Collective Bargaining Agreement

By and Between

Suburban Community Hospital

And

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

February 28, 2025 to December 1, 2027

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Agreement made on this February 28, 2025 by and between Prime Healthcare/Suburban Community Hospital, herein referred to as "the Hospital" or "Employer", located at 2701 Dekalb Pike, East Norriton, Pennsylvania and the Suburban General Nurses Association/ Pennsylvania Association of Staff Nurses and Allied Professionals (SGNA/PASNAP) - herein after referred to as "the Union" or the "Association" - located at 3031 Walton Road, Suite 104C, Plymouth Meeting, PA 19462 (collectively referred to as "the Parties").

ARTICLE 1 RECOGNITION

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

1.2 The bargaining unit shall consist of all full-time and part-time registered, graduate, and licensed practical nurses and graduate practical nurses, per diem nurses ("employees"), and excluding supervisors, clinical coordinators, wound care RNs, case manager RNs, head nurses, department heads, confidential, temporary, all other employees of the Hospital.

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

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

ARTICLE 2 DEFINITIONS

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

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

2.3 A per diem employee is an employee who does not work regularly scheduled hours but rather works as available to supplement regular full time and part time employees. Per diem employees shall submit their availability at least two weeks prior to the posting of the schedule.

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

ARTICLE 3 MANAGEMENT RIGHTS

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

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

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

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

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

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

ARTICLE 4 PROBATIONARY EMPLOYEES

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

ARTICLE 5 TEMPORARY EMPLOYEES

5.1 The Hospital shall have the right to employ individuals on a temporary basis. A "temporary employee" is defined as one who is hired for a period of thirteen (13) weeks and is so informed at the time of hire. The said thirteen (13) week period may be

extended by an additional thirteen (13) weeks by mutual agreement.

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

ARTICLE 6 HOURS OF WORK

6.1 The normal workday shall consist of eight (8), ten (10) or twelve (12) consecutive hours, not counting an unpaid lunch period of one-half (1/2) hour. Employees shall be paid for any interrupted lunch.

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

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

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

6.5 Six (6) week work schedules showing all employee shifts, workdays and hours shall be posted two (2) weeks in advance and shall not be varied except by mutual agreement. Employees who are scheduled for additional days or shifts beyond their regularly scheduled workweek shall have their shifts identified on the

schedule as either regular or extra shifts. Per Diem, Agency and nurses seeking extra time will be utilized after the full-time and part-time nurses have been scheduled. Per diem, Agency, and nurses seeking extra time will complement the regular staff schedules and will not be scheduled to the disadvantage of the full-time and part-time staff and shall be utilized to ensure the schedule is not posted with holes. The posted computerized schedule will be the official schedule.

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

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

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

A. Schedule employees off every other weekend (weekend is defined as 7 pm Friday to 7 am Monday), except those units scheduled off every weekend. Said definition does not correlate to the time period for which employees are eligible for weekend differential, which is covered by Article 19 of this agreement.
B. Permit employees currently working steady shift assignments to continue to do so.
C. Normally not schedule employees on more than two (2) different shifts in a pay period, unless requested by the employee.
D. In the event that it is necessary to change an employee's regularly scheduled weekend off, the Hospital shall first solicit volunteers. If there are no volunteers, the least senior employee's weekend in the unit will be changed. However, any employee whose weekend is changed at the request of the Hospital will be given the first available opportunity to change back to their original weekend.
E. An employee whose weekend is changed at the request of the Hospital shall be notified as soon as the coordinator is

aware that such change is necessary. However, the employee will be given at least three (3) weeks' notice.

F. No nurses should be rotated to the 7:00 p.m. - 7:00 a.m. shift on the Friday evening, which precedes his/her scheduled weekend to be off without their consent.

G. It is agreed that night shift nurses, with the approval of the Hospital, may choose Friday/Saturday or Saturday/Sunday weekends. For purposes of scheduling under Article 6 of this Agreement only, all night shift nurses in a particular department will be subject to either a Friday/ Saturday or a Saturday/ Sunday weekend schedule. Upon a showing of support from a majority of the night shift nurses in a particular department, such nurses may request permission for all night shift nurses in that department to shift from a Friday/ Saturday weekend schedule to a Saturday/ Sunday weekend schedule, or vice versa. Permission will not be unreasonably denied. No more than one change in weekend schedules under this Article will be permitted in any twelve (12) month period.

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

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

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

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

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

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

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

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

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

6.18 If a nurse calls out for any weekend shift, the nurse may be required to make up the weekend shift if needed, at management's discretion, within the next posted six (6) week schedule of the missed shift.

6.19 The following days will be defined as hard-to-fill ("HTF") shifts due to the Hospital's prior challenges in having RNs work during specified time periods on each of the identified HTF days. The Parties agree that any shift during the following time periods on HTF days (HTF shifts) will be paid following the staff member's normal rate and pay practice, including any applicable differentials. HTF shifts must be at least twelve (12) hours in duration.

A. Superbowl Sunday 07:00 to 19:00 and 19:00 to 7:00
B. Valentine's Day 07:00 to 19:00 and 19:00 to 7:00
C. Easter Sunday 07:00 to 19:00 and 19:00 to 7:00
D. Mother's Day 07:00 to 19:00
E. Father's Day 07:00 to 19:00
F. Halloween 19:00 to 07:00

ARTICLE 7 REPORTING PAY

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

ARTICLE 8 ASSOCIATION SECURITY

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

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

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

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

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

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

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

8.8 The Union shall provide the names of all Union officials to the Employer within seven (7) calendar days after their appointment and/or election.

8.9 Union officials, who are employed by the Hospital, shall be permitted to investigate and process grievances during their respective scheduled working hours on the Employer's premises. Notice shall be given to the direct supervisor which will not be unreasonably denied.

ARTICLE 9 CHECKOFF

9.1 Upon receipt of a written authorization from an employee the Hospital shall deduct due**s** from said employee's wages bi-weekly, starting no earlier than the first pay period following the receipt of such authorization, and remit to the Union regular dues and standard assessment as fixed by the Unions.

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

A. Termination of employment,
B. Transfer to a job other than one covered by the bargaining unit,
C. Lay-off from work,
D. An approved unpaid leave of absence, or
E. Revocation of the check-off authorization in accordance with its terms or with applicable law.

This provision, however, shall not relieve any Union members of the obligation to make the required dues and assessment payments pursuant to the Union constitution in order to remain in good standing.

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

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

9.5 The Hospitals will furnish the Union each month with the names of newly hired employees, their employee IDs, addresses, employees' personal email addresses and telephone numbers (if the Hospital is provided the employee's personal email and/or telephone number), classifications of work, departments and shifts, dates of hire, the name of terminated employees, together with dates of termination, names of employees on leave of absence, names of employees who have transferred out of bargaining unit positions and their dates transfer. Employees shall promptly notify the Hospitals of changes in their addresses and names if provided by the employees.

9.6 On January 1st and July 1st of each year, the Hospitals shall furnish the Union with a list containing the names, addresses, classifications, locations and shifts of work, dates of hire into bargaining unit position and salary for all employees in the bargaining unit,

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

ARTICLE 10 GRIEVANCE PROCEDURE

10. 1 Procedure:

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

Step One:

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

Step Two:

The written grievance shall be submitted to the CNO or his/her designee within the ten (10) day period. The CNO or his/her designee shall have ten (10) days after receipt of the grievance to give an answer. If no satisfactory settlement is reached within ten (10) days after the answer, the grievant or the Association may appeal the matter to Step Three.

