shall consist of either eighty (80) hours in fourteen (14) days excluding a one-half (1/2) hour unpaid lunch period or forty (40) hours in seven (7) days excluding a one half (1/2) hour lunch period on each day.

**Section 3.**     Regular Work Day: A full-time employee’s “work day” will normally consist of eight and one-half (8-1/2) consecutive hours or twelve and one-half (12-1/2) consecutive hours, including a half (1/2) hour non-paid lunch period.

**Section 4.**     Overtime: Any callouts in a regularly scheduled pay period by Full-time, Part-time, Weekend, PRN staff will result in a forfeiture of any overtime pay for shifts in which there is in excess of eight (8) hours worked, unless they actually work forty (40) hours in that week. An Employee, who works overtime, however, thereafter calls out is only eligible for overtime pay after forty hours actually worked during that week. For example: (Part-time RN works three scheduled shifts in a pay-period (24 hours); This Part-time RN works Monday and Tuesday and then picks up a double shift on Wednesday, however calls out on Friday. Employee will not be eligible for overtime pay and instead will receive straight time for the extra 8 hours on Wednesday). This same concept also applies to Full-time employees.

- a) All employees working a twelve (12) -hour shift are exempt from overtime after eight (8) hours in a day and instead will receive overtime after twelve (12)-hours worked in a day. However, the same concept applies to twelve (12)-hour shift employees and overtime as the above. For example, if an RN is scheduled to work three (3) twelve-hour shifts in a pay period and picks up 2 extra hours after one of her shifts, but calls off on one of her regularly scheduled shifts, she will not get 1.5 times pay for the extra two hours.
- b) All non –working hours are not included in the calculation of overtime (including, but not limited to FMLA leave, holidays, sick call-out, emergency personal day, PTO leave, non-working Holiday, etc.)

**Section 5.**     Employees shall report dressed and ready for work at their assigned shift location. Employees shall start their work assignment and end their work assignment from their designated shift

location at the time designated by Eagleville's Management.

**Section 6.** Full-time and part-time employees are to work at least every other weekend unless they are in the Weekend Program.

(a) The parties agree to work collaboratively toward 12-hour shift employees working every third weekend, understanding that this will be based on recruitment and staffing.

**Section 7.** Change of Starting Time: In the event that Eagleville wishes to change the starting time of one (1) or more employees in a unit, the employee(s) shall be notified of such change six (6) weeks immediately prior to the change. If there are no volunteers, employees will be chosen in inverse order of seniority.

**Section 8.**

- a) Nothing in this Agreement shall be construed as a guarantee of work by Eagleville.
- b) Employees scheduled to work a full shift and who report to work shall be given the opportunity to work a full shift, or in lieu thereof, be paid at least four (4) hours.

**Section 9.** Eight (8) hour shifts are as follows:

7:00 a.m. - 3:30 p.m. (day)

3:00 p.m. - 11:30 p.m. (evening)

11:00 p.m. - 7:30 a.m. (night)

Twelve (12) hour shifts are as follows:

7:00 am – 7:30 pm

7:00 pm – 7:30 am

An employee may be required to work an alternative shift, which varies from the above. Alternative shift assignments shall occur on a rotating basis beginning with the least senior employee.

**Section 10.** An eight (8) hour shift employee may take two (2) fifteen (15) minute breaks during his/her shift at his/her professional discretion based on staffing needs.

A twelve (12) hour shift employee may take three (3) fifteen (15) minute breaks during his/her shift at his/her professional discretion based

on staffing needs.

**Section 11.** Work schedules showing the employee's shifts, work days and hours shall be posted at least four (4) weeks in advance viewable on the online scheduling system. Scheduler and nursing supervisor reserve the right to change unit assignments, up to and including start of shift and during shift as determined by business needs. A posted work schedule shall not be changed except by mutual agreement.

- a) Eagleville has moved to a two (2) Service Line Model – Acute Hospital and Residential Rehab. Acute Hospital Service Line includes acute psych units (D'Arclay 1 West and Patient Care 1) and hospital and non-hospital detoxification units (D'Arclay 2 East and West). Residential Rehab includes co-occurring rehab and non-hospital rehab which include the Birch, Cedar, and Oak Residential and the CTW Nursing Clinic. The Hospital will provide formal notification to the Union if any existing buildings have a change in function or naming convention.
- b) Employees will be employed in one of the two Service Lines and cannot be pulled to the other Service Line. Employees will be cross-trained to work all units within their Service Line.
- c) Pulling within Employees' Service Line will be done on an equitable basis.

**Section 12.** Employees will not be scheduled on more than two (2) different shifts on one (1) schedule unless requested by employee or mutually agreed upon by Eagleville and Employee.

**Section 13.** Eagleville shall not violate the law on mandatory overtime. If patient care requires an employee to stay past their scheduled shift, Eagleville shall ask volunteers to stay. If employees work sixteen (16) hours they shall not be required to return without eight (8) hours in between. No employee may work more than sixteen consecutive hours.

**Section 14.** Eagleville will make every attempt to schedule its employees to work no more than every other weekend on a rotational basis except for Weekend Program Employees.

## **Section 15.**

- a) In the event that the patient census is low, Eagleville may require an employee to take a day, days or partial days off after temporary reassignments have been made, and there are no pool techs working within the unit. An employee may utilize unscheduled vacation PTO for the day(s) off.
- b) Eagleville will first offer the day(s) off to volunteers on the unit. Eagleville seniority will determine who is selected if there is a conflict between two (2) or more employees. If there are no volunteers, the day(s) off will be assigned to the least senior employee(s) on a rotational basis.
- c) Cancellation and Reassignment will be done in the following order on a rotating basis within each category:
  - Volunteers
  - Agency
  - OT
  - Per Diem
  - Extra shifts that do not result in OT
  - Regular Part Time
  - Regular Full Time
  - Weekend Program - 3 call-outs in a year lead to removal from weekend program

**Section 16.** All nursing staff will submit four (4) weeks of advanced availability, identifying both date and shift availability, through the online scheduling system. Per Diem staff, will be scheduled as needed, at the discretion of the Scheduler, nursing office and/or Nursing Supervisor and where necessary, the CNO. Per Diem staff need to be available for the number of shifts required by their Per Diem/PRN status. Per Diem staff are required to work one (1) summer holiday and one (1) winter holiday or more depending on their Per Diem plan. Per Diem shifts are not guaranteed nor are overtime shifts. Shifts will not be given if they are not open regardless of your availability. Per Diem/PRN staff are required to submit their required shifts to the Scheduler and nursing office by the 10th of each month for the following month. Failure of Per Diem staff to provide available shifts as set forth in this Section may result in discipline, up to and including summary termination as this may be construed as serious misconduct.

