

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**ST. MARY MEDICAL CENTER**

**AND**

**SAINT MARY UNITED NURSES UNION /PENNSYLVANIA ASSOCIATION OF  
STAFF NURSES AND ALLIED PROFESSIONALS**

**Effective**

**December 20, 2020 – February 2, 2026**

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## AGREEMENT

### *PREAMBLE*

This Agreement made and entered into as of this 20<sup>th</sup> day of December, 2020 between **ST. MARY MEDICAL CENTER** (hereinafter called “SMMC”) and **SAINT MARY UNITED NURSES UNION /PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS** (hereinafter called “UNION”).

**WHEREAS**, the parties hereto recognize that complete and uninterrupted patient care is of vital importance to the health, welfare and safety of the community, and desiring to establish conditions of employment under which members of the bargaining unit shall work for SMMC during the term of this Agreement; and

**WHEREAS**, the parties hereto are in further accord that effective labor management cooperation requires a clear statement of the respective rights and obligations of labor and management; and

**WHEREAS**, the parties hereto, in cooperation with one another, desire to reach agreement on terms and conditions of employment, and avert interruptions and interferences with services to patients;

**NOW THEREFORE**, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

### **ARTICLE 1 RECOGNITION**

*NOTE: The position of “charge nurse” or “permanent charge nurse” no longer exists at the hospital. “Charge nurse” duties may be assigned to staff nurses or clinical leads.*

**Section 1.** SMMC recognizes the UNION as the sole and exclusive bargaining representative of all full-time, regular part-time, per diem, and pool Registered Nurses including all staff nurses, nurse educators, quality assurance nurses, RNFA’s, O.R. specialty coordinators, surgical services specialty coordinators, reimbursement integrity specialists, midwives, pool midwives and lead midwives.

**Section 2.** Excluded from the bargaining unit are all temporary nurses/employees, Registered Nurses in the Employee Health Department, nurse practitioners, clinical informatics specialists, clinical leads, physicians, other professional employees, technical employees, service and maintenance employees, skilled maintenance employees, business office clerical employees, guards and supervisors, as defined by the Act.

**Section 3.** The term “SMMC” as used in this Agreement shall refer to the St. Mary Medical Center. Whenever the term “Employee” is used in this Agreement it shall refer to the employees in the bargaining unit covered by this Agreement.

**Section 4.** SMMC agrees that, for the duration of this Agreement, it will not seek to reclassify any current bargaining unit positions as a non-bargaining unit position through the NLRB or any other legal or arbitral process.

## **ARTICLE 2 UNION SECURITY/AGENCY SHOP/DUES/PAC**

**Section 1.** All employees covered by this Agreement shall, within thirty (30) days of the effective date of this Agreement, or if newly hired, then within thirty (30) days of their date of hire, as a condition of employment, either become members of the union and pay the regular dues as determined by the Union, or shall pay the regular agency fee as determined by the Union. An employee who fails to pay either dues or agency fee as required by this Agreement shall, within twenty (20) calendar days following receipt by the Employer of a written demand from the Union, be discharged if during such period the required dues or fees have not been paid.

**Section 2.** Upon receipt of a written authorization form from an employee, SMMC agrees to deduct from the wages due said employee each pay period the periodic dues/agency fees as determined by the Union. SMMC shall remit to the Union at its principal office, on or before the 15th day of each month, the dues and fees collected for the prior month along with an electronic roster of the employees paying dues/fees that month. The roster shall include each employee's first name, last name, hours worked, gross pay, and dues/fees remitted and shall be in Microsoft Excel or similar format.

**Section 3.** Upon receipt of a voluntary written authorization PASNAP PAC/COPE/Political Action Fund form from an employee, SMMC agrees to deduct from the wages due said employee the sum specified in said authorization and remit such sum to the Union monthly along with a roster as in Section 2 above of the employees having such voluntary PAC/COPE funds deducted.

**Section 4.** SMMC shall not be obligated to make deductions of any kind from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the deductions.

**Section 5.** SMMC agrees to provide the Union an updated seniority list by name, date of hire, department/unit, rate of pay, phone, email, and address upon execution of this Agreement and on a quarterly basis thereafter.