Step Three:

The grievant or the Association will submit the written grievance to the Hospital's Director of Human Resources or his/her designees who shall have ten (10) days in which to give his/her answer. If no satisfactory settlement is reached, the grievance may be appealed to arbitration by the Association, upon written notice to the Hospital and the American Arbitration Association within thirty (30) calendar days of the answer of the Hospital's Director of Human Resources. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

10.2 Effect of Failure to Appeal:

Any grievance shall be considered as settled on the basis of the last answer of the Hospital, if not appealed to the next step or to arbitration within the time limitations set forth herein. Any grievance not responded to by the Hospital within the timeline at Step One or Step Two shall automatically move to the next step in the

grievance process. Any grievance not responded to by the Hospital within the timeline at Step Three shall automatically become eligible for arbitration. Time is of the essence. All time limits must be strictly adhered to. Time limits can be extended by mutual agreement, which must be in writing. Such agreement shall not be unreasonably withheld.

10.3 Effect of the Settlement:

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

10.4 Computing Time Limitations:

Saturdays, Sundays and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement, with the exception of the thirty (30) calendar day time period to file for arbitration.

10.5 Discharge:

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

10.6 Class Grievance:

A grievance which affects more than one employee and which the Hospital representatives designated in Steps One and Two lack authority to settle, may be presented initially at Step Three within

ten (10) working days from its occurrence or when it should have been known to any Employee or the Association by the Association Representative.

ARTICLE 11 ARBITRATION

11. 1 Authority of Arbitrator:

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

11.2 Effect of Decision:

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

11.3 Expenses:

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

11.4 Retroactivity:

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

ARTICLE 12 SENIORITY

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

12.2 Bargaining unit seniority is defined as the length of time an employee has continuously worked in a bargaining unit job classification, i.e., RN or a LPN. Bargaining unit seniority is applicable to layoffs, recalls, job bidding and vacation selection**.**

12.3 Hospital and bargaining unit seniority shall accrue as follows:

A. An employee's hospital seniority shall commence upon hire.
B. Bargaining unit seniority shall start when an employee begins in a bargaining unit position.
C. Seniority shall accrue during an authorized leave of absence.
D. If an employee leaves the bargaining unit and takes a job within the hospital, they shall receive credit for past seniority, if they return within six (6) months.
E. If an employee leaves the hospital and returns to the bargaining unit within 90 days, they shall receive credit for past seniority.

ARTICLE 13 LEAVES OF ABSENCE

13.1

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

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

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

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

13.3 A personal Leave of Absence may be granted for a period of up to four (4) weeks by SCH; employees may use their benefit time during this leave (sick, vacation, and holiday time) during this leave. However, the employee's use of said benefit time will have no impact on the employee's benefits expiration.

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

13.5 While on an unpaid personal or sick leave of absence, a nurse shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. A nurse shall accrue seniority subject to the provisions of this Agreement. In addition, all benefits shall cease, unless the Registered Nurse is able to make arrangements to pay the full cost of such benefits. As a condition of reinstatement following a leave of absence for illness, the Hospital may require the Registered Nurse to receive the approval of the Hospital's Employee health service physician.

ARTICLE 14 LAYOFF

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

A. The Hospital shall notify the Association two weeks of the said proposed lay off prior to notifying any employee of the layoff. The purpose of this notice is to give the Association an opportunity to suggest ways the layoff can be averted.

However, this notice does not apply in the event the layoff is caused by an emergency beyond the control of the Hospital.

B. Subject to the terms and conditions set forth in this Article, the Hospital shall determine in the first instance, which employees and/or classifications (LPNs or RNs) are to be laid off.

C. Layoffs shall be conducted in the following order within the affected unit:

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

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

E. Full-Time and Part-Time RNs or LPNs shall have the option of transferring to a Per Diem position in lieu of layoff in their corresponding RN or LPN position.

F. The Hospital will meet with the laid off RNs or LPNs in order of bargaining unit seniority and will offer the RNs or LPNs the open corresponding positions for which the RNs or LPNs have the appropriate skills and abilities.

G. If there are no open positions at the same status (e.g. Full-Time, Part-Time or Per Diem) as the laid off RN's or LPN's corresponding previous position for which the RN or LPN has the appropriate skills and abilities, the laid off RN or LPN will be given the opportunity to displace the corresponding RN or LPN with the least amount of bargaining unit seniority who is in a position for which the laid off RN or LPN has the immediate ability to perform the job after a one (1) week familiarization period. A RN's lack of Chemotherapy

Certification will not be used as grounds for denying the RN the right to displace another RN pursuant to this provision.

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

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

ARTICLE 15 RECALL

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

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

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

ARTICLE 16 JOB OPENINGS

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

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

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

16.3 If at any time within sixty (60) calendar days the Hospital determines that any employee who changes units is not qualified for the job, or is not performing the work satisfactorily, the Employer may return the employee to the job from which he/she transferred, without loss of seniority. An employee may request, prior to the conclusion of the second week of work, to return to his/her former position without loss of seniority, provided that his/her former position remains available.

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

16.5 Job openings shall be posted for at least seven (7) days via the Applicant Tracking System. Qualified bargaining unit members shall be awarded the bargaining unit positions during this period prior to outside applicants.

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

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

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

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

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

ARTICLE 17 TEMPORARY TRANSFERS

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

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

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

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

D. When possible, employees should be reassigned at the beginning of the shift; whenever feasible, an employee who

is temporarily reassigned will not be required to serve as a Charge Nurse.

E. Whenever practical, an employee, when rotated from his/her primary shift to a shift other than his/her primary shift, the Hospital shall endeavor to not temporarily transfer the employee and shall not require the employee to work the shift immediately before or after the shift to which the employee was rotated.

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

G. No employee will be used to accommodate a vacancy in administrative or supervisory personnel.

H. When an employee is temporarily reassigned for a full assignment (either on the day of the need or a prescheduled reassignment) he/she shall be paid an additional $3.00 per hour in addition to their applicable rate for hours worked while temporarily reassigned. This provision does not apply to Per Diem nurses. In addition, this provision does not apply to employees working within the following departments, provided that one of the following is the nurse's home department: (1) Anesthesia, (2) Endoscopy, (3) Interventional Radiology, (4) Operating Room, (5) PACU, (6) Pre-Admission Testing, and (7) SPU.

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

ARTICLE 18 WAGES

18.1 New employees will be placed on the Wage Scale based on their credited years of corresponding RN or LPN experience.

18.2 Effective the first full pay period following ratification of this Agreement, full-time, and part-time, and Tier 1 Per Diem employees shall move to the appropriate step on the wage grid based on their recognized years of experience, or will receive a 3% increase to the employee's base wage rate, whichever is greater.

18.3 Effective the first full pay period following the one-year anniversary of the date of ratification of this Agreement, full-time and part-time employees shall receive a 3% increase to the employee's base wage rate.

18.4 Effective the first full pay period following the two-year anniversary of the date of ratification of this Agreement, full-time and part-time employees shall receive a 3% increase to the employee's base wage rate.

18.5 Per diem registered nurses' wage rates will be based upon their tier commitment.

A. Tier 1 –A Per Diem registered nurse that assumes a Tier 1 commitment will work twenty-four (24) hours in each six (6) week schedule. A Tier 1 per diem registered nurse will be paid based on the current wage scale per Appendix A. Effective the first full period after December 1, 2025, Tier 1 Per Diem Registered Nurses will receive a 3% increase to their base rate. Effective the first full period after December 1, 2026, Tier 1 Per Diem Registered Nurses will receive a 3% increase to their base rate.

B. Tier 2 – A Per Diem registered nurse that assumes a Tier 2 commitment will work forty-eight (48) hours each six (6) week schedule. Tier 2 Per Diem registered nurses will be paid a straight time hourly wage rate of $50.00 per hour.