- a) Any per diem staff in Tier 1 and Tier 2 that fail to work after 30 consecutive days will be automatically terminated, unless they are on an approved leave of absence.
- b) Per diem staff are required to work in either the acute or residential services line as required by the Hospital and may be reassigned to either service line as needed. The Hospital has the responsibility to ensure staff have all appropriate training and competencies as part of this expectation.
- c) Per diem staff are required to work one “minor” holiday per year defined as: Mother’s Day, Father’s Day, Juneteenth, Easter, Martin Luther King Jr, Valentines, Halloween.

**Section 17.** When the schedule is complete and posted, the Nursing Office will publish a “Needs List” through the online scheduling system and all Nursing Department staff will received notice from the online scheduling system allowing them to view the published list. If available for a shift, staff will send a request through the online scheduling system to sign up for shifts.

- a) Part time staff will be given the first opportunity for open shifts identified on published “needs list”. Care will be taken to ensure that the first responder is not given all open shifts and that shifts are distributed on an equitable basis following a rotation.
- b) Per diem staff will be given an opportunity for an open shift identified on published “needs list”.
- c) Full time staff will be given an opportunity for open shifts identified on published “needs list”. Care will be used to give opportunity to staff that will minimize overtime costs.

**Section 18.** Per diem staff receive a premium rate, therefore, any overtime shifts will be assigned as follows:

- Budgeted Part-time
- Per Diem
- Budgeted Full-time
- Agency

After 48 hours, the Hospital reserves the right to engage Agency

personnel as it must ensure adequate and timely coverage of all units.

**Section 19.** For all “Callouts,” the Nursing Office will send a schedule request through the online scheduling system to all nursing staff. Available shifts shall be assigned pursuant to Section 18 of this Article. Staff are required to provide three (3) hour notice when calling out in order to provide the Hospital time to identify a replacement.

**Section 20.** All Nursing Department employees will receive notifications from the online scheduling system regarding their schedules.

**Section 21.** Per diem nursing staff are required to provide 72-hour advanced notice if canceling an available shift. If per diem staff cancels an assigned shift where they are on the schedule, such cancellation constitutes a callout pursuant to Eagleville’s Attendance Policy.

**Section 22.** Employees may switch their normal shifts (subject to supervisory/managerial approval) to accommodate education and life events. Such requests to switch must be made fourteen (14) calendar days in advance of the earliest day switched. Employees must use the Switch Form in Appendix B to make requests under this Section. The switch cannot result in subsequent overtime nor can agency staff be utilized for a shift.

## **ARTICLE 16**

### **FMLA**

**Section 1.** Family and Medical Leave Act: Eagleville will comply with all provisions of the Family and Medical Leave Act (FMLA) as applicable. Such leave may be partially or fully paid or unpaid depending on whether the employee has unused paid leave days, and whether the employee’s leave is covered by a short-term disability policy.

**Section 2.** Supplemental Medical Leave of Absence: Leaves under Section 1, related to the employee’s own serious illness or injury, may be extended for an additional continuous twelve (12) weeks immediately following exhaustion of FMLA leave under Section 1 (i.e., no break/separation between the leaves), based upon written request and appropriate continuing medical certification (‘supplemental Medical

Leave of Absence”). There will be no intermittent leave allowed under this Section.

- a) Employees on a leave of absence (other than the first twelve (12) weeks of FMLA leave, as provided in Section 1) may continue in the group medical and dental plans by paying the full premium during the leave. The Employer shall resume premium payments consistent with the plan effective upon an employee’s first day of return to work.
- b) If an employee is replaced during the Supplemental Medical Leave of Absence, he/she shall be reinstated upon application to the first available position for which he/she is qualified which is not a promotion. If no position is available the employee may take a PRN position or may wait until the next comparable position is posted by the Employer.

**Section 3.** Any employee who returns from FMLA within twelve (12) weeks from the employee’s last day of work shall be reinstated to his/her former position or a substantially equivalent position.

**Section 4.** An unpaid Personal Leave of Absence may be granted for a non-probationary employee who is not FMLA eligible for addiction purposes only (for self), for a period of up to four (4) weeks.

**Section 5.** Misrepresentation of the reason for a leave shall be cause for termination.

**Section 6.** PTO, extended sick and holidays are not earned during a leave of absence. When taking FMLA and/or Supplemental Medical Leave, employees must use all earned PTO prior to using unpaid time.

**Section 7.** Seniority shall continue to accumulate during all authorized unpaid leaves of absence, but wages and benefits other than indicated in this Agreement will not be paid or accumulated except as provided by law.

**Section 8.** An unpaid Leave of Absence for a period not to exceed thirty days (30) shall be granted; to up to two (2) people at one time, in order to accept a full-time or part-time position with the Union.

## **ARTICLE 17 MILITARY LEAVE**

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

## **ARTICLE 18 BEREAVEMENT**

**Section 1.** Non-probationary employees shall be eligible for up to three (3) days of paid leave from the day of death until fifteen (15) days thereafter of an immediate family member. For purposes of this Article, the term “immediate family member” shall be defined as an employee’s current spouse, domestic live-in partner, child, stepchild, parent, stepparent, brother, sister, grandparent, step grandparent, grandchild, step grandchild, current mother-in-law, current father-in-law, current son-in-law, or current daughter-in-law.

**Section 2.** One (1) day paid bereavement leave from the day of death until fifteen (15) days thereafter for extended family member. For purposes of this Article, the term “extended family member” shall include the employee’s aunt, uncle, current brother-in-law or current sister-in-law.