**Section 6.** The Union shall indemnify and save SMMC harmless from any claims, suits, judgments, expenses, attachments and any other form of liability as a result of making a deduction in accordance with the provisions of this Article.

## **ARTICLE 3 UNION ACTIVITY**

**Section 1.** Nurse Representatives of the Union shall be permitted to obtain or furnish information, police the terms of this Agreement, process grievances and perform related duties

concerning the application or interpretation of this Agreement, provided such activities do not interfere with the performance of their duties. Employees shall not be compensated during off-time for time spent engaging in union activities of any kind, type, or description, including, but not limited to, investigating, processing, discussing or handling grievances at any Step, or attending arbitration proceedings. Provided however, that if SMMC schedules a meeting during an employee's regular scheduled work hours, the employee and his/her Union Nurse Representative and/or a local Union Officer suffer no loss in earnings as a result of discussions required to be held during such regular scheduled work hours.

**Section 2.** Union Representatives, after requesting and receiving approval from SMMC's HR director or designee, shall have reasonable access to SMMC for the purpose of administering this Agreement. Such visits will not interfere with the operation of SMMC.

**Section 3.** SMMC shall provide and maintain three (3) bulletin boards, one (1) outside the cafeteria exit, one (1) outside the staffing office, and one (1) at the 2nd floor near the entrance to the garage, which shall be used for the exclusive purpose of posting Union notices and materials after such notices have been cleared by SMMC's Director of Human Resources or designee. Permission to post materials shall not be unreasonably denied.

**Section 4.** Elected or appointed Union Officers or Union Nurse Representatives may request planned release time for official Union business prior to the schedule being posted. Requests for planned release time pursuant to this section will be submitted like a PTO request, indicating Official Union Business. Such leave days shall not exceed five (5) days per year and shall not be unreasonably denied. The nurse may take the day without pay or use her/his PTO time. Nurses taking days off without pay may be required to work their budgeted hours during the pay period if necessary for staffing purposes.

**Section 5.** The work schedules of employees elected as Local Officers and/or Union Nurse Representatives shall be adjusted to permit regular attendance at regular Union Board meetings and Union annual meetings provided that SMMC's operation shall not be impaired. Seven (7) calendar days advance notice in writing to the employee's Department manager or his/her designee shall be given for any Nurse Representative Assembly Meeting not held on the regular schedule and will be accommodated if possible.

**Section 6. New Hire Orientation.** The Union shall be granted an uninterrupted thirty (30) minute lunch to address new hires during the new hire orientation period, and shall provide the nurses a lunch to eat during the presentation.

## **ARTICLE 4 CLASSIFICATION OF EMPLOYEES**

**Section 1. Regular Full Time (70-80 hours):** Regular full-time employees are those who work a minimum of seventy (70) hours per pay-period on a regularly-scheduled basis and fill an authorized full-time budgeted position. Employees in this category are eligible for SMMC benefits.

**Section 2. Regular Part Time (32-69 hours) — Benefits Eligible:** Regular part-time employees are those who work a minimum of thirty-two (32) hours, but less than seventy (70) hours per bi-weekly pay period on a regularly-scheduled basis and fill an authorized part-time budgeted position. Employees in this category are eligible for SMMC benefits on a prorated basis.

**Section 3. Part Time (<32 hours) — Non-Benefit Eligible:** Part-time (<32 hours) employees are those who work a regular schedule of less than thirty-two (32) hours per bi-weekly pay period. Employees in this category are not eligible for SMMC Benefits but may participate in the Limited Benefits Insurance Plan program.

**Section 4. Pool:** Pool employees are those who work only as required with no guaranteed minimum time, generally less than forty (40) hours per bi-weekly pay period. Employees in this category are not eligible for SMMC Benefits but may choose to participate in the Limited Benefits Insurance Plan program.

**Section 5. Temporary:** Temporary employees are those who are hired on a temporary full-time or part-time basis for a specific purpose, function, or period of employment not to exceed six (6) months. Employees in this category are not eligible for SMMC benefits. In no case, however, shall a Temporary employee be employed for more than six (6) months without being offered a regular position. Temporary employees include and may be referred to as agency or contract employees.

**Section 6. Leave of Absence:** Employees on a personal, medical, or family leave of absence are considered to be in inactive status. Employees in this status may continue their most recent insurance coverage by paying the appropriate contributions.

