

Collective Bargaining Agreement

By and between

**Pennsylvania Association of Staff
Nurses and Allied Professionals/
Pennsylvania Independent Nurses**

and

Butler Memorial Hospital

Effective April 17, 2016 through April 16, 2019

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I. PREAMBLE

- 1.01 This Agreement made and entered into effective April 17, 2016, by and between BUTLER MEMORIAL HOSPITAL, hereinafter referred to as the "Hospital," located at Butler, Pennsylvania, and PENNSYLVANIA INDEPENDENT NURSES, affiliated with the PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS, hereinafter referred to as the "Union," the representative of the Nurses in the bargaining unit as certified by the National Labor Relations Board in Case No. 6-RC-11043.

II. INTENT AND PURPOSE

- 2.01 The Union and the Hospital mutually recognize that complete, uninterrupted patient-care of the highest possible quality is of vital importance to the health, welfare, safety, and comfort of the community and agree to cooperate in administering this Agreement with these interests always paramount.
- 2.02. In furtherance of this intent, officials of the Hospital and the Union will, upon mutual agreement, meet and attempt to resolve problems arising under this Agreement.
- 2.03 It is recognized that the Hospital is a health care institution within the meaning of the National Labor Relations Act. The Union recognizes the obligations of its members to render optimum patient care and service with warmth and compassion so as to transmit to the patients a sense of security and dignity. The Union offers its full cooperation in fostering these patient care and service values.
- 2.04 We are committed to the provision of quality health care. We will work together in a dedicated effort toward prevention and error-free work. We will identify and understand the requirements of all of our external customers and perform our duties error-free, on time, every time, conforming to those requirements. We will communicate our system of quality and our commitment to customers and suppliers through education, our attitude, and our actions. We will seek opportunities for continuous improvement in all of our undertakings and work processes by encouraging innovation, creativity, and strategic thinking.

III.

- 3.01 Intentionally Left Blank

IV. RECOGNITION

- 4.01 The Hospital recognizes the Union to the extent required by law as the exclusive collective bargaining representative for full time and regular part time Staff Registered Nurses as herein defined employed by the Hospital at its East Brady Street facility in Butler, Pennsylvania, excluding all other employees, confidential employees, management employees, guards, and supervisors, as defined by the National Labor Relations Act.
- 4.02 Definitions.
- A. Nurse. The term “Nurse” as used in this Agreement shall mean a Staff Registered Nurse who is employed by the Hospital in Nursing Services in a position included in the bargaining unit which the Union is certified to represent at the Hospital. Unless otherwise specified, the term “Nurse” shall refer only to an employee who has successfully completed her Introductory Period and who qualifies as a Full Time Nurse or Regular Part Time Nurse as defined by this Agreement, but shall not include any Nurse working on a casual basis.
 - B. Full Time Nurse. The term “Full Time Nurse” as used in this Agreement refers to a Staff Registered Nurse covered by this Agreement who is scheduled for and working either eighty (80) hours per pay period or forty (40) hours per week or a thirty-six (36) hour per week schedule designated as full-time pursuant to Article XXXIII consistently throughout the course of the year.
 - C. Part Time Nurse. A “Part Time Nurse” covered by this Agreement is a Staff Registered Nurse scheduled for and working sixteen (16) hours or more per pay period, but less than eighty (80) hours per pay period, consistently throughout the course of the year. A Nurse working thirty-six (36) hours per week and/or seventy-two (72) hours per pay period pursuant to a schedule designated as full-time by Article XXXIII will be considered as such and not as a Part Time Nurse. Part Time Nurses are eligible for fringe benefits under this Agreement only to the extent expressly provided for in this Agreement and subject to the Nurse satisfying all of the qualifications therefore.
 - D. Temporary Nurse. The term “Temporary Nurse” as used in this Agreement refers to a Staff Registered Nurse who is hired by the Hospital for a period not to exceed six (6) months and is so informed at the time of hire, and furthermore, who is hired to

fill a limited or temporary job, to fill a manpower shortage of limited duration, to work on a special project, or to replace a Nurse absent due to illness, leave, or vacation. A Temporary Nurse shall not accumulate seniority and is not covered by or subject to the terms of this Agreement. If a Temporary Nurse is hired for a Nurse position covered by this Agreement while working as a Temporary Nurse, seniority shall be calculated based only upon hours worked as a Nurse covered by this Agreement, but hours worked as a Temporary Nurse may be credited towards fulfillment of the Introductory Period.

- E. Graduate Nurse. The term “Graduate Nurse” as used in this Agreement refers to a Nurse employed by the Hospital in Nursing Services who has completed the educational requirements to become a Registered Nurse but who has not yet been licensed as such. Hours worked by a Graduate Nurse who successfully becomes a Staff Registered Nurse covered by this Agreement shall be credited toward fulfillment of the Introductory Period but shall not be counted in the calculation of the seniority of that Nurse under Article XI of this Agreement. A Graduate Nurse shall not be covered by or be subject to the terms of this Agreement in any way, however, the Hospital may extend to or credit a Graduate Nurse with the fringe benefits under this Agreement.
- F. Casual Nurse. A “Casual Nurse” is defined as a Nurse who is normally scheduled to work an average of less than sixteen (16) hours in a pay period and/or a Nurse who works on an as needed or as available basis. Casual Nurses shall not accumulate seniority and shall not be covered by or be subject to the terms of this Agreement.
- G. Workload Adjustment Hours. The term “Workload Adjustment Hours” as used in this Agreement refers to the use of voluntary unpaid, time off to reduce staffing. Workload Adjustment Hours will be counted as hours worked for purposes of accrual of seniority pursuant to Article XI of this Agreement, accrual of vacation pursuant to Article XVI of the Agreement, and accrual of sick leave pursuant to Article XVII of this Agreement.

V. UNION MEMBERSHIP AND DUES DEDUCTION

- 5.01 It shall be a condition of employment that all Nurses covered by this Agreement shall become and remain members in good standing for the duration of this Agreement. Those who are still in the Introductory Period on

the execution date of this Agreement and those hired after such date shall, as a condition of employment, on or after the 31st day of the execution of this Agreement, or completion of the Introductory Period, become a member in good standing for the duration of this Agreement. A Nurse shall fully satisfy the requirements of this Section by tendering all fees and dues uniformly required of members generally.

- 5.02 The Hospital shall deduct dues payable to the Union from wages of each Nurse-member of the certified bargaining unit for whom it has been provided a current voluntary written authorization therefore which is in compliance with all of the requirements of the National Labor Relations Act. The Union will notify the Hospital of the amount of the membership dues and of any subsequent change in the amount. The Hospital will remit such deducted dues to the Union within ten (10) days after the pay day on which they are deducted.
- 5.03 Nurses may voluntarily elect to contribute to the PASNAP political action fund and have such amount deducted from their pay. Nurses desiring to make such a deduction must provide a written authorization therefore on the form agreed upon by the Hospital and the Union for this purpose. Such authorizations shall be provided to the Hospital by the designated Union representative and the deductions will become effective in the next succeeding pay period following presentation. The amount to be deducted must be designated by the Nurse and be uniform from pay period to pay period and once made, must remain in effect through the last pay period of that calendar year. The deductions will continue in and through the next calendar year unless the Hospital is provided with a written notice of revocation prior to December 31. Such deductions will be forwarded to PASNAP on a monthly basis. The payment will be accompanied by a list of the Nurses for whom deductions have been made and the amount of their deductions. The deductions and payment therefore will be separate from dues deductions.
- 5.04 The Union shall indemnify, defend, and save the Hospital harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Hospital under the provisions of this Article.

VI. MANAGEMENT

- 6.01 The functions and responsibilities of Management are retained and vested exclusively in the Hospital except as otherwise specifically abridged or modified by the express provisions of this Agreement. The rights reserved to the Hospital include all matters of inherent managerial policy plus those necessitated by the unique nature of Hospital operations.

- 6.02 The Hospital reserves the right to establish and administer policies and procedures, training, operations, services, and maintenance; to hire, to promote, to transfer, furlough, and recall employees to work; to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees and duties to be performed by them; to maintain the efficiency and effectiveness of employees; to establish, expand, reduce, appoint, combine, consolidate or abolish any job classification, department, operation, or service, to determine staffing patterns and areas worked; to introduce new equipment and supplies; to control and regulate the use of facilities, supplies, equipment, and other property of the Hospital; to determine the number, location, and operation of divisions, departments, and other units of the Hospital; the assignment of work, the qualifications required, and the size and composition of the work force; to make or change Hospital rules, regulations, policies, and practices, and otherwise to help the Hospital attain and maintain full operating efficiency and effectiveness and optimum patient-care, and direct the work force; to determine or change the starting and quitting time and the number of hours worked; to assign and transfer employees to other departments, units, or jobs - as operations may require.

- 6.03 The above set forth Management Rights are by way of example and not by way of limitation.

- 6.04 Nothing herein contained is to be construed to mean that any Nurse or group of Nurses has inherent rights to a particular task or job, nor is their work restricted to a particular task or job.

VII. NO STRIKE - NO LOCKOUT

- 7.01 It is agreed that the operation of the Hospital is a humanitarian service affecting the public – particularly people in distress who are helpless to care for themselves – and that it is essential that there be no interruptions in the service of the Hospital.

- 7.02 Accordingly, the Union agrees that for the duration of this Agreement, there shall be no strike, sit-down, slowdown, sick-out, nor similar types of work interruption; nor shall any officer or representative of the Union authorize, instigate, and/or condone such activities. The foregoing includes, but is not limited to, sympathy strikes or honoring of a picket line placed by any other union, individually or collectively. It is understood that any Nurse who participates in such a work stoppage shall be subject to immediate discharge. The Hospital agrees that for the duration of this Agreement there shall be no lockout.

VIII. DISCRIMINATION

- 8.01 No Nurse covered by this Agreement shall be discriminated against because of membership or non-membership in the Union or because of activities or refraining from activities with respect to the Union. Neither the Hospital nor the Union shall discriminate against any Nurse covered by this Agreement on account of race, color, sex, age (40 or over), religion, marital status, national origin, political affiliation, or disability.
- 8.02 The provisions of this Agreement also shall be applied in compliance with the Americans with Disabilities Act (“ADA”) and, in the event of a conflict between the provisions of this Agreement and the requirements of the ADA, the provisions of the ADA and obligations there under shall prevail.
- 8.03 The use of the female or male gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees but is intended to refer to all employees regardless of sex.

IX. INTRODUCTORY PERIOD

- 9.01 Newly employed Full Time Nurses who will be subject to this Agreement shall be in an Introductory status until such time as the beginning of the first pay period after they have completed three (3) months of work as a Nurse covered by this Agreement in Nursing Services at the Hospital. Newly employed Part Time Nurses who will be subject to this Agreement shall be in an Introductory status until the beginning of the first pay period after which they have completed three hundred fifty-two (352) hours of work as a Nurse covered by this Agreement in Nursing Services at the Hospital, but not in any event for less than three (3) months. Unless excused by the Hospital, the Introductory Period will be extended for scheduled time which is not worked as scheduled. Hours worked in orientation shall be included. During this period, the Nurse may be discharged by the Hospital for any reason, and such discharge shall not be subject to the Grievance and Arbitration Procedure in this Agreement. If a Nurse’s Introductory Period is extended by the Hospital, during this period of the extension, the Nurse shall receive the holiday benefits provided for in this Agreement (except the Personal Holidays) and, if the Nurse is retained by the Hospital following the period of the extension and successful completion of the Introductory Period and all extensions thereof, the time worked by the Nurse during the extension shall be counted in calculating the vacation benefits the Nurse may subsequently become entitled to; however, in all other respects the Nurse shall be deemed an Introductory employee during any extension of the Introductory Period. The Hospital reserves the right to waive the Introductory Period for a Nurse who has prior employment at the Hospital

within one (1) year of re-employment, provided the Nurse satisfactorily completed the Introductory Period during the prior employment. Nothing herein shall be construed as restricting the Hospital’s right to grant, credit, or continue benefits for a Nurse or Graduate Nurse when that Nurse or Graduate Nurse enters such status from employment in another position with the Hospital. The Hospital will notify the Union, in writing, in cases where the Introductory Period is either extended or waived.

X. EVALUATION PERIOD

- 10.01 Nurses who are transferred to positions in specialty units or to a position involving significantly different skills will be required to serve an evaluation period consisting of up to six (6) months of work in the new position. Prior to the end of this evaluation period, the Nurse may, at her option or at the option of the Hospital, be returned to her former position if the position then exists and needs to be filled. If the Nurse cannot be returned to her former position, the Nurse shall be returned to another Hospital position of like status and pay provided that such a position exists and, in the judgment of the Hospital, needs to be filled. If no such position exists or will be filled by the Hospital, the Hospital will attempt to place the Nurse in another position for which the Nurse is qualified, if one is determined by the Hospital to be available and suitable for this purpose. If the Nurse cannot be so placed, the Nurse will be given the option of displacing the least senior Nurse in Nursing Services, provided that the displacing Nurse possesses the skills, qualifications, and ability to meet all of the requirements of the displaced Nurses’ job immediately without training and provided that the displacing Nurse is able to assume the displaced Nurse’s schedule or, alternatively, the Nurse will be laid off and will be recalled to the first available vacancy for which she is qualified consistent with the provisions of Article XI. A Nurse who makes the request to return to her former position within the first ten (10) days worked in the Evaluation Period in a new position awarded pursuant to Sections 11.06 or 11.07 of this Agreement shall be returned to that former position, except in a case where the Hospital has hired a new Nurse to fill the previously held position. When a Nurse is removed from a position pursuant to her request in accordance with this Section, the Nurse may not request a transfer or apply for a position vacancy for a period of six (6) months, unless mutually agreed upon. After remaining in the position for ten (10) days worked, the Nurse may not request a transfer for a period of six (6) months, unless otherwise agreed. A Nurse displaced by a returning Nurse shall have such displacement rights as she would be accorded in a long term reduction in force governed by Section 11.05.C. of this Agreement.

10.02 Orientation Program. The Hospital and the Union agree that an orientation program will be established for staff nurses applicable to general nursing-based orientation, unit-based orientation, and preceptor orientation. The program will be competency-based with measurable clinical outcomes and will be formalized with outcome-driven standards. The program will reflect a balanced design reflecting Hospital practice needs and applicable professional organization standards. The orientation process in each case will be customized for the nurse undergoing the orientation based on her skills, experience, and current competencies. Successful completion will be based on measurable achievement of core standards.

Participation as a preceptor will be voluntary. Preceptor assignments will be equitably rotated among qualified and available preceptors based upon considerations relevant to the assignment. Nurses working as a preceptor will be paid a One Dollar (\$1.00) per hour differential for hours worked as a preceptor. Preceptors and orientees shall not be pulled during the orientation period except by mutual agreement. Preceptors may not volunteer to be downsized while orienting if there are no other preceptors working on that unit and shift, but may be involuntarily downsized in accordance with Section 11.05C if another RN is capable of functioning as preceptor.