**Section 3.** Bereavement pay will be made only when loss of pay is involved. An employee will not be entitled to bereavement pay while on a regular day off, leave of absence, workers’ compensation or long-term disability. When the death of an employee’s immediate family member occurs when an employee is on paid sick leave, holiday, personal day or vacation, the benefit day shall be converted to a bereavement day.

**Section 4.** The employee will not receive bereavement pay for the death of former relatives by marriage, excluding stepchildren.

**Section 5.** The paid bereavement day(s) must occur on a regularly schedule workday from the day of death until fifteen (15) days thereafter.

## **ARTICLE 19 JURY DUTY**



**Section 1.** All employees who are called to serve as jurors will be granted a leave of absence for such service. The receipt of the notice to report for jury duty must be reported immediately to the Director of Human Resources, the employee's direct supervisor or the nursing office.

**Section 2.** The Employer may request that the employee be excused or exempted from jury duty if, in the sole discretion and opinion of the Employer, the employee's services are essential at the time of proposed jury service.

**Section 3.** The employee is required to work on the next regularly scheduled workday beginning the day after completion of jury duty. When an employee on jury duty is excused prior to the end of their scheduled shift, the employee shall call his/her immediate supervisor to determine whether the employee should report to work.

**Section 4.** In order to obtain pay for straight-time hours lost due to jury duty, the employee must submit a copy of the reimbursement voucher to their immediate supervisors at the conclusion of jury duty. The Employer will pay regular full-time employees the difference between the amount received from the court for jury duty and the employee's straight-time pay (including any applicable shift differentials) for each day of scheduled work lost up to a maximum of fourteen (14) calendar days. Part-time employees' maximum shall be pro-rated.

**Section 5.** Employees shall be paid his/her full regular straight time pay (including applicable shift differentials) for the time of his/her actual court appearance if the employee is required by subpoena to appear in a Court to represent or testify for the Employer or on behalf of the District Attorney or other government agency because of work or service he/she has performed as part of his/her regular duties for the Hospital.

**Section 6.** An employee who attends and provides testimony at an arbitration hearing pursuant to a duly issued arbitral subpoena will not be required to use benefit time for his/her absence from work on the day of that hearing so long as (1) the employee presents the subpoena to his/her supervisor and/or the Director of Human Resources at least fourteen (14) calendar days prior to the date of the

arbitration hearing (and, if applicable, any continued date on which his/her presence as a witness is required), and (2) he/she advises the Hospital at that time of his/her intent to attend the arbitration pursuant to the subpoena.

## **ARTICLE 20 HOLIDAYS**

**Section 1.** All employees shall be entitled to six (6) holidays:

A	B
Memorial Day	July 4
Labor Day	Thanksgiving
Christmas	New Years' Day (of the next calendar year)

**Section 2.** All employees shall receive double time at their regular rate for all hours worked on the holiday. Employees who have not worked their scheduled day/shift prior to a holiday, the holiday or their scheduled day/shift after the holiday will not receive holiday pay.

- a) If a holiday falls on the full-time employee's regularly scheduled day off they shall be given eight (8) hours straight pay for the holiday. Benefit eligible part-time staff will receive holiday pay proportional to the amount of hours worked per pay period if not working the holiday (or equal to the number of hours worked on the holiday).

**Section 3.** For purposes of holiday premium pay only, the holiday will be observed beginning at 11:00 p.m. on the holiday eve and ending 11:00 p.m. on the day of the holiday.

**Section 4.** All Employees excluding per diem shall be assigned to the A Holidays requirement (Christmas, Memorial Day and Labor Day) or B Holidays requirement (Thanksgiving, July 4th, and New Year's Day). Starting in January of 2017, Employee's shall work A's one year and B's the next. Employees (other than per diem employees) may volunteer to work additional holidays, subject to management's sole discretion and approval. Volunteers shall submit their request to work on the holiday, no sooner than 45 days prior to the desired additional holiday. If the Hospital does not need all of the employees required to work a holiday, due to volunteers or a drop in census, the Hospital shall

allow employee(s) to have the day off with their appropriate holiday pay on a rotating seniority basis.

- a) Nothing in this Section is intended to prevent per diem employees from working additional holidays in response to a Needs List published by the Chief Nursing Officer or his/her designee.

## **ARTICLE 21**

### **PTO**

**Section 1.** All regularly scheduled full time Registered Nurses who have completed their initial probationary period, shall be entitled to PTO times as follows:

- a) New hire to 3 years: 22 days (176 hours)
- b) 4 years and up: 27 days (216 hours)

**Section 2.** All regularly scheduled full time LPNs who have completed their initial probationary period, shall be entitled to PTO times as follows:

- a) New hire to 3 years: 17 days (136 hours)
- b) 4 to 10 years: 22 days (176 hours)
- c) 10 years and up: 27 days (216 hours)

**Section 3.** Any regularly scheduled part-time employee shall receive a pro rata share of the regular full-time PTO entitlement as listed in Sections 1 and/or 2.

**Section 4.** Accrued PTO time may not exceed 120 hours at the conclusion of the calendar year.

**Section 5.** In the event that a recognized holiday occurs during an employee's PTO period, the holiday will be charged to holiday time.

**Section 6.** Nurse Managers and/or the Scheduler will review and approve PTO requests giving consideration to the following factors:

- a) Hospital work requirements

- b) Employee's preference
- c) Eagleville Bargaining Unit Seniority

**Section 7.** During the prime vacation selection periods (Memorial Day to Labor Day and Thanksgiving Day to New Year's Day) a full week's PTO will take priority over an individual day request during the prime PTO selection period.

- a) All PTO requests submitted after March 31st ("prime summer") and October 31st ("prime winter") will be approved on a first come, first served basis, but will not interfere with vacations already pre-approved. PTO requests submitted during this time period should be responded to no later than fourteen (14) days.
- b) No later than March 1st (for "prime summer") and October 1st (for "prime winter") of each year, the Hospital will post the annual vacation schedule showing the number of shifts available for vacation during each week of the next calendar year. This number will be at least 20% of the weekly hours regularly scheduled per shift but may be greater subject to management's sole discretion.
- c) PTO requests that require additional planning time or advance notice due to travel arrangements will not be reviewed and approved until the employee has accrued at least 50% of the requested PTO time. Within fourteen (14) days after 50% has been reached, management will respond as to whether the request was granted or not.
- d) Employees who submit their vacation requests in writing between March 1-31 for the "prime summer" vacation selection period (Memorial Day to Labor Day) shall receive their preference for vacation leave based on bargaining unit seniority. All "prime summer" vacation requests shall be approved or denied by the Employer by April 15th.
- e) Employees who submit their vacation requests in writing between September 1-30 for the "prime winter" vacation selection period (Thanksgiving Day to New Year's Day) shall receive their preference for vacation leave based on bargaining unit seniority. All "prime winter" vacation requests shall be approved or denied by the Employer by October 15th.

