

Agreement

between

Pennsylvania Association of Staff Nurses & Allied Professionals

and

Armstrong County Memorial Hospital

2014-2016

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Article 1 – Purpose

- 1.01 It is the intent and purpose of these parties to promote and improve the quality of care and treatment of the patients and to set forth herein the basic agreement covering wages, hours of work, and conditions of employment to be observed between the parties hereto and to provide a procedure for prompt, equitable adjustment of alleged grievances to the end that there shall be no other interference with the operation of the Hospital during the term of this Agreement.
- 1.02 Each of the parties hereto acknowledges the rights and responsibilities of the other and agrees to discharge its responsibilities under this Agreement. The Pennsylvania Association of Staff Nurses & Allied Professionals ("Association") (including its officers and representatives at all levels) and all Nurses are bound to observe the provisions of this Agreement. The Armstrong County Memorial Hospital ("Hospital") (including its officers and representatives at all levels) is bound to observe the provisions of this Agreement.

Article 2 – No Discrimination

- 2.01 The Hospital and the Association agree that they will not, nor will either individually, discriminate against any Nurse or applicant, because of race, color, religion, sex, national origin, disability, age, or for exercising any rights protected under Section 7 of the National Labor Relations Act.
- 2.02 The Hospital and the Association agree to comply with the provisions of the Americans with Disabilities Act ("ADA"). In addition, the Hospital and the Association agree to meet to attempt to amicably resolve possible conflicts between the ADA, the National Labor Relations Act, and this Agreement, and make accommodations as required by the ADA or similar requirements under the laws of the Commonwealth of Pennsylvania.

Article 3 – Recognition

- 3.01 The National Labor Relations Board has certified in Case 06-RC-112648, the Association as the exclusive representative of the following unit of employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment: All full-time and regular part-time employees, (including certain casual employees), employed as registered Nurses employed by Armstrong County Memorial Hospital at its Kittanning, Pennsylvania facility ("Nurses"). There will be no individual agreements that deviate from the terms of the Collective Bargaining Agreement ("Agreement") between any individual Nurse and the Hospital.
- 3.02 This unit shall exclude office clerical employees, guards, professional employees, supervisors as defined by the Act, temporary employees, and agency Nurses from the bargaining unit.

Article 4 – Management Rights

- 4.01 The functions and responsibilities of management are retained and vested exclusively in the Hospital. The rights reserved to the Hospital include all matters of inherent managerial policy, plus those necessitated by the unique nature of the Hospital's operations. In the exercise of these rights, the Hospital agrees that it will not violate the specific provisions of this Agreement.
- 4.02 Except as otherwise restricted by this Agreement, the Hospital reserves the right to establish, revise and administer policies and procedures, training programs and services; to direct the workforce; to hire, promote, evaluate, transfer, furlough and recall Nurses to work; to reprimand, suspend, discharge, or otherwise discipline Nurses for just cause; to determine the number of Nurses, their hours of work and duties to be performed by them; to establish, expand, reduce, or eliminate any job, operation, unit or service provided the Hospital gives reasonable notice to the Association; to designate positions as full-time or part-time; to establish and to post schedules of work and to revise them as reasonably necessary; to determine the location of its service operations; to introduce new equipment and supplies; to control and regulate the use of facilities, supplies, equipment and other property of the Hospital; to subcontract work which has been subcontracted before or which can be performed more economically by a subcontractor than by bargaining unit Nurses; to control the assignment of work, and the size and composition of the workforce; to determine the qualifications of an individual to perform available work; to make or change reasonable Hospital rules, regulations, policies and practices, provided the Hospital gives reasonable advance notice to the Association; to determine the work shifts; to establish or change standards; to establish or change wages in accordance with the provisions of this Agreement; and otherwise to help the Hospital attain and maintain full operating efficiency and effectiveness, and to ensure that the parties promote the highest quality patient care and treatment possible.
- 4.03 The management rights set forth in this Article are by way of example, and not by way of limitation. Such rights are specifically not limited by existing or prior practices or any side agreements which existed prior to this Agreement and are not incorporated herein.

Article 5 – Association Membership and Check-off

- 5.01 Membership in the Association shall not be a requirement for employment. Employees shall have the right to be a member of the Association or a Fair Share Fee Payer.
- 5.02 As a condition of continued employment, each employee on the active payroll as of the effective date of this Agreement shall, on the 30th day following the effective date of this Agreement, become and remain either a member of the Association or a Fair Share Fee Payer. As a condition of continued employment, each employee on the active payroll hired after the effective date of this Agreement shall, no later than the 30th day following the beginning of such employment, become and remain either a member of the Association or a Fair Share Fee Payer.

- 5.03 This Agreement shall apply with equal force and effect to employees certified and recognized in this Agreement above regardless of whether those employees are Association members or Fair Share Fee Payers.
- 5.04 During the term of this Agreement, the Hospital shall, on the basis of individually signed voluntary lawful check-off authorization cards, deduct either monthly Association dues or monthly Fair Share Fee amounts from each paycheck covering the first pay period of each month. The amount of Fair Share Fee shall be provided to the Hospital by the Association. If an employee is non-compliant with his/her obligation as specified in this Agreement, the Hospital will formally notify the employee of the consequences of non-compliance within 60 days of receipt of notification from the Association.
- 5.05 The Association president or designee will be allowed to meet with new employees in the bargaining unit at the conclusion of the hiring or orientation process for fifteen minutes for the purpose of informing them about where to find out further information regarding Association membership. The Hospital agrees the new employees' names, the names of terminated employees, and the names of current employees leaving for and returning from FMLA leave or other leaves of absence, shall be given to the local Association president and grievance chair each month.
- 5.06 In cases of earnings insufficient to cover deductions of dues or fair share fees, the dues or fees shall be deducted from the next pay in which there are sufficient earnings or a double deduction may be made from the first pay of the following pay period; provided, however, that the accumulation of dues shall be limited to two months. The Association shall be provided with a list of those employees for whom a double deduction has been made.
- 5.07 The Hospital shall be relieved from making such deductions for membership dues or fair share fees upon (a) termination of employment, (b) revocation of the authorization, or (c) when the employee fails to earn enough money to pay for the dues or fees.
- 5.08 The Association shall indemnify and hold the Hospital harmless from and against any and all claims, demands, suits, or other forms of liability of any nature whatsoever that shall arise out of or by reason of any action or other form of compliance taken or not taken by the Hospital for the purpose of complying with any of the provisions of this Article or in reliance on a list, notice, or assignment furnished hereunder.
- 5.09 Political Action Check-Off - The Hospital agrees to enable voluntary contributions to the PASNAP-PAC political advocacy fund through a payroll check-off provision. Upon receiving the check-off authorization, the Hospital shall deduct such funds each payroll period and forward such to PASNAP once per month along with a list of contributors. 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.

Article 6 – Visitation, Patient Privacy and Bulletin Boards

- 6.01 Upon notice and agreement from the Vice President of Human Resources or his/her designated representative, a non-employee Association Representative shall have access to the Hospital for the purpose of conferring with the Hospital's officials, grievance persons or employees concerning the administration of this Agreement. It is expressly understood that such meetings will not be held during Hospital work time unless mutually agreed to by the parties. It is also understood and agreed that these meetings will not take place in any patient care or other work areas and shall not interfere with patient care, treatment, education or the orderly operation of the Hospital. It is understood that such access may be denied unless notice is given and agreement requested at least one day in advance of the actual visit.
- 6.02 Due to the unique relationship between the Hospital, its Nurses, and its patients and former patients, the Association agrees that it will not discuss any labor relations issues or grievances with patients, former patients, their families or their legal representatives without the joint participation of the Vice President of Human Resources or his/her designated representative. In the event that any joint discussion with a patient, former patient, their families or legal representatives is held, only the full-time Association Staff representative will represent the Association. Prior to such meeting, the Association Staff Representative will meet with the Vice President of Human Resources or his/her designee to discuss the questions to be posed by the Association Staff Representative during the interview with the patient, former patient, family member or legal representative. The subject matter of those questions will be the only subjects the Association Staff Representative will discuss in the interview.
- 6.03 The Hospital shall provide the Association designated bulletin boards in the following locations, which bulletin boards will be shared with other labor organizations;
- 1) In the laboratory hall,
 - 2) In the Acute Rehab lunchroom,
 - 3) In the Unit Break Rooms,
 - 4) In the basement by Elevator 5, and
 - 5) Secure doorway leading into Labor and Delivery.

The Hospital will post for the Association notices of Association elections, meetings and social events as well as the names of Association officials and delegates. Such notices may also be posted in employee changing rooms. All such notices must be signed by an Association representative and by the Hospital. Any notice that is not properly signed will not be posted, Association notices shall contain nothing political, controversial or adversely reflecting upon the Hospital. Such notices will remain posted for no more than 30 days.

- 6.04 The Hospital will provide up to ten Association days without pay each year to be utilized by the Association officers, unit representatives and/or grievants/witnesses for the conduct of legitimate Association business. Requests for Association days should be made with as much advance notice as possible under the circumstances. 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 for time lost in attendance at joint negotiating meetings with the Hospital.
- 6.05 Every attempt will be made to grant Association officers, unit representatives, and/or grievants/witnesses days off without pay with 30-day advance notice for Union business, such as state executive board meetings and trainings, and for the conduct of legitimate Association business, consistent with maintaining patient care on the affected units. Said Nurses shall have the option of using benefit time for time lost.

Article 7 – No Strike or Lockout

- 7.01 There shall be no strikes or cessation of work by the Nurses, or lockouts by the Hospital during the term of this Agreement.
- 7.02 During the term of this Agreement, neither the Association nor its agents or representatives, nor any Nurse, individually or collectively, shall call, sanction, or participate in any strike, work stoppage, picketing, sit-down, slow-down or any refusal to enter the Hospital's premises or any other interference with the Hospital's services or operations, whether primary, secondary or sympathetic in nature, or with the movement or transportation of persons or goods to or from the Hospital's premises.
- 7.03 The prohibitions of the preceding paragraph shall apply whether or not: (1) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (2) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Association or any other labor organization; or (3) such conduct is in protest of an alleged violation of any state or federal law.
- 7.04 In the event of activity prohibited by this Article, the Association shall immediately notify its members involved that such activity is prohibited by this Agreement, not authorized or condoned by the Association, and that such activity should cease and desist immediately.
- 7.05 Any Nurse who participates in any activity prohibited by this Article may be subject to immediate discharge with the understanding that a Nurse discharged for violation of this Article will have the right to file a grievance for the limited purpose of deciding whether he/she engaged in the prohibited conduct. If the arbitrator concludes that the Nurse participated in any way in prohibited conduct, the arbitrator will uphold the Hospital's disciplinary decision.

Article 8 – Probationary Nurses

- 8.01 Newly hired full-time and regular part-time Nurses shall serve a probationary period of 90 calendar days. The probationary period may be extended at the discretion of the Hospital for up to an additional 90 calendar days. During this period, probationary Nurses shall not be entitled to any seniority rights but fringe benefits to which the employee may be entitled will begin at 30 calendar days after employment. Any discharge or disciplinary action taken by the Hospital during a Nurse's probationary period shall not be subject to the grievance/arbitration procedure; however, it is understood an employee still on probationary status will join the Association as specified in Article 5.02.

Article 9 – Employee Status

- 9.01 A full-time Nurse is a nurse who fills a designated full-time position and is regularly scheduled to work 80 hours every two weeks or who fills a designated 72-hour position consisting of three 12-hour shifts per week. Such 12-hour shift positions shall be posted for bid and filled on the basis of seniority. The parties agree that the Hospital will make every reasonable effort to offer and maintain such shifts in each unit based on the availability of Nurses to fill all such positions, and subject to its rights set forth in Article 4.
- 9.02 A part-time Nurse is a Nurse who fills a designated part-time position or who is regularly scheduled to work less than 40 hours per week. Upon the effective date of this Agreement, current part-time Nurses will specify in writing a fractional FTE point scheduling preference, to which they will afterwards be scheduled in accordance with that fractional FTE point specification. Part-time Nurses will be hired into part-time nursing positions with a specified fractional FTE point scheduling assignment. Part-time nursing positions will be bid with specified fractional FTE point scheduling assignments for regular scheduling purposes. Nothing in this Article will be a guarantee of hours.
- 9.03 A temporary Nurse is a Nurse who is hired on either a full-time or part-time basis for a limited duration, not to exceed 120-working days, such as for a summer or to replace a Nurse on temporary leave. Temporary Nurses are not included in the bargaining unit, do not accumulate seniority for any purpose, and are not eligible for any fringe benefits. Temporary employees will be laid-off or reduced in hours before bargaining unit employees, unless there are no bargaining unit employees reasonably qualified to perform the work for which they have been hired. Temporary employees shall not be used to displace bargaining unit employees from their regular schedule, shift or unit assignment unless the affected bargaining unit employee does not object to such utilization.
- 9.04 A casual Nurse is an employee hired to work on a part-time basis without a regular part-time work schedule. Casual Nurses may be scheduled or called in for work as needed, but have no expectation or "right" to be called at any time. Full-time employees shall be scheduled so as to give preference to their request for full-time hours, shift rotation preference, and requests for time off. Regular part-time employees shall be given the same preferences prior to casual Nurses. Casual Nurses do not accumulate seniority and

are not eligible for any fringe benefits. For purposes of this section, fringe benefits for which casual Nurses are not eligible shall include the benefits described in Articles 10, 15, 17, 18, 19, 20 and Appendices B and C. A Nurse who wishes to work on a casual basis must submit a request in writing to the unit manager. A Nurse working on a casual basis will accumulate seniority pro rata, which may be used once the Nurse is selected for a full-time or part-time position. A casual Nurse will be expected, based on unit needs, to work one full weekend per month (two 8-hour shifts), and one major holiday (Fourth of July, Thanksgiving, Christmas, or New Year's on a rotational basis.)