10.03 The Hospital and the Union agree that a Union officer will be afforded up to thirty (30) minutes at the conclusion of the first day of the monthly Hospital orientation day to meet with newly hired Nurses.

XI. SENIORITY

11.01 Seniority. The term “seniority” as used in this Agreement shall mean the total number of hours a Nurse has worked as a Staff Registered Nurse covered by this Agreement in Nursing Services at the Hospital since the Nurse’s last date of hire by the Hospital. Nurses serving their Introductory Period shall not have seniority under this Agreement, but hours worked during such period shall be counted for purposes of seniority following successful completion of the Introductory Period or extensions thereof. Hours worked for purposes of this Section shall include hours paid as vacation, sick, and holiday time or unpaid as Workload Adjustment Hours under this Agreement. The Hospital recognizes the principle of seniority governing layoffs and recalls when all other relevant factors are equal and for resolving conflicts in vacation or holiday scheduling. Seniority shall, however, apply only as expressly provided for in this Agreement. Nothing herein shall be construed as any limitation upon the Hospital’s right to assign or transfer Nurses from position to position.

11.02 The Hospital shall prepare and maintain a seniority list for Nurses covered by this Agreement. The seniority list shall be revised, posted, and dated no later than the last week of September and the last week of March and will be posted on the bulletin boards provided for use by the Union under this Agreement. The Hospital will provide a copy of each revision to the Union President or his/her designee. A Nurse who believes that her seniority as shown on the list is incorrect must make objection in writing to the Director of her unit within ten (10) working days after the seniority list is posted or the Nurse shall be bound by the information on the list and shall not thereafter be permitted to challenge her seniority as shown thereon until a new list is posted. A Nurse who is unable to review the list due to absence for illness or medical disability, approved leave or absence, or vacation during all of the ten (10) working day period following the posting of the list and who, as a result, is unaware of an error thereon, shall not be foreclosed from challenging the list, provided that objection is made as aforesaid within ten (10) working days after the nurse has returned to work from that absence. Any action taken by the Hospital in reliance upon the seniority list as posted shall not be disturbed even though an error subsequently may be corrected following return of a Nurse from illness, disability, leave or vacation or when a new list is posted.

11.03 A. A Nurse may apply for a change from Full Time Nurse to Part Time Nurse status or from Part Time Nurse to Full Time Nurse status within the Nurse’s unit. The request for change shall be made to the Director of the Nurse’s unit. Such requests shall not be unreasonably denied and will take effect as soon as reasonably possible, but no later than three (3) months from the requested start date unless mutually agreed otherwise. If a change in status is not approved by the Hospital and the Nurse can no longer continue to work in her present capacity, the Nurse may request a leave of absence in accordance with the provisions of Article XXIII of this Agreement. A Nurse whose request for change in status is approved pursuant to this Section may not make another such request for a period of six (6) months, absent express, advance approval thereof by the Hospital. Nothing herein shall be construed as limiting the Hospital’s right to affect an involuntary transfer when it deems such transfer to be necessary. A Nurse covered by this Agreement who is approved for a change from Full Time Nurse to Part Time Nurse status shall not lose vacation to which she is then entitled, but shall earn such benefits thereafter only as a Part Time Nurse as provided for in this Agreement.

- B. A Nurse covered by this Agreement who is approved for a change from Part Time Nurse to Full Time Nurse status shall not lose vacation to which she is then entitled and shall begin to earn such benefits as a Full Time Nurse effective upon the date of the change.

11.04 Accrual of Seniority. Seniority as a Nurse covered by this Agreement shall accrue only during periods of active employment. Overtime hours worked, hours paid for vacations, paid sick leave, holidays, and Workload Adjustment Hours will be counted as hours worked in calculating seniority for purposes of Article XI, but not for purposes of any other provision of this Agreement unless expressly provided for therein.

11.05 Application of Seniority.

- A. In the event that the Hospital determines to reduce the workforce, the reduction shall be carried out in accordance with this Section.
- B. This section will apply every day of the year, including Holidays. There will be one list for downsizing (voluntary or involuntary). When the Hospital decides to flex down, the flexing down will be accomplished on a shift-by-shift, day-to-day, unit-by-unit, service line-by-service line, department-by-department, or other basis as the Hospital deems appropriate as follows:

- (1) The Hospital first will consult with the flexing down volunteer log maintained on each unit to identify volunteers for the shift and unit on which the reduction will occur and, if there are no such volunteers on the unit, within the service line in which the reduction will occur. The volunteers will be laid off to the extent necessary, provided that the Nurses remaining have the requisite qualifications, skill, and ability to perform all of the work anticipated on that unit and that shift. If there are more volunteers than required, the volunteer(s) will be given preference on the basis of rolling seniority, most senior first;
- (2) In the event that there are insufficient volunteers on that unit or in that service line on the affected shift, Temporary Nurses on that shift on that unit and/or then within that service line will be laid off prior to other Nurses on that unit/service line on that shift, unless a skill, qualification, or ability possessed by a Temporary Nurse is required for continued efficient operation of the unit;

- (3) In the event that there are insufficient volunteers on that unit or in that service line on the affected shift, Casual Nurses on that shift on that unit and/or then within that service line will be laid off prior to other Nurses on that unit/service line on that shift, unless a skill, qualification, or ability possessed by a Casual Nurse is required for continued efficient operation of the unit;

- (4) If there is to be further reduction of Nurses, Graduate Nurses on that unit on the affected shift will be laid off prior to other Nurses on that unit on that shift, unless a skill, qualification, or ability possessed by a Graduate Nurse is required for continued efficient operation of the unit;

- (5) If, after following Steps (1) through (4) above, the Hospital determines that it still needs to reduce by one (1) or more Nurses on a unit, in the case of short-term downsizing (cancellation of a Nurse's upcoming shift due to low census, as opposed to for economic or operational needs or in preparation for a work stoppage), in an effort to maintain the point position of affected Nurses and to encourage ongoing education for the Nurse(s) to be flexed down, the Hospital will make every reasonable effort to:

- (a.) Assign the affected Nurse time to complete mandatory in-service modules and/or core competencies as necessary to maintain competencies within the service line, provided that when an instructor/preceptor is required to do so, one is available. A Nurse may volunteer to do mandatory in-service time in lieu of being flexed down, but will not be required to do in-service time to prevent another Nurses from being flexed down. The manager maintains the right to not flex down Nurses when mandatory educational needs remain unfulfilled on the unit. The time allotted to do mandatory education will be reasonable, allowing the Nurse to review all required information. Time to do in-service education will be accomplished as part of a Nurse's regular point position unless by mutual agreement.

- (b.) If the affected Nurse(s) are up-to-date on all required competencies and in-services, assign the Nurse to cross train to another service line, provided (i) the Nurse has on file in the Nursing Office a written request to cross train to another service line, (ii) a preceptor is available to perform the cross training, and (iii) the Nurse will not exceed twelve (12) such cross training opportunities in the immediately preceding twelve (12) months;
- (6) If there is to be further reduction of Nurses, the Hospital may reduce the excess scheduled hours of work of one (1) or more Nurses on that unit on that shift, unless a skill, qualification, or ability possessed by a Nurse is required for continued efficient operation of the unit. Excess scheduled hours in this case means that a Nurse has hours (worked, working, or scheduled) above her regular point position in that pay period that have not already been reduced to her point position;
- (7) If there is to be further reduction, Nurses on that unit on the affected shift still serving the Introductory Period will be laid off prior to other Nurses on that unit on that shift, unless a skill, qualification, or ability possessed by an Introductory Nurse is required for continued efficient operation of the unit;
- (8) If there is to be a further reduction, Nurses on that unit on the affected shift will be laid off as deemed necessary in reverse order of their seniority (the least senior first on a rotating basis on the affected shift), unless a less senior Nurse possesses a skill, qualification, or ability deemed necessary for continued efficient operating of the unit, on a rotating basis on the affected shift. Reverse order of seniority will be followed regardless of whether or not a Nurse had utilized paid or unpaid time off (involuntarily or Workload Adjustment) during a reduction.
- (9) When the reduction is the result of a temporary closing of a Patient Care Unit for purposes such as construction, renovation, or decline in patient census, and before an involuntary reduction is effectuated, Nurses on the closed unit will be allocated among other Patient Care Units

provided the Nurse possesses the skills, qualifications, and ability deemed necessary for continued efficient operation of the unit and can assume a schedule as needed on the unit. The Nurses who are allocated will be considered as if on that unit on that shift for purposes of application of this Section.

- (10) A Nurse who is involuntarily flexed down will be given preference to fill the next scheduled need (“hole” in the schedule which the Hospital will fill or shift already covered by a casual) on the Nurse’s unit (first) and/or service line (second) in that pay period. A Nurse desiring to do so must notify the Hospital at the time the Nurse is advised that he/she is being reduced. Preference will be granted among the Nurses expressing such interest on the basis of rolling seniority.
- (11) Management determines the number of hours to be downsized on a particular unit for a particular shift. Four, eight or twelve hours will count as a turn. The Nurses on each unit may vote to determine how to operationalize the voluntary downsizing. The operationalizing decisions made by the Nurses shall be determined by a majority vote of bargaining unit members on each individual unit and be in effect for the duration of this contract unless 75% or more of bargaining unit nurses petition to change such practices.

A four (4) hour block shall be counted as a turn for purposes of involuntary downsizing. In Surgical Services, the program for incremental downsizing will be maintained according to past practices of those Service Lines.

C. Long Term Reduction in Force.

- (1) When the Hospital decides that the reduction will be long term and that Nurses will be laid off, the layoff will be accomplished on a unit-by-unit basis and the preference steps (1) through (4), (6), (7), and (8) in Subsection B above will be followed, but Nurses will be laid off from their unit without regard to shift assignment. In the case of Step (1), volunteers will be identified from a log for this purpose to be maintained in the Nursing Office. A

Nurse who will be affected by a layoff will be given the opportunity to displace the least senior Nurse within his/her service line, take an open position in the Hospital for which they are qualified, or displace the least senior Nurse within Nursing Services for which they are qualified. Qualification in this context means being able to perform the work of the new position after an individually based orientation period that is mutually agreed upon. Such Nurse must also be willing to accept the displaced Nurse's schedule. When more than one (1) Nurse has a right to displace another Nurse, the number of least senior Nurses to be displaced will be equal to the number of Nurses having the right to displace and preference to displace will be given among the affected Nurses on the basis of seniority. The Hospital, at its option, may elect to place a Nurse in a position in Nursing Services determined by the Hospital to be available and suitable as an alternative to exercise of displacement rights.

- (2) The Hospital will make every effort to notify a Nurse who will be laid off at least seven (7) days in advance. When the Hospital notifies a Nurse that she will be laid off, the Nurse will be advised of the provisions of Section 11.05. In the event of a layoff, the Hospital will attempt to eliminate scheduled overtime and will make an effort to reduce unscheduled overtime to a minimum, consistent with efficient operating procedures.
- (3) The Union shall be furnished with a list of all Nurses affected by the operation of this Section.
- (4) Prior to posting a vacancy for or hiring of a new Nurse within Nursing Services, all Nurses remaining laid off will be recalled by order of seniority, provided that a Nurse to be recalled possessed the skill, qualifications, and ability to immediately perform the available work and will assume the necessary work schedule. Qualification in this context means being able to perform the work of the new position after an individually based orientation period that is mutually agreed upon.

11.06 Position Vacancy. When there exists a vacancy for a position in the bargaining unit which will be filled by the Hospital, the position shall be posted on the designated Hospital bulletin boards for a period of six (6) working days (excluding weekends and holidays). If there are two (2) or

more applicants for the position, the Hospital will give due consideration to skill, qualifications, ability, and seniority, and, where the skill, qualifications, and ability among applicants are relatively equal, preference will be given on the basis of seniority. The Hospital will give preference to a qualified bargaining unit Nurse who applies to fill a posted vacancy a minimum of one time out of every four posted vacancies within each unit and will provide a written progress report on a quarterly basis to the Union President. Within six (6) working days (excluding weekends and holidays) after the end of the posting period, the Hospital will provide notice of the approximate length of time it will require to conduct the interviews. The Hospital will attempt to complete the interviews as expeditiously as possible under the circumstances. The Hospital will provide notice to the applicants and the Union President or his/her designee of the awarding of the position within four (4) weeks of the conclusion of the interviews. The Hospital will thereafter place the successful applicant in the new position as soon as is feasible under the circumstances, but, in any event, no later than two (2) months after awarding the position.

If a vacant position is not filled by the Hospital within four (4) months of the initial posting, and the Hospital still intends to fill the position, the position will be re-posted in accordance with this Section.

The Hospital will make every effort to post vacated twelve (12) hour positions as twelve (12) hour positions.

11.07 Non-Bargaining Unit Positions.

- A. The Hospital agrees to provide notice of opportunities for advance of Nurses into management and supervisory positions at the Hospital and, where possible, will post notice of a vacancy in such a position on the designated Hospital bulletin boards for seven (7) calendar days prior to filling the vacancy. A Nurse desiring to be considered for such a position must make application therefore to the Vice President, Patient Care Services, or her designee. Nothing herein shall be construed as subjecting the Hospital's exercise of discretion in filling such positions to the provisions of this Agreement.
- B. Since it is the objective of both the Hospital and the Union to promote the advancement of nursing careers, a Nurse selected for a position pursuant to this Section may be returned, at her option or at the option of the Hospital, to her former Staff Nurse position, or to a position of like status and pay, within six (6) months, provided such a position exists and, in the judgment of the Hospital, needs

to be filled. Hours worked in the new position during the six (6) month period shall be counted for purposes of seniority under this Agreement. If a position does not exist or need to be filled, the Hospital will attempt to place the Nurse in another position for which the Nurse possesses the requisite skill, qualifications, and ability, if one is determined by the Hospital to be available and suitable for this purpose. If the Nurse cannot be so placed, the Nurse will be given the option of displacing the least senior Nurse in Nursing Services, provided that the displacing Nurse possesses the skills, qualifications, and ability to meet all of the requirements of the displaced Nurse's job immediately without training and providing that the displacing Nurse is able to assume the displaced Nurse's schedule or, alternatively, the Nurse will be laid off and will be recalled to the first available vacancy for which she is qualified consistent with the provisions of this Article. A Nurse displaced by a returning Nurse shall have such displacement rights as she would be accorded in a long term reduction in force governed by Section 11.05.C of this Agreement.

- C. While it is recognized that a principle function of a supervisor is to direct other employees, it shall not be a violation of this Agreement for a manager or supervisor to be periodically assigned to a Staff Nurse position or to perform bargaining unit work so long as staff is not involuntarily downsized, there are no volunteers who have previously identified themselves to be available to work, and the manager's skills, qualifications, and abilities are adequate to fill the vacancy.