C. Tier 3 – A Per Diem nurse that agrees to a Tier 3 commitment will work sixty (60) hours in each six (6) week schedule, with twelve (12) of those hours being a weekend shift. Tier 3 Per diem registered nurses will be paid a straight time hourly wage rate of $52.00 per hour.

ARTICLE 19 SHIFT DIFFERENTIAL

19.1 A shift differential of $3.25 per hour shall be paid for all hours worked between 3:00 p.m. and 7:00 a.m., provided that the majority of the hours worked on the shift fall within that time period.

19.2 Any employee in the bargaining unit acting as a preceptor will be paid an hourly differential of $1.75 above their base rate of pay. Employees interested in being a preceptor can complete a training course and refresher training as provided by the Hospital. Volunteers are encouraged, will be considered and given priority in selection, which is subject to approval by the Hospital. In the event there are no volunteers, preceptors can be assigned by the Hospital from employees who have completed their training.

A. Full and part time employees will be considered before per diem nurses as preceptors.
B. Preceptors will be identified and notified when start date for new employee is determined.
C. Employees will not precept non-bargaining unit job classifications except in an emergent situation. Preceptors shall not be canceled.
D. Preceptors will not orient more than one employee at a time.

19.3 RNs assigned to charge duty shall be paid an hourly differential of $1.75. Charge RNs' duties will be assigned by the nurse manager, supervisor or his/her designee to nurses who have expressed an interest in the charge role and have demonstrated competence in the skills required for the role. The nurse manager, supervisor or his/her designee shall make the assignment equitably. Serving as a charge RN shall be voluntary and the volunteer will be approved by the Hospital. However, in the event there are no approved volunteers, charge RNs can be assigned by the Hospital.

A. The hospital must provide a charge RN education as part of orientation.

B. New graduate RNs must complete six (6) months of service at the hospital before they can be assigned as charge RN.

19.4 Employees shall receive $2.75 per hour for all hours worked between 7:00 pm and 7:00 a.m. Monday. Employees who work at least four (4) hours on a particular shift shall receive the weekend differential for all hours worked on that shift. Weekend program employees shall not be eligible for weekend differential.

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

ARTICLE 20 OVERTIME AND PREMIUM PAY

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

20.2

A. Employees may request overtime.

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

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

C. If relief is not obtained, then overtime will be mandated based upon inverse order of seniority to those with the skill and present ability to perform the assignment on a rotating basis with input from the nurses on duty.

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

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

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

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

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

ARTICLE 21 VACATION

21.1 All regular full-time employees shall accrue vacation as follows:

Years of Experience	Vacation
1-5 Years	2 Weeks
5+-10 Years	3 Weeks
10+ Years	4 Weeks

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

21.2 All employees working less than 40 hours shall receive a pro rata share of the regular full time vacation entitlement set forth above in Article 21.1.

21.3 Vacation may not exceed 320 hours. Any hours above 320 will be forfeited.

21.4

A. For the purposes of resolving vacation schedule conflicts, vacation schedules shall be established by the Hospital taking into account the wishes of the employees and the staffing needs of the Hospital. Employees shall submit their

vacation requests in writing by March 1 for the period from June 1 through September 30; by July 1 for the period from October 1 – January 31; and by November 1 for the period from February 1 through May 31. Where there is a conflict in choice of vacation time among employees within a clinical unit, bargaining unit seniority will govern.

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

C. Nurses may only use their vacation time under exceptional circumstances during any pay week that includes Christmas or New Year's Day. During this period, employees may request to take no more than two paid days off (if available) but the Hospital cannot guarantee that these requests will be granted.

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

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

F. The Parties agree that vacation requests may be put in anytime, but days off are not guaranteed.

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

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

21.8. Vacation requests made after the notice of resignation is submitted will not be approved. Sick leave used after notice is given shall be paid only if appropriate medical certification is provided. If an employee is unable to work his/her entire resignation notice period and notice is not given as provided above an employee shall not be entitled to such payment, provided it was physically possible for the employee to have given such notice. This shall not limit employee's ability to use accrued time in accordance with the cancellation process.

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

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

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

ARTICLE 22 HOLIDAYS

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

A. a new employee has satisfactorily completed thirty (30) calendar days of work preceding the holiday involved; and
B. all employees must work the entire scheduled work day immediately preceding and the entire scheduled work day immediately following the holiday, except for absence approved by the Hospital; and
C. The number of employees on holiday at one time shall be at the discretion of the Hospital.
D. Part time employees below .6 FTEs shall receive pro rata holiday pay. All employees shall be compensated holiday

hours based upon their required hourly commitment: eight (8), ten (10) or twelve (12) hours.

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

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

22.4

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

B. For Weekend program nurses, the holiday work requirements are set forth in Article 40.

C. Per Diem employees' holiday obligations are set forth in Article 38.

D. For purposes of Section 22.6, the "major holidays" are: Christmas and New Year's Day; and the "minor holidays" are Memorial Day, July 4th, Labor Day, Thanksgiving and Day After Thanksgiving.

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

22.6

A. A nurse will not be required to work more than two (2) of the following: Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. For the purposes of Article 10.6(A), the holiday will be deemed to take place on the day when the shift begins.

B. The Christmas Eve work requirement for Night Shift shall fall between:
12/24 7 p.m. – 7:30 a.m. on 12/25

For other shifts it shall fall between 7:00 a.m. – 11:30 p.m. on 12/24.

C. The Christmas Day work requirement shall be:
7:00 a.m. – 11:30 p.m. on 12/25
For night shift, the Christmas holiday will be between 7 p.m. on 12/25 through 7:30 a.m. on 12/26

D. The New Year's Eve work requirement for the Night Shift shall fall between:
7 p.m. on 12/31 – 7:30 a.m. on 1/1

For other shifts it shall fall between 7:00 a.m.– 11:30 p.m. on 12/31.

E. The New Year's Day work requirement shall fall between:
7:00 a.m. – 11:30 p.m. on 1/1

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

22.7 For purposes of holiday premium pay only, the holiday will be observed beginning 7:00 p.m. on the holiday eve and ending at 7:00 p.m. on the day of the holiday. For purposes of the Christmas holiday only, premium pay shall be paid from 7:00 p.m. Christmas Eve until 7:30 a.m. on the day following Christmas. For purposes of the New Year Holiday, premium pay shall be paid from 7:00 p.m. New Year's Eve to 7:30 a.m. on the day following New Year's Day.

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

A. To assure adequate coverage on Christmas and New Year's, the Hospital shall:
    1. Solicit volunteers from the unit where coverage is needed;
    2. Solicit volunteers from among employees from other units with the skill and ability;
    3. Offer non benefited employees in the bargaining unit holiday pay as set forth in Article 20.3;
    4. Utilize per diem and/or agency nurses.

22.9 When an employee utilizes holiday pay under this Article, the employee may be paid for eight (8) hours of holiday pay without triggering a payment from the employee's vacation bank for the remaining hours of their scheduled shift. If an employee has at least eight (8) hours in the employee's holiday bank, s/he must utilize holiday pay in a block of at least eight (8) hours. If the employee has less than eight hours of holiday pay in the employee's holiday bank, the foregoing provisions of this Article 22.9 shall not apply.

ARTICLE 23 SICK LEAVE

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

ARTICLE 24 BEREAVEMENT LEAVE

24.1 In the event of the death of a full-time or a part time employee's parent, current spouse, sibling or children, grandparent or grandchild, current mother in law or father in law, current son-in-law or daughter-in-law, stepparent, step-sibling or stepchild, legal guardian or domestic partner, if said employee has completed his/her probationary period, he/she will be allowed up to three (3)

regularly scheduled days off with pay at his/her regular straight-time rate, not to exceed 24 hours (for full time nurses) or 12 hours (for part time nurses). Full-time and part-time nurses may request an additional day off as paid vacation beyond the time limits set forth in this article, and such requests shall not be unreasonably denied.