Section 9.04 shall not be interpreted in such a way as to authorize a consistent unequal distribution of scheduling preferences regarding requests for time off for any one individual.

Article 10 – Hours of Work, Overtime and Payday

- 10.01 This Article defines the normal hours of work and the basis for calculation of overtime and shall not be construed as a guarantee of hours of work per day or per week.
- 10.02 The normal pay period shall extend for two workweeks. The workweek shall be a period of seven consecutive days beginning at 12:00:01 a.m. on Sunday and ending at midnight on Saturday. There shall be a regular payday once every two weeks, usually on Thursday. The workday is defined as the 24-hour period beginning at 12:00:01 a.m. and ending 24 hours later. Weekends are defined as starting on Saturday at 7:00 a.m. and continuing until Monday at 7:00 a.m.
- 10.03 Overtime shall normally be paid at a rate of time and one-half after 40 hours worked in any workweek, or for any hours worked beyond the scheduled shift as long as the shift is eight hours or more. "Hours worked" includes any vacation time scheduled during the workweek. New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas are also counted as hours worked for the purpose of overtime. "Scheduled shift" shall be defined as the shift listed in the work schedule posted pursuant to Section 10.10 of this Article, and any change mutually agreed upon prior to the day of the hours being worked. Voluntary overtime within a department will be distributed as equally as possible among staff RNs desiring such overtime. In the case of CRNAs, such overtime is offered to the most senior CRNA. All overtime must be authorized in advance by a supervisor in the Nurses' department or unit, unless an emergency arises.
- 10.04 It is recognized that the Hospital may assign Nurses to perform overtime work by seniority as stated in Article 13.

Accordingly, the Hospital will make all reasonable efforts to recruit for and staff the Hospital to meet projected patient census levels; however, the parties recognize that unpredicted and sudden increases and decreases in such levels can affect everyone's best efforts. As a result, mandatory overtime may need to be utilized as a last resort due to unexpected emergency situations in order to ensure the health and safety of patients and employees. The Hospital will comply with Act 102, as may be amended from time to time, and the parties agree that there will be no mandatory overtime assigned that is in

conflict with Act 102 or any applicable regulations. Act 102 currently defines Unforeseeable Emergent Circumstances to include any of the following:

- a. An unforeseeable declared national, state or municipal emergency.
- b. A highly unusual or extraordinary event which is unpredictable or unavoidable and which substantially affects the provision of needed health care services or increases the need for health care services. This paragraph includes:
 - 1) an act of terrorism;
 - 2) a natural disaster; and
 - 3) a widespread disease outbreak.
- c. Unexpected absences, discovered at or before the commencement of a scheduled shift, which could not be prudently planned for by an employer and which would significantly affect patient safety.

When an overtime shift must be assigned, the Hospital will take as many of the following steps as needed and as possible under the circumstances:

- d. The Hospital will first seek to obtain volunteers for the overtime in accordance with the provisions of the Agreement by calling all employees, first from the unit where the need occurs and then from other units in the Hospital where qualified employees work.
- e. The Hospital will attempt to reassign qualified staff available in another area outside the unit, in accordance with the provisions of the Agreement.
- f. The Hospital will make a significant effort to redistribute the workload later in the schedule to see if the need can be filled through redistribution/readjustment or trading of scheduled shifts, with mutual agreement of the employees involved, and in accordance with the provisions of the Agreement.
- g. The Hospital will discuss alternatives with staff (e.g. adding LPNs or aides for additional help, limiting/changing patient transfers in order to minimize patient load in the affected area, having supervisors assist, etc.)

Such steps taken shall be documented, e.g. on the master schedule in the nursing office or on the unit schedule, which documentation will be available for review and validations of the attempts made.

If such a need still exists after taking the above steps, mandatory overtime will be assigned on a rotational basis among the Nurses working the current shift in the unit or work unit beginning with the least senior Nurse. However, a Nurse who volunteers or is mandated to work overtime for four hours or more will be counted as most senior for the purpose of the rotational assignment of mandatory overtime for the following 14 days,

except as compared with Nurses who, on a more recent occasion, have so volunteered or been mandated. Mandatory overtime shall not be used as a routine staffing method and will only be assigned after all alternative methods have been attempted, and, unless no Nurse on the home unit is available to work the overtime, only on the home unit to which the Nurse is assigned. All alternative staffing methods are documented on the master schedule in the nursing office or on the unit schedule. This document will be available for review and a validation of the attempts made. Mandatory overtime shall be limited to a maximum of 16 hours per mandate. Every Nurse will have the right to refuse a mandatory assignment two times every six months. The nursing office will keep an official central mandatory log.

- 10.05 Nothing contained herein shall be construed to require overtime pay more than once for the same hours worked, or pyramiding of overtime or premium pay of any kind.
- 10.06 All employees who work four hours or more per shift shall be entitled to a one-half hour unpaid lunch period during each scheduled shift. On shifts which are staffed with a single employee, with supervisor approval the employee may elect to forego the unpaid lunch, and upon relief, depart from work one-half hour early.
- 10.07 In addition to an unpaid lunch period, Nurses will be given reasonable break periods during the workday, as the work allows. The Association agrees that adequate patient care and coverage must be maintained at all times, and therefore rest periods are not guaranteed. Scheduling specific time for Nurse rest periods is the responsibility of the manager, supervisor or her/his designee.
- 10.08 In the event the Hospital calls in a Nurse for unscheduled work and the Nurse reports to work, the Hospital agrees to provide work and pay the Nurse for working a minimum of two hours.
- 10.09 Nurses may be required as a condition of employment to be on-call. Nurses must accept their fair and proportionate share of on-call assignments. Those Nurses who are on-call and "engaged to wait" will be paid their regular rate while on duty, on site. Those Nurses who are on-call and "waiting to be engaged" will be paid \$2.25 for each hour that they are required to be on-call and available to respond to a call. If the on-call Nurse responds to a call, he/she will be paid time and one-half the regular rate of pay for all hours worked, with a guarantee of a minimum of two hours of work provided. In the event the Nurse completes the call work assignment in less than two hours, he/she may elect to leave with the permission of the supervisor and be paid a minimum of two hours pay.
- 10.10 a. Department managers will post the Nurse work schedule 20 days in advance of the first day of work on the schedule, unless an emergency arises. Copies of posted schedules from all departments shall be forwarded to the Association president and grievance chair when posted. All requests for specific scheduling are to be submitted two weeks before the posting of the schedule. Once posted, the Hospital will not change the schedule unless a bona fide emergency arises. The Hospital will not schedule shifts less than ten hours apart unless by mutual agreement. The Hospital will not schedule a Nurse more than six consecutive

days and/or 48 consecutive hours during any time period unless by mutual agreement.

- b. The Hospital will not schedule more than two shifts in any two-week schedule unless mutually agreed otherwise. All Nurses will be allowed to choose and work no more than two shifts as their regular scheduling pattern unless mutually agreed otherwise. By mutual agreement between the Hospital and the Nurse, Nurses may be scheduled a third shift during a two week schedule. Every attempt will be made to accommodate Nurses requesting off shift scheduling as a preference.
- c. The Hospital will make its best efforts to ensure all Nurses are scheduled at least every other weekend off, and to maintain an every other weekend off schedule where it currently exists. Prior to scheduling a Nurse in a pattern that would differ from every other weekend off, the Unit Manager will attempt to obtain volunteers first, and then discuss such scheduling differences with the Nurse in question prior to effectuating the schedule. When a Nurse is shared between two units, there will be an equitable distribution of weekend shifts between the affected units. When a Nurse is scheduled, or requested by a manager/supervisor to work extra weekend shifts (shift must be at least 4 hours), the Nurse will receive an additional \$5.00 per hour for weekend shifts worked in excess of nine weekend shifts in two scheduling periods (eight weeks). This section applies only to those Nurses who are routinely scheduled to work every other weekend schedules and when the manager/supervisor schedules or requests the Nurse to work those extra shifts.
- d. For purposes of cancellation of shifts due to low census, all Nurses will be cancelled by Hospital-wide reverse RN seniority. The Hospital will cancel all temporary Nurses, before a casual Nurse, all casual Nurses before part-time Nurses or full-time Nurses with five years or less of RN seniority, keeping to the order of reverse RN seniority and assuming the remaining Nurses are qualified to perform the work that remains available. All part-time Nurses or full-time Nurses with five years or less of RN seniority will be canceled in order of reverse RN seniority on a rotating basis within each four week schedule period. Excused absences may be offered prior to cancellation. Full-time Nurses with more than five years of RN seniority may voluntarily provide a written request to the nursing office to be included on the cancellation rotation. Once a full-time Nurse signs up for the cancellation rotation their name will remain on the rotation list for a minimum of 12 months. To be removed from the cancellation rotation list the Nurse must provide the nursing office with written notice of this request.

For cancellation rules pertaining to CRNAs, refer to Section 13.05.

- e. Excused absences requests will be granted by rotating seniority within a unit. A logbook will be kept to record the excused absences granted by the Nurses on the unit. No excused absences time will be granted to a Nurse if it results in any other Nurse being involuntarily reassigned to cover that shift.

- f. Any unit may have the option to have a fellow staff member from their unit to do scheduling. All such work schedules will be approved by a unit manager prior to posting and will be honored provided the manager is satisfied that unit coverage and patient safety can be maintained.
- g. No employee will be scheduled for double shifts or double-back shifts without the mutual consent of the Hospital and the Nurse. A double shift is two consecutive eight-hour shifts. A double-back shift is two non-consecutive scheduled shifts with less than eight hours off between shifts.
- h. When an error by Management occurs in the cancellation of hours, the Nurse who should have worked the hours will be made whole. The cancelled hours will be treated as hours worked for purposes of calculating benefit costs, etc. In units where staffing decisions are made by staff Nurses, those Nurses are expected to confirm the accuracy of cancellation decisions with a manager or supervisor before making calls to cancel. In the event a manager or supervisor is not available to confirm the accuracy of the cancellation decision, staff will page the manager or supervisor via the Hospital switchboard and the attempt to contact the manager or supervisor will be verified by the Hospital switchboard log. In cases where the cancellation error has been communicated by a staff Nurse without prior confirmation by a manager or supervisor, the manager will offer to reschedule the hours lost, but lost hours will not be paid. In the event a manager or supervisor is unable to be reached, the cancellation error will be treated as an error by management.

If a Nurse requests excused absences time and such time is granted under the condition that the Nurse remains in an on-call status for the balance of his/her scheduled shift and if the Nurse is called in to work, he/she will be paid at the rate of time and one-half for all hours worked. However, a Nurse who agrees to be on-call for the first four hours of a scheduled 12-hour shift will only be paid time and one-half if called in during the first four hours of the on-call period and straight time for the balance of the 12-hour shift.

- 10.11 When requesting a vacation or personal day off work after the posting of the unit schedule, the Nurse will be responsible for finding a replacement for his/her position. Nurses may trade shifts with any other qualified Nurse (full-time, regular part-time, or casual) or otherwise arrange for coverage of their assigned work shift, provided: 1) the change in assignment is properly documented on the appropriate form; 2) the individual who covers the work shift is properly trained for the assignment; and 3) the coverage may not result in additional overtime or premium pay. Employees will not be responsible for finding a replacement when reporting off sick, or when a family emergency necessitates the change. Additionally, where staffing levels permit, a manager/supervisor may allow a Nurse to utilize a vacation or personal day after the posting of a schedule, without finding a replacement.
- 10.12 Nurses who are required to travel in their personal vehicles as a condition of employment will receive the Hospital published allowance for each mile that is traveled. Nurses will be paid for mileage pursuant to this paragraph under the following conditions:

1) If traveling to (or from) the primary work site from (or to) the remote work location, the Nurse will be paid for all miles traveled.