**Section 7. Terminated:** Terminated employees are considered employees through the end of the workday on the effective date of their termination. After this date, they are no longer considered employees of SMMC.

**Section 8. Benefits:** Employees are eligible for benefits as per above, except as otherwise specified in this Agreement.

## **ARTICLE 5 PROBATIONARY PERIOD**

**Section 1.** All new employees hired will be considered probationary employees for a period of one-hundred eighty (180) days from the date of hire.

**Section 2.** During the probationary period, SMMC may discharge any such employee at will and such discharge shall not be subject to the grievance or arbitration provisions of this Agreement.

**ARTICLE 6  
NON-DISCRIMINATION**

It is the policy of SMMC to provide equal employment opportunities in all aspects of employer/employee relations according to federal, state, and local laws, ordinances, and executive orders. Accordingly, SMMC and PASNAP both agree that we will not, together or independently, discriminate against employees, applicants, or members based on the following legally protected characteristics: race, color, religion, sex (including sexual orientation and gender identity), pregnancy (including childbirth, lactation and related medical conditions), national origin, ancestry, age, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, union activity (whether in support or not) or union membership (whether a union member or not), or any other status protected by applicable local, state or federal law.

**ARTICLE 7  
GRIEVANCE AND ARBITRATION**

**A. DEFINITION AND PROCEDURE**

**Section 1. Procedure:** Should any dispute arise as to the interpretation, or alleged violation of the Agreement, the employee or employees affected or the Union shall process the grievance in accordance with the following procedure.

**Section 2. Computing Time Limitations:** Saturdays, Sundays and named holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

**Section 3.** Since it is important that a grievance be processed as rapidly as possible in order to further labor/management relations, all time limits must be adhered to. If the employee fails to file a grievance within the time period or fails to appeal the grievance to the next step, the grievance shall be resolved and not subject to further appeal. If management does not respond at Informal Step, Step One, or Step Two by meeting or written response within the time period the grievance shall be automatically advanced to the next step in the grievance process. If management does not respond at Step Three within the time period the grievance shall be resolved in the grievant's favor.

**Section 4.** Written responses to Steps One (1), Two (2) and Three (3) shall be made to the employee, and the representative(s) of the Union participating in the grievance meeting.

**Section 5.** A grievance that affects a substantial number or class of employees, shall initially be presented in writing within ten (10) days of the event at Step Three (3).

**Section 6.** Any time limit within this Article may be extended by mutual written agreement of the parties executed before the contractual time limit. Such extension shall not be unreasonably denied.



## **B. STEPS**

**Informal Step.** The employee or employees shall informally approach their supervisor/manager, or responsible party, to identify the particular contract provision that the employee believes to have been violated to see if the matter can be resolved informally. If no common understanding is reached, the matter may proceed to Step One (1).

**Step One (1).** The employee or employees affected shall reduce the grievance to writing, specifically identify the contract provision alleged to have been violated and factual details that can aid in the investigation and resolution, and hand-deliver it to his/her immediate supervisor or manager within fifteen (15) days of its occurrence, either directly or through a representative of the Union in an attempt to effect a satisfactory resolution. The supervisor/manager shall have ten (10) days after the grievance was first presented to answer the grievance. The Union may within five (5) days after the supervisor/manager's answer appeal to Step Two.

**Step Two (2).** The employee and Nurse Representative and/or Union Representative shall present the written grievance to his/her Department Manager/Director or his/her authorized representative. The Department Manager/Director or his/her designee shall have five (5) days to meet with the employee and Nurse Representative and/or Union Representative in an attempt to reach a satisfactory resolution and shall provide a written response within five (5) days to the employee or Nurse Representative. If no satisfactory settlement is reached, the Union may appeal to Step Three.

**Step Three (3).** The grievant, Nurse Representative and/or Union Representative will submit the written appeal to SMMC HR Director or his/her authorized representative within ten (10) days after response from Step Two (2) was received or was due from the Department Manager. The HR Director or designee(s) shall schedule a recurring monthly "Third Step Grievance Meeting" with the Union where unresolved grievances shall be heard on a schedule. SMMC HR Director or designee shall provide a written decision within ten (10) days of the meeting. Monthly meetings may be rescheduled or canceled at the convenience of either party or if there are no grievances to hear. A separate third step meeting may be scheduled at the request of either party.