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

ARTICLE 25 JURY DUTY

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

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

ARTICLE 26 HEALTH AND WELFARE

26.1 Health Insurance

A. All active full-time and part-time employees and their eligible dependents will be eligible on the first of the month following date of hire for the Prime Healthcare Exclusive Provider Organization (EPO plan), which includes the current VSP vision plan (Choice of B or C).

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

C. Services are primarily provided to the members at SCH ("Hospital") or another Prime Healthcare facility or Prime Healthcare contracted providers ("Tier 1 Network") within thirty-five (35) miles of the Hospital constitute Tier 1 benefits. If Tier1 services are not available, Prime UM may approve the member to receive care from a designated Preferred Partner.

Members will have access to Preferred Partners at Tier1 rates when services are NOT provided by the Prime Hospital at which the employee work or another Prime Healthcare facility within 35 miles of the employee's Hospital.

1.5 Benefit: Services which are not provided by SCH or another Prime Healthcare facility within 35 miles of the Hospital, or any Preferred Partner network within 35 miles of the Hospital will be considered Tier 1 services. Labwork ordered from Tier1 to Labcorp will be at Tier1 cost and Tier2 providers (whose auth is approved with 1.5 benefit by Prime UM) ordering labs at Labcorp will also be at Tier1 cost.

The Hospital agrees that any service performed on an employee under a 1.5 Benefit, should any ancillary service and/or follow up care that may be required as part of or as a result of that service, may be performed by the Tier 2 provider after Prime UM prior approval and will be treated as Tier 1.

Members may access Primary Care Physicians ("PCP") with no pre-authorization and Specialists if referred by their PCPs within the Blue Cross/Blue Shield network (Tier 2) with pre-authorization from Prime UM for in office consultation and it will be treated under the 1.5 benefit as Tier 1 if services are not available within Tier 1 Network or any Preferred Partner within 35 miles of the Hospital. Such approval shall not be unreasonably denied. Such pre-approved authorized services will be treated as Tier 1 and any follow-up care that may be required, performed by the same physician, shall be treated as Tier 1.

D. There shall be no pre-authorization required for office visits (i.e., excluding procedure, testing, x-rays, or surgeries) for Primary Care, Preventative Care, Pediatrician PCP Care, Mental Health Services, OBGYN office visits or Well Woman Care. Tier 1 or Tier 2 rates may apply. Employees or their dependents seeking procedures, testing, x-rays or surgeries at any of the aforementioned providers must obtain pre-authorization from Prime UM, which may direct the employee to a Tier 1 provider for the service or a preferred partner for the service if not available in the Tier1 Network.

   There shall be no preauthorization required for Urgent Care, Emergency Room Services and Emergency Care Procedures.

   Specimen drawn at a Tier 1 provider's office, will be transported at the Employer's cost. Any specimen ordered by a Tier 1 provider and not collected at the Tier 1 provider's office must be collected at a Prime Healthcare facility or Labcorp. However, specimen drawn by a Tier 2 provider must be preauthorized.

   For a list of other services that do not require prior authorization from UM Team when rendered by a Tier1 provider, see Appendix D.

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

F. Continuity of Physicians: As of date of ratification of the renewal of the Agreement, current employees may continue to utilize their PCP physicians. If an employee is currently seeing a Tier 2 specialist for an ongoing medical/surgical condition, Prime UM will review and approve continuity of care for that condition with that Tier 2 specialist. Employees

must send a list to Prime of current providers for review and approval within 60 days of ratification of the renewal of the agreement. Such physicians will be considered Tier 1 providers if primary care, others will be considered Tier 2. All such physicians must be in the Blue Cross/Blue Shield network.

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

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

Prescription Drugs:
Out-of-pocket maximum included in Medical: $2500 individual/$5000 family
Copays: Specialty generic $100
Specialty brand $200
Compound drugs are not covered unless FDA approved and clinically proven to provide a beneficial outcome.

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

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

26.2. Nurses may enroll in the Hospital's Value Plan at rates applicable generally to Hospital employees. Employee contributions are listed in Appendix A. Plan design is listed in Appendix B.

26.3. Prescription Insurance

Effective on January 1, 2024, the prescription insurance for the Hospital's EPO plan is contained in Appendix C.

26.4. In the event the Hospital determines to change the plan design, an equal or greater benefit must be maintained. The Hospital will meet with the Union at least forty-five (45) days prior to such changes or within three (3) business days after quotes are received. The Hospital agrees to notify the Union 30 days prior to a change in Tier 2 network carriers only.

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

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

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

26.7. Life Insurance

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

B. Full- and part-time eligible members of the bargaining unit shall be given the opportunity to apply for optional life insurance. Optional life insurance is offered in increments of one and a half, two- or three-times annual salary up to $500,000. After initial enrollment at the time of employment or implementation of the program, any request above the Guarantee Issue amount for an increase in coverage must be submitted for approval to the insurance carrier with proof of medical evidence of insurability.

26.8. Long Term and Short-Term Disability

A. Long Term Disability (LTD)

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

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

B. Voluntary Short-Term Disability (STD)

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

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

An employee will have the option to exhaust all of his/her seven (7) days of sick time to cover the elimination period prior to the commencement of STD benefits, but if the employee does not have seven (7) days of sick time to cover the elimination time period, the employee will then have the option to exhaust vacation, holiday or personal time to cover the remainder of the seven (7) calendar day elimination period.

26.9. Eligible employees, as set forth in the MERP Plan's Summary Plan Description, will have the ability to participate in the MERP plan.

ARTICLE 27 RETIREMENT

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

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

ARTICLE 28 NON-DISCRIMINATION

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

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

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

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

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

29.4 An employee may inspect the contents of his/her Personnel File in the presence of a Human Resources Department representative under the following conditions:

A. He/she must make an appointment with the Human Resources Department;

B. He/she will not be paid for the time spent inspecting his/her file;

C. Nothing may be removed from the file; and

D. Nothing may be written by the employee on any papers in the file.

Letters of reference will not be subject to inspection.

29.5 All minor infractions (verbal and written warnings) on any employee's personnel record shall not be relied upon for progressive discipline purposes after one (1) year, provided that the one (1) year shall be free of infractions. This provision shall not apply to the employee's attendance record.

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

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

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

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

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

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

providing services to, or interrupting or interfering with, in any way, the normal and regular operations of the Hospital.

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

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

A. Publicly disavow such action by the employees.
B. Advise the Human Resources Department of the Hospital in writing that such action by employees has not been called or sanctioned by the Association.
C. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
D. Post notices at the Association Bulletin Board advising that it disapproves such action and instructing employees to return to work immediately.

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

ARTICLE 31 LABOR MANAGEMENT

31.1 The Management-Association Committee may meet to discuss problems dealing with the implementation of this Agreement and to discuss other labor-management problems that may arise. Such meeting shall be held on a monthly basis at a time agreed to by the parties with an agenda provided by each Party intending to present at least two (2) business days (Monday through Friday) prior to the meeting. If no agenda is provided in compliance with the aforementioned time frame, the meeting may be cancelled by mutual agreement. Should an emergency situation arise, such meeting may be called more frequently by either party giving reasonable advance notification to the other party, prior to the day of the proposed meeting.

31.2 Union officials who volunteer to sit on the above committee, if working, shall be relieved of patient care duties for the duration of such meetings so long as the Hospital or patients shall not be disadvantaged by their attendance and the nurse's duties are covered; these nurses will be paid their hourly rate for the duration of the meeting. If union officials are scheduled off when the meeting occurs, they will be paid their hourly rate to attend.