2) If traveling from home to the remote work location, the Nurse will be paid either for the number of miles between home and the remote work location, or the number of miles between the primary work site and the remote work location, whichever is less.

3) If traveling from the remote work location to home, the Nurse will be paid either for the number of miles between home and the remote work location, or the number of miles between the primary work site and the remote work location, whichever is less.

10.13 Full-time and regular part-time employees are expected to work the days that they have been scheduled or as needed by the Hospital. Scheduling of Nurses will be determined by the department manager/supervisor.

Article 11 – Wages

11.01 The regular hourly rate of pay for each job class shall be as set forth in Appendix "A" of this Agreement. The regular hourly rate of pay shall mean the hourly wage rate which the Nurse receives for the work assigned if performed during non-overtime hours without any shift differential.

- a. Registered Nurses (RNs) - In the event either the Hospital or the Association finds it necessary to discuss a potential unscheduled increase in the wage rates of the RNs over and above those specified in Appendix A, Part I, the party desiring such discussion shall notify the other in writing and the parties will meet to negotiate in good faith, with any unscheduled increases in Appendix A, Part I, requiring the mutual consent and agreement of both parties.
- b. Certified Registered Nurse Anesthetists (CRNAs) - The wage rate step increases for CRNAs are specified in Appendix A, Part II. However, CRNAs will be eligible for periodic market rate wage adjustment increases, for recruitment and/or retention purposes, as determined by the Hospital. If the Hospital determines that such increases are necessary, it shall notify the Association in writing. In the event such market wage adjustment increases are granted, CRNAs will still receive the percentage across-the-board increases specified in Appendix A, Part II applied on the market wage adjusted rate.
- c. Shift Differential. There will be a shift differential of \$.75 per hour for all hours worked from 2:00 p.m. to 7:00 a.m. on any shift where the majority of the scheduled hours fall between 2:00 p.m. and 7:00 a.m. For example, in the case of an 8-hour shift which is scheduled to start at noon, the employee is paid shift differential for all hours worked after 2:00 p.m. but before 7:00 a.m.
- d. Charge Pay. There will be an added \$10.00 per day when working in a charge Nurse capacity.

- 11.02 When a temporary assignment is made to a higher paid job, the Nurse so assigned shall receive the regular hourly rate of pay for the job to which he/she is assigned for each hour worked on the scheduled shift; provided however, the Nurse shall not receive the higher rate of pay until the Nurse has worked a minimum of two hours in the higher paid job and the Nurse is capable of performing all of the essential duties of the higher paid job.
- 11.03 When a temporary assignment is made to a lower paid job, the Nurse so assigned shall continue to receive his/her regular hourly rate of pay for the length of such assignment.
- 11.04 When a Nurse is transferred from a higher paid job to a lower paid job for convenience of the Nurse, the Nurse's rate of pay shall be changed at the time of transfer to the lower regular hourly rate of pay.
- 11.05 When a Nurse employee is promoted to a higher paid job and the Nurse has not held the position previously, the Nurse's hourly rate of pay shall be changed to the level for the higher paid job at the time of promotion that is closest to his/her prior rate of pay. If the Nurse has held the position previously, the Nurse will take the rate of pay consistent to his/her seniority.
- 11.06 Unless specified otherwise, only full-time Nurses shall be eligible to receive the fringe benefits provided for by this Agreement.
- 11.07 The Association recognizes that the Hospital may introduce revisions in the method or methods of operation which will produce a revision in job duties and a reduction or increase in personnel in any area or department of the Hospital. The Association agrees that nothing in this Agreement shall prevent the implementation of any such revision or work force reductions resulting from any revised operating method to be hereafter undertaken by the Hospital. If such revisions to the operation cause the layoff of any bargaining unit employee, the Hospital agrees to provide notice to the Association and to discuss the revisions with the Association.
- 11.08 It is recognized that changing conditions and/or circumstances may from time to time require the installation of new wage rates, adjustment of existing wage rates, or modification of wage rate plans because of the creation of new jobs, development of new processes, changes in equipment, changes in the content of jobs or improved methods brought about by the Hospital. It is understood that the term "adjustment of existing wage rates" as used herein does not include the ability of the Hospital to lower the wages of Nurses who remain on existing positions during the term of this Agreement. However, the Hospital may create new positions which could be lower rated positions than existing bargaining unit positions. The following shall apply with respect to the installation of wage rates as described above:
- a. The Hospital will develop an appropriate hourly rate of pay for the job. Such rate will be proposed to the Association on the new or change job.
 - b. The new rate will be explained to the Association and the Nurses involved with the objective of obtaining agreement on the proposed rate. If agreement is not

reached, the Hospital may install the new rate which shall remain in effect for a trial period of 60 days and thereafter unless changed as follows.

- c. If either the Association or the Hospital decides that such rate does not bear a fair relationship to similar jobs, either party by notice to the other at the end of the trial period may reopen the question. The question will then be settled by the grievance procedure of this Agreement and any change made through this procedure shall be effective as of the date the rate was disputed following the trial period. By mutual agreement, the parties at any time can adjust the length of the trial period or the trial rate.
- d. Arbitration under this section shall be strictly limited to the rate in question and shall not be construed as a method of reopening the wage schedule. In the event the rate arising under this section is required to be submitted to arbitration, the decision of the arbitrator shall be governed by the principle that the new rate should be in line with the rates for similar jobs in the department.

Notwithstanding the requirements of Section 15.01, in the event a Nurse's current wage rate is negatively affected by the creation of a new position, a Nurse will be allowed to fill any vacant bargaining unit position for which he/she is qualified, and which is equivalent to his/her previous wage rate. If no such bargaining unit vacancies are available, the Nurse will be allowed to fill any such vacancy which becomes available for the following 12 months.

- 11.09 Nothing contained in this Agreement shall be construed to mean that any Nurse of group of Nurses has inherent rights to a particular job or task, nor is any Nurse's work limited or restricted to a particular job or task. Job duties and job descriptions shall be as determined by the Hospital. If the Hospital revises any job description, it agrees to provide notice of such revision to the affected Nurses and the appropriate Association representatives for the purpose of discussing the revisions.

The parties recognize that the standards for professional practice of Nurses are governed by relevant state and federal law and regulations. Nurses will not be required to follow any practice contrary to such laws or established standards of professional practice.

- 11.10 The Hospital reserves the right, at its discretion, to cross-train willing Nurses on different positions and tasks. When being cross-trained, the Nurse will receive his/her regular rate of pay, plus any applicable overtime pay or shift differential. When cross-training is determined to be needed, it will be offered between and among requesting Nurses in order of their requests, but based on unit staffing limitations.

Article 12 – Supervisors, Charge/Lead Nurses and Volunteers

- 12.01 It is recognized that it is the principal function of a supervisor to direct Nurses in their activities and it is not the intent of the Hospital that supervisors will deprive Nurses covered by this Agreement of employment opportunities or reduce their hours of work or the number of bargaining unit Nurses. It is recognized that supervisors and other non-bargaining unit employees, including students, members of other bargaining units and

temporary employees, may perform work normally performed by bargaining unit Nurses to help out in an emergency, to maintain an uninterrupted flow of work and normal department efficiency, to ensure proper patient care, to instruct or train Nurses and to perform work of a trial or experimental nature. An emergency is defined as any sudden arising situation, including unexpected absenteeism or patient care needs, necessitating immediate action by the Hospital to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials, to aid in correcting and repairing malfunctions or to adequately supply the facility. It is recognized that nothing contained herein shall prevent supervisors from performing work tasks that they have performed in the past.

- 12.02 When, at the discretion of the Hospital, it is decided that a charge Nurse is needed, the Hospital may designate that Nurse who will be the charge Nurse, and the Nurse will have such authority as is delegated to him/her, so long as that authority does not preclude inclusion in the bargaining unit. The Hospital reserves the right to pay a premium for such service.
- 12.03 It is recognized that volunteer organizations and workers perform services in the Hospital that are a valuable contribution to the welfare of the patients and to the operation of the Hospital and that in no way interfere or conflict with the duties and rights of the Nurses covered by this Agreement. The Hospital shall continue to have the right to avail itself of all services of this nature. Neither the Association nor its members shall interfere in any way with the activities or duties of any such volunteer organization or workers, unless the organization's members or workers threaten a Nurse's legal rights in the workplace. If any conflict does develop, the matter shall be subject to grievance procedure.

Article 13 – Seniority

- 13.01 Seniority rights of Nurses covered by this Agreement are hereby fully recognized by the Hospital.
- 13.02 Seniority of Nurses covered by this Agreement shall be either "hospital-wide seniority," which means a Nurse's length of continuous service based on his/her original or new day of hire, or "RN seniority," which shall mean the Nurse's length of continuous service with the Hospital as a registered Nurse. "CRNA seniority" for CRNAs employed by the Hospital on the effective date of this Agreement shall mean the equivalency date equaling the Nurse's length of continuous service with the Hospital as a Certified Registered Nurse Anesthetist from the CRNA's original date of hire as a CRNA. Seniority of CRNAs employed on the effective date of this Agreement shall be pursuant to Appendix F. CRNAs hired or who become CRNAs subsequent to the effective date of this Agreement will be based on their continuous full-time service from their date of hire as a CRNA. In the event that two Nurses in a unit have the same date for seniority purposes, then seniority will be determined between them by reference to the last four digits of the affected Nurses' Social Security numbers, starting with the end number and continuing until the numbers are opposite. The Nurse with the odd number shall be considered more senior in odd-numbered years and the Nurse with the even number shall be considered to be more senior in even-numbered years. In the event that more than two Nurses in a unit

have the same seniority date, a lottery drawing on January 1st shall determine seniority for that year. If a Nurse transfers into the unit midyear, the Nurses already on that unit shall remain more senior until January 1st when the above shall apply.

Approved leaves of absences will count towards continuous service with the Hospital.

Any individual with continuous service who has been employed by the hospital as both a staff Nurse covered by this contract and in positions outside the bargaining unit, shall have their RN seniority calculated on the basis of time spent as a staff RN, excluding time spent out of the bargaining unit in some other position. Effective after the execution of this Agreement, any person with continuous service who returns to the bargaining unit as a staff Nurse from a position outside the bargaining unit shall retain then Hospital seniority based on total length of service with the Hospital.

13.03 The Nurse's hospital-wide seniority date shall be used for:

- 1) Scheduling of vacation purposes (except for CRNAs);
- 2) Service award recognition; and
- 3) Pension purposes, subject to the provisions of the Pension Plan.

13.04 The Nurse's RN seniority date shall be used for:

- 1) Job bidding;
- 2) Layoff or cancellation of shifts; and
- 3) Recall from layoff.

13.05 The CRNA seniority date shall be used for:

- 1) Job bidding;
- 2) Layoff or cancellation of shifts;
- 3) Recall from layoff;
- 4) Scheduling vacation; and
- 5) Scheduling of overtime.

13.06 All seniority and employment rights shall be terminated when a Nurse:

- 1) Quits, resigns or retires;
- 2) Is discharged for just cause;

- 3) Is laid off for a period of 12 months or the length of a Nurse's employment, whichever is lesser;
- 4) Is absent due to any illness or injury (compensable or non-compensable) for a period of 24 consecutive months;
- 5) Fails to report for work following a decision of an arbitrator reinstating a Nurse who was discharged within five working days after being notified by certified mail, return receipt requested, at the last address in the Hospital's records;
- 6) Fails to return immediately following the end of a leave of absence, vacation or sick leave, without just cause;
- 7) Is employed by another Hospital during a leave of absence, except for military duty, or when such employment is approved by the Hospital;
- 8) Fails to return following a disciplinary suspension;
- 9) Is absent from work for 72 consecutive hours without notifying his/her superior, unless the Nurse presents an excuse acceptable to the Hospital; and
- 10) Fails to maintain a valid Pennsylvania RN license.

13.07 The Hospital agrees to provide the Association with an up-to-date seniority list upon the execution of the Agreement, and said seniority list shall be updated on January 1, April 1, July 1, and October 1 of each year.

Article 14 – Grievance/Arbitration Procedure

14.01 A grievance is defined as a controversy concerning the interpretation or application of a specific provision of this Agreement. The Hospital and the Association will attempt to see that baseless and dilatory grievances do not arise and are not pursued in the procedure. The procedures outlines in this Article shall be the exclusive procedures for resolving all grievances arising out of this Agreement. In order for a grievance to be recognized, it must be brought to the attention of the Hospital and must be processed through the following steps:

STEP ONE:

The aggrieved Nurse and/or the Association grievance representative shall present the grievance orally to the grievant's immediate supervisor and attempt to informally resolve the matter. To be considered timely, a grievance must be presented to the Nurse's immediate supervisor within seven calendar days of the date the Nurse or the Association knew or should have known of the events giving rise to the grievance. Any resolution of grievances at this level shall not be precedent-setting, but must not be inconsistent with the terms of this Agreement. It is a requirement of Step One of the procedure for the grievant to be present at the Step One Meeting. If the grievant is not present, the grievance shall be held pending until the grievant attends the Step One Meeting. Absent

mitigating circumstances, if the grievant is not made available to the Step One Meeting within seven calendar days, the grievance will be dismissed.