**Section 8.** A Nurse may not take more than two (2) consecutive weeks' PTO during the prime period (Memorial Day to Labor Day), unless staffing permits.

- a) PTO requests submitted during this time period should be responded to no later than fourteen (14) days.

**Section 9.** An employee, who is involuntarily terminated or resigns, shall be entitled to 100% for accrued PTO time at their applicable rate.

**Section 10.** A Nurse will not be required to find a replacement or make up a weekend day or days if approved for PTO or FMLA.

**Section 11.** PTO time may be used for sick, personal or vacation time. A portion of PTO time at the end of the calendar year will be transferred to the employee's Extended Sick Bank Account if their PTO bank exceeds 120 hours and their Extended Sick Bank Account does not exceed 560 hours.

**Section 12.** Extended Sick Bank - Full-time employees and regularly scheduled part- time are eligible to accumulate a maximum 560 hours in Extended Sick Bank. This account may be used as follows:

- a) Illness of five (5) or more scheduled days. Payment for the first five (5) scheduled days of illness will be by the PTO account. On the 6th scheduled day, the employee may use their payment from his/her Extended Sick Bank.

## **ARTICLE 22 WAGES AND DIFFERENTIALS**

**Section 1.** All Nurses shall receive those wages specified in Appendix A.

**Section 2.** Differentials (upon ratification):

- Acute Hospital Service Line = \$2.00 per hour
- Evening Shift = \$3.00 per hour
- Night Shift = \$3.00 per hour

## **ARTICLE 23**

### **EDUCATIONAL ACHIEVEMENT AWARD**

**Section 1.** Full-time employees and regular part time employees who have satisfactorily completed their probationary period are entitled to an Educational Achievement Award.

- a) This award is provided based on the successful completion of an undergraduate, graduate or post-graduate degree in Nursing or a health-care related field during the term of the Agreement.
- b) This award will be paid the pay period after the presentation of the original diploma or original transcript and educational degree verification process.

**Section 2.** Award amounts are determined by degree-level achieved.

- a) Amounts listed below:
  - 1) Undergraduate degree - \$750.00 one-time bonus
  - 2) Graduate degree - \$1,500 one-time bonus
  - 3) Post-Graduate degree - \$2,000 one-time bonus
- b) Eagleville will reimburse up to \$120.00 for nursing licensure every two (2) years. Proper paperwork and documentation will be required prior to reimbursement.
- c) Awards provided under this Article are reported as taxable income to the employee.

## **ARTICLE 24**

### **BENEFITS**

**Section 1.** The terms of the following benefit plans shall be provided to the Employees covered by this Agreement in the same manner and upon the same terms as the Employer provides such benefit plans to its non-represented employees:

- a) Medical
- b) Dental
- c) Vision
- d) Flexible Spending Account

- e) Life Insurance
- f) Accidental Death and Dismemberment Insurance
- g) Long Term Disability
- h) Employee Assistance Program
- i) 403 (b) Retirement & Savings Plan

**Section 2.** Should the Employer, in its sole discretion, determine to modify or eliminate any of these plans, it shall, prior to finalizing its decision(s) invite the Union in writing to meet and discuss the Employer's determination(s), and to offer the Union's input. All discussions with the Union must be concluded within fourteen (14) consecutive calendar days from the date the Union receives the Employer's invitation to meet. Thereafter, the Employer may make its final determination(s). Any such final determination(s) by the Employer shall be in the sole discretion of the Employer.

**Section 3.** The Union, on behalf of the Employees covered by this Agreement, acknowledges that such decisions are not subject to the Grievance Procedure Article (Article 9) and Arbitration Article (Article 10) of this Agreement.

## **ARTICLE 25 LABOR MANAGEMENT MEETING AND JOINT STAFFING COMMITTEE**

**Section 1.** Representatives of Eagleville's Management and PASNAP will meet at least ten (10) times per year. Both parties may contribute agenda items for discussion with the goal of problem solving.

**Section 2.** In addition to representatives of Eagleville's Management, the PASNAP staff representative and officers may attend the meetings. Such meetings will be conducted at a reasonable date and time, as agreed upon by the parties.

**Section 3.** At least five (5) days prior to such meeting, the parties will communicate by email their respective agendas for the meeting as well as those attending. Both parties agree to have knowledgeable decision makers present for each meeting. Both parties will also make their best efforts to provide advance notification of all attendees who will be present at the meeting.

**Section 4.** If a meeting is scheduled during the working

hours of any employee representative, he or she will be permitted to attend without loss of pay, except there will be no payment of premium pay.

**Section 5.** Deliberations during such meetings shall not be the subject of any grievance within the meaning of Article 9 of this Agreement. No proposals, decisions or actions or any other outcome of these meetings shall have the effect of amending the Agreement.

**Section 6.** Meeting minutes will be taken at each meeting and then both parties will approve the meeting minutes at the next meeting.

**Section 7.** Eagleville and the Union agree that it is the goal of both parties to provide high quality safe care to all patients.

**Section 8.** The parties mutually agree to add Joint Staffing Committee agenda items and discussion points to the end of the Monthly Labor Management Meeting in January, April, July and October. These agenda items and discussion points may include but not limited to staffing, technology, training, competencies, equipment, and supplies effecting patient care. Meetings under this Article shall not extend the meeting more than one (1) hour in duration, unless mutually agreed to by the parties. If an employee is not scheduled to work they shall be paid for the time spent at the meeting.