ARTICLE 32 GENERAL

32.1 After ratification of this agreement, the Employer will reimburse each full-time employee up to one hundred dollars ($100) and each part-time employee up to seventy-five dollars ($75) for uniforms and equipment per calendar year. Employees must submit their reimbursement requests before the conclusion of the calendar year to be eligible for reimbursement.

A. The employer shall make all reasonable efforts to work with the employees to complete the necessary submission through Concur (or other electronic form) for the reimbursement.
B. The Employer shall provide annual Concur training and provide access to the Concur website or application.

32.2 The Hospital and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the

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

ARTICLE 33 SEPARABILITY

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

ARTICLE 34 CANCELATION/ON-CALL

34.1 The on-call rate for RNs shall be $5.00 per hour. Employees who are scheduled “on call” shall not have the scheduled shift canceled.

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

34.3 Employees in OR, IR, PACU and SPU must provide a phone number to the Hospital where they can be reached while on call.

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

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

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

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

34.8 Should fluctuations in census require cancellation of staff to meet the agreed upon staffing guidelines, the order of cancellation shall be as follows:

A. Agency Nurses

B. Nurses working shifts picked up after the schedule has been posted that result in overtime, extra shifts, and bonus shifts.

C. Nurses who volunteer for cancellation

D. Per Diems full-time and part-time staff on a rotating basis.

Each full-time and part-time staff may only be canceled for one (1) regularly scheduled shift per calendar month

Before being canceled on a regularly scheduled shift, the affected staff member may be given the following options, if available, as determined by management:

1. Staff members shall be allowed to complete mandatory education and competencies due within the current schedule.
2. Perform functional duties to support staff as defined below in any unit.

- Act as a PCA
- ED Admission Tasks (Lab, Line, EKGs, etc.)
- Act as a phlebotomist
- Discharge and DC Education
- Transport
- EKG and labs
- Cover lunches, Cover breaks
- One on ones
- Act as a unit secretary
- Act as a monitor tech
- Relieve another staff member to complete mandatory education or competencies.

34.9.1 Management will provide notice of cancellation two hours prior to the start of the cancelled employee's shift. If cancellation occurs after a nurse has begun working a shift, cancellation will not take place until at least two hours of the shift has been completed, unless the nurse volunteers to leave earlier. Employees may use vacation, holiday, or sick time for cancelation; the use of sick time for cancelation shall be capped at 48 hours per year.

ARTICLE 35 CALL BACK PAY

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

ARTICLE 36 TUITION REIMBURSEMENT, CONTINUING EDUCATION AND CERTIFICATION BONUS

36.1

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

B. For part-time employees, the maximum benefit is $2,000 per year.

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

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

36.2 Employees who successfully complete preparatory courses towards an approved certification and obtain the certification, may be reimbursed under Section 36.1, up to the limits set forth in Section 36.1.

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

36.4

A. All current full-time and, part-time employees are eligible to receive the following certification bonus set forth below based on their FTE status:

Full-time $500

Part-time employees $300

The specialty certification must be germane to the full-time and part-time employees assigned area of practice. Such certifications shall be from a nationally recognized nursing organization and approved by the Employer, in its discretion. Examples of some approved certifications are set forth below:

- Certifications offered and accredited by the American Nurses Association
- American Association of Critical Care Nurses
- Board of Certification for Emergency Nursing

- Oncology Nursing Certification Corporation
- National Certification Board for Perioperative Nursing Inc.
- American Board of Post-Anesthesia Nursing Certification
- American Association of Diabetes Education
- Certifying Board of Gastroenterology Nurses and Associates
- National Board of Certification of Hospice Nurses
- Orthopedic Nurses Certification Board

To qualify, the nurse must provide proof of successful completion of certification requirements, including effective date and expiration of the certification. Employees are limited to one certification per year.

B. Full-time employees who successfully complete the initial requirements for certification and obtain the certification are eligible for reimbursement of expenses incurred in registering for the certification and/or certification exam up to a total of $500 related to the initial certification. Part-time employees who successfully complete the initial requirements for certification and obtain the certification are eligible for reimbursement of expenses incurred in registering for the certification and/or certification exam up to a total of $300 related to the initial certification. The employee must provide proof of certification. An employee who seeks reimbursement of their expenses are is ineligible to also receive the certification bonus in a given year, regardless of the amount of money sought in the expense reimbursement.

36.5 The Hospital will offer a four (4) hour shift of paid work time to each member of the bargaining unit, in each quarter, in order for the employee to complete his/her Healthstream training obligation. In a quarter for which the employee is assigned BLS, ACLS, PALS, the Hospital will offer eight (8) hours of paid work time for the employee to complete his/her Healthstream training obligation for that quarter. If the employee is working prior to the commencement of the four (4) hour shift, he/she must clock out and clock back in as education time. The four (4) hour and/or eight (8) hours of work

time does not need to be performed in a single block of time. The employee shall make all reasonable efforts to avoid the education time creating an overtime scenario. If overtime is necessary, then the employee must receive prior authorization from his/her manager. At the end of each quarter, the employee must not have any past due Healthstream training obligations or else will be subject to disciplinary action.

For nurses in applicable positions, who are interested in obtaining a NRP certification, the Hospital will make every attempt to provide a training class and the certification test twice a year, conducted by a certified educator. Nurses attending this class and test will be compensated under education time.

ARTICLE 37 STAFFING

37.1 The Hospital will maintain the staffing guidelines agreed to on February 26, 2025 for each clinical nursing unit encompassing ancillary staff. Copies of the guidelines will be posted on each unit.

37.2 In the event of emergent circumstances (including but not limited to holes in the schedule, call outs and increase in census) that render the Hospital unable to adhere to the staffing guidelines, the Hospital shall exhaust all reasonable steps to comply with the guidelines.

A. The Hospital will not cancel (according to Article 34) below the agreed up on staffing grids.
B. In the event of such emergent circumstances, the Charge Nurse of the work area shall notify the nursing office of the situation. The temporary reassignment language of Article 17 shall be used, if possible, to remedy the situation, failing which the following resources shall be considered:
    - Contacting, via texts or phone calls, employees to work
    - Assigning per diem to the shift.
    - Offering voluntary hours to regularly scheduled employees.
    - Staff may be offered a bonus program at discretion of management.
    - Nursing leadership may assist with patient care

If all of the previous options have been attempted, Hospital may utilize third-party agency staff.

C. If the Hospital determines changes to the guidelines are necessary or creates a new service line, the Hospital shall negotiate (to impasse or agreement within 60 days) the new guidelines with the Association. Guidelines for any new unit shall be consistent overall with the guidelines for other units, accounting for difference in acuity and patient care.
D. The Hospital shall provide a Charge Nurse with a lower patient assignment to the ED. The Charge Nurse shall function as the triage.
E. Management will round routinely on the units to assess unit acuity and staffing needs.
F. The guidelines shall include adequate coverage for breaks, lunches, and time off within the budgeted FTEs of the unit. In an emergency, the Hospital may pull or float nurses below the guidelines, provided they have exercised all options under Section 37.3.
G. In the event of a dispute about staffing to the guidelines, the parties agree to the following process:
    1. The Union shall bring its claim that the Hospital is not following the guidelines to the unit manager or his/her designee for explanation and collaborative resolution.
    2. If the discussions with the unit manager does not resolve the dispute, the Union shall bring its claim to the NPQC or Labor Management, whichever is earlier, to engage in collaborative review and resolution discussion.
    3. If the parties fail to agree to a resolution at the NPQC or Labor Management, the dispute may be submitted to the grievance per Article 10 of the CBA.
    4. The Union will not arbitrate any grievance regarding staffing levels for non-union staff.