STEP TWO:

If the grievance is not settled at Step One, the grievance shall be reduced to writing and received by the department head or designee within seven calendar days after receipt of the Step One answer. Every written grievance shall attempt to set forth in detail the acts or occurrences giving rise to the alleged violation of the Agreement, including applicable times, dates, provisions violated, individuals involved, etc. The submission of the written grievance within such time limits and with such details where possible shall be considered a condition precedent to arbitration, unless otherwise agreed in writing. After submission of the written grievance, the department head or designee will meet with the Association's designated representative and/or the grievance in an attempt to resolve the grievance. The Hospital agrees to answer the grievance within seven calendar days of the meeting.

STEP THREE:

If the grievance is not resolved at Step Two, the Association may, within seven calendar days of receipt of a Step Two answer, submit the written grievance to the president or the Hospital or his/her designee. The meeting will be held by the president or his/her designee with a designated Association representative, to discuss the merits of the grievance and to ascertain the facts. Within seven calendar days following the hearing, the Hospital will provide a written response to the grievance.

STEP FOUR:

If the grievance is not settled at Step Three, a representative of the Association may notify the Hospital in writing of the Association's decision to appeal the grievance to arbitration. Such notice must be filed within 20 calendar days of the date of the Hospital's Step Three answer, and at this time either side may file a request for a panel of arbitrators from the American Arbitration Association. The filing of a notice of arbitration shall be considered a condition precedent to arbitration unless otherwise agreed to in writing. Upon receipt of the panel or arbitrators, each party shall have the right to strike one name until only one arbitrator remains on the list, who shall hear and decide the case. If the grievance is not submitted to arbitration within the required time period, it shall be deemed to be settled on the basis of the Step Three answer.

Steps One, Two and Three all now have the same time limits on both sides of seven days.

14.02 The cost of arbitration shall be shared equally by the parties.

14.03 The Arbitrator's decision shall be rendered within 30 working days after the hearing of the dispute, unless extended by mutual agreement. The findings of the Arbitrator shall be final and binding upon the parties.

- 14.04 The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 14.01 of this Article, and he/she shall have no power to add to, subtract from, or modify in any way any of this Agreement.
- 14.05 Effect of Settlement - The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of the Arbitrator, by agreement between the Hospital and the Association shall be final and binding upon the Nurse, Nurses or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Hospital and the Association shall be final and binding upon all Nurses and upon any person affected.
- 14.06 If the Hospital fails to answer a grievance at any step, the grievance shall automatically proceed to the next step.
- 14.07 A grievance which affects a substantial number or class of Nurses and which the Hospital's representative designated in Steps One and Two lacks authority to settle may be initially presented at Step Three within ten calendar days from its occurrence by the unit representative.
- 14.08 All facts, evidence and issues then known to the Association, Nurse and Hospital shall be raised at the lower steps of the grievance procedure in the interest of resolving the grievance, and shall not knowingly be withheld by the Association, Nurse or Hospital.
- 14.09 The time limits of this Article may be extended by the mutual written agreement of the parties.
- 14.10 Any back-pay awarded by the arbitrator shall be reduced by amounts received by the Nurse in other employment, including self-employment, as well as all unemployment compensation insurance benefits received by the Nurse, unless such other employment/self-employment has been engaged in prior to the discipline at comparable compensation levels. Only one grievance shall be decided at the same hearing, except by mutual consent of the parties.

Article 15 – Job Vacancies

- 15.01 The Hospital has the sole discretion to decide when or if it will fill a job vacancy. If the Hospital decides to fill a vacancy in a position in the bargaining unit, the vacancy will be posted for seven calendar days in the vending area on the second floor of the Hospital to allow all qualified Nurses an equal opportunity to apply for the vacant position. Vacancies will be awarded to the senior most qualified Nurse who bids for the position. Where the qualifications of the Nurses who have bid on the position are relatively equal, the Nurse with more seniority will be awarded the position.

The Hospital will attempt to complete the interviews expeditiously. The Hospital will provide notice to applicants, and the Union President or his/her designee, of the awarding of the position within four 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 three months after awarding the position.

Nurses occupying casual positions may bid on positions but preference will be given to regular full-time and part-time employees. If there are no qualified bidders in the bargaining unit, the position shall then be open for bid to any qualified employee in the Hospital. If there are no bidders after the process, the Hospital may fill the vacant position by hiring a new employee.

- 15.02 Any Nurse promoted in accordance with the foregoing section will serve a probationary period of 90 calendar days during which the Nurse's performance will be evaluated by the Hospital. If the Nurse's work performance is unsatisfactory, as determined by the Hospital, or if during the probationary period the Nurse decides that he/she does not want to remain in the bidded position, then the Nurse shall return to his/her former position, if available. If the former position is not available, and the Nurse initiates the return to his/her former position, then he/she will have the right to the next available opening on his/her former position. If the return to the former position is initiated by the Hospital and the former position, or a posted open position for which the Nurse is the most qualified candidate, is not available, then the Nurse will be laid off work until such time as a position become available which he/she is capable of performing, without recourse to Paragraph 15.03. The Hospital is not required to hold the Nurse's former position open.

In the event the Hospital determines a long-term reduction in force is necessary (not a work load adjustment), layoffs or reduction in force will be made in accordance with this Section recognizing the basis of RN seniority (except for CRNAs which will utilize CRNA seniority). Prior to initiating a layoff, the Hospital will first meet with the Association to discuss the layoff and possible alternatives. If the Hospital determines it still must proceed, it will first offer a voluntary layoff (VLO) by seniority within the unit, so long as unit needs can be met with the remaining Nurses. A Nurse may elect to take a VLO only one time during a specific layoff occurrence. If there are more volunteers than required, the volunteer(s) will be given preference on the basis of their seniority with their unit, most senior first. In the event of layoff, the Hospital will allow those Nurses who are cross-trained or otherwise qualified to perform the job without additional training other than a unit refresher not to exceed two weeks, to displace less senior Nurses in the same or lower rated job classification; provided, however, that the more senior Nurse possesses the necessary ability and qualifications to perform the work without training. Ability and qualifications to perform the work will be determined by the Hospital, subject to the grievance/arbitration procedure.

In the event a voluntary layoff is not sufficient and the Hospital must continue with a reduction in force, layoffs will accrue in accordance with the following procedures:

- a. The Hospital may reduce the excess scheduled hours of work of one or more Nurses on that unit, unless a skill, qualification, or ability possessed by a Nurse is required for continued efficient operation of the unit.

- b. If there is to be further reduction of Nurses, Graduate Nurses on that unit will be laid off prior to other Nurses on that unit, unless a skill, qualification, or ability possessed by a Graduate Nurse is required for continued efficient operation of the unit.
- c. If there is to be further reduction, Nurses on the unit on the affected shift still serving the newly hired Probationary Period will be laid off prior to other Nurses on that unit, unless a skill, qualification, or ability possessed by a Probationary Nurse is required for continued efficient operation of the unit.
- d. If there is to be a further reduction, Nurses on that unit will be laid off in reverse order of their seniority (the least senior first), unless a less senior Nurse possesses a skill, qualification, or ability deemed necessary for continued efficient operation of the unit.
- e. Nurses will be laid off on a unit-by-unit basis. 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 (see the service line description below) or displace the least senior Nurse within the Nursing Department for which they are qualified, or bid on an open position within the bargaining-unit for which they are qualified. Qualified Nurses are those who are cross trained or otherwise qualified to perform the job without additional training other than a unit refresher that is mutually agreed upon by the parties. Ability and qualifications to perform the work will be determined by the Hospital, subject to the grievance/arbitration procedure. Such Nurse must also be willing to accept the displaced Nurse's schedule. When more than one 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.
- f. The Hospital will make every effort to notify a Nurse who will be laid off at least seven days in advance, or offer seven-days pay in lieu of notification. This notice requirement may be waived due to circumstances beyond the control of the Hospital. When the Hospital notifies a Nurse that she will be laid off, the Nurse will be advised of the above provisions.
- g. The Union shall be furnished with a list of all Nurses affected by the operation of the Section.

15.03 Prior to posting a vacancy for or hiring of a new Nurse, Nurses on layoff shall be entitled to be recalled in the inverse order of layoff, to the position from which they were laid off or to a position vacancy for which they are qualified without additional training. Nurses shall have these recall rights for a period of 12 consecutive months following their last day worked. A Nurse shall be recalled by certified letter, but may also be notified by telephone, to the number which the Nurse provides to the Hospital. If personally notified by a telephone call, the Nurse is required to report to work within two days of telephone notification. If the Nurse does not contact the Hospital within five business days of the

mailing of the certified letter to the Nurse, the Nurse will be determined to have terminated employment and lost all seniority rights pursuant to Article 13.

Article 16 – Temporary Assignments

- 16.01 In the event patient care needs require, a Nurse may be "pulled" or "floated" (temporarily reassigned) from the home base unit and/or position to another. "Float" or pulled" status will be determined by each unit's needs first, then by requesting volunteers. The Hospital will then pull a qualified temporary Nurse before any other Nurse, a qualified casual Nurse before a qualified part-time Nurse, and a qualified part-time Nurse before a qualified full-time Nurse, keeping to the order of reverse seniority. Qualified, in this context means for the purposes of pulling that a Nurse has completed cross-training to the unit that she is being pulled to. For the purposes of floating, qualified in this context means that a Nurse has completed the floating orientation checklist for the unit that she is being pulled to. Existing practices which are different will continue provided that they are not inconsistent with the intent of this Article. A Nurse pulled from any "home base" unit may, if needed, be assigned by the Hospital to provide general nursing care that he/she is qualified to do without a direct patient care assignment, or, if not needed, the Nurse may take an excused absence, personal day, or vacation time at his/her own discretion. Except in the case of an emergency, no Nurse may be reassigned to more than one unit in any given shift without his/her permission, or reassigned while working overtime.
- 16.02 All nursing staff will become oriented, trained, and competent to provide qualify nursing care within their service line. The following service lines are recognized based upon the units existing at the effective date of this Agreement. In accordance with the Hospital's responsibility to promote and improve patient care, the Nurses recognize the Hospital's right during the term of this Agreement to create new units/service lines and eliminate or change existing unit/service lines. Before such changes are made, the Hospital will provide the Union with notice of the changes and opportunity to discuss such changes.

- Behavioral Health
- OB
- Emergency
- Medical/Surgical Service (2D, 3C, 3B/ telemetry)
- Critical Care Services (ICU, CCU)
- IV Team
- Recovery Room (PACU)
- OR Nursing Services
- Surgical Procedures Center (ENDO)
- Ambulatory Surgery Center (ASC)
- Skilled Nursing (which includes SNU, ARU)
- Case Management
- Anesthesia
- Cath Lab/Interventional Radiology/ Treadmills
- Pain Clinic
- Med Onc

Rad Onc

On 3B, the Hospital will make every effort to maintain a ratio of 50% plus one on each shift of RNs who are both monitor and ACLS certified to RNs who are not monitor trained and ACLS certified.

- 16.03 Cross-training to other service lines, including relevant certifications, must be completed before a Nurse is eligible to be pulled (as defined in Section 16.06 b) to that service line. Nurses volunteering to cross-train to another service line will be available to be pulled once cross-training has been completed as long as competency is maintained.
- 16.04 Prior to involuntarily pulling 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 pull. The Hospital will attempt to fill a need from within a service line prior to pulling across service lines.
- 16.05 Cross-training may be prescheduled. Nurses who are in the process of cross-training may request to be cross-trained in lieu of being cancelled. Such decisions shall be at the discretion of the Vice President of Nursing or her designee. 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. Such requests shall not be unreasonably denied and not be denied based on a Nurse's status as either full time or part time.
- 16.06 Definitions of temporary reassignments:
- a. The terms "float" or house float" describe a Nurse who goes from unit to unit and does not take a patient care assignment, but can provide general nursing care that he/she is experienced and/or trained to do. Upon being floated to a unit other than the home base unit for the first time, a Nurse will begin a process of orientation to that unit. The float nurse is under the direction of the nurse to whom each patient is assigned. This Nurse would generally require the assistance and guidance of the regular staff Nurses on the unit as support to the oriented Nurse. He/she will return to his/her home unit as regular staff, and cease to be "float," when it is determined that the census and/or patient care needs of the unit require another staff member. A "float" Nurse will not be counted in staffing grids. A "float" Nurse will not be required to do physical assessments, may prepare discharged, but will not be required to give instructions or perform discharges, and is expected to document with the exception of physical and wound assessments. A "float" Nurse will not perform any skills for which she has not been oriented.
 - b. Orientation is defined as education and training provided to an employee in order that he/she is able to perform on a unit other than the home-base unit. This Nurse would be required to complete an orientation checklist as it would pertain to the knowledge and skills being addressed in the orientation and be "signed off" as competent in those relevant areas. If at any time a Nurse feels that she needs to be reoriented to a skill or unit, due to, for example, significant time having elapsed since initial orientation, insufficient initial training, or for any other reason, said

Nurse may request to be reoriented to that skill or unit, and will not be required to perform such skills until the orientation is completed.