**Section 9.** It is clearly understood between the parties that any proceedings, proposals or discussions of this committee shall in no way usurp, affect or be controlling upon Eagleville's Management Rights as set forth in Article 6. The Committee shall have no authority to change, delete or modify any of the terms of the existing Collective Bargaining Agreement, nor settle grievances arising under the Agreement.

**Section 10.** Both parties recognize the need to maintain professionalism and order during the Meetings and agree that it is the intent of both parties to do so.

## **ARTICLE 26**

### **SCOPE OF BARGAINING**

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the



unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. All subjects referred to in the Management Rights Clause (Article 6) shall likewise be deemed to have been raised and bargained to a conclusion. The parties' authorized bargaining representatives may, by mutual written agreement, subsequently enter into a supplemental agreement. Such agreement must be in writing, executed by the parties.

The Employer is not obligated to maintain any term, condition, or practice of employment which may have existed prior to, as of, or after the effective date of this agreement, unless such term, condition, or practice of employment is explicitly set forth in the Agreement.

## **ARTICLE 27**

### **SEPARABILITY AND SAVINGS**

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

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

## **ARTICLE 28**

### **TUITION REIMBURSEMENT**

**Section 1.** Any full-time employee (which for purposes of this Article includes 0.8 FTE and above) who has been employed at Eagleville Hospital for a continuous period of one (1) year or longer and who provides written proof via transcript of receiving a minimum of a “C” grade will be reimbursed one hundred percent (100%) of tuition expenses with a maximum reimbursement of one thousand seven hundred and fifty dollars (\$1,750.00) per year (January – December) for any undergraduate or graduate courses which lead towards an Associate’s, Bachelor’s, Master’s or Doctorate degree in Nursing, Mental Health Technician Certification, or a health related field, or which fulfill mandatory CEU’s required to maintain certification; provided, however, that if any CEU or any form of certification course is offered at or through Eagleville, Employer will not pay for employee to obtain such CEU or attend such course from or through an outside source.

**Section 2.** Any part-time employee (0.6 FTE or less) who has been employed at Eagleville Hospital for a continuous period of one (1) year or longer and who provides written proof via transcript of receiving a minimum of a “C” grade will be reimbursed one hundred percent (100%) of tuition expenses with a maximum reimbursement of two hundred and fifty dollars (\$250.00) per year for undergraduate and graduate courses (January - December) as set forth in Section 1; provided, however, that if any CEU or any form of certification course is offered at or through Eagleville, Employer will not pay for employee to obtain such CEU or attend such course from or through an outside source.

**Section 3.** Employees may utilize tuition reimbursement allowances as provided in Sections 1 and 2 above, provided that the employee has received no disciplinary action from a final written warning/probation through suspension within the past six (6) months prior to the start of the course for which reimbursement is sought.

**Section 4.** Tuition reimbursement funds distributed pursuant to this Article shall be capped at thirty thousand dollars (\$30,000.00) per calendar year. Tuition reimbursement funds shall be distributed to eligible employees on a first-come/first-served basis. In the

event the Employer distributes less than the total cap in any one calendar year, the difference shall carry over to the next calendar year, but that carried over amount must be used in the immediately following calendar year, or else it is forfeited. By way of example, if Employer distributes \$25,000.00 in reimbursement funds in Year 1, \$5,000.00 would carry over to Year 2. However, if the Employer distributes only \$28,000.00 in Year 2, only \$2,000.00 would carry over to Year 3 (as opposed to \$7,000.00). By way of further example, if \$5,000.00 is carried over to Year 2, and the Employer distributes \$33,000.00 in Year 2, no amount would carry over to Year 3.

**Section 5.** Employees in receipt of tuition reimbursement pursuant to this Article must remain employed by Eagleville Hospital without reduction to their current FTE capacity for at least one (1) year after receipt of the reimbursement, or said reimbursement must be repaid to the Employer. Notwithstanding the foregoing, employees who are laid off through no fault of their own (i.e. reduction in force) shall not be required to repay the tuition reimbursement.

**Section 6.** The Hospital shall provide In-Service education for Employees on a continuing and regular basis. Whenever reasonably possible, In-Service education will be repeated to provide access across all shifts.

**Section 7.** In the event an employee is required to attend an In-Service session during or outside regular working hours, the employee shall be paid the applicable rate. Such attendance shall be considered as time worked for the computation of overtime. In addition, mandatory, on-line education and training shall be paid time.

**Section 8.** Any employee with one (1) or more years of experience at Eagleville Hospital who is selected and assigned by the Employer to be a Preceptor for new employees shall be paid an additional one dollar (\$1.00) per hour for all hours worked as preceptor. Preceptor assignments shall be capped at twelve (12) RN/LPNs and twelve (12) Technicians. Employees who are selected as a preceptor must complete a mandatory training course and annual refresher training as required by the Hospital. Preceptorship is voluntary; however, preceptor selection and assignments shall be made by management in its sole discretion.

**Section 9.** Training and Equipment. The Hospital shall

provide to all shifts appropriate training on all new equipment. Discussion of such training programs shall be an appropriate topic of the nursing department practice committee.

## **ARTICLE 29 UNIFORM**

**Section 1.** Effective January 1, 2019, each employee shall be required to wear hospital scrubs in a color designated by the Employer in its discretion. Each Employee must also wear any hospital-issued identification badge(s) on the outside of his or her uniform so that it is clearly visible to patients, visitors and other employees.

- a) Nursing staff are required to wear blue scrub pants and any other color plain scrub top. Tops worn need to be professional and offer no form of advertising and consistent with hospital dress code policy.

**Section 2.** Upon ratification and annually thereafter, each full-time and part-time non-probationary employee shall receive a uniform allowance in the amount of one hundred dollars (\$100.00).

## **ARTICLE 30 CULTURE, PROFESSIONAL PRACTICE AND EXPECTATIONS**

**Section 1.** Eagleville's policy is to ensure that all employees, supervisors, physicians, providers, business visitors, patients and/or other customers or visitors promote a culture of safety and conduct themselves in a manner, which protects and respects the rights, privacy and dignity of all individuals with whom they come into contact.

**Section 2.** Eagleville prohibits any individual, regardless of position, from threatening, bullying, intimidating or engaging in the other unlawful, unprofessional and/or unprotected harassment or related conduct. Eagleville has established policies that enforce these standards through sanctions and disciplinary action up to and including termination of employment.