11.08 Termination of Seniority. A Nurse's seniority shall be terminated and her rights under this Agreement forfeited for the following reasons:

- A. Discharge for just cause, quit, resignation, or retirement;
- B. Exceeding an approved Leave of Absence without the Hospital's previous consent in writing, except in emergency situations preventing such written consent;
- C. Accepting gainful employment while on an approved Leave of Absence;
- D. Absence for three (3) consecutive scheduled work days without notifying the Hospital during the absence (unless physically impossible to do so) of an illness or accident preventing the Nurse from working, as evidenced by written certification of a physician

or other proof if requested by the Hospital, or other satisfactory reason for such absence as determined by the Hospital;

- E. Failure to return to work within three (3) consecutive days after due notification by registered mail of recall from layoff by the Hospital to the last-known address for the Nurse according to Hospital records. It shall be the obligation of the Nurse to ensure that the Hospital is provided with a current address;
- F. Layoff in excess of eighteen (18) consecutive months since the Nurse's last day worked for the Hospital.
- G. Restore the bargaining unit seniority of Nurses who leave the bargaining unit so long as the return to the bargaining unit occurs within 180 calendar days from the effective date of termination or transfer to the non-bargaining unit position.

11.09 Permanent Unit Transfer. The Hospital will make every effort to provide a Nurse who is permanently transferred to a new unit with a two (2) week notice of the transfer, except in cases of emergency and where the transfer is the result of the operation of the provisions of this Article.

11.10 All Nurses covered by this Agreement shall be required to complete ten (10) CEUs relevant to their service line each calendar year. The Hospital will make every effort to offer in-services within scheduled shifts whereby Nurses can obtain such CEUs at the Hospital. Request for obtaining CEUs outside of the Hospital shall be considered, acted upon, and be eligible for reimbursement in accordance with then applicable Hospital policy.

XII. GRIEVANCE AND ARBITRATION PROCEDURE

12.01 Grievance. A grievance shall be a complaint, dispute, controversy, or disagreement between the Hospital and a Nurse or group of Nurses or between the Hospital and the Union concerning the interpretation and/or application of, compliance with, any of the provisions of this Agreement.

12.02 Procedure. When any grievance arises, the following procedure shall be utilized:

Step 1.

The aggrieved Nurse shall first present the subject matter of the grievance in writing to the Director of her unit or her designee. Such grievance shall include the specific provision or provisions of the Agreement alleged to have been violated. The grievance shall be

presented within seven (7) working days after the date upon which the Nurse becomes aware of, or should have become aware of, the event out of which the grievance arose. Upon request made at the presentation, the Director or her designee will, within seven (7) working days, meet with the grievant and a Union representative of the grievant's choice if the grievant so chooses, to hear the grievance. The Director or her designee will attempt to resolve the matter and will render a written decision to the grievant within seven (7) working days of the meeting or within seven (7) working days of its presentation if no meeting is requested.

Step 2.

If the grievance is not satisfactorily resolved at Step 1, the aggrieved Nurse or the Union President or her designee shall present the signed and dated written grievance to the Vice President of Patient Care Services, or her designee, within ten (10) working days after receipt of the answer from the Director or her designee. The grievance, as written at this Step, shall set forth a description of the events surrounding the grievance and the specific provision or provisions of this Agreement alleged to have been violated, the approximate time and date of the occurrence on which the grievance is based and the resolution or remedy requested. The Vice President of Patient Care Services or her designee shall meet to discuss the grievance with the aggrieved Nurse and the Union President or her designee. This meeting shall take place within ten (10) working days following receipt of the written grievance. A written answer shall be returned by the Vice President of Patient Care Services or her designee to the grievant, with a copy to the Union President or her designee, within ten (10) working days following this meeting. Grievances filed by the Union relating to contract interpretation shall be filed immediately into Step 2.

Step 3.

Should the result of Step 2 be unsatisfactory, the aggrieved Nurse may submit the grievance in writing to the Chief Executive Officer ("CEO") of the Hospital or his/her designee within ten (10) working days from the date he/she has received an answer from the Vice President of Patient Care Services or his/her designee. The CEO of

his/her designee may meet with the complaining Nurse and the Union President or her designee, within ten (10) working days following her receipt of the written Step 3 grievance. A written answer shall be returned by the CEO or his/her designee to the grievant, with a carbon copy to the Union President or his/her designee, within ten (10) working days following this meeting.

12.03 Arbitration. If the grievance is not satisfactorily resolved at Step 3, it may be submitted to an impartial arbitrator for disposition upon the request of the Union or the Hospital. The request shall be made, in writing, within thirty (30) calendar days after the date of the CEO's or his/her designee's answer in Step 3. If the parties cannot agree upon an impartial arbitrator, an arbitrator shall be selected in accordance with the Rules of the Federal Mediation and Conciliation Service; provided, however, that any arbitrator so selected shall be a member of the National Academy of Arbitrators. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. Unless otherwise agreed, only one (1) grievance shall be submitted in a single arbitration. The arbitrator shall not add to, subtract from, or modify in anyway any of the provisions, terms, or conditions of this Agreement. The decision of the arbitrator shall be final and binding upon all Nurses, the Union, and the Hospital. The fees and expenses of the arbitrator, including the cost of the transcript of the record, if any, shall be borne equally by the parties.

12.04 Time Limitations. The time limitations provided for in this Article may be extended by mutual agreement of the Hospital and the Union. Any grievance not timely presented for disposition at Step 1 or any answer not timely appealed shall be deemed waived and final unless otherwise mutually agreed in writing. A grievance not answered within the time limits set forth herein shall automatically advance to the next Step; provided, however, there shall be no such automatic advance to arbitration. The term "working days" as used in this Article shall exclude Saturdays, Sundays, and days designated as a legal holiday observed by the Hospital pursuant to Article XV of this Agreement.

12.05 The Union specifically agrees that the Grievance and Arbitration Procedure shall be the only method available for addressing Nurses' complaints. If a Nurse shall refuse to follow the Grievance Procedure and takes other deliberate action such as a work stoppage, such action shall make the Nurse or any and all Nurses participating in such violation subject to immediate discharge or other disciplinary action at the discretion of the Hospital.

XIII. DISCIPLINE AND DISCHARGE

- 13.01 In the exercise of its Management Rights, the Hospital may reprimand, suspend, discharge, or otherwise discipline a Nurse for just cause. Any disciplinary action which would be noted on a Nurse's personnel file and which might adversely affect said Nurse's employment status, must be made known to the Nurse involved and may be processed by the Nurse as a grievance through the regular steps of the Grievance Procedure. Upon the lapse of a period of one (1) year of non-recurrence, a verbal or written reprimand for a matter not involving patient care will not be considered in imposing further discipline for a similar offense.
- 13.02 A Nurse shall not be pre-emptorily discharged. Where the Hospital concludes that a Nurse's conduct justifies discharge, she shall be suspended initially for seven (7) days and given written notice of such action. A copy of such notice shall be furnished to the Union President or her designee at the same time. The Union President or her designee will also be given notice of any suspensions.
- 13.03 The Nurse, either on her own behalf or through the Union, may appeal her discharge by giving written notice thereof to the CEO or his/her designee within seven (7) days after receipt of the notice of discharge. In such event, the issue shall be submitted directly to Step 3 of the Grievance Procedure. In the event that no appeal is made within the prescribed seven (7) day period, the Nurse and the Union waive the above appeal right and the suspension shall automatically be converted to a discharge. When an appeal is made, the Nurse shall remain suspended through the Hospital's decision at Step 3 of the Grievance Procedure. When the Hospital renders its decision at Step 3, it shall decide whether to convert the suspension to discharge, to impose a suspension for a specific period of time, or to reinstate the Nurse to her employment with the Hospital, with or without loss of pay or benefits. The Hospital's decision may be appealed in accordance with Section 12.03 of this Agreement.
- 13.04 The Hospital recognizes a Nurse's right to representation in a meeting with a supervisory or management representative of the Hospital when the Nurse is notified that the purpose of the meeting is accusatory in nature or where the meeting might reasonably be expected to lead to disciplinary action against the Nurse. In such cases, upon timely request by the Nurse, the Hospital will permit a Union Representative of the Nurse's choosing to be present during the meeting.

XIV. HOURS OF WORK

- 14.01 The normal work schedule for a Full Time Nurse shall consist of eighty (80) hours in a pay period as scheduled by the Hospital. The normal work schedule for Full Time Nurses assigned exclusively to twelve (12) hour shifts shall consist of seventy-two (72) hours in a pay period as scheduled by the Hospital. The Hospital may also, from time to time, decide to offer other alternative work schedules which will be designated as full time for purposes of this Agreement.
- 14.02 The normal work shift shall consist of eight and one-half (8½) consecutive hours which shall include a one-half (½) hour unpaid lunch period, except for those shifts which the Hospital, in its sole discretion, may schedule to work for eight (8) hours without a specified lunch period. Nothing herein shall be construed as limiting the Hospital's right to establish schedules which provide for normal work shifts consisting of four (4), ten (10), twelve (12), or sixteen (16) hours of work.
- 14.03 The hours of the normal work shifts now in effect for Nurses covered by this Agreement are:
- 7:00 A.M. to 3:30 P.M. and 7:00 a.m. to 7:30 p.m. - Day Shift
- 3:00 P.M. to 11:00 P.M. and 11:00 a.m. to 11:30 p.m. - Evening Shift
- 11:00 P.M. to 7:30 A.M. and 7:00 p.m. to 7:30 a.m. - Night Shift
- It is understood that those shift times currently in effect which do not conform to the hereinabove scheduled times may be continued by the Hospital. The Hospital shall have the right to alter these shifts starting and quitting times, provided such changes are not arbitrary or capricious, but are for reasonable cause. The Hospital shall, except in cases of emergency, notify affected Nurses and the Union of such changes at least two (2) weeks prior to the effective date of the change. The Hospital shall attempt not to schedule split shifts or double shifts. The Hospital will not schedule a nurse more than two (2) shifts (preferred and off shift) per week except by mutual agreement or emergent circumstances and unanticipated critical needs as outlined in Section 14.06 of this Agreement. Future positions will be posted and filled requiring no more than two (2) shifts for all service lines (recognizing Emergency Services, PACU, PICC/IV, 3T(Surgical), OR, and 4S have staggered shifts, and that these shifts will be considered either day, evening, or night based on which category the majority of the hours of the shift fall. Nurses with twenty-five (25) or more years of service shall not be required to work more than one week of off-shift rotation per schedule

provided that mutual agreement for such has been reached with other staff on a unit by unit basis.

- 14.04 A. Work schedules will show planned shift assignment and scheduled days off for periods of four (4) weeks for Nurses on each unit and will be posted on the unit at least twenty (20) days in advance of the first day on the schedule. However, the Hospital reserves the right to alter said schedules due to operational needs. In the absence of an emergency or unanticipated critical need, the Hospital will not alter a Nurse's schedule once it is posted, unless a notice of forty-eight (48) hours is provided to the Nurse. The Hospital shall give consideration to and attempt to accommodate a Nurse's request for the scheduling of specific shifts and specific days off, provided the request is consistent with the operational requirements of the unit and with equitable distribution of work among Nurses and other employees on the unit. Nurses on a .6 and above schedule are entitled to make six (6) such requests per scheduling period; Nurses on a .5 and below schedule may make three (3) such scheduling requests per scheduling period. Conflict with requests will be resolved by seniority (not rolling). Effective, with the first full scheduling period after ratification, when schedules are initially developed for each unit, preference for schedules shall be given to bargaining unit Nurses prior to the scheduling of Casual or Agency Nurses. The Hospital shall make every effort to accommodate requests by a Nurse for a steady night and evening shift schedule, provided the request is not in conflict with other provisions of this Agreement and provided that the Nurse is qualified to assume all of the responsibilities of the shift assignment. Any requests hereunder shall be submitted to the appropriate Director or designee at least ten (10) days prior to the date for posting of the schedule for the four (4) week period in which the requested change will occur. Nurses also may request an exchange of a scheduled work shift or day off or to have an unscheduled Nurse work their scheduled shift, subject to approval by the Hospital, which approval will not be unreasonably denied, provided the change does not result in the payment of any premium pay, provided that each Nurse involved in the change is fully qualified to perform the work of the other and provided that the change will not result in any consequential staffing or scheduling difficulties and so long as, where necessary, benefit time is used to maintain point position.
- B. If a Full Time Nurse is scheduled by the Hospital and works more than six (6) hours on each of seven (7) consecutive days, the Nurse shall receive pay at the rate of one and one-half (1½) times her

regular base hourly rate for each shift worked on a consecutive day in excess of the seventh (7th) consecutive day of work; provided, however, that this Section shall not apply (1) where the schedule is requested by the Nurse; (2) to a Nurse On-Call where the seven (7) consecutive days of work result from her being called in during that period of time; or (3) where the seven (7) consecutive days of work is the result of a Nurse requesting or volunteering for additional hours or for a shift not previously scheduled. There shall be no duplication or pyramiding of premium payments for the same time as a result of this Section. The Hospital may, in its sole discretion, elect to extend the benefit of this Section to a Part Time Nurse.

- 14.05 A Nurse covered by this Agreement may be placed on a schedule for overtime pay calculation purposes which provides for a maximum of either forty (40) hours of work in a one (1) week period or eighty (80) hours in a bi-weekly period before compensation at overtime rates becomes payable to that Nurse. A Nurse on a forty (40) hour work week schedule for overtime pay calculation purposes shall be compensated at the rate of one and one-half (1½) times the Nurse's regular base hourly rate for all hours actually worked by the Nurse in excess of forty (40) hours in that work week; such a Nurse who is on a schedule limited to eight (8) hour shifts only also shall be compensated at the rate of one and one-half (1½) times the Nurse's regular base hourly rate for all hours actually worked by such Nurse in excess of eight (8) hours in any one (1) day or in excess of eighty (80) hours in any one (1) pay period. For purposes of this Section, the "work day," "work week," and "pay period" shall be as established by the Hospital for Nursing Services employees. Overtime or premium payments shall not be duplicated or pyramided for the same hours worked under any of the terms of this Agreement. To the extent that hours are compensated for at overtime or premium rates under one provision of this Agreement or as a result of application of the Fair Labor Standards Act ("FLSA"), the hours shall not be calculated as hours worked in determining overtime or premium compensation under any other provision of the Agreement or the FLSA.
- 14.06 Nurses shall not be required to work mandatory overtime except in emergent circumstances and unanticipated critical needs, such as: unpredictable or unavoidable occurrence relating to healthcare delivery that require immediate attention, or any unforeseen emergency or disaster or other catastrophic event which substantially affects or increases the need for healthcare services. Examples of unforeseeable emergent circumstances include, but are not limited to, a local significant weather event causing disruption to operations; internal emergency secondary to a building or

operating system failure; call-off occurrences at a level which significantly impedes the delivery of safe clinical care.

Notwithstanding the foregoing assurances and limits on mandatory overtime, Nurses agree to cooperate with the Hospital to attempt to ensure patient accessibility to and continuity of quality patient care.