- c. The term "pulled" describes a Nurse who takes a patient care assignment on a unit other than his/her home base unit. Said unit must either be within the Nurses' service line or the Nurse must be cross trained to that unit. A Nurse will not be required to take more than two patient assignments in a given shift
- d. The term "cross train" is defined as education and training provided to an employee in order that he/she is able to work as a regular staff member with a full patient assignment on a unit different than the home-base unit. The ~~4~~-standard competency for determining when a Nurse has been crossed trained is the same as the standard for a Nurse making an internal transfer from one unit or service line to another. The Nurse, with preceptor/s will be required to complete a full orientation checklist and be "signed off" as competent. Furthermore, for a Nurse to continue to be considered "cross trained" to a unit or service line, the Hospital will make its best effort to schedule a Nurse a minimum of one shift per schedule in that unit or service line.
- e. It shall not be considered pulling for Telemetry Nurses to take an assignment in the ICU if such patients are designated as telemetry patients.
- f. A Nurse who has completed the post-partum aspect of cross training to OB may be pulled to the post-partum section of OB, but may not take a patient assignment in the Nursery or labor room without completing that aspect of cross training to OB. Similarly, a Nurse who has completed the Nursery aspect of cross training to OB may be pulled to the Nursery, but may not take a patient assignment in post-partum or the labor room without completing that aspect of cross training to OB.
- g. No Nurse from SNU will be required to take an assignment in ARU without being FIM trained, or without a FIM trained staff member present working on the unit. Nurses from ARU will not be pulled to SNU without being cross trained.

Article 17 – Vacation

17.01 Full-time employees hired after April 1, 1994 shall be entitled to vacation as follows:

<u>Years of Service after April 1, 1994</u>	<u>Vacation Days</u>	<u>Hours</u>	<u>Accrual Rate Hours per Pay</u>
0.00	10.00	80.00	3.08
1.00	10.00	80.00	3.08
2.00	10.00	80.00	3.08
3.00	10.00	80.00	3.08
4.00	10.00	80.00	3.08
5.00	10.00	80.00	3.08
6.00	11.00	88.00	3.38
7.00	12.00	96.00	3.69

<u>Years of Service</u> <u>after April 1, 1994</u>	<u>Vacation Days</u>	<u>Hours</u>	<u>Accrual Rate</u> <u>Hours per Pay</u>
8.00	13.00	104.00	4.00
9.00	14.00	112.00	4.31
10.00	15.00	120.00	4.62
11.00	15.00	120.00	4.62
12.00	16.00	128.00	4.92
13.00	16.00	128.00	4.92
14.00	17.00	136.00	5.23
15.00	17.00	136.00	5.23
16.00	18.00	144.00	5.54
17.00	18.00	144.00	5.54
18.00	19.00	152.00	5.85
19.00	19.00	152.00	5.85
20.00	20.00	160.00	6.15

Full-time employees hired prior to April 1, 1994 shall be entitled to vacation as follows:

<u>Years of Service</u> <u>before April 1, 1994</u>	<u>Vacation Days</u>	<u>Hours</u>	<u>Accrual Rate</u> <u>Hours per Pay</u>
0.00	15.00	120.00	4.62
1.00	15.00	120.00	4.62
2.00	15.00	120.00	4.62
3.00	15.00	120.00	4.62
4.00	15.00	120.00	4.62
5.00	15.00	120.00	4.62
6.00	15.00	120.00	4.62
7.00	15.00	120.00	4.62
8.00	15.00	120.00	4.62
9.00	15.00	120.00	4.62
10.00	15.00	120.00	4.62
11.00	16.00	128.00	4.92
12.00	16.00	128.00	4.92
13.00	17.00	136.00	5.23
14.00	18.00	144.00	5.54
15.00	19.00	152.00	5.85
16.00	20.00	160.00	6.15
17.00	20.00	160.00	6.15
18.00	20.00	160.00	6.15
19.00	20.00	160.00	6.15
20.00	20.00	160.00	6.15

An employee may accrue a maximum amount of two times the annual full-time rate.

Full-time CRNA employees shall be entitled to accrue vacation as follows:

<u>Years of Service</u>	<u>Vacation Days</u>	<u>Hours</u>	<u>Accrual Rate/Pay</u>
Any	20	160.00	6.15

- 17.02 Part-time employees will accrue vacation at the same accrual rate and on the same basis as full-time employees, but their vacation hours accrued per pay period will be pro-rated based on hours paid.
- 17.03 Vacations will be scheduled by Nurse preference on a seniority basis by circulation of a vacation request calendar. The calendar will be circulated through the seniority list with each Nurse electing the allowable number of weeks (three at one time, if entitled to four weeks; two at one time if entitled to three weeks; and one at one time if entitled to two weeks), and then repeating to complete the assignment of all remaining days. Current vacation scheduling procedures and practices will be maintained within the units. The Hospital will post the final vacation schedule no later than April 16 of the year. The Hospital will make its best effort to allow two Nurses to be off on vacation on any calendar day, if practicable. Regular part-time Nurses schedule their vacation days in a week consistent with their normal FTE point assignment. When it is the intent of a regular part-time Nurse to request vacation in weeklong increments, the Nurse may use vacation hours equivalent to their position (e.g. .4, .6, .8). Each of the remaining five workdays for that week will be considered as if they are vacation days and will count toward the allotment of vacation days/hours allowable on their respective unit, but will not be subtracted from the Nurse's vacation hours accrual balance.
- 17.04 Employees retiring at age 65 or older with more than 25 continuous years of service are eligible to receive upon retirement a payment equivalent to four additional weeks paid vacation.
- 17.05 Nurses who are on vacation within a time period where a paid holiday falls will receive their regular compensation for the non-holiday days and holiday pay for the holiday.
- 17.06 Nurses who transfer from full-time to part-time and vice versa will earn vacation based on full-time and part-time service in a calendar year. The total number of vacation days per calendar year cannot exceed the annual complement of years of service, if applicable.
- 17.07 If after vacation requests have been made, and an employee relinquishes vacation time voluntarily, he/she cannot bump another less senior employee who has already picked that time.

Article 18 – Holidays

- 18.01 Following completion of the probationary period, full-time Nurses are entitled to the following holidays:

New Year's Day	Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee Birthday
Labor Day	Two Personal Days

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving
Christmas Day
Employee Birthday
Two Personal Days

Nurses will be allowed to use their personal days at any time prior to December 15 of each year.

- 18.02 Any part-time Nurse who worked 1,000 hours or more in the preceding calendar year will be entitled to one personal day and his/her birthday.
- 18.03 Holiday pay for full-time Nurses will be eight hours pay at the rate of pay for the Nurse's designated position. Regular part-time Nurses who work the holidays listed above will receive holiday pay, except that a Nurse scheduled to work a 12-hour holiday and who works the scheduled hours will receive 12 hours holiday pay.
- 18.04 Nurses who are scheduled and who work on a holiday, with the exception of a birthday, will be paid time and one-half for all hours worked and will receive holiday pay as well. Birthdays shall be taken off on the Nurse's birthday, if mutually agreed, or within the month in which the birthday falls with approval of the supervisor and dependent upon staffing needs.
- 18.05 Holidays falling on a Saturday will be observed on the preceding Friday, and holidays falling on a Sunday will be observed on the following Monday. Nurses who observe a 24/7 hour schedule will observe the holidays on the days which they occur.
- 18.06 If a holiday falls on a scheduled vacation day, the Nurse is entitled to another vacation day.
- 18.07 Holiday pay will be paid only to a full-time or part-time Nurse who worked a full scheduled shift on his/her last scheduled day before and the first scheduled shift after the holiday or the day observed as the Nurse's holiday and, if scheduled to work, the employee must work a full scheduled shift on the holiday or the day observed as the holiday with the following exceptions:
- a. Nurses who report to work on the holiday and are sent home by the hospital.
 - b. A Nurse who received an excused absence on the scheduled day prior to or after the holiday.
 - c. A Nurse who is on an approved bereavement leave pursuant to the contract. The Hospital may require documented proof of death.
 - d. An illness or injury that requires hospitalization in an in-patient bed or a surgical unit bed. The Hospital may require documented proof of hospitalization.
 - e. Any illness for which the Hospital directs the Nurse not to work.

18.08 As applicable, Nurses in each department or work unit shall be scheduled for holidays on a rotational basis according to the custom of that department. Full-time Nurses are required to work three holidays during the year, one of which must be Christmas or New Year's, which will be rotated from year to year. Part-time Nurses are required to work two holidays per year, one summer and one winter, the winter holiday being either Christmas or New Year's. Nurses are permitted to trade scheduled holidays with other Nurses, provided that the trade does not create an overtime situation.

Article 19 – Health and Welfare

19.01 Full-time Nurses who are hired before the fifteenth day of the month will become eligible for coverage beginning the first day of the month following their hire date. Nurses hired after the fifteenth day of the month, will be eligible for coverage beginning the first day of the first full month (the second month) following their hire date. Full-time Nurses are eligible to participate in one of the Medical Plans listed in Appendix B hereto, as may be amended from time to time for the non-union employees and other union-represented employees employed by the Hospital. During the term of this Agreement, the Union also agrees that the Hospital may offer additional plans to those listed in Appendix B. The Nurses may voluntarily elect to participate in those additional plans. The Plans shall provide coverage for the employee, spouses, and eligible dependents.

19.02 Spousal coverage will be available for spouses of eligible employees who are eligible for healthcare benefits at another place of employment in exchange for a premium contribution as set forth in Appendix B hereto. This contribution will be in addition to the premium contribution referenced in Section 19.03 and Section 19.04 of this Article.

19.03 Full-time Nurses electing to participate in the Medical Plans will be required to contribute an amount per pay toward the cost of such coverage as set forth in Appendix B hereto.

19.04 Part-time and casual Nurses who have completed 90 calendar days of work are eligible to participate in one of the Medical Plans, and may purchase coverage for themselves, their spouse and dependents provided they pay the full cost of such coverage. Part-time Nurses are also eligible for possible Hospital contributions towards the cost of individual coverage for themselves pursuant to the following:

a. The cost for individual coverage for part-time Nurses in the Medical Plan may be paid for by the Hospital based on the number of hours worked by the individual Nurse employee.

b. The Plan as applied to part-time Nurses is as follows:

(i) The Benefits Period for health coverage is each calendar quarter during the Benefit Year of July 1 through June 30. Employees may elect coverage (or waive coverage) at a specified level for each Benefit Year.

(ii) The Hospital will establish a "Hospital Share" of the cost of the individual health care coverage based on the number of hours which an eligible part-time

employee works during the prior calendar quarter. This "Eligibility Period" is a 3-month period ending on April 30, July 31, October 31 or January 31 immediately preceding the Benefit Period. (For example, the Benefit Period from July 1, 2005 through September 30, 2005; the Hospital Share will be calculated on April 30, 2005 based on hours the employee worked during the Eligibility Period from February 1, 2005 through April 30, 2005, and the full Benefit Year will run from July 1, 2005 through June 30, 2006.)

The Hospital Share for a Benefit Period is:

- 85% if an eligible employee works at least 415 hours in an Eligibility Period or an equivalent pro-rata share of hours.
 - 70% if an eligible employee works at least 312.5 hours in an Eligibility Period of an equivalent pro-rata share of hours.
 - 0% if an eligible employee works less than 312.5 hours in an Eligibility Period.
 - Cancellations by the Hospital of a Nurse's hours due to low census will still count as hours worked solely for the purpose of hours computation for the part-time health insurance benefit.
- c. A newly eligible part-time Nurse will be eligible to be considered for Hospital-paid coverage six months after his/her start date. The Hospital share for the period of time before the next Benefit Period will be based on the pro-rata share of hours worked during the Eligibility Period ending during the first six months of employment.
- d. Part-time Nurses are entitled to receive Hospital-paid coverage in the Medical Plan only for individual coverage, and only to the extent outlined above. Part-time Nurses may participate in the Medical Plan for coverage for themselves and/or spouse and/or dependent coverage on a contributory basis.

19.05 Prescription Plan. Full-time and part-time Nurses who have completed their probationary period and members of their immediate family will be eligible to participate in the Employee Prescription Plan in accordance with the Plan.