**Section 7.** Time spent preparing grievances, participating in steps of the grievance process, or in arbitration is not compensable by the employer, unless completed during the ordinary course of a regularly scheduled shift with the permission of the nurse's manager. Such permission shall not be unreasonably denied.

**Section 8. Effect of Settlement:** The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between SMMC and the Union shall be final and binding upon the employee, employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by SMMC and the Union shall be final and binding upon all employees and upon any person affected thereby, unless otherwise agreed by the parties hereto.

**Section 9. Suspension/Discharge:** An employee who has been issued a disciplinary suspension or discharged, or Nurse Representative or Union Representative, shall file his/her appeal at Step Three (3) with the SMMC HR Director or his/her authorized representative within ten (10) working days from the receipt of notice by the Union of the disciplinary suspension or discharge. The grievance shall then be processed in accordance with Step Three (3) of the grievance procedure.

### **C. ARBITRATION**

**Section 1.** A grievance or disciplinary appeal other than one involving a performance evaluation, which has not been resolved may within thirty (30) working days after completion of Step Three (3) of the Grievance Procedure, be appealed to arbitration by the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association. Within ninety (90) days of ratification of the Agreement, the parties shall agree to establish an arbitration panel.

**Section 2.** The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by both parties.

**Section 3.** The Arbitrator's decision shall be rendered within thirty (30) working days after the hearing, unless extended by mutual agreement. The award of an arbitrator hereunder shall be final, conclusive and binding upon SMMC, the UNION and the employee(s).

**Section 4.** The Arbitrator shall have jurisdiction only over disputes arising out of grievances, defined as disputes regarding the interpretation, or alleged violation of this Agreement only, and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

**Section 5.** Unless mutually agreed by the parties in writing, no more than one (1) grievance shall be submitted to an Arbitrator in any case. An Arbitrator hereunder shall have no jurisdiction or power to hear or decide more than one (1) grievance at one (1) time.

## **ARTICLE 8 CORRECTIVE ACTION AND DISCHARGE**

**Section 1.** SMMC shall have the right to issue corrective action or discharge any employee for just cause only. SMCC will notify the Union in writing of any discharge or disciplinary suspension within twenty-four (24) hours immediately following the discharge or disciplinary suspension.

**Section 2.** When an investigatory interview that could result in corrective action or discharge is scheduled, a nurse shall have the right to have a Nurse Representative present at the meeting. If requested, the nurse shall be given a maximum of four (4) hours to contact a Nurse Representative. The interview will occur prior to the end of the nurse's shift. If the nurse

declines representation from available Nurse Representatives, the interview will proceed without representation. The Union will provide a list of Nurse Representatives to the Hospital. The Union will provide an updated list to the Hospital when additional Nurse Representatives are added.

**Section 3.** If a nurse is to receive any disciplinary action, it shall be done in private with mutual dignity and respect.

## **ARTICLE 9 PERSONNEL FILES AND EVALUATIONS**

**Section 1.** All minor infractions including oral or written warnings and excluding performance evaluations shall be cleared from the employee's record after one (1) year, provided that the one (1) year is free of infractions.

**Section 2.** Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of an employee shall be performed by his/her immediate supervisor or designee and electronically acknowledged or signed by the employee. Such electronic acknowledgement or signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation. The employee shall have the right to add written comments within the electronic evaluation tool in response to any material he/she finds objectionable and his/her answer shall be produced as part of his/her personnel file. Any employee who is aggrieved by the content of the evaluation shall have the right to pursue his/her disagreement through the grievance procedure, but shall not have the right to proceed to arbitration.

**Section 3.** Any employee or a representative of the Union with the employee's written consent, shall have the right to review the contents of the employee's personnel file. Personnel file requests may be made to Human Resources and said file(s) shall be made available to the Union within three (3) business days of such request. If a grievance has been filed by the employee, the employee and/or Union Nurse Representative shall be entitled to copy material relevant to the grievance. Patient confidentiality shall be protected by the Union and SMMC.