It is also understood that Nurses in Surgical Services must remain at work following a scheduled shift for so long as is necessary to complete the surgical case on which they are working at the end of their shift.

- 14.07 A. "On-Call Duty" shall be defined as those hours during which a Nurse is required to be available by telephone to be recalled to the Hospital for duty. A Nurse who, because of the nature and function of her unit, is required by the Hospital to be "On-Call" shall receive four dollars (\$4.00) per hour for each hour that she is required to be On-Call. A Nurse called in to work while "On-Call" status shall receive pay for such work in an amount not less than the equivalent of four (4) hours at her regular base hourly rate. In the case of the Surgical Services Department (OR, PICC, PACU, IV and 3TSC), a Nurse called in to work while On-Call status shall be paid for such work at time and one-half (1½) of the Nurse's regular base hourly rate and the minimum payment shall be three (3) hours. "On Call" time shall not be considered as hours worked for the purpose of computing overtime. Nurses shall not be required to take call on their scheduled vacation time, scheduled personal time or on their scheduled holiday time (i.e., their mutually agreeable compensatory time off pursuant to Section 15.03, except in Surgical Services for the actual recognized holiday.
- B. When a Nurse is called in and works for four (4) hours or more between the hours of Midnight and 7:00 A.M., and the Nurse is scheduled for the next succeeding daylight shift, upon request by the Nurse, every attempt will be made to release the Nurse from the scheduled daylight shift. Workload Adjustment Hours will be granted for the remaining scheduled hours on that shift not worked, to a maximum of eight (8) hours for that day.
- C. Maximum time required to report in to work when on call is thirty (30) minutes. For surgical cases, when the condition is life threatening and identified as such at the time of the call, every effort will be made by the Nurse to report to the Hospital in twenty (20) minutes or less.

14.08 Call-In Allowance. A Nurse who is called in to work on a shift other than one on which she previously was scheduled shall be provided with a minimum of four (4) hours of work or, at the option of the Hospital, with four (4) hours of pay at the Nurse's regular base hourly rate if four (4) hours of work is not provided. In the case of a Call-In for a "true emergency" which has been pre-approved by the Director or her designee, the minimum pay shall be in an amount equivalent to four (4) hours of pay at time and one-half (1½) the Nurse's regular base hourly rate.

14.09 Reports-In Allowance. A Nurse who is scheduled to report and who does report for work shall be provided with a minimum of four (4) hours of work or, at the option of the Hospital, with four (4) hours of pay at the Nurse's regular base hourly rate if four (4) hours of work is not provided. The Report-in Allowance shall not be paid where work cannot be provided by the Hospital due to strikes, work stoppages in connection with labor disputes, failure of power or other utilities, or Acts of God, including weather conditions. The Report-In Allowance shall not be paid to a Nurse who is given notice by the Hospital, either personally, by answering machine message, or to an adult resident of her household, at least one (1) hour before the scheduled report-in time, that the Nurse should not report to work.

14.10 Rest Periods. Rest periods are scheduled by the immediate supervisor according to the size of the workload of the scheduling unit. If patient care permits, each Nurse shall be provided a fifteen (15) minute rest period during each one-half (½) shift. The non-use of rest periods does not alter the scheduled work shift.

14.11 A. Shift Differential. A Nurse working on a shift on which the majority of the regularly scheduled hours fall between the hours of 3:00 P.M., and 7:00 A.M., shall receive one dollar fifty cents (\$1.50) per hour in addition to her regular base hourly rate for each hour worked on that shift as a Shift Differential. This Shift Differential shall be included with the regular base hourly rate for purposes of computing overtime compensation for hours work on such a shift. Effective April 17, 2016, this Shift Differential will also be paid to Nurses working in Surgical Services when on-call and called in.

B. Weekend Differential. A Nurse working on a shift on which the majority of the regularly scheduled hours fall between the hours of 11:00 P.M. Friday and 7:00 A.M. Monday shall receive one dollar sixty-five cents (\$1.65) per hour in addition to her regular base hourly rate, and any applicable shift differential, for each hour worked on that shift as a Weekend Differential. This Weekend Differential shall be included with the regular base hourly rate for

purposes of computing overtime compensation for hours worked on such a shift. Effective April 17, 2016, this Weekend Differential will also be paid to Nurses working in Surgical Services when otherwise eligible.

- 14.12 Consultation with Union. The Hospital agrees to meet with the Union and discuss changes the Hospital intends to make in the starting and quitting times and the number of hours worked.
- 14.13 The Hospital has developed a scheduling and staffing pattern whereby the Hospital is now able to schedule Nurses covered by this Agreement for alternate weekends off. It is understood that Nurses, as a general rule, shall be entitled to every other weekend off. In the event of unforeseen emergent circumstances, the Hospital may require a Nurse to work consecutive weekends or more than twenty-six (26) weekends per year. If required to work more than twenty-six (26) weekends per year, the Nurse shall receive time and one-half (1½) for such time on such additional weekends. It is understood that existing, posted holes in the schedule do not constitute unforeseen, emergent circumstances. It is understood that if the Hospital cannot maintain the current weekend staffing pattern, it will first bargain with the Union over any proposed changes prior to implementation in order that alternatives may be discussed. It is further understood that a weekend as defined in this Section shall be limited to Saturday and Sunday, except for a Nurse on the Night Shift for whom Friday also may be considered a weekend day. This Section shall not be construed as a guarantee that the Hospital will continue to offer an every-other-weekend off schedule to any Nurse or group of Nurses or that a Nurse will be scheduled off on every second weekend. This Section also shall not be construed as any limitation upon the Hospital's right to revise scheduling and scheduling patterns.
- 14.14 A Nurse who is scheduled to return to work within twelve (12) hours after the end of her last shift worked shall be compensated at the rate of time and one-half (1½) her regular base hourly rate for all hours worked on the shift she returns; provided, however, that this Section shall not apply 1) where the schedule is requested by the Nurse, 2) to a Nurse On-Call, 3) where the return in less than twelve (12) hours is the result of a Nurse requesting or volunteering for additional hours of work or for a shift not previously scheduled or 4) where the return in less than twelve (12) hours is the result of a Nurse working an overtime assignment of less than six (6) hours. There shall be no duplication or pyramiding of premium payments for the same time as a result of this Section. This Section shall only apply to recognized normal and regular shifts of eight (8) hours. A Nurse scheduled for a twelve (12) hour shift who works more than four (4) hours of overtime beyond the shift will be eligible for the premium pay provided for in this Section if the Nurse is required to return to work in less than eight (8) hours.

- 14.15 A. It is recognized that the Hospital may establish work shifts consisting of four (4), ten (10), twelve (12), or sixteen (16) hours of work per shift during the term of this Agreement. In the event that the Hospital takes such action, the Hospital will meet with the Union and discuss the effect of those changes on the provisions of this Agreement, with the Hospital reserving the right to make the change and to adjust the benefit provisions of this Agreement so as to accommodate the revised work shifts. Such positions shall be posted as provided for in Section 11.06 of this Agreement. A Nurse who applies for and who is awarded such a position may, within forty-five (45) days, be returned, at her option or at the option of the Hospital, to her former shift schedule in Nursing Services provided there exists such a position which needs to be filled for which the Nurse possesses the skill, qualifications, and ability to perform the work immediately without training. Unless otherwise mutually agreed, the Nurse must fulfill the shift schedule until the then-posted schedule is completed. If the Nurse cannot be so placed, the Nurse will be laid off and will be recalled to the first available vacancy for which she is qualified consistent with the provisions of Article XI.
- B. Prior to involuntarily assigning a Nurse to a four (4), ten (10), twelve (12), or sixteen (16) hour work shift as provided for in this Section, the Hospital will seek volunteers from among the Nurses covered by this Agreement. In the event that the Hospital is unable to fill the shifts on a voluntarily basis, Nurses shall be assigned to the vacancies on the basis of seniority, the least senior first, provided that the Nurses so selected possess the skill, qualifications, and ability to immediately perform the work on the new shift without training.

XV. HOLIDAYS

- 15.01 The following holiday will be observed by the Hospital for Full Time Nurses covered by this Agreement:

January 1st	Labor Day
Memorial Day	Thanksgiving Day
July 4th	December 25th
A Nurse's Birthday*	

*"A Nurse's Birthday" shall remain as a holiday for Part Time Nurses covered by this Agreement in accordance with the language at Section 15.05 of this Agreement.

Hospital operations require continuous service to patients and it is recognized that the Hospital shall have the right to require any Nurse or group of Nurses to work on any of the holidays provided for in this Agreement. It is understood that the Hospital will make reasonable efforts to equitably distribute holiday work among the Nursing Services Division staff on each unit.

Nurses on a floor who vote by supermajority of 75% of those Nurses assigned to that floor may elect to adopt an alternative holiday scheduling model so long as the proposed model meets the operational needs of the unit and is approved by the applicable nursing director. Nurses on such floor may vote to rescind such arrangement with a supermajority of 75%, but only after an equal number of yearly switches has occurred.

A Full Time Nurse will be provided with the six (6) designated calendar holidays (8 hours per holiday).

Preference to work eight (8) hour shifts on a holiday will be first granted to those who routinely work eight (8) hour shifts. Every effort will be made to schedule ten (10), twelve (12) and sixteen (16) hour nurses eight (8) hours on the holidays if they so request. Inability to grant multiple eight (8) hour shift requests will be resolved on the basis of seniority (not rolling).

15.02 If a holiday designated in Section 15.01 falls on a Full Time Nurse's regularly scheduled day off, the Nurse will be paid eight (8) hours of pay at her regular base hourly rate for the holiday or, if mutually agreed, receive eight (8) hours of compensatory time off without loss of pay. The compensatory time off shall be scheduled for a date within five (5) pay periods after the pay period in which the designated holiday occurs. Such employee shall make a good faith effort to schedule it during this period and the manager maintains the right to schedule the holiday time within this period. However, when the holiday time is not able to be scheduled within five (5) pay periods, it would be paid at time and one half. A Nurse desiring the compensatory time off on a specific date must submit that request more than one (1) week prior to the posting of the schedule for the week in which that date occurs.

15.03 A Full Time Nurse who works on a holiday designated in Section 15.01 shall receive one and one-half (1½) times her regular base hourly rate for all hours worked on the holiday, plus any applicable Shift Differential, and, at the option of the Nurse, either an additional eight (8) hours of pay at the Nurse's regular base hourly rate or eight (8) hours of compensatory time off without loss of pay. The compensatory time off shall be on a mutually agreeable date within five (5) pay periods after the pay period in which

the designated holiday occurs. In calculating the holiday benefit under this Section for a Nurse scheduled to work on the 11:00 P.M. to 7:30 A.M. shift, or its equivalent, the holiday will be deemed to be from 10:00 P.M. through 10:00 P.M., adjusted as necessary for a Nurse on a ten (10) or twelve (12) hour work shift schedule. There shall be no duplication of premium payments for the same time as a result of this Section. Holiday pay will be paid from 11:00 P.M. the eve of the holiday until 11:00 P.M. the day of the holiday.

15.04 If a holiday designated in Section 15.01 falls within an eligible Full Time Nurse's vacation, the Nurse will be paid eight (8) hours pay at her regular base hourly rate for that day as the holiday pay in lieu of being charged with vacation hours. The payment will be adjusted as necessary for a Full Time Nurse in a ten (10) hour or twelve (12) hour work shift schedule.

15.05 A Part Time Nurse covered by this Agreement who works on a holiday designated in Section 15.01 shall be paid for such work at the rate of time and one-half (1½) of her regular base hourly rate for hours worked, plus any applicable Shift Differential, and shall receive an additional eight (8) hours of pay at her regular base hourly rate for the designated holiday benefit. A Part Time Nurse regularly scheduled for ten (10) or twelve (12) hour work shifts shall be eligible to receive pay for the number of hours for which she is scheduled on that date to a maximum of ten (10) or twelve (12) as appropriate. A Part Time Nurse is not otherwise eligible for the benefits provided for in Sections 15.02 and 15.03 of this Agreement.

15.06 Personal Holidays. Nurses covered by this Agreement shall be eligible for Personal Holidays only as set forth herein:

A. A Full Time Nurse covered by this Agreement shall be entitled to thirty-two (32) hours of Personal Holiday Time per calendar year; and a Part Time Nurse covered by this Agreement will receive Personal Holiday Time based upon their point position as of January 1st of each year as follows:

.9 = 28 hours

.8 = 24 hours

.7 = 20 hours

.6 = 16 hours

.5 = 12 hours

.4 = 8 hours

Less than .4 = 0 hours

- B. Upon the completion of the Introductory Period, a Full Time Nurse will be eligible for up to a maximum of thirty-two (32) hours of Personal Holiday Time during the first year of employment; only on the basis of eight (8) hours of Personal Holiday Time for each four (4) month period, or portion thereof remaining in the calendar year, provided that there are at least fifteen (15) days in that period. In the case of a Full Time Nurse or an eligible Part Time Nurse in the first year of employment, the Nurse will be eligible for the Personal Holiday Time provided that at least fifteen (15) days remain in the calendar year. Personal Holiday Time hours are not cumulative from year to year.
 - C. In no event will a Nurse be granted more Personal Holiday time in a calendar year than she would have been entitled to if she has been a regular Full Time Nurse on that schedule for the entire calendar year.
 - D. A Personal Day may be used on short notice for a personal or family emergency without regard to whether such absence constitutes an “occurrence” pursuant to the Hospital’s Attendance policy.
- 15.07 A Nurse shall make a request for a Personal Holiday as far in advance as is possible, and, in any event, at least one (1) week prior to the posting of the schedule for the week in which such requested day occurs. The time limits of this Section will not be applied in cases of bona fide emergency requiring the Nurse’s absence for the full scheduled shift where the reason for the request was not reasonably known or anticipated by the Nurse, provided the request can be granted consistent with efficient Hospital operations and equitable distribution of the work among remaining Nurses on the unit without premium pay. A request for a Personal Holiday shall be submitted not more than three (3) months prior to the day requested. Where the number of requests exceeds the number which can be granted, requests shall be granted in the order received. A Nurse may take only one (1) Personal Holiday after November 11 of the calendar year and any other Personal Holidays for which the Nurse is eligible which are not scheduled for use by that date shall be forfeited.
- 15.08 Holiday benefits will not be provided to a Nurse who is absent due to illness or disability, Workers’ Compensation, or Leave of Absence. A Nurse working pursuant to a light or moderate duty assignment shall remain eligible for benefits pursuant to this Article.

- 15.09 To be eligible for holiday benefits, the Nurse must: (a) perform work or be on vacation in the work week in which the holiday occurs or, if absent during such week due to being laid off, have performed work during the one (1) work week preceding the work week in which the holiday occurs; and (b) work as scheduled the Nurse’s last scheduled work shift before the holiday, the holiday if scheduled, and the Nurse’s first scheduled work shift following the holiday. The use of the term “scheduled” in this Section includes a change in shift which is approved after the schedule is posted.
- 15.10 Downsizing Pool. Full time employees shall receive an additional eight (8) hours of personal time annually and part time employees shall receive an additional four (4) hours of personal time annually.