19.06 Sick Leave. Full-time Nurses who have completed their probationary period accrue 1.846 hours of sick leave per pay period. If a regular part-time Nurse works at least 1,000 hours in the previous year, he/she will be entitled to one sick day the following year, and two sick days if working over 1,600 hours the previous year. Nurses may accumulate up to 85 days of sick leave.

19.07 Long-Term Disability. Full-time Nurses who have completed 12 months of continuous employment are eligible to receive long-term disability insurance coverage equal to 50% of their base wages up to the limitations provided and a described in the Plan.

- 19.08 Dental. All full-time Nurses who have completed their probationary period shall be entitled to receive dental insurance coverage. The type and level of coverage shall be determined by the Hospital.
- 19.09 Extended Absences. In case of a Nurse's absence from work of over 30 calendar days for any reason other than leave pursuant to the Family and Medical Leave Act ("FMLA") or other disability related leave, his/her participation in the Hospital's group medical plan and dental plan will be continued through the end of the month in which such absence begins. The Nurse's participation in the Hospital's long-term disability plan will cease upon the date the Nurse's employment ceases. Nurses who return to work after such absences will be able to reinstate their participation in the Hospital's group medical plan, dental plan and long-term disability plan the first day of the month following their reinstatement.
- 19.10 Life Insurance. All full-time Nurses who have completed their probationary period are entitled to receive life insurance equal to their annual base wages up to \$30,000 as described in the Plan.
- 19.11 Tuition Reimbursement. All regular full-time and part-time Nurses who have worked over 1,000 hours in the previous calendar year will qualify for a tuition reimbursement benefit of 50% of the cost of tuition, fees and labs up to \$2,000 per calendar year, with the requirement of grade "C", and reimbursement of 100% of tuition, fees and labs for a grade "B" or better in order to receive reimbursement, up to \$2,000 per calendar year. One time during the term of the Agreement, a Nurse may use up to \$150 of his/her tuition reimbursement money for nursing certification or re-certification purposes, which will be deducted from the tuition reimbursement monies available for that Nurse for that year.
- 19.12 Pension Plan. The Hospital will maintain, for participation by bargaining unit members, the existing Armstrong County Memorial Hospital Retirement Income Plan (the "Pension Plan") as amended consistent with this Section:
- a. The multiplier applicable to bargaining unit members shall remain at \$22.00 through April 9, 2005.
 - b. The Multipliers for years of credited service prior to the effective date of this Agreement shall be the existing multipliers utilized by the Pension Plan as of the effective date of this Agreement.
 - c. The Hospital will take the necessary action to amend the Pension Plan to freeze all benefit accruals for Nurses participating under the Pension Plan effective as of April 9, 2005 for all bargaining unit members.
 - d. Effective April 9, 2005, all participants with accrued benefits under the Pension Plan will become fully vested in their benefits that have accrued through April 9, 2005.
- 19.13 403(b) Plan. The Hospital will continue to maintain the Armstrong County Memorial Hospital 403(b) Retirement Plan (the "403(b) Plan") as an investment option for

bargaining unit members, and effective on and after April 10, 2005, will provide fixed contributions under the 403(b) Plan in accordance with the Retirement Benefit Contribution Percentages table listed in Appendix C hereto.

- a. All current employees with five or more years of service with the Hospital will automatically vest in all Hospital Gross Wage Contributions made to the 403(b) Plan on their behalf.
- b. All current employees with less than five years of service with the Hospital and employees hired after the effective date of this Agreement will fully vest in all Hospital Gross Contributions made to the 403(b) Plan on their behalf upon completion of five years of service with the Hospital.
- c. All participants shall immediately vest in all salary reduction elections made under the 403(b) Retirement Plan.
- d. All employees hired after the effective date of this Agreement and any employees who have less than one year of service with the Hospital as of April 9, 2005 will only be eligible for retirement benefits under the 403(b) Plan.

Article 20 – Leaves of Absence

- 20.01 Full-time and scheduled part-time Nurses who have completed the probationary period are eligible for a paid leave for bereavement purposes of three days upon the death of a husband, wife, father, father-in-law, mother, mother-in-law, foster father, foster mother, step-father, step-mother, brother, sister, step-brother, step-sister, son, daughter, step-son, step-daughter, grandson, or granddaughter.
- 20.02 A single day of paid leave will be granted to full-time and scheduled part-time Nurses for bereavement purposes for a brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent.
- 20.03 Nurses will be provided a leave of absence if summoned for jury duty. Full-time Nurses who have completed their probationary period will be granted a paid leave of up to 20 working days for such leave. The pay for such leave will be the difference between the rate of pay for the designated position and the amount of compensation received for serving on the jury.
- 20.04 Nurses will be given an unpaid leave of absence for any required military leave. Nurses shall continue to accrue benefits during their military leave.
- 20.05 An unpaid educational leave of absence may be granted to a full-time Nurse upon completion of two years of service. Such leave will require the recommendation of the Nurse's department head and the approval of the Vice President of Human Resources. Returning Nurses will be placed in a position commensurate with their experience and education, if such a position is available.

20.06 The Hospital will comply with the provision of the Family and Medical Leave Act ("FMLA"). Eligible Nurses seeking FMLA leave will be required to use all remaining paid leave time, with the exception of five days' vacation and two personal days, if eligible, as part of their FMLA leave. Where FMLA leave is approved and non-intermittent, ten days' vacation and the employee's allotted personal days may be reserved. Except for the substitution of paid leave, all FMLA leave shall be unpaid. The maximum leave time may be extended for individuals on FMLA leave or to reasonably accommodate qualified individuals with disabilities under the ADA, or employees disabled due to pregnancy or related medical conditions, in accordance with the laws providing such leaves. After the FMLA leave period has expired, the Hospital has the discretion on a case-by-case basis whether it will continue to hold the position for the employee or to fill the vacancy. An employee who has returned from an approved leave of absence to a position other than his/her prior leave position and status shall have the right of first refusal to his/her prior leave position should such position become available and he/she has completed an Internal Application for Transfer/Promotion ("Bid Form").

Article 21 – Certification, Licensure and In-service Education

21.01 All Nurses who are required to be registered, certified or licensed are required as a condition of continued employment to acquire and maintain the appropriate registration, certification or license in accordance with the requirements of law.

21.02 All Nurses who are required by law to attend in-service training will do as required. All in-service training will be scheduled at the discretion of the Hospital. If any Nurse fails to attend required in-service training, he/she maybe required to obtain the training at his/her own expense, and/or be disciplined accordingly.

21.03 In the event that a Nurse is required to attend an in-service session during or outside regular working hours, the Nurse shall be paid the applicable rate. Such attendance shall be considered time worked for overtime computation.

21.04 With management approval, a Nurse may be granted time off with pay during scheduled workdays to attend professional and/or technical meetings and various educational programs held outside the Hospital. When properly authorized, a Nurse's related expenses such as registration, travel and meals will be paid by the Hospital. All requests for attendance at educational programs must be made in writing and approved by the Nurse's department manager.

Article 22 – Disciplinary Action

22.01 The Hospital shall have the right to discharge, suspend or discipline any Nurse for just cause.

22.02 A Nurse shall be initially suspended for a period not to exceed five days. During this five-day period, the affected Nurse may request and shall be granted a hearing to explain his/her conduct which led to the discipline. The Nurse, Hospital and a local Association representative shall attend the hearing. Other Nurses may be asked to present relevant information at the hearing.

- 22.03 Within five days of the hearing, the Hospital shall decide whether to affirm, modify, extend or convert the initial suspension into discharge or whatever other action it deems appropriate. In the event the Association determines that the suspension or discharge was not for just cause, it may file a grievance in accordance with the grievance procedure outlined in Article 14 within five days after receipt of the Hospital's decision. In discharge cases, the grievance will begin at Step Three of the procedure. Grievances protesting suspensions (and not discharges) shall begin at Step One of the grievance procedure unless otherwise agreed to. Time limits for responding to disciplinary action or discharge cases shall exclude Saturdays, Sundays and/or holidays.
- 22.04 The Hospital will notify the Association (by mail to the Association or by hand delivery to any Association officer) in writing within 48 hours (excluding Saturdays, Sundays and/or holidays) following the discharge or suspension of a Nurse in the bargaining unit.
- 22.05 All infractions on a Nurse's record not involving a suspension shall be removed upon request after two years provided that the two-year period shall be free of similar infractions.
- 22.06 Absenteeism (Occurrence) Policy. No disciplinary action will be initiated against a Nurse under the Hospital's attendance (occurrence) policy until after six occurrences within a rolling calendar year.

Article 23 – Association Grievance Committee

- 23.01 The Hospital recognizes the right of the Association to designate grievance Unit Representatives. The Association will furnish the Hospital with a list indicting the names of each grievance Unit Representative. Grievance Unit Representatives shall not allow their Association activities, including contract administration, to interfere with the performance of their assigned duties, or the assigned duties of other Nurses.
- 23.02 The discussion and processing of grievances in accordance with this Agreement shall take place during the unit Representative's and Nurse's non-working time and shall not take place in any patient care or other work area and shall not interfere with patient care, treatment or education, or the orderly operation of the Hospital.
- 23.03 Hospital representatives and Association representatives may meet to discuss problems with the implementation of this Agreement and to discuss other labor/management issues that may arise. An agenda should be furnished by whichever party calls the meeting. Said agenda should be provided one week in advance, except in case of emergency. If the meeting is scheduled during working hours, the appropriate Association officers or representatives shall be permitted to attend without loss of pay. If the meeting is requested by the Hospital, the Hospital will compensate any elected officer who must attend the meeting on his/her own time at the regular rate of pay.
- 23.04 New Nurses shall upon hire be furnished with a copy of the then-existing labor agreement, and their name and department shall be given to the local Association president.

23.05 The Hospital and the Association agree that, during the life of this Agreement, representatives from both parties (not to exceed five 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 representatives 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 every other month or at other mutually agreeable times. The parties shall exchange agenda items at least five working days prior to the meeting.

Article 24 – Safety

24.01 The Hospital will make every effort to maintain its facilities and equipment in such physical condition so as to provide a safe and healthy work environment and to maintain high standards of workplace sanitation, ventilation, cleanliness, and light and noise levels. The Hospital shall agree to maintain a program of infection and communicable disease control consistent with state and federal laws. Nurses will strive to maintain the facility in such a manner which will continue safe conditions. In the event any Nurse has reason to believe an unsafe or hazardous condition exists, it is the Nurse's responsibility to notify his/her supervisor or department head without delay.

24.02 The Hospital will maintain and enforce policies prohibiting verbal and/or physical abuse, sexual harassment, and threatening or intimidating behavior engaged in or exhibited by any person. "Person" is defined to include Hospital employees, volunteers, medical staff, visitors, patients, tenants, and others working at the Hospital facilities.

24.03 The Hospital will allow the Association to name a Nurse as a continuing member of the Hospital-wide Safety Committee. Said Nurse shall be relieved to participate in the activities of the committee if scheduled.

Article 25 – Personnel Records

25.01 A Nurse or his/her designated representative may inspect his/her personnel file after submitting a written request to the Human Resources Department. Upon receipt of such request, arrangement will be made to allow the Nurse or designated representative to inspect the file during non-work time. If there is a disagreement as to the contents of the personnel file, a Nurse may submit a written statement concerning any material in the file, and it will be made part of the file. All applicable federal and state laws will be followed during inspection of the file.

25.02 Employee personnel records must be kept up to date and current at all times to be immediately available in case of an accident, illness and for payroll purposes. This is the Nurse's responsibility. Changes in a Nurse's name, address, telephone number, insurance

beneficiaries, number of dependents for income tax purposes, hospitalization, major medical, dental coverage, etc., must be provided immediately at the time of change, in writing, to the Human Resources Department. The Nurse's department manager and payroll department will be notified of the appropriate changes.

Article 26 – Subcontracting

- 26.01 In the event the Hospital determines to subcontract work which can be performed more economically by a subcontractor than by bargaining unit Nurses, and the subcontracting results in the layoff of bargaining unit Nurses, the Hospital agrees to meet and discuss the matter with the Association prior to subcontracting the work to give the Association an opportunity to demonstrate that bargaining unit Nurses can perform the work in an equally cost-effective manner. Not less than 60 days after such discussions have begun, if the parties have not reached agreement, the Hospital reserves the right to subcontract work at the end of the 60-day period, with the Association reserving its right to file a grievance to determine whether the Hospital's decision to subcontract work was made in accordance with this Article.
- 26.02 In the event the Association decides to file a grievance pursuant to paragraph 26.01, such grievance will be submitted directly to Step Three of the grievance procedure. The Hospital, upon request, will provide the Association with financial documentation and information relating to the proposed subcontracting, and the Nurses who will be impacted by the proposed subcontracting. Said grievance must be submitted in writing. In applying this subsection, it is the Hospital's burden to prove that the subcontractor selected can perform the work at a lower cost than bargaining unit Nurses. All relevant economic factors will be considered in any subcontracting situation including the potential impact on the affected Nurses.