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

37.3 The Hospital will provide a policy regarding the expectations and roles of RNs and LPNs when working together on a unit. The Hospital may change the policy from time to time with a minimum of 60 days' notice. During the Labor Management meetings that occur during those 60 days, the parties will discuss the reasons for the change and the Hospital will consider input from the union members. The policy will be consistent with the scope of practice provided for in the Pennsylvania statute for RNs and LPNs. If the Hospital makes changes to the policy, they shall educate the employees of the changes.

ARTICLE 38 PER DIEMS

1. The Parties agree that a shift worked by a Per Diem nurse can be four (4), eight (8) or twelve (12) hours, except for Holiday and hard-to-fill shifts.

The tiers are as follows:

A. Tier 1 per diem employees will work twenty-four (24) hours in a six (6) week schedule, and will not be required to regularly work weekends, holidays or hard-to-fill shifts. A Tier 1 per diem nurse can pick up additional shifts beyond their commitment on weekends, holidays and hard-to-fill shifts.
B. Tier 2 per diem RNs will work forty-eight (48) hours in a six (6) weeks schedule, and one (1) hard-to-fill and one (1) holiday shift per calendar year. They will not be required to work weekends, but can pick up weekend shifts beyond their commitment.
C. Tier 3 per diem RNs will work sixty (60) hours in a six (6) weeks schedule, with twelve (12) of those hours a weekend shift, and one (1) hard-to-fill shift and one (1) major holiday per calendar year.

ARTICLE 39 POLITICAL ADVOCACY FUND

Upon provision to the Hospital of a voluntary deduction form, employees may elect to contribute an amount specified by the

employee to the PASNAP political action fund. Such deductions will be forwarded to PASNAP prior the end of the month for which the deduction was made. The deduction shall be accompanied by a list of individuals and the amounts they have elected. Political action fund contributions shall be separate from the dues deductions. SGNA/PASNAP agrees to hold the Hospital harmless and indemnify it in all respects for any claims (including attorney fees) related to those deductions.

ARTICLE 40 WEEKEND PROGRAM

40.1. The weekend positions shall be initially offered to the current employees of the unit. If after the initial bidding process the positions have not been filled, then the open weekend positions shall be posted according to the CBAs, if the FTEs are available.

A. A RN working 4/4 weekends ("eight shift weekend") or 3/4 weekends ("six shift weekend") in a 4-week schedule shall be classified as 0.6 FTE. A RN working 4/4 weekends and a weekday shift (AM/PM) in each pay week "weekend plus") shall be classified as 0.9 FTE.

B The hospitals' goal is to create additional weekend positions during the life of the contract to reach the level in which full-time and part-time RNs are not required to work more than one (1) weekend during each four (4) week schedule (or more, provided the schedules and needs of the hospital are met). After the initial program launch, when the need arises, the employer may post weekend positions as determined by management after consultation with the scheduling committee on the unit. The Employer will follow the procedures contained in the CBAs.

40.2. This will not increase or decrease the total of FTEs per unit, rather employees will bid into these positions and their full time or part time positions will not be posted. Positions will be posted to maintain the current total FTEs. The Parties agree that the bargaining unit RNs enrolled in the Weekend Program will not exceed twenty-five (25%) percent of the composition of the bargaining unit positions in each unit.

40.3. The bidding practice shall be according to provisions set forth in Article 16 of the CBA.

40.4. Weekend RNs shall work twelve (12) hour shifts. The “weekend” is defined as commencing at 7:00 pm on Friday and ending at 7:00 am on Monday, as the term is defined in CBA Article 6.8a).

40.5. Wages: Weekend RNs shall be paid at the rates listed below

RN Rate

RN	2023
Six shift weekend	Wage scale + $20 differential
Eight shift weekend	Wage scale + $25 differential
Weekend plus	Wage scale + $25 differential

40.6. Benefits: A RN employed through the Six Shift Weekend Program will be offered benefits, including healthcare, vacation and sick time associated with a 0.5 FTE position. A RN employed through the Eight Shift Weekend Program will be offered benefits, including healthcare, vacation and sick time associated with a 0.6 FTE position. A RN employed through the Weekend Plus Program will be offered benefits, including healthcare, vacation and sick time associated with a 0.9 FTE position.

40.7. All Weekend program RNs are required to work only one major holiday (as defined by Article 22.4) per calendar year. Should no major holidays fall on one of the previously described weekend times, the major holiday shift worked during the week will count towards their weekend shift commitment immediately following the holiday shift. Said requirement is in addition to the Weekend program nurses’ obligation to cover minor holidays that fall on a weekend, just like any other weekend shift. Weekend program nurses will be eligible for holiday pay.

40.8. A bargaining unit nurse hired pursuant to a Weekend Program will be eligible for holiday pay and be compensated at a rate of one and one half times his/her straight time wage rate set forth in CBA Appendix A, for any holidays that the Weekend Program RN works, which falls on a weekday. However, Weekend Program RNs will be eligible for holiday pay plus their corresponding weekend program shift differential for any holidays that the Weekend Program RN works on a weekend.

40.9. If a weekend RN works any shifts above their required FTE, the RN shall be paid their weekend program rate and any applicable bonuses.

40.10. Vacation coverage for weekend program RNs will be the responsibility of the scheduling committee and management not on the employee.

40.12 Vacation Bank Cash Out: Employees may elect to cash out their vacation bank prior to starting the twelve (12) hour weekend program. The bank will be paid out at the employees' non-weekend rate. Employees transferring from the weekend program to a regular (non-weekend) position may cash out their bank of vacation earned as a weekend employee at the appropriate rate. Employees transferring into the weekend program from a regular (non-weekend) position or vice-versa may access the vacation and sick time banks accrued in the regular position at the appropriate rate.

40.13. Overtime: When a weekend RN works more than forty (40) hours in a work week, overtime will be applied to hours which triggered the overtime. If the overtime hours occur on a weekday, the overtime will be paid at one and one half times the applicable rate. If the overtime results from hours worked on the weekend, the overtime will be paid at one and one half times the weekend rate.

40.14 For purposes of uniforms (Article 32.1), six shift and eight shift weekend RNs will receive $75 and weekend plus RNs will receive $100 uniform allowance annually.

40.15 For purposes of tuition reimbursement (Article 36), six shift and eight shift weekend RNs will be eligible for reimbursement at

part-time employee rates and weekend plus RNs will be eligible for full time employee reimbursement rates.

40.16. The Parties agree that the bargaining unit RNs hired into and participating in the Six Shift and Eight Shift Weekend Program will, for purposes of CBA Section 14.1(c)(5), 14.1(e) and 14.1(g), be considered part-time employees and the Weekend Plus Program participants, will be considered full-time employees.

40.17. If a bargaining unit RN wishes to transition from one Weekend Program to another Weekend Program, he/she must communicate said request, in writing, to the Employer's Chief Nursing Officer, who will review with the bargaining unit RN, his/her eligibility for the transition as well as the new commitment for the contemplated alternative Weekend Program and have the bargaining unit RN complete a "Weekend Program Request" form prior to transitioning into a different Weekend Program.

40.18. The Parties agree that if a bargaining unit RN is hired to work, pursuant to the requirements of a given Weekend Program, and fails to satisfy the minimum shift requirement of that program, the bargaining unit RN will be transitioned out of the Weekend Program, and offered the opportunity to work for the Employer as a part-time RN, paid in accordance to the wage rates set forth in CBA Appendix A, i.e., no longer at the higher wage rates paid pursuant to the three Weekend Programs.

ARTICLE 41 NURSE PRACTICE AND QUALITY COMMITTEE

41.1

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

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

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

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

E. It will be the responsibility of the co-chairs of the Committee to facilitate that work area representatives gather input from, and give feedback to, their representative respective work areas.

F. The Committee chair shall be compensated two (2) hours each month, provided that the meeting occurs for the month. This time shall be used to prepare for the meeting. Cancellation notice for the meeting shall be provided by either party seven (7) days prior to said meeting.