XVI. VACATION

- 16.01 A. A Full Time Nurse earns vacation time at the rate of ten (10) working days per year beginning from the initial date of employment by the Hospital and continuing through the fifth (5th) year of full-time employment. Vacation time is accrued during this period at the rate of three and eight one-hundredths (3.08) hours per pay period for each eighty (80) hours for which the Nurse is paid by the Hospital in that pay period, which for purposes of this Section shall include Workload Adjustment Hours. After six (6) months of full-time employment, a Nurse may take part or all of her accrued vacation time. Time spent on vacation shall count toward accrual of vacation.
- B. Upon completion of five (5) years of employment as a Full Time Nurse, a Nurse is eligible to accrue up to fifteen (15) working days per year of vacation time. The fifteen (15) working days per year will accrue at the rate of four and sixty-two one-hundredths (4.62) hours per pay period for each eighty (80) hours for which the Nurse is paid by the Hospital in that pay period, including, for this purpose, Workload Adjustment Hours. Time spent on vacation shall go toward accrual of vacation.
- C. Upon completion of eleven (11) years of employment as a Full Time Nurse, a Nurse is eligible to accrue up to sixteen (16) working days per year of vacation time. The sixteen (16) working days per year will accrue at the rate of four and ninety-two one-hundredths (4.92) hours per pay period for each eighty (80) hours for which the Nurse is paid by the Hospital in that pay period, including, for this purpose, Workload Adjustment Hours. Time spent on vacation shall go toward accrual of vacation.

- D. Upon completion of twelve (12) years of employment as a Full Time Nurse, a Nurse is eligible to accrue up to seventeen (17) working days per year of vacation time. The seventeen (17) working days per year will accrue at the rate of five and twenty-three one-hundredths (5.23) hours per pay period for each eighty (80) hours for which the Nurse is paid by the Hospital in that pay period, including, for this purpose, Workload Adjustment Hours. Time spent on vacation shall go toward accrual of vacation.
 - E. Upon completion of thirteen (13) years of employment as a Full Time Nurse, a Nurse is eligible to accrue up to twenty (20) working days per year of vacation time. The twenty (20) working days per year will accrue at the rate of six and sixteen one-hundredths (6.16) hours per pay period for each eighty (80) hours for which the Nurse is paid by the Hospital in that pay period, including, for this purpose, Workload Adjustment ours. Time spent on vacation shall go toward accrual of vacation.
 - F. A Full Time Nurse who attains thirty-nine thousand five hundred twenty (39,520) hours of seniority as a Nurse under this agreement shall, on a one (1) time basis in the year in which the Nurse attains such seniority, be eligible to accrue up to forty (40) additional hours of vacation time for use in that vacation year. The additional forty (40) hours will accrue at the rate of one and fifty-four one hundredths (1.54) hours for each eighty (80) hours for which the Nurse is paid by the Hospital in that pay period, including for this purpose, Workload Adjustment Hours.
 - G. For purposes of determining the level at which a Nurse will accrue vacation pursuant to this Section, the Nurse will be given credit for all continuous unbroken service at the Hospital and shall not be limited to time spent as a Staff Registered Nurse covered by this Agreement.
- 16.02 A Nurse may accumulate vacation to a maximum of two (2) times her annual vacation allotment.
- 16.03 Accrued vacation time is payable to those who resign, provided a two (2) week written termination notice has been given the Nurse's Director or her designee and the post-notice period is worked as scheduled, and provided further that the Nurse has had at least one (1) year of continuous service in Nursing Services at the Hospital prior to resigning. If a Nurse dies before taking all of her accrued vacation time, the estate of the employee will be paid the value of the remaining hours at the Nurse's regular base hourly rate.

- 16.04 A Nurse will be paid her regular base hourly rate for vacation time. A Full Time Nurse who has been assigned to and working an evening or night shift on a steady basis for at least six (6) months prior to the commencement of vacation shall have Shift Differential included in the vacation pay.
- 16.05 A. Vacations may be requested and scheduled for any time during the year considering both the wishes for the Nurse and the efficient operation of the Hospital. However, it must be recognized that the final determination as to scheduling of vacation times lies with the Hospital. The Hospital reserves the right to limit the scheduling of vacation during certain periods of time during the year. Unless otherwise expressly agreed by the Hospital, scheduled vacation weeks shall be Sunday thru Saturday. Requests for additional time not scheduled pursuant to Section 16.07 may be made in less than five (5) day increments. The vacation weekend day coverage process set forth in Section 16.05B shall be applicable here.
- 16.05 B.
1. Effective with the ratification of this Agreement in April 2013, the designated Weekend days (Saturdays and/or Sundays) in which a 2nd RN has chosen the same week as the 1st RN of the same weekend will be posted as a "Need" on the "Vacation Needs List." This list will be posted immediately as the vacation schedule is completed and all needs are identified.
 2. All staff will be permitted to "volunteer" to fill any or all of the "Vacation Needs." The staff member will sign up on the "Needs List." If there is more than 1 staff member interested in filling the need, the staff member who is not in an overtime situation will be granted the shift. If all volunteers are in an overtime situation, the "rolling seniority overtime list" will be utilized to determine whose turn it is to fill the need.
 3. At the time a schedule is being prepared that has a "Vacation Need" the volunteer from the Vacation Needs List will be scheduled the designated shift she has volunteered to work.
 4. At the time a schedule is being prepared that has a "Vacation Need" on it that no one has volunteered to work, a 2nd "Needs List" will be posted and an e-mail will be sent to all staff. All staff will be permitted to sign up on the "needs list" following the same process as outlined above in item 2 above.

5. At the time that a schedule is posted and there are no volunteers to fill a designated vacation need, the Nurse whose vacation creates the weekend need would be required to work that weekend. If downsizing occurs on that weekend, then if the Nurse whose vacation created the need or the Nurse who is filling the vacation need would be working that shift at straight time, then such Nurse would have the option to be downsized first; however, if such Nurse would be working that shift at overtime, then they would be the first to be downsized.

For purposes of this section:

- Saturday and Sunday is considered the weekend for all shifts related to vacation needs
- The “Needs” shift can be either 8 or 12 hours and the Nurse will be expected to work the entire shift unless there are volunteers to split the shift
- Volunteers that do not result in overtime will be given priority, but overtime is permitted as staff considers volunteering to fill the vacation needs
- If more than 1 Nurse volunteers for the same need and both are in an overtime situation, the Nurse with the least overtime will be utilized. If both are in the same overtime situation, the “rolling seniority overtime list” will be utilized to determine whose turn it is to fill the need.

16.06 A. When there are more requests on a unit for available scheduled vacation time than will be granted to Nurses covered by this Agreement on that unit, conflicts shall be resolved on the basis of relative seniority, with the Nurse having the greater seniority given preference for the desired time. However, a Nurse may exercise seniority to obtain initial preference only for the equivalent of one-half (1/2) of the number of weeks, rounded to full weeks, of her vacation entitlement, to a maximum of two (2) weeks, so that less senior Nurses on the unit also will have an opportunity for vacation during the more desirable vacation periods.

B. A Nurse with greater than twenty thousand eight hundred (20,800) hours of seniority shall have an opportunity to schedule a single block of vacation time equal to the maximum number of weeks the Nurse is eligible to accrue in that year as provided for in this

Subsection. This vacation scheduling option may be exercised only to the extent that such a block of vacation time is available on the Nurse’s unit after more senior Nurses have expressed their vacation preference as otherwise provided for in this Article. This option may be exercised only for vacation time in the periods between the second week in January and the week before Memorial Day week, and between the week after Labor Day week and the week before Thanksgiving week. Once a Nurse has exercised this vacation scheduling option, she will not again be eligible for this scheduling benefit for a period for five (5) years.

16.07 In order to facilitate preference as to the selection of available vacation time, the Director on each unit will post the blank vacation sign up schedule in the first week of October. The Hospital will determine the number of Nurses it will permit on vacation at any one time. Vacations will be selected based upon seniority with the most senior first. Conflicting requests will be resolved pursuant to the provisions of Sections 16.05 and 16.06. A vacation schedule for each unit will be posted by the first business day of January in each year. However, accrued vacation time not scheduled as of January 1 may be taken only with the approval of the Director or her designee of, in the absence of the Director, the appropriate Director of Patient Services. The Hospital will attempt to accommodate the vacation scheduled by Nurses who change units during the calendar year.

16.08 While the final determination as to scheduling of vacation times lies with the Hospital based upon patient needs and efficient operations as set forth in Article 11, Sections 16.05, 16.06, 16.07 of Article 16, and elsewhere in this Agreement, the Hospital will attempt to grant vacation requests consistent with the following guidelines when otherwise feasible and practicable:

<u>Unit(s)</u>	<u># of RN FTEs on Unit</u>	<u>RNs Allotted Vacation at a Time*</u>
Float Pool, 4S,		
TCF, 5S, 3N, 3S	0-15	1
Preop	n/a	2
7T, PACU, 6T, OR	16-24	2
3M, ED	25-34	2FT and 1PT
6M, 5M	35-44	3
ICU (SICU/MICU)	45-55	4

*The number of Nurses on a scheduled and approved leave of absence will not affect the number of RNs allotted vacation

- 16.09 If an illness or accident preventing work occurs prior to and extends into a Nurse's scheduled vacation, the vacation shall be postponed and the vacation time off shall be scheduled for another mutually agreeable time during the year considering both the wishes of the Nurse and the efficient operation of the Hospital. If an illness or accident preventing work begins after a Nurse commences her vacation, the original vacation as scheduled shall remain in effect.
- 16.10 A Nurse may request pay for the time she will be on vacation prior to the commencement of her vacation by submitting a written request therefore to her Director or, in the Director's absence, to the appropriate Director of Patient Services, at least one (1) week prior to the beginning of the payroll period in which the vacation will be taken.
- 16.11 A Part Time Nurse (.4 FTE or greater) covered by this Agreement is eligible to accrue vacation time in any period in which the Part Time Nurse is paid for more than thirty (30) hours, which shall include, for this purpose, Workload Adjustment Hours. For purposes of applying Section 16.01 of the Agreement to Part Time Nurses, a Part Time Nurse will be deemed to have one (1) year of employment as a Full Time Nurse for each two thousand eighty (2,080) seniority hours possessed by the Nurse under this Agreement and the Part Time Nurse shall accrue vacation time at the corresponding level of service provided for in Section 16.01. In order to be eligible to take vacation accrued pursuant to this Section, a Part Time Nurse must accumulate one thousand forty (1,040) hours or be actively employed for at least one (1) year, whichever occurs first. For illustrative purposes, a table showing accruals based upon completed years of service is included as Appendix A.
- 16.12 No calendar week shall be "blocked" from the scheduling of vacation. The calendar weeks of Thanksgiving, Christmas, and New Year's shall be granted to a minimum of one (1) Nurse per unit by rolling seniority, and each holiday shall be considered separately (i.e., most senior to least senior who have never worked the holiday week, then those who have had vacation the holiday week in reverse date order). Holiday vacation will be picked prior to the start of regular vacation schedule. The Holiday week shall count as a first round pick. If Holiday week remains open, the same process minus the initial holiday rotation will be repeated for the second round. Holiday weeks taken stay with the employee for the longevity of employment.

XVII. DISABILITY

- 17.01 Disability is defined as the absence of a Nurse from scheduled work by reason of illness or accident which is not compensable under the Pennsylvania Workers' Compensation Laws.

- 17.02 The Disability program contained herein is intended to provide a Nurse covered by this Agreement with a continuation of wages when absent due to a verified illness or accident, as more specifically set forth in Section 17.01 and 17.08 of this Agreement. The program is not intended to be used for absence for any reason other than the Nurse's illness or accident.
- 17.03 A.
- A Full Time Nurse will accrue sick leave at the rate of three and seven-tenths (3.7) hours per pay period worked. Regular Part Time Nurses will accrue sick leave on a prorated basis based on hours worked in a pay period as compared to full time.
- B.
- Nurses may accrue unused sick leave to a maximum of eight hundred (800) hours.
- C.
- To be eligible for benefits under this Article, a Nurse who will be absent for a day shift assignment must notify the Hospital at least one and one-half (1½) hours prior to the start of the Nurse's scheduled work shift for that day and Nurses who will be absent for a shift other than day shift must notify the Hospital at least two (2) hours prior to the start of the scheduled work shift. If the absence from work lasts for three (3) days or more, the Nurse must provide written certification by a physician as proof of the illness or injury. The medical certification shall also stipulate to the satisfaction of the Hospital that the Nurse is physically able to return to work and to perform all of the requirements of her job. The Hospital reserves the right to require written physician verification for an absence of less than three (3) days duration when the Hospital, in its sole discretion, deems verification to be advisable. When notifying the Hospital of an absence due to illness or injury, the Nurse shall report the nature of the illness or injury and its expected duration. Unless otherwise directed, the Nurse is required to provide notice on each day of an absence. Notice of absence shall be made to the Nursing Services Office.
- D.
- Although an "occurrence" shall result when management sends a Nurse home for a non-work related illness or injury, the circumstances of such "occurrence" shall be considered when applying the Hospital's Attendance Policy before dispensing any resultant discipline.

- 17.04 Hours paid for Disability shall not be counted as hours worked for purposes of calculation of overtime compensation.

- 17.05 Any absence by reason of illness or accident which occurs during a Nurse’s scheduled vacation or holiday shall not constitute Disability under this Article, nor shall it entitle a Nurse to benefits under this Article until such time as the Nurse is unable to return to scheduled work due to the illness or injury.
- 17.06 When an absence occurring hereunder is the result of illness or accident caused by a third party and for which said Nurse receives compensation from said third party, subrogation rights may be asserted to receive from said third party an amount equal to the benefits provided under this Article.
- 17.07 The Hospital will provide an eligible Full Time Nurse with, and pay the premium for, a long-term disability plan providing for a benefit commencing after the ninetieth (90th) consecutive day of continuous disability, in a monthly benefit amount equal to sixty percent (60%) of the Covered Monthly Earnings at the time of disability up to a maximum of four thousand dollars (\$4,000.00) per month, but offset by funds received from other sources, subject to the terms and conditions as more specifically set forth in the Plan of Insurance. A Part Time Nurse (.5 FTE and above) covered by this Agreement may purchase such long-term disability insurance coverage through the Hospital group plan available to a Full Time Nurse at her own expense through payroll deduction.
- 17.08 A Nurse shall be required to use accumulated sick leave prior to becoming eligible for the long term disability benefits provided for herein. Pay for a day of sick leave shall be at the Nurse’s regular base hourly rate. In the case of such a Nurse, disability insurance benefits will be provided only to the extent that sick leave has been exhausted. Unused sick leave is not reimbursable upon termination of employment.
- 17.09 A Full Time Nurse who is actively working as scheduled who does not have an unscheduled call-offs for a rolling period of six (6) months will be credited with one (1) additional personal holiday for use in the next succeeding six (6) months. A Part Time Nurse who meets the foregoing attendance requirement for the six (6) month period will receive prorated personal holiday time based upon the Part Time Nurse’s point position.