**Section 3.** Bargaining Unit Employees are required to complete all mandatory education requirements by the communicated due date. If practicable, Eagleville will support with scheduling to achieve these competencies timely. It is the obligation of employees to

complete their mandatory competencies in a timely fashion, with the help of management if practical. If an employee does not complete their mandatory education by the due date then they will be removed from the staffing schedule and/or be placed in progressive disciplinary action. These mandatory education requirements include but not limited to: Cardiopulmonary Resuscitation (CPR), Trauma-informed Care, De-escalation Techniques under Safe Crisis Management, Annual Safety, Annual Compliance and Confidentiality, Annual Patient Safety, education related to regulatory standards, DDAP Confidentiality, DDAP Primary Care Network, DDAP HIV/Hep, DDAP TB and Annual Hands On Competency Skills, and any adopted technology supporting the safety of all employees, patients, and visitors who present on campus. Examples include, but not limited to, Identification Badge and Key Access Controls.

**Section 4.** Improvement on The Joint Commission National Patient Safety Goal performance included but not limited to hand hygiene, barcoding medication administration, hand off communication, patient fall prevention, reduction in restraints and reduction of medication errors. Improvement of Employees' adherence to Face Covering Policy.

**Section 5.** Registered Nurses (RN) and Licensed Practical Nurses (LPN) Responsibilities. Nurses are responsible for direct patient care and patient safety which includes but not limited to: physical and mental assessment and reassessment, facilitate and implement provider medication administration using barcoding technology, patient medication education, running nursing educational groups, attending team meetings and participating in multi-disciplinary care planning, implementing and evaluating the nursing plan of care, hand off communication, notification to provider/physician as needed, performing EKGs and phlebotomy (if trained), consent witnessing, discharge instructions and education and documentation.

**Section 6.** Clinical Practice Committee. A Clinical Practice Committee shall be established within the first year of this agreement and shall meet at least ten (10) times per calendar year to review nursing standards of practice and care; review, revise and approve nursing policies and procedures; education on evidence-based best practices, patient safety standards, and regulatory standards; make recommendations for improving patient care; improving patient outcomes by reviewing nursing scorecards and developing processes to

improve; assisting with development of education and orientation; assists with implementation of new Electronic Medical Record (EMR); improving documentation of care; conducting clinical case reviews; and reviewing and approving Clinical Ladder applications. Both parties will contribute agenda items. Meeting minutes will be available to all members of the committee and bargaining unit. The operation of this committee shall not affect the existing rights of either party under other provisions of the agreement and is not intended to limit the Hospital's management rights in any way.

- a) **Committee Membership** – CNO and Union President will be Co-chairs; other members will be: one (1) additional Union Officer, Nurse Manager Residential, Nurse Manager Acute, Nurse Educator, Patient Safety Officer, two (2) nurses from Acute, two (2) nurses from Residential, one (1) NA/MHT from Acute and one (1) NA/MHT from Residential. The committee will develop a charter that both parties agree to.
- b) **Committee Involvement** – Designated committee members shall be released from work if scheduled. If a majority of members cannot be released, the meeting will be rescheduled. If an employee is not scheduled to work at the time of the committee meeting, the employees will be paid the appropriate pay rate. Union members cannot be in the progressive disciplinary process in order to participate.

**Section 7.      Specialty Certifications.** Eagleville and the Union agree that the goal of both parties is to provide high quality patient care. Certification attests to the attainment of specialized knowledge beyond the basic nursing credential. Certification serves to maintain and to promote quality nursing care by providing a mechanism for nurses to demonstrate their proficiency in a nursing specialty area. Employees who obtain a Specialty Certification for Psychiatric-Mental Health Nursing through the American Nurses Credentialing Center (ANCC) or a Specialty Certification for Addictions Nursing from the Addictions Nursing Certification Board (ANCB) during the term of this Agreement shall receive reimbursement up to \$400 for test and material costs plus a one (1) time bonus. The one (1) time Certification Bonus Program is for Full-time, Part-time, Per Diem/PRN, and Weekend Program Registered Nurses (RNs). Full-time RNs receive a \$500, Part-time RNs receive a \$250; and Per Diem/PRN and Weekend Program RNs receive a \$200 bonus after receiving their professional certification.

**Section 8.**      Performance Evaluations. Performance evaluations are an important part of achieving clinical excellence and improving patient engagement and care. Accordingly, Eagleville shall determine standards of performance evaluations for employees. Performance Evaluations, including 90-day evaluations and annual performance evaluations shall not be subject to the grievance process.

**Section 9.**      Clinical Ladder Program. Clinical Ladder Program for RNs will be set in place after ratification by the Clinical Practice Committee (as described in Article 31). The following criteria will be applied for applicants to the clinical ladder:

- RN I - all new RN hires will be titled Registered Nurse I (RN I).
- RN II - if the applicant meets the criteria below, and the application is approved by the Clinical Practice Committee, the employee will receive an additional \$1.00 per hour.
  - Minimum 24 months experience in psychiatric-mental health nursing and/or addictions nursing.
  - Employed for a minimum of twelve (12) months with a minimum of six (6) months in current position.
  - Must be at least 0.6 FTE.
  - Annual performance evaluation must meet or exceed standards in all categories.
  - Associates Degree in Nursing or BSN.
  - Certified Preceptor.
  - One (1) community activity or event.
  - Conduct at least one (1) nursing education group for patients.
  - Present portfolio to Clinical Practice Committee for approval.
- RN III - if the applicant meets the criteria below, and the application is approved by the Clinical Practice Committee, the employee will receive an additional \$2.00 per hour.
  - Minimum 36 months experience in psychiatric-mental health nursing and/or addictions nursing.
  - Employed for a minimum of twenty-four (24) months with a minimum of one (1) year in current position.
  - Must be at least 0.6 FTE.
  - Annual performance evaluation must meet or exceed standards in all categories.