ARTICLE 42 HEALTH AND SAFETY

42.1 The Hospital shall provide a safe and healthy environment.

42.2 The Hospital shall track and notify the Union of all instances of violence occurring in the Hospital within 24 hours, or as soon as practicable. This includes verbal attacks, bullying, threats, physical abuse or assaults. In the event of a situation as defined above, additional staff, including security staff, shall be assigned to the impacted unit until the assaulted behavior is controlled as mutually agreed between the employee and the Hospital. The Hospital shall

notify law enforcement following discussion and consent of the employee.

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

42.4 The Employer will establish a Joint Health and Safety Committee comprised of four (4) Union and four (4) management representatives to develop a comprehensive workplace violence prevention program within 90 calendar days of ratification to this agreement in accordance with the provisions of Section 5. Employees will be paid to attend these meeting.

42.5 The Committee shall develop a violence prevention plan which shall include the following components:

A. Workplace Risk Assessment – an analysis of all of the factors that may place an employee at risk of workplace violence. These factors shall include, but not limited to, working with individuals in crisis, working directly with volatile individuals, working late at night or early in the morning, absence or presence of security personnel, working alone, visibility and lighting, staffing patterns.

B. Risk Mitigation Program – provides specific methods to address each identified workplace risk.

C. Administrative Practice Controls – including creating a uniform reporting structure, instituting and publicizing a zero-tolerance policy, prohibiting employees from working alone, establishing policies for code response which emphasize employee safety and emergence evacuations.

D. Employee Health and Safety Training – mandatory violence prevention training will be provided each year for all bargaining unit members to attend. The training shall be interactive and not solely online.

E. Program Evaluation – the Committee should review the program on a bi-annual basis and after each incident of

workplace violence. The review should include analyzing possible modifications to risk mitigation measures after each incident, surveying employees after modification to ascertain effectiveness, reviewing compliance with OSHA and State reporting requirements, consulting with law enforcement or health and safety experts to evaluate the overall prevention program.

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

ARTICLE 43 DISCIPLINE AND DISCHARGE

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

43.2 The Employer will utilize the principles of just cause when issuing discipline up to and including termination.

43.3 A specific work rule violation shall be cited on all discipline issued.

43.4 The Employer agrees that alternative forms of discipline exist and may be agreed upon by the parties to retain an employee.

43.5 No employee shall be called to a meeting that may result in discipline without a Union representative present (which includes telephonic or virtual participation) unless the employee waives his/her right in writing.

43.6 The Hospital will notify the Union president, grievance representative, and staff representative of all suspensions and discharges via email within 24 hours.

43.7 All minor infractions (verbal and written warnings) on any employee's personnel record shall not be relied upon for progressive discipline purposes after one (1) year, provided that the one (1) year shall be free of infractions. This provision shall not apply to the employee's attendance record. (see Section 29.5)

ARTICLE 44 JUST CULTURE AND DISCIPLINE

A. The parties agree that it is in the best interests of the bargaining unit and the Hospital to maintain operational efficiencies and appropriate patient outcomes without the need for discipline. To that end, the parties recognize that the Just Culture community model has been demonstrated to have a positive impact on employee morale, while also having measurable, cost effective impact on improving patient outcomes and reducing errors. Accordingly, the parties agree to employee the Just Culture community model and incorporate its algorithm into the disciplinary procedure applicable to the bargaining unit.

B. Step 3 grievances shall be scheduled for 90 minutes so the parties to the Step 3 can discuss their respective views on how Just Culture should impact the outcome of the case.

C. The parties agree that Just Culture does not apply to Attendance and Lateness discipline.

D. Joint training on Just Culture shall be provided to Management and Union representatives during regularly scheduled work hours.

E. Arbitrators who are appointed to hear discipline cases shall have been trained in Just Culture.

ARTICLE 45 TERM OF AGREEMENT

This Agreement will go into effect February 28, 2026 and will continue in full force and effect until December 1, 2027, and thereafter from year to year unless either party gives written notice

electronically to the other party ninety days prior to the expiration date, or of any succeeding yearly expiration date, of a desire to negotiate the respect to the terms and conditions of this Agreement.

APPENDIX A WAGE GRIDS

Suburban Community Hospital – PASNAP RN Wage Grid					
1st Full Pay Period After Ratification of Contract		December 2025		December 2026	
Years of Experience	Current Rate	Years of Experience	Current Rate	Years of Experience	Current Rate
Start	$40.00	Start	$40.00	Start	$40.00
1 Yr.	$40.80	1 Yr.	$40.80	1 Yr.	$40.80
2 Yr.	$41.62	2 Yr.	$41.62	2 Yr.	$41.62
3 Yr.	$42.45	3 Yr.	$42.45	3 Yr.	$42.45
4 Yr.	$43.30	4 Yr.	$43.30	4 Yr.	$43.30
5 Yr.	$44.16	5 Yr.	$44.16	5 Yr.	$44.16
7 Yr.	$45.05	7 Yr.	$46.40	7 Yr.	$47.79
10 Yr.	$45.95	10 Yr.	$47.33	10 Yr.	$48.75
15 Yr.	$46.87	15 Yr.	$48.27	15 Yr.	$49.72
18 Yr.	$47.80	18 Yr.	$49.24	18 Yr.	$50.71
20 Yr.	$48.76	20 Yr.	$50.22	20 Yr.	$51.73
25 Yr.	$49.73	25 Yr.	$51.23	25 Yr.	$52.76
30 Yr.	$50.73	30 Yr.	$52.25	30 Yr.	$53.82
35 Yr.	$51.74	35 Yr.	$53.30	35 Yr.	$54.90

Suburban Community Hospital – PASNAP LPN Wage Grid					
1st Full Pay Period After Ratification of Contract		December 2025		December 2026	
Years of Experience	Current Rate	Years of Experience	Current Rate	Years of Experience	Current Rate
0	$30.90	0	$31.21	0	$31.52
1	$31.52	1	$31.83	1	$32.15
2	$32.15	2	$32.46	2	$32.78
3	$32.80	3	$33.11	3	$33.44
4	$33.44	4	$33.78	4	$34.10
5	$34.11	5	$34.45	5	$34.79
6	$34.63	6	$35.14	6	$35.48
7	$35.14	7	$35.67	7	$36.19
8	$35.68	8	$36.20	8	$36.74
9	$36.20	9	$36.75	9	$37.28
10	$36.75	10	$37.29	10	$37.85
11	$37.31	11	$37.85	11	$38.41
12	$37.86	12	$38.43	12	$38.99
13	$38.43	13	$39.00	13	$39.58
14	$39.01	14	$39.58	14	$40.17
15	$39.59	15	$40.18	15	$40.77
PRN	$36.75	PRN	$37.29	PRN	$37.85

APPENDIX B EMPLOYEE CONTRIBUTIONS TO PRIME HEALTH PLAN

PER PAY PERIOD EMPLOYEE CONTRIBUTIONS TO EPO PLAN

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

Full-Time Employees

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

Part-Time Employees

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

Delta Dental DPPO Plan

Employee Only $3.60
Employee + Spouse $6.89
Employee + Child(ren) $7.94
Employee + Family $11.67

PER PAY PERIOD, EMPLOYEE CONTRIBUTIONS TO VALUE PLAN

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

Value Plan

Employee Only $46.98
Employee + Spouse $109.75
Employee + Child(ren) $91.64
Family $182.90

Delta Dental DPPO Plan

Employee Only $3.60
Employee + Spouse $6.89
Employee + Child(ren) $7.94
Employee + Family $11.67