XVIII. WAGES

18.01 Regular Base Hourly Rate. The “regular base hourly rate” is defined as the Nurse’s straight time rate of pay per hour without the inclusion of any increment, differential, or premium of any kind.

18.02 Regular Base Hourly Rates and Wage Schedule.

A. The following Wage Schedule shall be in effect during the term of this Agreement:

	4/17/16	4/17/17	4/17/18
Start	\$28.91	\$29.78	\$30.67
Two	\$30.36	\$31.27	\$32.21
Four	\$31.53	\$32.48	\$33.46
Six	\$32.89	\$33.87	\$34.89
Eight	\$33.78	\$34.80	\$35.85
Ten	\$35.58	\$36.65	\$37.74
Twelve	\$36.20	\$37.29	\$38.41
Fifteen	\$37.19	\$38.31	\$39.46
Eighteen	\$38.13	\$39.27	\$40.45
Twenty	\$38.93	\$40.10	\$41.31
Twenty-three	\$40.75	\$41.97	\$43.23
Twenty-six	\$41.15	\$42.38	\$43.65
Twenty-nine	\$41.54	\$42.79	\$44.07
Thirty-two	\$42.33	\$43.60	\$44.91

Registered Nurses will progress to the appropriate “level” on the Wage Schedule upon completing the required years of service (as per this Article XVIII) based upon “longevity hours” as defined in Article 18.02. This movement shall occur upon such attainment regardless of the date upon which the hours are attained.

Level as used on the “Wage Schedule” shall be determined by “longevity hours,” with two thousand eighty (2,080) longevity hours being equivalent to one (1) year/level. For purposes of this Wage Schedule, longevity hours shall be defined as a Nurse’s seniority hours plus hours of experience credited to that Nurse pursuant to Section 18.04 of this Agreement or its predecessors.

18.03 In the case of a Nurse hired by the Hospital who has previous experience as a Registered Nurse, the Hospital shall evaluate the prior experience of the Nurse and may credit her with the number of hours of experience it deems appropriate for regular base hourly rate purposes. Newly-hired

experienced Nurses shall be slotted into the Wage Schedule in accordance with the number of hours of experience credited to them by the Hospital and be paid at a regular base hourly rate established by the Hospital which is comparable to that of similarly experienced Nurses.

18.04 Wage increases will take effect on the first day of the pay period in which the increase is scheduled, and step increases will take effect on the first day of the pay period in which the new step occurs.

18.05 A Nurse designated by the Hospital to act as Team Leader for:

- A. At least a full eight (8) hour shift;
- B. At least four (4) consecutive hours in the case of a Nurse in the Operating Room, PACU, and OPSC; or,
- C. At least four (4) consecutive hours for a Nurse on a twelve (12) hour shift in the case of overlap;

will be paid an additional one-dollar and fifty cents (\$1.50) per hour for each full hour worked as designated Team Leader. The Hospital may, in its discretion, elect to pay this Team Leader differential in other circumstances where the Hospital deems appropriate and has assigned a Nurse to act as Team Leader for at least four (4) consecutive hours

18.06 Longevity Bonus. Nurses who have completed twenty (20) years of service at the Hospital will be paid a one (1) time lump sum bonus in the amount of three hundred dollars (\$300.00), minus appropriate legal deductions. Additional bonuses in the amount of three hundred dollars (\$300.00) will be paid to a Nurse for each additional five (5) years after the twenty-year bonus. The bonus payments will be made on an annual basis not later than June 30 of each year to each of those Nurses who achieve entitlement thereto in the prior year.

XIX. RETIREMENT

19.01 Nurses covered by this Agreement shall become participants in and entitled to benefits under the Retirement Plan for Registered Nurses at Butler Memorial Hospital as amended and stated effective as of July 1, 1997 (the "Plan"), as subsequently amended by regulatory governmental agencies and standards such as the Internal Revenue Service ("IRS"), United States Department of Labor ("DOL"), and Employee Retirement Income Security Act ("ERISA").

19.02 A participant's accrued benefit shall be forfeitable until only the completion of three (3) years of service as defined in the Plan.

19.03 The eligibility age requirement for initial participation in the Plan according to its terms shall be twenty-one (21) years.

19.04 Nothing herein shall be construed as a limitation upon the Hospital's right to amend the Plan if it deems necessary, provided that such amendments are made in accordance with the Plan and the provisions of ERISA.

19.05 A nurse who is at least fifty-nine and one-half (59.5) years of age has at least twenty (20) years of service upon separation from the Hospital shall be eligible to participate in the Hospital's bridge health insurance continuation, for the employee only, at the then existing COBRA rates. For purposes of this benefit, a year of service shall be defined as at least 1000 worked hours in a calendar year (to include worked, vacation, holiday, sick, personal time, extra personal time and workload adjustment hours). Such employee may only participate in the Home Host option. Such COBRA coverage shall be available until the employee reaches the age of sixty-five (65) or becomes eligible for Medicare prior to reaching their 65th birthday, to a maximum of five and one-half (5.5) years. The Hospital shall contribute two hundred fifty dollars (\$250.00) per month toward the cost of such coverage. The employee shall be responsible for the balance of the cost.

19.06 Participation in this COBRA bridge insurance requires participation in the Hospital's health care management program in existence for other employees of the Hospital.

XX. HEALTH INSURANCE

- 20.01 A. The Hospital will provide eligible Nurses covered by this Agreement with health care benefits through the Highmark Blue Cross/Blue Shield PPO Blue Plan or other carriers, provided coverage remains substantially equivalent to that which exists at the effective date of this Agreement.
- B. A Nurse shall not be eligible to participate in this program if the Nurse is eligible to receive benefits from a paid-for plan for hospitalization insurance that is equal to or better than the plan offered by the Hospital. If the Nurse does not have available equal or better coverage for the Nurse or her dependents, the Hospital will provide said Nurse and/or her dependents with coverage under the plan set forth herein, provided that the Nurse submits such proof of coverage as the Hospital may require and informs the Hospital of any subsequent changes in that coverage as soon as possible, but in no event later than one (1) week of her becoming aware of their occurrence.

20.02 Nurses desiring the coverage under the Hospital Group Health and Medical Insurance Plans shall pay, by authorized payroll deduction, the bi-weekly payments set forth for each calendar year. The Nurse’s actual bi-weekly contribution shall be a percentage of the Hospital’s total healthcare premium.

Full-time contributions under the Highmark and UPMC Health Plan PPO plans shall be the following percentage of total premium in each year of the agreement.

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Family:	15%	15%	16%
Employee:	16%	16%	17%

The above percentages of premiums under the Highmark and UPMC Health Plan PPO plans for full-time Nurses will also have the following bi-weekly contribution “caps” in each year of the Agreement.

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Family:	\$120	\$132	\$145
Employee:	\$45	\$49.50	\$54.45

Part-time Nurses will also contribute a flat percentage of the total premium for healthcare coverage under the Highmark and UPMC PPO Plans as follows:

<u>Family Coverage</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
.9	15%	15%	16%
.8	15%	15%	16%
.7	35%	35%	36%
.6	43%	43%	44%
 <u>Employee Only Coverage</u>			
.9	16%	16%	17%
.8	16%	16%	17%
.7	39%	39%	40%
.6	42%	42%	43%

The above percentage of premiums under the Highmark and UPMC Health Plan PPO Plans for part-time nurses will also have the following bi-weekly contribution caps in each year of the Agreement:

Family Coverage	2017	2018	2019
.9	\$120	\$132	\$145
.8	\$120	\$132	\$145
.7	\$280	\$308	\$338.80
.6	\$344	\$378.40	\$416.24
 Employee Only Coverage			
.9	\$45	\$49.50	\$54.45
.8	\$45	\$49.50	\$54.45
.7	\$109.69	\$120.66	\$132.72
.6	\$118.13	\$129.94	\$142.94

The Hospital and Union further agree that healthcare contributions for part-time Nurses will fluctuate based on actual hours paid on a per pay basis.

The actual pay deduction will be to the point position based on actual hours paid (for example, a .6 FTE Nurse who was paid 65 hours in the pay period would receive the .8 FTE deduction for healthcare premiums).

Nurses (both full-time and part-time) who choose the UPMC HMO plan offering will continue to pay the same percent of total premium as is in effect during calendar year 2013 in each of the subsequent years of the Agreement.

20.03 The Hospital will provide, subject to the same conditions which apply to the insurance coverage provided for in Section 20.01, Nurses covered by this Agreement with basic dental insurance coverage under the Hospital Plan as in effect on January 1, 1999, or its equivalent coverage. The Plan and extent of benefits, or equivalent coverage, available to a nurse are those in effect on January 1, 1999. Unless otherwise agreed, said Plan, or its equivalent coverage, shall remain in effect for Nurses for the duration of this Agreement.

20.04 The Hospital will provide, subject to the same conditions which apply to the insurance coverage provided for in Section 20.01, Nurses covered by this Agreement with basic vision coverage under the Hospital Plan as in effect on January 1, 1999, or its equivalent coverage. The Plan and extent of benefits, or equivalent coverage, available to a nurse are those in effect on January 1, 1999. Unless otherwise agreed, said Plan, or its equivalent coverage, shall remain in effect for Nurses for the duration of this Agreement.

20.05 Part Time Nurses (.6 FTE or greater) covered by this Agreement shall be given the option as available to Full Time Nurses to participate in the Hospital's group dental and vision insurance plan. Nurses desiring to so participate shall pay, by authorized payroll deduction, the bi-weekly premium payments for dental and vision as agreed upon and set forth below:

Calendar year 2016 bi-weekly contribution rates will not increase and will remain in effect.

Bi-Weekly Contribution Rates:

<u>Family Coverage</u>	<u>Dental I</u>	<u>Dental II</u>	<u>Vision</u>
FT	6.39	38.85	1.32
.9	8.91	39.08	1.84
.8	9.50	39.08	1.96
.7	18.46	39.08	3.82
.6	24.15	39.08	4.99

<u>Employee Only Coverage</u>	<u>Dental I</u>	<u>Dental II</u>	<u>Vision</u>
FT	2.05	14.34	.50
.9	3.06	14.34	.77
.8	4.07	14.34	1.03
.7	6.06	14.34	1.56
.6	7.93	14.34	2.02

20.06 During the term of this Agreement, the Hospital may replace the present health insurance plan provided through Highmark Blue Cross/Blue Shield and vision and/or dental plan(s) with another form of managed care benefits program, provided the coverage remains substantially equivalent to that which exists at the effective date of this Agreement. Prior to implementation of any such modifications, the Hospital shall advise the Union President of said proposed changes and will consider the ideas and recommendations of the Union President, retaining discretion to implement such changes.

20.07 The parties agree to work cooperatively to establish and to strongly encourage participation in a voluntary health management/health promotion program to be offered by the employer. As part of their new health care plans, the employer intends to implement hospital inpatient and pharmaceutical case management.

XXI. HEALTH AND WELFARE

21.01 A. Pre-employment physical examinations will be provided by the Hospital's designated physician only. Annual physical examinations will be provided by the Hospital's designated physician at the expense of the Hospital or, at the option of the Nurse, by the Nurse's physician at the expense of the Nurse. A complete physical, CBC, Urinalysis, Blood Pressure, Chest X-Ray, Serology, SMA-12, and Pap Smear (the pap smear shall be at the option of the Nurse) will be included in the examination. The Hospital will pay the cost of a pap smear lab test performed by a private physician as part of the annual physical, if requested by the Nurse, but only to the extent that such test is not reimbursed by any form of insurance. The foregoing shall not be construed as any limitation upon the Hospital's right to require a medical examination by a physician selected by the Hospital to determine continued fitness for work when reasonable cause exists to question fitness.

B. If during the term of this Agreement the Hospital decides to change its health insurance plan, Nurses covered by this Agreement will be eligible for physical examinations pursuant to the then-applicable Hospital group health insurance plan.

- 21.03 Nurses covered by this Agreement will be eligible to participate in the Hospital's Section 125 Flexible Benefit Plan to the extent such plan is continued by the Hospital.

XXII. LIFE INSURANCE

- 22.01 Life Insurance shall be provided to each Full Time Nurse who has successfully completed six (6) months of continuous service as a Nurse covered by this Agreement since her last date of hire by the Hospital in an amount equal to one hundred percent (100%) of the Nurse's annual base earnings, rounded to the next higher one thousand dollars (\$1,000.00), unless the amount equals a multiple of \$1000, with double indemnity for accidental death. In addition to the life insurance provided by the Hospital in this Section, a Full Time Nurse may purchase supplemental life insurance in an amount equivalent to twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), or one hundred percent (100%) of her annual base earnings, rounded to the next higher one thousand dollars (\$1,000.00) multiple unless the amount equals a multiple of \$1000, at her own expense through payroll deduction. In addition, the Hospital will provide life insurance coverage in the amount of five thousand dollars (\$5,000.00) for the Nurse's spouse and two thousand five hundred dollars (\$2,500.00) for the Nurse's dependents.
- 22.02 Eligible retirees will have all of her Life Insurance reduced to twenty percent (20%) of annual earnings or a minimum of one thousand dollars (\$1,000.00) and a maximum of five thousand dollars (\$5,000.00).
- 22.03 A Part Time Nurse (.2 FTE or greater) covered by this Agreement shall be entitled to Life Insurance Coverage equal to an amount based upon the Nurse's base earnings, rounded to the nearest one thousand dollars (\$1,000.00). Such an eligible Part Time Nurse may purchase supplemental life insurance in an amount equivalent to twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), or one hundred percent (100%) of her base earnings, rounded to the nearest one thousand dollars (\$1,000.00), at her own expense through payroll deduction. In addition, the Hospital will provide life insurance coverage in the amount of five thousand dollars (\$5,000.00) for the Nurse's spouse and two thousand five hundred dollars (\$2,500.00) for the Nurse's dependents.
- 22.04 The Hospital will pay the entire cost of the Basic Group Life Insurance as described in this Article. However, the cost of any Supplemental Life Insurance will be paid by the Nurse through payroll deduction.