Article 27 – Miscellaneous

- 27.01 Confidential Information. All information obtained or received by Nurses in the course of employment or at the Hospital is strictly confidential in nature and may only be discussed or shared with authorized personnel who have a need to know such information in the performance of their jobs. Unauthorized release of any such information will result in disciplinary action, which may include dismissal. Employee communication and discussion that is protected by Section 7 of the NLRA is exempted from the Section.
- 27.02 Reporting to Work. Nurses may report to work no more than 12 minutes prior to their scheduled starting times, and swipe in appropriately. Nurses must swipe out at the end of their work, and depart the work area no more than 12 minutes after the end of their shift. Nurses are not permitted to enter the Hospital or to remain on the premises unless they are on duty, scheduled for work, visiting a patient, participating in the grievance procedure, using the Hospital's medical services or otherwise approved to be there by an appropriate supervisor. The public areas of the Hospital are excluded from this Section.
- 27.03 Dress Code. All Nurses must wear proper identification as may be required by the Hospital. Additionally, all Nurses must dress appropriate to their work area. Nurses are

expected to report to work clean, neat and appropriately groomed. The Hospital maintains the right to establish and enforce reasonable standards of dress and grooming for the work environment, including clothing, jewelry, perfumes, and other attire.

- 27.04 Designated Eating Areas. A cafeteria for Hospital personnel is provided on a cash basis, payroll deduction, or credit. The Cafeteria, Snack Bar and Vending Area are designated eating areas. Personnel are permitted to bring a meal to work but, in the interest of maintaining cleanliness throughout the Hospital, Nurses are not to eat in their work areas or other unauthorized areas of the Hospital.
- 27.05 Parking. The Hospital provides parking facilities in designated areas adjacent to the Hospital buildings. All Nurses are required to use a parking lot designated for employee parking. All Nurses are issued a parking permit tag and are required to place it in clear view of the vehicle which they use at the Hospital. The Hospital assumes no responsibility and will not be liable for any damage to or theft from any vehicle or personal property left in a vehicle. Fines may be imposed if Nurses park their vehicles in locations other than those designated.
- 27.06 Lockers. Lockers are provided on an availability basis to those Nurses desiring them, and Nurses may secure their belongings with a lock of their own. The Hospital is not responsible for any loss of property brought to the work place, whether secured in a locker or not. The Association recognizes that the lockers are provided solely as a matter of convenience, and remain the sole and exclusive property of the Hospital. The Hospital reserves the right to open and search any locker where it has reasonable suspicion to do so. The Hospital will make reasonable efforts to secure the presence of the locker user and/or an Association representative as a witness when it conducts a search of any locker.

Article 28 – Separability and Savings

- 28.01 In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by federal or state statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or status shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.
- 28.02 In the event that any decision, legislative enactment, regulation or ruling of any kind shall have the effect of invalidating or voiding any provision of this Agreement, the parties agree that they will meet solely for the purpose of negotiating with respect to the matter covered. If the parties are unable to reach agreement, the Hospital will have the exclusive right to unilaterally implement revised provisions in compliance with the decision, legislative enactment, regulation or ruling, with the Association reserving its right to file a grievance in accordance with this Agreement over whether the Hospital's implementation is unreasonable.

Article 29 – Professional Issues

29.01 General Overview:

The Hospital and the Association share the common goal and the common responsibility of providing to area residents who require it, nursing care which is both safe to the patient and of the highest possible quality in a manner consistent with employee safety and health. This committee is intended to foster over time, a better working environment between the Hospital and the nursing staff.

Professional Issues:

The Professional Issues Committee (PIC) will be continued during the term of this Agreement. The Hospital will appoint four members and the Association will select four members from the nursing staff, for this committee, to meet bi-monthly during scheduled working hours. The Association has the opportunity to add one float Nurse to the committee from a unit being discussed if that unit is not represented by one or the original four members. The primary focus of the committee would be to:

- Discuss optimal and evolving methodologies used by hospitals to determine and meet staffing needs for patient care assignments.
- Discuss current issues of mutual concern from both Nurses and administration, relating to clinical and nursing care provided by the Nurses of ACMH.
- Mutually develop guidelines for resolving staffing challenges including the development of strategies to ensure appropriate resources during predictable peaks in workload.
- Identified issues will be addressed and resolved within a prompt and reasonable timeframe.
- It is understood that the Hospital retains the final discretion with regards to any recommendations that are brought forth from these meetings but seeks to establish guidelines for staffing and professional issue resolution with significant input from the full membership of the PIC.
- The Hospital and the Association acknowledge that changes in the healthcare delivery system have and will continue to occur. If significant modification to current nursing practices becomes necessary, the Hospital will discuss the matter with the Association prior to making such modifications. It is understood that the Hospital retains final discretion, but only after careful consideration of all factors, including the input of the Nurses.

- Quarterly business meetings will be held between the Hospital and ANA/PASNAP each July, October, January, and April. These meetings will be designed to discuss business, financial, quality, and customer satisfaction issues as well as including issues of importance to the Nurses. Hospital participation will include senior management and the Human Resources Director. Nursing participation will be at the discretion of ANA/PASNAP, to include that labor representatives and up to four staff Nurses.

Staffing Guidelines Development:

Where applicable, all units will strive to follow the minimum generally accepted staffing guidelines recognized by the relevant professional organizations.

Unit	Census	Day	Evening	Night
2A	17	4 RNs	2.5 RNs	2 RNs
2D	20	1 chg + 4 RNs	4 RNs	3 RNs
3A	8	1 chg +2 RNs	1.5 RNs	1 RN
L & D		1:2	1:2	1:2
Nurs	6	1 RN	1 RN	1 RN
3B	21	1 chg + 5 RNs	1 chg + 5 RNs	4 RNs
3C	20	1 chg +4RNs	4 RNs	3 RNs
SNU	11	1 RN	1 RN	1 RN
ARU	5	1 RN	1 RN	1 RN
ICU/CCU		1:2	1:2	1:2
PACU		4-5 RNs	On call	0
ASC		6 RNs	0	0
ER*		4 RNs 5-6 RNs	5-6 RNs	3 RNs
Pain Clinic		4-5 RNs	0	0
OR	6 rooms	10 RNs	2 RNs	On call only
IV Team		2 RNs	1 RN	0
SPC		8-9 RNs	On call	0
Cath Lab**		4-5 RNs	2 On Call	2 On Call

* Project Nurse is not counted in the staffing grid numbers.

** Does not include the Working Supervisor.

Critical-Care Float Team. Effective June 1, 2014 the Hospital will begin to establish a Critical Care Float Team. The Team will consist of 4.2 full-time employees. Their primary duties will be responding to In-House Codes and Rapid Responses. The next priority will be providing assistance to the ICU and ER. Their responsibilities will also include covering the entire Nursing Department. Their duties will not typically include filling in for call-offs and leaves of absences. The Float Team Nurses will not be included in the above Staffing Guidelines. Float Team Nurses will be paid an additional \$2.50 per hour. Given the cross-training requirements, Float Team Nurses will be

restricted from bidding to other positions for a period of two years, unless released from this bid restriction by Management.

It is extremely important that the Hospital and the nursing staff recognize these targets as guidelines only. The census and the patient care needs on any given shift on any given day are subject to continuous fluctuation. The determination of staffing needs is a constant, dynamic process influenced by any one or a combination of the following factors: patient acuity, technology, unit census, qualifications of staff, staff mix, and the needs and acuity of the overall Hospital census. It is important to also recognize that there are factors beyond the employer's control such as call-offs, unplanned leaves of absence, and the unexpected spikes in census or acuity that may affect staffing targets; however, the Hospital will address such factors promptly in order to ensure adequate staffing.

Problem Resolution Process:

The Hospital and the Association commit to the following problem-resolution process:

- A Nurse who believes his/her patient assignment is inappropriate or unsafe shall take immediate action to notify the unit manager or the nursing supervisor if the manager is not on duty.
- The manager will immediately re-evaluate the assignment and make changes as necessary to help manage the workload consistent with the mutual intentions expressed and committed to the by the Hospital and the Association.
- Any consistent trends identified by Nurses from a specific nursing unit relating to their staffing assignments will be referred to the unit manager, the VP of Nursing, and the PIC for review, discussion, and resolution.
- The VP of Nursing will engage the unit manager and staff in resolving the identified staffing issue in a timely fashion and will not be limited to waiting for the next PIC meeting before action is taken. Action to resolve the problem should be initiated by the next meeting.
- Any actions taken will be reviewed and discussed at the following PIC meeting.
- The VP of Nursing will ensure that supervisory personnel adhere to the problem-resolution process consistently and take such action that she/he deems necessary to effectuate that commitment.
- It is agreed that any problem identified under this section shall not be subject to the grievance and arbitration process without first being processed fully through the problem-resolution process set forth aforesaid.

Article 30 – Duration and Changes

30.01 This Agreement may be amended only by written agreement, signed by both parties.

30.02 The terms and conditions of this Agreement shall become effective upon ratification and shall continue in full force and effect up to and including the 1st day of September, 2016 thereafter from year to year unless and until either party shall give notice by registered mail at least 120 days prior to the expiration date and any expiration date thereafter, of an intention to terminate, cancel or modify the Agreement.

APPENDIX A - SALARY CHART

Effective 1/1/14

WAGES

Years	entry	0.5	1	2	3	4	5	8	10	15	20	25
Hours		1040 hrs.	2080	4160	6240	8320	10400	16640	20800	31200	41600	52000
Months			12	24	36	48	60	96	120	180	240	300
Step	1	2	3	4	5	6	7	8	9	10	11	12
1/1/14	\$23.75	\$24.03	\$24.31	\$25.43	\$26.54	\$27.66	\$29.44	\$29.83	\$30.18	\$30.53	\$31.15	\$31.57
7/1/14									\$30.43	\$30.78	\$31.40	\$31.82
1/1/15	\$24.23	\$24.51	\$24.80	\$25.94	\$27.08	\$28.22	\$30.03	\$30.42	\$31.04	\$31.39	\$32.03	\$32.46
7/1/15									\$31.29	\$31.64	\$32.28	\$32.71
1/1/16	\$24.47	\$24.76	\$25.04	\$26.19	\$27.35	\$28.50	\$30.33	\$30.73	\$31.60	\$31.96	\$32.61	\$33.04
CRNA												
1/1/14	\$71.95											
1/1/15	\$73.39											
1/1/16	\$74.13											

Jan 1, 2014: 2% across the board retroactive to Jan 1, 2014

July 1, 2014: \$.25 increase for each step 10 years or above

Jan 1, 2015: 2% across the board

July 1, 2015: \$.25 increase for each step 10 years or above

Jan 1, 2016: 1% across the board

APPENDIX B - HEALTH INSURANCE

Medical Plans

- Mid Plan
- Community Blue PMHR Flex Plan

July 1, 2014 - June 30, 2015

Effective July 1, 2014, ACMH will offer two healthcare plans – the current Mid Plan and the new Community Blue PMHR Flex Plan.

Current Employees enrolled in an ACMH Healthcare Plan:

Current ACMH employees who are in the Standard Plan or Home Host Plan will need to choose either the Mid Plan or the PMHR Flex Plan.

Any current employees enrolled in the individual, parent/child(ren), husband/wife or family coverage plans will have a choice of the Mid Plan or PMHR flex.

Current ACMH employees who have a spouse currently on an ACMH Plan who has the opportunity to enroll in their employer's health plan may stay with the Mid Plan or choose the PMHR Flex and must pay the spousal surcharge.

New enrollees (after June 30, 2014):

Any new enrollee who wants individual or parent/child(ren) coverage will have a choice of the Mid Plan or the PMHR Flex Plan.

Any new enrollee who chooses husband/wife or family coverage, will only be permitted to enroll in the PMHR Flex Plan.

Spousal surcharge:

A spousal surcharge of \$74.76 per pay in addition to the premium cost is applicable if an employee's spouse has coverage available through their employer and chooses to participate in an ACMH Plan. This surcharge will increase the same percentage as the premium increases each year of the contract.

Medical Co-Payments (by healthcare contract year)

Nurse co-payment contributions for Mid Plan shall be equal to 15% of applicable premiums for the healthcare contract year. Nurse co-payment contributions for Community Blue PMHR Flex Plan and Mid Plan shall be equal to 7.5% of applicable premiums for the healthcare contract year. The table below reflects the contributions for the **2014-2015** healthcare contract year, to be in effect **July 1, 2014 - June 30, 2015**. Thereafter, dollar amounts of premium contributions may change to reflect 15% of the premium for each healthcare contract year.