APPENDIX C PLAN DESIGN

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

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

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

VALUE PLAN DESIGN

Effective Date	1/1/2020	
Tier 1 PCP Mandatory	No	
Tier 2 PCP Allowed	Yes	
1.5 Benefit Mile Radius	Not Available	
Eligibility	First of the month following or coinciding with two months from the date of hire	
Provider Network	Tier 1 Prime Healthcare Network	Tier 2 Blue Shield of CA/BCBS BlueCard Network
Annual Deductible		
Individual	$2,500	$5000
Family	$5,000	$10,000

Annual Out-of-Pocket Maximum		
Individual	$3,000	$5,500
Family	$6,000	$11,100
RX Annual Out-of-Pocket Maximum		
Individual	Combined with Medical Tier 2 OOP maximum	
Family		
Hospital, Emergent Care		
Inpatient	Deductible plus 20% insurance	$500 copay plus deductible then 60% coinsurance
Outpatient, Facility	FACILITY: Deductible plus 20% coinsurance AMBULATORY SURGICAL CENTER: $250 copay plus deductible then 20% coinsurance	FACILITY: Deductible plus 60% coinsurance AMBULATORY SURGICAL CENTER: $750 copay plus deductible then 60% coinsurance
Emergency Room (copay waived if admitted	$300 copay (no deductible, no coinsurance)	$300 copay plus deductible then 60% coinsurance
Ambulance (per trip)	$300 copay plus deductible then 30% coinsurance per trip	
Sleep Study, DME Supplies		
Home Study/Lab Facility Study	Not covered	
Sleep Study Supplies		
Bariatric Procedure		
Facility	Not covered	
Physician Care		
Dialysis	20% coinsurance, no deductible	Deductible plus 60% coinsurance
Limitations	39 lifetime visits	
Home Health Care	20% coinsurance, no	Deductible plus 60%

	deductible	coinsurance
Limitations	24 visits per calendar year	
Office Visits, Other Out-Patient Care		
Primary Care Physician (PCP)	$20 copay	$60 copay
Specialist	$40 copay	$100 copay plus 20% coinsurance. No deductible
Urgent Care	$40 copay, no deductible	$100 copay plus deductible then 60% coinsurance
Chiropractic	20% coinsurance, no deductible	Deductible plus 60% coinsurance
Limitations	20 visits per calendar year combined	
Rehabilitation Therapies (Physical, Occupational & Speech)	20% coinsurance, no deductible	Deductible plus 60% coinsurance
Limitations	24 visits per calendar year combined	
Lab, X-Ray, Radiology (non-preventive)	Office visit copay applies; 20% coinsurance No deductible at a Prime Hospital or Facility	Deductible plus 60% coinsurance
DME Supplies	20% coinsurance, no deductible	Deductible plus 60% coinsurance
Prescription Drugs	OptumRx	
Formulary Generic	$25 copay	
Formulary Brand	$100 copay	
Specialty Generic (OptumRx specialty pharmacy	$200 copay	
Specialty Brand (OptumRx specialty pharmacy)	$300 copay	
Days of Supply	Up to a 30 day supply	
Mail Order	OptumRx	
Formulary Generic	$50 copay	

Formulary Brand	$200 copay
Days of Supply	Up to 90 day supply

APPENDIX D LIST OF SERVICES THAT DO NOT NEED PREAUTHORIZATIONS

List is available on Prime Website @ https://ehp.primehealthcare.com/about-your-health-plan/, as updated March 1, 2023. Prime may add items to this list, but cannot remove items without a prior notice of thirty (30) days to the union.

APPENDIX E SUBURBAN COMMUNITY HOSPITAL UNION REPRESENTATION WAIVER FORM

This form shall be completed prior to the beginning of the meeting, or at whatever time the Employee chooses to invoke his/her decision to waive his/her rights to representation during the discipline meeting/interview. If the employee chooses to waive representation during the course of the meeting, the Union Representative shall sign the form as well.

I hereby waive my right to Union representation during a meeting on _____ and it is understood that this meeting may result in disciplinary action.

I further understand that during this meeting if I feel I need representation, I can invoke my Weingarten rights. I may also secure representation for future meetings, and that this is a waiver for this occasion only.

_____ _____
Employee Signature Date

_____
Employee Name

_____ _____
Manager Signature Date

_____
Manager Name

_____ _____
Union Representative Signature (if applicable) Date

_____
Union Representative Name (if applicable)

STAFFING GRIDS

MED SURG/TELEMETRY									
Day					Night				
Census	*Transi-tional*	*RN*	*LPN/ RN*	*PCA/ MT*	*Census*	*Transi-tional*	*RN*	*LPN/ RN*	*PCA/ MT*
18	1	2	2	2	18	1	2	2	2
17	1	2	2	2	17	1	2	2	2
16	1	2	2	2	16	1	2	2	2
15	1	1	2	2	15	1	1	2	2
14	1	1	2	2	14	1	1	2	2
13	1	1	2	2	13	1	1	2	2
12	1	1	2	2	12	1	1	2	2
11	1	1	2	2	11	1	1	2	2
10	1	1	1	2	10	1	1	1	2
9	1	1	1	1	9	1	1	1	1
8	1	1	1	1	8	1	1	1	1
7	1	1	1	1	7	1	1	1	1
6	1	1	1	1	6	1	1	1	1
5	1	1	1	1	5	1	1	1	1
4	0	1	1	1	4	0	1	1	1
3	0	1	1	1	3	0	1	1	1
2	0	1	1	1	2	0	1	1	1
1	0	1	1	1	1	0	1	1	1

The Hospital will attempt to fill the LPN/RN column position with an LPN, but if an RN is utilized the Union will not grieve the staffing.

The Hospital will attempt to fill the PCA/MT positions as stated in the guidelines. The Union will not grieve the absence of these staff where there are no patients on monitors.

EMERGENCY DEPARTMENT				
	RN	LPN	PCA	UC
0700 - 1900	2	1	1	1
1900 - 0700	2	1	1	1

	RN/LPN
1500-2300	1

MEMORANDUM OF UNDERSTANDING
Between
Suburban General Nurses Association/PASNAP **and**
Prime Healthcare d/b/a Suburban Behavioral Health Campus of Roxborough Memorial Hospital

Subject: Continuation of Collective Bargaining Agreement Following Senior Behavioral Health Unit Conversion

This Memorandum of Understanding (MOU) is entered into by and between Suburban General Nurses Association/PASNAP (hereinafter "the Union") and Prime Healthcare d/b/a Suburban Behavioral Health Campus of Roxborough Memorial Hospital (hereinafter "the Hospital") on this 11th day of August, 2025.

Background

The Hospital has undertaken a restructuring of services that includes the conversion of existing facilities into a **15-bed Senior Behavioral Health Unit (SBHU)**. In recognition of this operational change, both parties wish to confirm their mutual understanding regarding the application of the current Collective Bargaining Agreement (CBA).

Agreement

1. **Continuation of the CBA**
   The parties agree that **all provisions of the current Collective Bargaining Agreement between the Union and the Hospital shall remain in full force and effect** and shall apply to bargaining unit employees working in the newly established 15-bed Behavioral Health Unit.

2. **Bargaining Unit Inclusion**
   Positions created or reassigned within the Behavioral Health Unit that fall within the scope of the bargaining unit as defined in the CBA shall be covered by the terms and conditions of the Agreement.

3. **No Waiver**
   This MOU does not constitute a waiver by either party of any rights or obligations under the current Collective Bargaining Agreement or under applicable labor laws.

4. **Duration**
   This MOU shall remain in effect for the duration of the current Collective Bargaining Agreement and may be extended or modified by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the date first written above.

For the Union:
Name: Andrea Small, RN
Title: President, SGNA
Signature: Andrea Small R.N.
Date: August 11, 2025

For the Hospital:
Name: Kevin Carrion
Title: Human Resources Director
Signature:
Date: August 11, 2025