XXIII. LEAVE OF ABSENCE

- 23.01 A Nurse desiring a Leave of Absence for reasonable purpose who has been employed for six (6) continuous months as a Full Time or Part-Time Nurse covered by this Agreement may be granted such Leave or an extension without salary and benefits in the Hospital's discretion and such Leave or extension shall not be unreasonably denied.
- 23.02 A Nurse absent on Leave shall be considered as having quit if she engages in other employment without the consent of the Hospital.
- 23.03 Application for a Leave of Absence or an extension should be made in writing on the form designated by the Hospital for this purpose. It should be made to the Nurse's Director at least one (1) month in advance of the desired Leave or extension, except in case of emergency.
- 23.04 Nurses covered by this Agreement will be eligible for Leave of Absence for medical disability, including medical disability due to pregnancy, pursuant to the Hospital's FMLA Policy and, in the event of conflict, the FMLA Policy will take precedence. Consistent with FMLA regulations, the employer will begin counting an employee's twelve (12) weeks of FMLA-covered absence from the first day when an employee no longer reports to work.
- 23.05 A Leave of Absence for the performance of duty with the United States Armed Forces shall be granted in accordance with applicable Federal and State law.
- 23.06 While on any type of Leave of Absence or an extension, seniority shall not continue to accrue and such time shall not be counted towards vacation accrual, sick benefits, or holiday credits, which shall be arrested. Also, except as otherwise provided herein, during the Leave or extension period, all salary and benefits shall cease. A Nurse on approved Leave of Absence shall be eligible for continued life (only in the case of a medical leave for up to one year) and hospitalization insurance coverage during Leave of Absence by paying the Hospital the premiums when due; or, in the case of an FMLA Leave, as provided for in the FMLA Policy.
- 23.07 A. Educational leaves may be granted, upon written application and proof of attending an educational institution, for a period not to exceed twelve (12) months. However, at the end of the initial twelve (12) month period, the Nurse, upon application and proof of continued enrollment in and attendance at an educational endeavor, may be granted an additional leave for a period not to

exceed six (6) months. The Hospital will grant such leave to only so many Nurses at any one time as is consistent with its staffing patterns and efficient operating procedures within the Hospital, not to exceed ten (10) Nurses at any one time unless otherwise approved by the President.

B. A Nurse who has taken an educational leave, as set forth herein, shall be eligible for additional educational leave provided the following conditions are satisfied:

- (1) Upon completion of six (6) months of continuous employment as a Full Time Nurse covered by this Agreement at the Hospital following return from the leave, a Nurse shall be eligible for an additional educational leave not to exceed six (6) months.
- (2) Upon completion of twelve (12) months of continuous employment as a Full Time Nurse covered by this Agreement at the Hospital following return from the leave, a Nurse shall be eligible for an additional educational leave as set forth in Section 23.07.A. herein.
- (3) A Nurse with three (3) years or less service at the Hospital shall be entitled to no more than a total of twenty-four (24) months of educational leave during her employment at the Hospital.
- (4) A Nurse with four (4) years of service at the Hospital shall be entitled to no more than a total of thirty-six (36) months of educational leave during her employment at the Hospital.

C. A Nurse shall be eligible for continued life and hospitalization insurance coverage during educational leave by paying the Hospital the premiums when due.

23.08 Extended Personal Leave.

An employee who exhausts their allotment of leave taken pursuant to the FMLA, NDAA or otherwise taken pursuant to this Agreement may request additional leave time by applying to the office of Human Resources for an extension of their leave. The Hospital will not unreasonably deny such request for additional leave time (i.e., a time frame beyond FMLA and/or NDAA leave,

etc.) depending on the nature and circumstances of the request, the amount of additional leave time requested, departmental staffing levels, efficiency of operation and most importantly patient needs. If the Hospital elects to extend an employee's leave of absence, that employee's position will be held only if the leave is being extended by forty-five (45) or fewer calendar days.

In the event such leave extends beyond this 45-day period, the employee's position will not be held but the employee may internally bid on any vacant position for which they are qualified, will be given preference before an outside applicant and shall retain their seniority during that period. An employee on an Extended Personal Leave at one year (inclusive of FMLA/NDAA leave time) shall be separated from employment at that time but shall have their seniority restored if rehired within one hundred eighty (180) days of their separation date.

XXIV. BEREAVEMENT LEAVE

24.01 A. A Full Time Nurse and a Part Time Nurse regularly scheduled for thirty-two (32) hours or more per week shall be permitted up to one (1) week of leave from scheduled work, for up to twenty-four (24) hours of pay and may use Workload Adjustment Hours or benefit time for any remaining unpaid time, at the Nurse's election, for the death of the Nurse's spouse, child, step-child, parent, step-parent, parent of spouse, brother, sister, or grandchild.

B. A Part Time Nurse covered by this Agreement shall be permitted up to one (1) week of leave from scheduled work for up to sixteen (16) hours of pay and may use Workload Adjustment Hours or benefit time for any remaining unpaid time, at the Nurse's election, for the death of the Nurse's spouse, child, step-child, parent, step-parent, parent of spouse, brother, sister, or grandchild.

24.02 A Nurse shall be permitted one (1) day's leave from scheduled work for up to eight (8) hours of pay and may use Workload Adjustment Hours or benefit time for any remaining unpaid time, at the Nurse's election, for the death of the Nurse's grandparent, uncle, aunt, niece, nephew, brother-in-law, sister-in-law, or grandparent of Nurse's spouse. However, if any of the above-mentioned relatives resides in the same household with the Nurse, leave will be granted in accordance with Section 24.01 above.

24.03 Bereavement leave shall not be taken more than seven (7) days after the death of the Nurses relative except that a reasonable amount of travel time

will be afforded under this Article, provided such total paid leave and travel time does not exceed the number of days provided for herein.

XXV. JURY DUTY

- 25.01 Regular full time and part-time Nurses are eligible for jury duty pay as of his/her date of hire and as detailed in the Hospital's policy pertaining to Jury Duty.

XXVI. CONTINUING EDUCATION PROGRAMS

- 26.01 It is recognized that the Hospital may require a Nurse covered by this Agreement to attend in-service programs. A Nurse who attends an in-service program at the direction of the Hospital on off duty time shall be compensated for the time spent in such program pursuant to this Agreement and the FLSA. A Nurse attending an in-service program during normal working times shall not lose compensation. The Hospital may, but shall not be required to, compensate a Nurse who voluntarily participates in an in-service program not at the direction of the Hospital.
- 26.02 The Union and the Hospital recognize the need for continuing education programs. A Nurse authorized or required to attend a conference, class, workshop, program, and other educational gathering away from the Hospital shall be reimbursed for reasonable expenses for food, lodging, travel, or mileage and fees and shall suffer no loss of regular earnings. Authorization for continuing education and cross-training shall be granted at the discretion of the Hospital; however, the Hospital agrees to act in good faith in considering a Nurse's request.

XXVII. GENERAL PROVISIONS

- 27.01 A. No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours or in working or patient care areas except as provided for in the handling of grievances.
- B. Upon timely request to the Director or her designee, the Union President or her designee will be granted time off from scheduled work without pay to attend third step grievance meetings, provided her absence does not unduly interfere with patient care on her assigned unit. This time shall be treated as Workload Adjustment Hours for purposes of this Agreement.

- 27.02 The Hospital shall furnish the following information to the Union within fifteen (15) days following the last day of each month:

- A. Any changes in job classification of any Nurses;
- B. Accessions and termination of Nurses.

- 27.03 Upon request, the Hospital shall furnish to the Union a list of the names and addresses of all Nurses covered by this Agreement.

- 27.04 The Hospital and the Union acknowledge that this Agreement represents the result of collective negotiations conducted under and in accordance with the provisions of applicable law and constitutes the entire Agreement between the parties for the duration of the life of said Agreement, the Union waiving the right to bargain collectively with the Hospital with reference to any other subject, matter, issue, or thing, whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

- 27.05 It is agreed that in the case of an emergency, such as flood, fire, epidemic, or other unforeseen major contingency, the terms of this Agreement shall not be deemed to apply in connection with measures deemed necessary by the Hospital for the care and protection of residents, employees, buildings, and equipment or reasonably necessary to repair and place the same in condition thereafter for occupancy.

XXVIII. ASSOCIATION BUSINESS

- 28.01 Representatives of the Union may enter the Hospital for the purpose of ascertaining whether or not the Agreement is being observed by the parties hereto, upon proper notice to the Vice President, Human Resources, and subject to reasonable times, Hospital rules, procedures, and patient needs. No discussions or grievance investigations will be conducted on patient floors or in any manner that will interfere with the work of the employees or the operation of the Hospital.

- 28.02 Space shall be provided on the bulletin boards located on each unit for use by the Union in making official announcements. The Union will have the right to label the bulletin boards as such.

- 28.03 Every attempt will be made to schedule off the members of the Union Negotiating Committee for attendance at joint negotiating meetings with the Hospital, consistent with maintaining patient care on the affected units. Members of the Negotiating Committee shall have the option of using

benefit time or Workload Adjustment Hours for time lost in attendance at joint negotiating meetings with the Hospital.

- 28.04 No more than one (1) Nurse at a time shall be entitled to take up to six (6) months leave of absence to work on behalf of the Union. Such leaves shall be in accordance with Article XXIII, Leave of Absence.
- 28.05 Every attempt will be made to grant Union representatives and officers single days off without pay without advance notice for Union business, such as state executive board meetings and training, consistent with maintaining patient care on the affected units.
- 28.06 Labor-Management Conferences. The Hospital and Union agree that, during the life of this Agreement, representatives from both parties (not to exceed five (5) from each) will be designated, in writing, by each party to the other, for the purpose of meeting at mutually agreeable times and places so as to apprise the others of problems, concerns, suggestions, and ideas related to wages, hours, terms, and conditions of employment and matters of professional practice, all to promote better understanding with the other. Except where otherwise mutually agreed, participants shall be limited to the designated representative and to persons in the employ of the Hospital. Unless otherwise mutually agreed, such meetings shall not be for the purpose of initiating or continuing collective bargaining or in any way to modify, add to, or detract from the provisions of this Agreement or to discuss grievances and/or arbitrations. Unless otherwise agreed, meetings shall be held at least monthly at a mutually agreeable time and place. The parties shall exchange agenda items at least five (5) working days prior to the meeting.

XXIX. EDUCATIONAL TUITION REIMBURSEMENT

- 29.01 Policy. In appreciation of the value of education which increases employee skills, knowledge, or technological capabilities, the Hospital encourages Nurses to obtain further schooling and certification through providing tuition and examination reimbursement.
- 29.02 Procedures. A Nurse desiring reimbursement for tuition expenses for extra schooling or for a certification or recertification examination is responsible for the following:
- (1) Initiating a request (on forms provided by the Hospital) for assistance prior to enrolling in the course or for the certification examination.

- (2) Submitting a request (on forms provided by the Hospital) for reimbursement after completion of the course or certification examination.
- (3) Providing the necessary information and documentation for approval of the course and for payment of covered expenses.

29.03 Course/Program Eligibility. Courses on behalf of which a Nurse might be eligible for educational assistance are limited to approved courses at an accredited institution which contribute to professional growth and are deemed appropriate to the Nurse's job. Such courses might include degrees or special courses. Seminars, workshops, conferences, and programs (whether or not they are paid for by the Hospital) are not eligible for tuition reimbursement. Educational assistance is available for the examination leading to successful professionally-recognized certification or recertification in an appropriate specialization. Alternatively, the Nurse may elect to apply the reimbursement to which she is entitled for such certification exam toward another continuing education program approved by the Hospital.

29.04 Expense Coverage.

- A. The coverage of this policy for a Full Time Nurse is limited to a maximum advance "loan" amount of three thousand dollars (\$3,000.00) not to exceed the amount of the tuition per Hospital fiscal year (July 1- June 30) for satisfactory completion ("C" grade or better) of an approved course or courses. The cost of a successful certification or recertification examination will be reimbursed at fifty percent (50%), which will not be included in the annual maximum amount.
- B. A Part Time Nurse covered by this Agreement who is regularly scheduled for thirty (30) or more hours of work per pay period throughout the year shall be eligible for the prorated educational assistance to a maximum advance "loan" amount of two thousand five hundred dollars (\$2,500.00) per Hospital fiscal year (July 1 - June 30) for .7, .8, .9 positions; or one thousand five hundred dollars (\$1,500.00) maximum "loan" amount for .6 and below. The cost of successful certification or recertification examination will be reimbursed at fifty percent (50%), which will not be included in the annual maximum amount.
- C. The maximum "loan" (reimbursement) for a Full Time Nurse who receives an "A" grade will be increased to five thousand dollars

(\$5,000.00); which, in the case of a Part Time Nurse achieving an “A” grade will be prorated maximum calculated by reference to Subsection B., above based upon the Part Time Nurse’s point position.

D. All Nurses receiving tuition reimbursement are to remain in the organization following graduation. The “loan” amount will be forgiven on a two (2) year rolling basis. If the Nurse has requested the “loan” in advance and fails to attain a “C” grade or better, the loan must be repaid in full.

29.05 Eligibility for Assistance. Educational assistance is limited to a Nurse who has successfully completed the Introductory Period at the Hospital. A Nurse whose employment at the Hospital is terminated for any reason prior to the completion of an approved course or issuance of the certification or recertification is not eligible for expense reimbursement.

29.06 Tuition Reimbursement. Tuition reimbursement will not be made until the Nurse submits a written request accompanied by documentation of the grade received and the payment made. If a Nurse is financially unable to advance the required tuition costs, she may request up to two (2) weeks pay in advance to be used for such purpose. The request must be approved by the Vice President-Nursing Services Division, the Vice President-Human Resources, and the President. A request for advance pay made pursuant to this Section will be considered only after the initial application for tuition reimbursement has been approved.

29.07 A Nurse will be paid a one-time bonus in the amount of one-hundred dollars (\$100.00) upon attaining a recognized Operating Room, Emergency Room, Psychiatry and Mental Health, ICU/CCU, OB/GYN, Pediatric, or Medical/Surgical Certification. A Nurse successfully attaining a recertification will be paid a bonus in an amount equal to one-half (½) of the Certification bonus then in effect. A Nurse attaining a Bachelor of Science in Nursing Degree will be paid a one-time bonus in the amount of one hundred fifty dollars (\$150.00). A Nurse attaining a Master of Science in Nursing Degree will be paid a one (1) time bonus in the amount of three hundred dollars (\$300.00). ACLS, BLS and PALS certifications are not eligible for the bonus as noted in this Section.

XXX. UNIFORM ALLOWANCE

30.01 Full Time and Part Time Nurses regularly scheduled for thirty (30) hours or more per pay period throughout the year, shall be entitled to a uniform

allowance. Uniform allowance will be paid in an annual lump sum payment of one hundred (\$100.00) to Full Time Nurses and the same to Part Time Nurses prorated proportionately based on point position. The lump sum payment shall be made in the pay period of the Nurse’s anniversary date. The amount of payment to be made to a Nurse will be determined by the Nurse’s status as a Full Time or Part Time employee as of the Nurse’s anniversary date.

XXXI. SEPARABILITY

31.01 If any of the provisions of this Agreement shall be found by a Court of last resort having jurisdiction over the parties and the subject matter, or by any final non-appealable order of the National Labor Relations Board, to violate any of the laws of the Commonwealth of Pennsylvania or the United States of America, then such provision or provisions which are found to be illegal shall not affect the validity or existence of any remaining paragraphs or provisions of this Agreement. All other provisions not affected by a ruling or holding of illegality shall not be affected and shall continue in full force for the duration of this Agreement.