	Employee Nurse Co-Payment Amounts for July 1, 2014 - June 30, 2015			
Medical Plan	Individual	Parent/Child	Husband/Wife	Family
Basic Plans				
Community Blue	\$19.83	\$46.91	\$52.41	\$60.04
PPO Mid Plan	\$42.64	\$100.88	\$112.70	\$129.12

APPENDIX C - RETIREMENT

Retirement Benefit Contribution Percentages under ACMH 403(b) Plan

Years of Age as of 6/23/2005	Gross Wage Contribution Percentage Effective 1/1/14
Older than 60 years of age	7%
Older than 55 years of age but 60 years of age or less	4.75 to 5.15% by age
Older than 50 years of age but 55 years of age or less	4.25 to 4.65% by age
Older than 45 years of age but 50 years of age or less	3.75 to 4.15% by age
Older than 40 years of age but 45 years of age or less	3.25 to 3.65% by age
40 years of age or less	2.5%

Hospital contributions for current nurse employees, nurses hired on or before March 1, 2005, are based on their age as of March 1 2005. Nurses hired after March 1 2005 will receive a 2.5% Hospital contribution without regard to their age.

On January 1, 2015 the hospital will increase their 403(b) contribution for nurses with 10 years or more of service to the hospital by 1.5% Service does not need to be continuous.

On January 1, 2016 the hospital will increase their 403(b) contribution for nurses with 10 years or more of service to the hospital by 1.5% Service does not need to be continuous.

The Hospital agrees that for the purpose of calculating the 10 plus years of service for the enhanced 403(b) contributions, as noted above. service means total years of service with the Hospital and not continuous service as defined in Article 13 - Seniority, Section 13.02. The Union agrees that this definition of service only applies to those nurses employed at the time of ratification, who accrued 10 plus years of service during the term of the 2014 Agreement. The Union also agrees that this only applies to the 403(b) contributions and no other benefits under the 2014 Agreement.

APPENDIX D - SUBSTANCE ABUSE

It is recognized that the Hospital is committed to providing a drug-free workplace and maintains a zero tolerance drug and alcohol policy. No employee will be at work under the influence of drugs or alcohol. No employee will possess or use alcohol or illegal drugs, narcotics or other controlled substances on the Hospital's property or during working hours (including lunch and rest periods). Nurses will be made aware of this substance abuse policy before or during orientation. Violations of this provision may result in disciplinary action, up to and including suspension or termination of employment, or counseling, education or referral to the Hospital's Employee Assistance Program, depending upon the circumstances surrounding the violation.

An employee who voluntarily advises or admits when confronted by the hospital to an alcohol, narcotic or substance abuse problem will be eligible for a leave of absence for the purpose of treatment and rehabilitation for a period not to exceed thirty (30) days. Upon approval, such employee will be eligible to utilize accrued sick leave and/or vacation during this thirty (30) day leave period and benefits will continue to be provided. The leave must be requested prior to the commission of an act subject to disciplinary action. Upon completion of the leave, the Hospital may require the nurse to provide certification that she is capable of performing her duties and free from the effects of the prior dependency. The nurse must also be free to random testing upon return to work for a period of one (1) year as a condition of the leave. In the case of such an employee, a positive test or refusal to test will be cause for termination.

Should a supervisor have reasonable suspicion to believe that a nurse has reported for work or is working while under the influence of alcohol, narcotics or any other controlled substance, the supervisor will have the right to notify the nurse and to immediately take appropriate action, including suspension and/or discharge of the nurse without pay. This action may be based upon such factors as potentially jeopardizing patient or workplace safety or non-performance of job duties due to impairment. The Hospital may then request and/or inform the employee of the right to immediately secure a test, at Hospital expense at a facility designated by the Hospital, to determine whether or not the employee is under the influence of alcohol, narcotics or any other controlled substance. Prior to submitting to such testing the nurse will have the right to request consult with an Association representative, so long as such consultation does not unduly delay the testing process. The testing will be performed at a qualified laboratory, and will be accomplished in a manner compatible with nurse dignity. Laboratories shall use split sample protocols to ensure confirmatory testing at a second, qualified laboratory, and will be accomplished in a manner compatible with nurse dignity. Laboratories shall use split sample protocols to ensure confirmatory testing at a second, qualified laboratory, at the nurse's expense. Any nurse who is taking narcotics or other controlled substances under the direction of a physician must report this fact to the Hospital before a test is conducted.

Should the nurse refuse to take the test, this could be a basis for disciplinary action up to and including discharge.

If the nurse undergoes the test and is found conclusively to not be under the influence of alcohol, narcotics or other controlled substances, the suspension will be removed and the employee's record will immediately be purged of any mention of the suspension and the employee will be

made whole for all working time lost due to the suspension, unless the discipline is imposed for other misconduct arising out of the incident that gave rise to the test.

If the employee undergoes the test and is found to be under the influence of alcohol, narcotics or other controlled substance, this will be cause for discipline, up to and including discharge. A split sample will be used to confirm positive results.

Should any government or regulatory agency require or impose stricter standards for employees in classifications covered by this agreement, those standards should be deemed incorporated herein.

The hospital recognizes that since all nurses have right to their privacy, disciplinary action against a nurse for criminal actions for off-duty possession, use or abuse of controlled substances will only be taken where this off-duty conduct directly impairs the nurse's on-the-job performance, or where said action adversely impacts the Hospital or its reputation within the community. Nothing herein will be deemed to be a limitation upon the Hospital's recognized right to require screening for substance abuse in pre-employment physical examinations.

Investigations and reports to licensing agencies will be conducted in accordance with the requirements set forth in Section 14.1 Impaired Nurses Program of "Pennsylvania Professional Nursing Law."

APPENDIX E - GRIEVANCE POLICY

ARMSTRONG NURSES ASSOCIATION/ PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS GRIEVANCE COMMITTEE OPERATIONS GUIDELINES FOR PROFESSING GRIEVANCES

- I.** Purpose: To achieve sound and fair settlement of all grievances that are of merit and to avail all eligible bargaining unit members of the rights guaranteed under contract and law.
- II.** Eligibility: All bargaining unit employees of Armstrong County Memorial Hospital certified for representation by PASNAP.
- III.** Grievance: A grievance is defined as a controversy concerning the interpretation or application of a specific provision of the Collective Bargaining Agreement (Article 14).
- IV.** Procedure:
 - A.** Grievance shall be processed in accordance with Article 14 of the ANA Collective Bargaining Agreement.
 - B.** Any bargaining unit member may contact the grievance chair through any unit representative or officer, to investigate or have a grievance filed on his/her behalf and to accompany him/her during the Step 1 procedure (Article 14.01-1).
 - C.** The grievant and/or Association represent shall present the grievance orally to the grievant immediate supervisor and attempt to informally resolve the matter. The grievance must be presented to the supervisor within five (5) calendar days of the date the grievant or the Association knew or should have known of the events giving rise to the grievance. It is a requirement of Step 1 for the grievant to be present. It is critical that no grievance be written without assistance of a unit rep or officer of the Association and must be presented by the Grievance Chair or his/her designee. It is strongly recommended that all grievant have an Association representative with them at all levels of the grievance procedure.
 - D.** If the grievance is filed and proceeds to Step 2 through 4 (Article 14.01 -2,3,4) the grievance must be reduced to writing and presented within seven (7) calendar days of Step 1, answered with the signature of the aggrieved and the Grievance Chair or his/her designee. The PASNAP will be consulted from this step forward. In the case of a group grievance, the signature of the designated Association representative will suffice.
 - E.** The ANA Executive Committee and/or the Grievance Chas has the sole discretion to select an advocate to represent the aggrieved at any stage of the grievance.
 - F.** Investigation required to properly cite violations and properly file grievances will be conducted by the ANA Grievance Chare with the assistance of the unit representatives and/or Executive Committee at the request of the bargaining unit member or at the initiation of the ANA.
 - G.** If the Grievance is not resolved at Step 2, the Association may within seven (7) calendar days of the receipt of Step 2 answer, submit the written grievance to the President of the Hospital or his/her designee.
 - H.** If the grievance is not settled in Step 3, the grievant may request in writing to the Executive Committee that the Association submit the grievance to arbitration. The Grievance Chair and/or the Executive Committee and PASNAP Staff Representative will meet and review the grievance and if determined the grievance is of merit and that

appealing it to arbitration is in the best interest of the ANA/grievant, the grievance will be submitted to arbitration within twenty (20) calendar days of the Hospital's Step 3 answer.

The grievant will be notified by letter of the Executive Committee decision.

V. Rights of Individuals:

A. Individuals have the right to exercise all statutory rights guaranteed under the Constitution of the United States, the NLRB, and all other applicable laws.

B. All employees have the right to ask for assistance from the ANA unit representatives, Grievance Chair or Executive Committee in detecting when a violation is suspected and in writing up, filing and processing grievances of merit.

APPENDIX F - CRNA SENIORITY LIST

It is agreed that seniority for CRNAs employed on the effective date of the 2011 Agreement shall be in the following order, from most senior to least senior.

1. Curt Reep
2. John Dinardo
3. Gary Cypher
4. Gary Bauer
5. Ruth Statewicz
6. Emily Warner
7. Latisha Bowers
8. Lori Campbell
9. B. Darlene Bowers
10. Christian Wager/Andrew Lattanzio

All full-time CRNAs hired hereafter will accrue seniority according to their hire date in the ACMH Anesthesia Department. CRNAs will accrue seniority by hours worked not to exceed full-time status (2080 hours per year) following date of hire within the ACMH Anesthesia Department.

APPENDIX G - MEMORANDUM OF AGREEMENT

The Prevention of Violence in the Workplace

As part of the settlement of the 2014 Negotiations, the parties have reached the following Agreement as it relates to the Prevention of Violence in the workplace.

- a. Members of the "Core Code Green Response Team" (2A, ICU, Facilities and Security) will be CPI Certified and trained in violence prevention and de-escalation methods as well as appropriate methods to control violent patients.
- b. In addition to the "Core Code Green Response Team", any Nurse may request to be CPI certified. Such requests shall not be unreasonably denied.
- c. The Hospital will provide quarterly trainings on such topics as de-escalation, self-defense, violence prevention techniques, and other relevant topics to all CPI Certified staff. These trainings will not be limited to RNs with CPI Certification. A portion of each "Core Code Green Response Team" must attend the monthly meetings to ensure that they receive CPI training each calendar quarter. Non-CPI Certified staff may request to attend these trainings. Such requests shall not be unreasonably denied.
- d. The Hospital and Union agree to meet and discuss at Labor-Management Committee meetings techniques on how to prevent violence in the workplace. At these meetings, the Hospital will share with the Union Code Green incident reports involving violence.
- e. Nothing in this Agreement shall infringe upon a Nurse's right to call the police at in response to a violent situation, or to prevent a violent situation. Calling the police should not be a substitute for calling a "Code Green". The Hospital also recognizes a Nurses right to lawfully report, where appropriate, significant incidents of violence to the police.

The parties agree that the above may be amended or modified to comply with the formal Settlement Agreement between ACMH and OSHA.

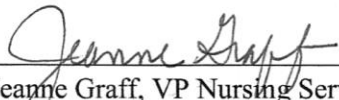
APPENDIX H - CRNA ISSUES

Agreement – Within 30 days of ratification of the 2014 Agreement the parties agree to meet to discuss CRNA issues.

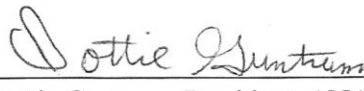
APPENDIX I - CRNA CANCELLATION

When a full time CRNA has lost hours due to an involuntary low work load adjustment, and have not completed an equivalent of 80 hours in regular/overtime pay within that pay period, or his/her assigned FTE, he/she will be given the opportunity to rescue those hours in the following manner. The casual CRNA's scheduled time will be adjusted to allow a full or part time CRNA to obtain their hours. This will be done according to CRNA seniority. In the unforeseen event that the schedule changes dictates the need for that same full or part time CRNA to work additionally after those hours were rescued, they may still receive overtime pay by working as needed.

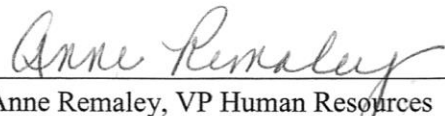
Agreed to this _____ 24th _____ day of _____ April _____, 2014.



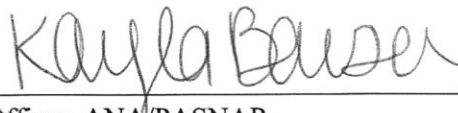
Jeanne Graff, VP Nursing Services



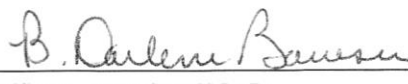
Dottie Guntrum, President, ANA/PASNAP




Anne Remaley, VP Human Resources



Officer, ANA/PASNAP



Officer, ANA/PASNAP



Officer, ANA/PASNAP