- BSN or MSN.
- Current Professional Nursing Certification in Psychiatric-Mental health nursing or addictions nursing.
- Active membership in a professional nursing organization.
- Certified Preceptor.
- Three (3) community activities or events.
- Conduct at least two (2) nursing education groups for patients.
- Present evidence-based best practice concept or clinical case review to Clinical Practice Committee.
- Present portfolio to Clinical Practice Committee for approval.

## **ARTICLE 31**

### **STAFFING/PER DIEM/WEEKEND PROGRAMS**

**Section 1.**     Staffing Grids and Guidelines. The Hospital agrees to post the staffing grids below on all units within thirty (30) calendar days of ratification of the contract. Eagleville agrees to make its best effort to supplement and/or hire nursing and technical staff in all units and for all shifts to meet applicable staffing grids for each unit. If such efforts are made, the Union shall not file grievances related to staffing due to unforeseen circumstances outside the hospital's control (unforeseen levels of call outs, etc.) that present a hole in the schedule.

Eagleville retains the right to make changes to the posted grids. Prior to doing so, Eagleville will give fourteen (14) calendar days' notice to the Union. The Hospital will meet with the Union within fourteen (14) days to discuss changes to staffing grids before making changes and follow the following protocol:

After Eagleville proposes to change or create new staffing grids, both parties shall review and take into account changes in admission patterns, admission criteria, acuity, verified changes in incident reports and the joint nurse staffing/labor management committee staffing form (to be developed jointly by management and the Union), along with input from unit based staff in order to develop and recommend changes to the staffing grids that account for these issues with a goal to address improving patient outcomes and nursing satisfaction. Both parties will contribute in a problem-solving manner in order to resolve discrepancies.

If Eagleville follows the above protocol it shall have the sole



discretion to make changes to the posted staffing grids.

## **Section 2. Registered Nurse (RN) Weekend Program**

After contract ratification, Eagleville will offer a Weekend Program for RNs who meet the program criteria and requirements. This program is for Acute Hospital Service Line only. Eagleville will determine the number of employees who participate in Weekend Program  
Program Criteria and Requirements:

- Minimum of two (2) years current direct patient care nursing experience in psychiatric- mental health nursing and/or addictions nursing.
- Weekend Plan Employees who work extra shifts during the week will be paid at their regular wage rate based on years of experience.
- Four (4) call offs on the weekend program within one (1) year will automatically remove the Employee from the Weekend Program.

## **Weekend Program**

The hours will be as follows:

- Saturday and Sunday twelve (12) hour shifts (day shift 7:00am to 7:15pm), night shift 7:00 pm to 7:15am).
- Must work three (3) out of four (4) weekends each month.
- \$8.00 per hour increase above contractual wages plus eligible differential.
- Any staff in the weekend program who schedule any work time during a weekday shift (day, evening, night) will receive their respective base rate only plus appropriate weekday only differential.

## **Per Diem/PRN**

### **RN Tiers**

#### **Tier 1**

- Four (4) shifts per month, including two (2) weekend shifts
- One (1) summer holiday and one (1) winter holiday
- \$42.00 plus eligible differentials for RNs
- \$34 plus eligible differentials for LPNs

#### **Tier 2**

- Eight (8) shifts per month

- One (1) Friday shift, one (1) Saturday shift and one (1) Sunday shift
- One (1) summer holiday and one (1) winter holiday
- \$42.50 plus eligible differentials for RNs
- \$34.50 plus eligible differentials for LPNs

## **ARTICLE 32 TIME AND ATTENDANCE**

**Section 1.**     Call out Procedure: An employee who cannot report to work must notify their nursing supervisor within the department's required timeframe (i.e., three (3) hours prior to their scheduled arrival time). Calls and messages should not be left with the switchboard operator, co-workers or voicemail unless your department has designated a call out person (i.e., Executive Assistant of the Department). An employee who calls off for their scheduled weekend shift (Saturday or Sunday); will be required to make-up the weekend shift at the discretion of the scheduler, nurse manager or CNO within thirty (30) days of the call off. Employee will be notified of the makeup date via email

**Section 2.**     Lateness: Employees are expected to report to work on time. If you are unable to report to work at your scheduled time, please notify your supervisor. Employees are considered late if they arrive after their scheduled start time.

**Section 3.**     Early Departure: an early departure is one in which the employee leaves before the scheduled end of his or her shift. This can only be done with a supervisor's authorization. If an employee leaves without approval, it will be considered job abandonment and disciplinary action up to and including termination may occur.

**Section 4.**     Excessive Absenteeism: The Manager will utilize the time and attendance system to identify employees at risk of excessive absenteeism by noting:

“Unscheduled, unexcused absences due to injury or illness, even when following appropriate guidelines, may still be considered excessive. Providing a note does not excuse the absence; it merely validates the reason and ensures safe return to work.”

**Section 5.**      Holiday Callout: Employees who have not worked their scheduled day prior to a holiday, the holiday or their scheduled day after the holiday will not receive holiday pay.

**Section 6.**      No Call/No Show: Not reporting to work or not calling to report your absences is a no call/no show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense will result in termination of employment with no additional disciplinary steps. Any no call/no show lasting two (2) days is considered job abandonment and will result in immediate termination. If an employee has already begun the disciplinary process for attendance/punctuality when a no call/no show has occurred the disciplinary process may be accelerated to the final step.

**Section 7.**      Contagious Illness: The Infection Preventionist should be telephoned immediately by the Department Head/Supervisor if employees are absent due to a serious or contagious disease.

**Section 8.**      Physician Notes: Employees who are absent for any length of time may be requested to provide a doctor's certification of illness or be asked to be seen by our occupational health organization to determine if the employee is able to return to work.

- a) Employees absent for three or more consecutive days must obtain certification of illness and their ability to return to work from their personal physician (not an Eagleville Hospital physician). A required physician's certification of illness must be faxed from the doctor's office to the Director of Human Resources secure fax (215-525-2819) before the employee may return to work. If the certification is not received as outlined above, PTO time will be substituted. If no paid time is available, unpaid PTO time will be used.
- b) Employees who give notice of resignation will be paid for sick leave taken between the date notice is given and the date of termination only if a physician's certification of illness is received following the procedure above.

**Section 9.**      Emergency Personal day: One time a year an employee may use an emergency personal day. An emergency personal day is defined as an unforeseen emergency that forces you to miss work.