XXXII. DRUG FREE WORKPLACE

32.01 Employees covered by this Agreement will be eligible for and be governed by the Hospital’s policies entitled Drug Free Workplace and Substance Abuse, Intervention, Treatment and Return to Work.

XXXIII. ALTERNATIVE SCHEDULES

33.01 The Hospital and the Union recognize that alternative scheduling is a benefit in recruitment and retention of Nurses. Within each unit, consistent with maintaining balanced staffing to meet patient care demands during all hours of operation on the unit, the Hospital will make reasonable efforts to offer alternative schedules such as:

Full Time:

- Two (2) twelve (12) hour shifts, plus two (2), eight (8) hour shifts
- Three (3), twelve (12) hour shifts
- Four (4), ten (10) hour shifts
- Three (3), twelve (12) hour shifts, plus four (4) hours

Part Time:

Twelve (12), ten (10), eight (8), and four (4) hour shifts

33.02 Within twenty (20) days after the execution of this Agreement, Nurses may submit their interest in alternative shifts to their Service Line Director. Nurses may request a schedule that maintains their present point position or, in the case of a Full Time Nurse choosing a seventy-two (72) hour position, reduces the point position to .9. The Hospital will attempt to accommodate shifts to the extent determined to be feasible for that service line/unit within ninety (90) days of the execution of this Agreement.

Within twenty (20) days after the execution of this Agreement, Nurses may submit their interest in moving their normal work schedule to twelve (12) hours shifts. The Hospital will attempt to accommodate such move(s) to the extent it determines such move(s) to be feasible for that unit or units within ninety (90) days of the execution of this Agreement.

33.03 Those Nurses working sixteen (16) hour shifts at the effective date of this Agreement may maintain those shifts until the Nurse has a break in service or extended leave of absence, unless otherwise mutually agreed by the Nurse and Service Line Director or by operation of this Agreement.

33.04 Nurses who work three (3), twelve (12) hour shifts shall be considered as if Full Time for purposes of this Agreement. Seniority shall accrue according to hours worked. Nurses shall be paid per hours worked.

33.05 It is understood that four (4) hour shifts will be offered only when determined to be feasible by the Director to meet patient care demands.

33.06 Absent approval by the Hospital or a scheduling pattern change initiated by the Hospital for operational reasons, a Nurse granted an alternative schedule must remain in that schedule for at least six (6) months.

33.07 It is understood that certain alternative schedules may not be available on certain units based upon operational needs. It is further understood that the granting and/or continuing of certain alternative schedules may be dependent upon other Nurses also requesting and/or remaining in such schedules. When there are more requests than will be granted on a unit, preference will be granted on the basis of seniority among Nurses in the unit, provided the more senior Nurse possesses the relevant clinical skills.

33.08 During the term of this Agreement, additional requests will be considered.

33.09 Consistent with legitimate operational needs and based upon budgeted positions for that unit as adjustment from time to time, alternative shifts will not be unreasonably or discriminatorily denied by the Director.

XXXIV. SERVICE LINES FOR FLOATING

34.01 In order to provide superior clinical nursing service, the following service lines are identified for floating purposes. All nursing staff will become oriented, trained, and competent to provide quality nursing care within their service line. Floating within service liens will be rotated equitably by seniority on a rolling basis among available Nurses on the unit from which the Hospital decides to float. Team Leaders shall be included in floating assignments when there are other Nurses on the unit who possess the skills, qualifications, and ability deemed necessary for the continued efficient operation of the unit and can assume a schedule as needed on the unit.

Nurses may volunteer to become fully cross trained to their sister units. Nurses cross training must be pre-scheduled. Nurses who have requested to be cross trained will be trained in the order of their requests and based upon the needs of both departments involved. There will be a limit to the number of nurses cross-trained in order to provide the cross-trained nurses with the ability to care for the specific patient population. Once cross trained, the nurse does not necessarily need to be scheduled on that unit once per schedule to maintain competency; however, that nurse should be the first to be floated at least once per month when the specific patient population exists on the other unit to which she/he has been cross trained. After the cross trained nurse has been pulled once per month, then the cross trained nurse(s) will be subject to normal floating and down staffing procedures unless a particular patient assignment requires their skills, qualification or abilities related to their cross training.

34.02 The following service lines are recognized based upon the units existing at the effective date of this Agreement:

- Behavioral Health Services (which includes Adult Psychiatry (3N), Drug and Alcohol (5S), Geriatric (3S))
- OB/GYN/Nursery Service (3M)
- Emergency Service (Emergency Room and EMS)
- Medical/Surgical Service (which includes 5M, 6T)
- TCF
- Critical Care Service (which includes MICU and SICU)
- Telemetry (6M and 7T)

- PACU (PICC and IV rotate into PACU)
- PICC/IV
- 3TSC
- Surgical Service Operating Room
- Surge Unit
- 4S
- Critical Care Float Pool (ED, ICU, 6M, 7T, and PACU, 3TSC, 4S)
- Medical/Surgical Float Pool (5M, 6T, TCF, 3S, 3N, 5S, 3M, 3TSC, 4S)

The Surge Unit(s) will be staffed with Nurses (from any service area) who possess the skills, qualifications and abilities to care for the patients on the Surge Unit(s) at that time

- 34.03 Cross-training to other service lines, including relevant certifications, must be completed before a Nurse is eligible to volunteer to float to that service line. Nurses volunteering to cross-train to another service line will be available to float once competency has been verified. The Hospital will offer cross-training to those Nurses who are willing and competent to float outside of their service lines. Except in cases of emergency or in unanticipated critical need, assignments across service lines will be voluntary. Prior to involuntarily floating a Nurse outside of his/her service line, the Hospital will seek volunteers from among available Nurses on the unit(s) from which the Hospital decides to float. The Hospital will attempt to fill a need from within a service line prior to floating across service lines.

Cross training must be pre-scheduled. Nurses who have requested to be cross-trained will be trained in the order of their request and based upon the needs of both departments involved. There will be a limit to the number of nurses cross-trained in order to provide the cross-trained nurses with the ability to be scheduled one-day per schedule in their cross-trained unit. For purposes of downsizing, when a cross trained nurse is scheduled on the cross-trained unit, downsizing dates from home unit will be compared to the nurses scheduled on the unit to determine which nurse will be downsized. When any Nurse has requested and received cross-training outside of his/her service line, they may be floated to that area, once he/she is competent to do so. Except in cases of emergency or unanticipated critical need, assignments across service lines will be voluntary. The department director holds the final determination as to how many staff may be cross-trained to other units and if cross-training is needed in their department.

- 34.04 Distribution of extra shifts, both before and after the schedule is posted, shall be granted by seniority on a rotating basis in the following order:

1. Part Time / Full Time Nurses at straight time
2. Casual Nurses at straight time
3. Full Time / Part Time Nurses
4. Agency Nurses

Floating/pulling shall occur in the following order:

1. Full Time / Part Time volunteers, if none, then
2. Agency Nurses
3. Casual Nurses within service line
4. Full Time / Part Time within service line

When a Nurse is scheduled for an extra shift and there are needs on other units within their service line or Surge Unit, the extra shift Nurse will be pulled first.

XXXV. TERMINATION

35.01 This Agreement shall become effective as of April 17, 2016, and shall remain in effect up to and including April 16, 2019. This Agreement shall remain in effect from year to year after April 16, 2019, unless either party gives notice of its desire to terminate this Agreement at least ninety (90) days prior to April 16, 2019, or ninety (90) days prior to the end of any subsequent yearly period.

35.02 Effective with the ratification of this Agreement on March 30, 2016, this Agreement shall remain in effect until April 16, 2019.

Signed and executed by:

PENNSYLVANIA INDEPENDENT NURSES
a/w PENNSYLVANIA ASSOCIATION OF
STAFF NURSES AND ALLIED PROFESSIONALS

BUTLER MEMORIAL HOSPITAL

(Official Signatures on file)_____

(Official Signatures on file)_____

BMH Nurse Practice Council

(i) Establishment of Council. The parties agree to establish the BMH Nurse Practice Council (“NPC”) on a trial basis for the twelve (12) month period beginning on April 16, 2013. Any renewals shall take place upon mutual agreement.

(ii) Intent and Purpose of the NPC. The purpose and goals of the Council to be clearly defined. The Hospital envisions this Council as an opportunity to provide Nurses with a structured opportunity to discuss fundamental principles of nursing that will improve the experience for patients and their families (i.e., nursing professionalism, patient satisfaction, the BMH Value Proposition). The NPC shall have no authority to make budgetary or financial decisions impacting the Hospital nor shall it have authority to amend, revise or add to the Collective Bargaining

Agreement. None of the matters discussed or otherwise raised at the NPC shall be subject to the grievance or arbitration provisions of this Agreement.

(iii) Membership. The NPC shall be comprised of the Chief Nursing Officer (“CNO”), Nursing Directors, one Union staff Nurse from each service line covered by this Agreement (except that two nurses shall be from certain services lines mutually determined by the Union and the Hospital). The representative Nurses from these service lines shall be elected by the staff RNs in those respective service lines to serve and any vacancies shall be filled by special election by the staff RNs on such service line. If at any point the membership of a staff nurses on the committee is contested by another nurse from her service line, the membership will be decided by a special election by the staff RNs on such service line. Additionally, the CNO may, in her sole discretion, invite any other staff nurses to participate in meetings and/or the work of the NPC.

(iv) Meetings. The NPC shall meet six (6) times per year for no longer than two hours per meeting, unless the parties mutually agree to extend the duration of a particular meeting. Nurses serving on the NPC will be compensated for participating in these meetings, and shall also be compensated for up to two additional hours to produce any deliverables assigned by the NPC. Every attempt will be made to schedule night nurses off the night prior to meetings. Every attempt will be made to schedule evening nurses off the evening of meetings. Scheduling problems will be immediately reported to the appropriate Director to review and remedy, if appropriate. The CNO reserves the right to expel a nurse of the NPC from further participation in a given meeting if such nurse becomes disruptive.

(v) Co-Chairs. The NPC shall appoint co-chairs. One Co-chair shall be the CNO, and one co-chair shall be a member of the Union.

(vi) Meeting Agenda. The Co-chairs shall mutually agree upon a written meeting agenda at least seven days prior to each scheduled meeting. Staffing is not part of the “Intent and Purpose” of the Committee, nor shall it be an agenda item.

(vii) Information. To parties share a commitment to an evidence-based approach to the work of the NPC, so reasonable requests for information that is both pertinent and meaningful to the subjects discussed by the NPC will be provided if reasonably available. The Union, the Hospital, and the nurses who serve on the NPC shall agree not to disclose any confidential hospital or patient information or records. Guidelines, processes, meeting minutes, and other finalized work product developed through the BMH Nurse Practice Council will be made available to all nurses.

Side Letters

April 10, 2002: Those nurses employed by the Hospital who completed their Introductory Period as of the execution date of the 2002-2005 Agreement who were not members of the PIN shall not be required to join the PIN or otherwise comply with the provisions of Section 5.01 of the Agreement for so long as they remain employed by the hospital. Specifically, the following nurses are “grandmothered;” Cheryl Brown and Michele Kerr,

April 10, 2002: It is agreed that so long as a Nurse who, as of April 9, 2002, works a .9 position with an Alternative Schedule (sixteen (16) hour shifts) continues to work her present schedule, that Nurse will be considered as a Full Time Nurse for purposes of the Agreement.

April 10, 2002: It is agreed that the Hospital will not be required to apply Section 11.05B.(3) of the Agreement to a specific Casual Nurse who will not be able to maintain competency as a result of being downsized. A Casual Nurse who has worked at least ten (10) shifts in the immediately preceding twelve (12) months will be presumed to be competent for purposes of this letter or understanding and Section 11.05B.(3).

April 10, 2002: It is agreed that the Union will not challenge in any way the Hospital’s decision to offer a “sign-on” bonus to applicants for nursing positions as long as the “sign-on” bonus does not exceed one thousand five hundred dollars (\$1,500.).

December 31, 2005: Staffing Guidelines shall be established for each unit by a staffing committee comprised of union and management designees selected by mutual agreement of the parties.

The committee shall meet at times convenient for attendance and at frequency and length adequate to establish consensus on such guidelines. Participants on the staffing committee shall be reimbursed for time spent on developing the guidelines.

The Hospital is committed to working jointly with the nurses to establish safe staffing guidelines, however, nothing in this side letter or agreement shall be deemed to invalidate the Hospital’s rights as set forth in Article VI of this Agreement to establish and revise staffing levels. The establishment of the staffing guidelines themselves shall not be subject to the grievance and arbitration provisions of this Agreement.

May 3, 2007: Butler Memorial Hospital agrees that for the duration of its Agreement with the Pennsylvania Independent Nurses, a/w Pennsylvania Association of Staff Nurses and Allied Professionals, that it will not seek to alter or clarify the existing bargaining unit through an N.L.R.B. or other legal proceeding.

April 17, 2016: The Hospital and the Union will meet and discuss jointly funded educational opportunities in the Nurse Practice Council or otherwise at the conclusion of the 2016 negotiations. Any Union funding will need to be approved by the executive board of the PIN/PASNAP Local.

April 17, 2016: For the duration of the 2016 agreement, bargaining unit members hired to work at an FTE of .7 FTE or less will pay the bi-weekly payments set forth in Article XX, Section 2 except that when a nurse works over her point position in a given pay period she will pay the following rates:

Family

FTE	Percentage	2017	2018	2019
1.0	15	\$120	\$132	\$145
.9	21	\$168	\$184.80	\$203.28
.8	23	\$184	\$202.40	\$222.64
.7	35	\$280	\$308	\$338.80
.6	43	\$344	\$378.40	\$416.24

Single

FTE	Percentage	2017	2018	2019
1.0	16	\$45	\$49.50	\$54.45
.9	33	\$92.81	\$102.09	\$112.30
.8	36	\$101.25	\$111.36	\$122.51
.7	39	\$109.69	\$120.66	\$132.72
.6	42	\$118.13	\$129.94	\$142.94

Appendix A

Hours of Service	Completed Years of Service	Hours Accrued per Hour Worked	Hours accrued at: (by way of example)							
			30 Hrs/ Pay	32 Hrs/ Pay	40 Hrs/ Pay	48 Hrs/ Pay	56 Hrs/ Pay	64 Hrs/ Pay	72 Hrs/ Pay	80 Hrs/ Pay
0–10,359	0	0.0385	1.155	1.232	1.54	1.848	2.156	2.464	2.772	3.08
10,360–20,759	5	0.05775	1.7325	1.848	2.31	2.772	3.234	3.696	4.158	4.62
20,760–22,839	10	0.0615	1.845	1.968	2.46	2.952	3.444	3.936	4.428	4.92
22,840–24,919	11	0.065375	1.9613	2.092	2.615	3.138	3.661	4.184	4.707	5.23
24,920 and above	12 and above	0.077	2.31	2.464	3.08	3.696	4.312	4.928	5.544	6.16