- a) Documentation may be requested by Eagleville for the missed day.
- b) In the event that the emergency personal day is taken on a scheduled weekend, the employee will be required to work another weekend, scheduled by the Nurse Scheduler within six (6) weeks. Employees shall not be required to work a holiday

**Section 10.**     Incident(s) Defined: A period of continuous absence that may range from several hours to several days. For example:

- 1 day of unscheduled PTO = 1 incident
- 3 days of the flu = 1 incident and requires a physician note

**Section 11.**     If an employee has perfect attendance (i.e., no lateness, absences, no emergency days, and/or no point accumulation of any kind as defined by Section 2 above) for one (1) year, Eagleville shall add eight (8) hours (or the applicable prorated time) to the employee's Long Term Sick Bank. If an employee's Long Term Sick Bank is full (i.e., at the maximum 560 hours), the time shall be added to the employee's PTO Bank. Per Diem employees are not eligible for the perfect attendance benefits outlined in this Section.

**Section 12.**     Time and attendance matrix is as follows:

Late Call Out (less than three (3) hours prior to start of scheduled shift  
Disciplinary Actions as follows annually:

- a) First Late Call Out = educational coaching (not part of disciplinary process)
- b) Second Late Call Out within one (1) year = verbal warning
- c) Third Late Call Out within one (1) year = written warning
- d) Fourth Late Call Out within one (1) year = final written warning
- e) Fifth Late Call Out within one (1) year = termination

Lateness/Punctuality Disciplinary Actions as follows annually:

- a) Six (6) lateness occurrences = verbal warning
- b) Eight (8) lateness occurrences = written warning
- c) Ten (10) lateness occurrences = final written warning
- d) Twelve (12) lateness occurrences = termination

Attendance/Absenteeism Disciplinary Actions as follows annually:

- a) Three (3) occurrences = verbal warning
- b) Five (5) occurrences = written warning

- c) Seven (7) occurrences = final written warning
- d) Nine (9) occurrences = termination

### **ARTICLE 33**

#### **HEALTH AND SAFETY**

**Section 1.** The Union and Employer shall work together to implement a health and safety committee. This committee shall be in place by January 21, 2025. This may be included as part of regularly scheduled Labor Management Meetings.

**Section 2.** All agreed upon training and items addressed shall become part of the new hire orientation and inservice training. Due to the important nature of safety and security these training sessions shall be done in person.

### **ARTICLE 34**

#### **DURATION**

This Agreement shall be in full force and effect for the following term commencing upon October 1, 2024, and terminating at 11:59 p.m. on September 30, 2027.

**APPENDIX A**  
**WAGE SCHEDULE EAGLEVILLE HOSPITAL**

POSITION	10-1-24	10-1-25 3%	10-1-26 3%
<b>Licensed Practical Nurse (LPN)</b>			
GN/Orientee	30.00	30.90	31.83
1 to 3 yrs.	31.00	31.93	32.89
4 to 6 yrs.	32.00	32.96	33.95
7 to 9 yrs.	33.00	33.99	35.01
10 to 14 yrs.	33.75	34.76	35.50
15 to 19 yrs.	34.00	35.02	36.07
20 or more yrs.	34.50	35.53	36.60
<b>Registered Nurse (RN)</b>			
GN/Orientee	35.00	36.05	37.13
1 to 3 yrs.	38.00	39.14	40.31
4 to 6 yrs.	42.00	43.26	44.56
7 to 9 yrs.	42.75	44.03	45.35
10 to 14 yrs.	43.50	44.80	46.14
15 to 19 yrs.	44.00	45.32	46.68
20 or more yrs.	44.50	45.83	47.20
<b>Differentials</b>			
Acute Service-Line	2.00	2.00	2.00
Evening	3.00	3.00	3.00
Night	3.00	3.00	3.00
Weekend	8.00	8.00	8.00

Per Diem Tier 1 LPN	34.00	34.00	34.00
Per Diem Tier 2 LPN	34.50	34.50	34.50
Per Diem Tier 1 RN	42.00	42.00	42.00
Per Diem Tier 2 RN	42.50	42.50	42.50
<b>PICC Line Unit</b>	1.00 above acute rate when working the PICC Unit	1.00 above acute rate when working the PICC Unit	1.00 above acute rate when working the PICC Unit
<b>Phlebotomy</b>	1.00 added to base rate ONLY when working as a phlebotomist	1.00 added to base rate ONLY when working as a phlebotomist	1.00 added to base rate ONLY when working as a phlebotomist

**APPENDIX B**



Date \_\_\_\_\_

Facility \_\_\_\_\_

***Grievance Record***

Name of Grievant \_\_\_\_\_ Grievance # \_\_\_\_\_

Unit \_\_\_\_\_ Shift \_\_\_\_\_ Phone \_\_\_\_\_

*Statement of Grievance* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Remedy Requested* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Grievant** \_\_\_\_\_

*First Step Response* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Appealed to Second Step \_\_\_\_\_ Date \_\_\_\_\_

*Second Step Response* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Appealed to Third Step \_\_\_\_\_ Date \_\_\_\_\_

*Third Step Response* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Filed for Arbitration? (please circle)    YES    NO    Date \_\_\_\_\_

Memorandum of Agreement Between Eagleville Hospital and the Union (ENTU/PASNAP)  
9/12/24

The parties agree to resolve the pending arbitration regarding staffing on the Residential Units on the basis of the following:

Clinic and Residential Staffing:

CTW (Clinic)

3 RNs/LPNs and 1 Tech Day and Eve

2 RNs/LPNs Night

4th nurse during med pass: 7-11a, 7-11p

Residential Units

For each unit of 44, two sides (22 each side):

3 Counselors/Techs Day and Eve (one for each side and a float)

2 Counselors/Techs Night (one for each side)

Counselors will be responsible to bring their patients to CTW, and will monitor them in the waiting room.

Delete last paragraph of Article 31, Section 1.

For The Union:

For the Hospital:

Kendra Barkasi  
Kendra Barkasi (Sep 13, 2024 15:59 EDT)

Sep 13, 2024

robert haines  
robert haines (Sep 13, 2024 16:08 EDT)

Sep 13, 2024