**Section 4.** No material derogatory to an employee's conduct, work performance, character shall be placed in his/her personnel file unless the employee has had an opportunity to review the materials. The employee shall acknowledge that he/she has had such an opportunity by affixing his/her signature to the material to be filed. However, such signature by the employee shall not indicate his/her concurrence in the contents of such material.

## **ARTICLE 10 SENIORITY**

**Section 1.** Definition.

(a) Trinity Health System length of service (hereinafter “THS length of service”) is defined as the most recent date of hire at Trinity Health in any job title, except as provided in the Trinity Health Rehire Policy. THS length of service shall determine entitlement to vacation, sick and Paid Time Off (hereinafter called “PTO”) leave and all fringe benefits, including the retirement plans, subject to all the requirements of such plans.

(b) St. Mary Medical Center bargaining unit seniority (hereinafter “seniority”) is defined as the continuous length of time measured from an employee’s date of hire into a bargaining unit position as defined in Article 1. Seniority may be considered, in part, as specified elsewhere within this agreement for vacation and holiday selection, job bidding, transfer, layoff/displacement and recall.

**Section 2.** When two (2) or more employees are hired on the same day, seniority shall be based upon the “alpha” sequence of their surnames as of their date of hire.

**Section 3.** Loss of Seniority/THS Service Date shall occur when:

- (1) An employee voluntarily terminates employment;
- (2) An employee is discharged for just cause;
- (3) An employee is laid off for a period of twelve (12) months (twenty-four (24) months if employee has ten (10) or more years of continuous service);
- (4) An employee fails to return to work within seven (7) days following the end of a Leave of Absence (LOA) without a reasonable justification acceptable to SMMC;
- (5) Engaging in gainful employment that contradicts the stated purpose of the leave during any leave of absence;
- (6) An employee declines an offer of recall from layoff to a comparable position;
- (7) An employee is absent for seventy-two (72) consecutive hours without notifying SMMC unless the employee presents a reasonable justification showing that such notice was not possible;
- (8) An employee fails to accept an offer of reinstatement within three (3) days and report for work following recall from layoff or a decision of an arbitrator reinstating an employee who was discharged within fourteen (14) days after being notified by telephone, email, and mail at the last address in SMMC’s records.

**Section 4.** An employee who leaves the bargaining unit to accept any Trinity Health (including SMMC) position and maintains continuous service within THS but returns to a bargaining unit position within one (1) year shall have his/her bargaining unit seniority restored upon completing a “bridge” period equal in time to the period she/he was out of the bargaining unit.

## **ARTICLE 11 POSTINGS AND JOB BIDDING**

**Section 1.** SMMC shall post all openings for bargaining unit positions. Postings, which are electronic, shall include job title, hours, unit and FTE status. Employees shall be able to receive job alerts via e-mail by joining the Talent Network through the Trinity Health careers webpage.

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

**Section 3.** Nurses in the bargaining unit shall have priority in applying for posted bargaining unit positions. Where qualifications are relatively equal, SMMC seniority will be the determining factor.

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

**Section 5.** SMMC will supply the Union with a list of open bargaining unit positions including shift and hours on a monthly basis.

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

**Section 7.** A nurse may reduce his/her scheduled hours with written agreement of the Nurse Manager, which shall not be unreasonably withheld. The decision of the Nurse Manager shall not be subject to the grievance procedure. All hours reduced shall not become effective until after the hours are posted for bidding and filled in the nurse's unit. (For example, a nurse requests, and the manager agrees, to reduce his/her hours from 36 hours to 24 hours per week. The reduction in hours will become effective when the 12 hours he/she is dropping are posted and appropriately filled.)

**Section 8.** An employee who has successfully bid on a posted vacancy may not bid on another vacancy during the six (6) months following the date of transfer, except by mutual agreement between the Nurse Manager and the employee. New employees shall have the right to bid for vacant bargaining unit positions after completion of six (6) months of continuous service.

**Section 9.** A nurse on a Leave of Absence who bids on a position may be granted the position provided he/she is prepared to return to work after completion of the leave, or within thirty (30) days of the expiration of the job posting, whichever is later.

**Section 10.** Employees who are on a Cares Plan for performance are not eligible to bid on vacant positions.

## **ARTICLE 12 LAYOFF AND RECALL**

**Section 1.** In the event of a layoff, SMMC will notify the affected employees and Union at least sixty (60) days in advance. SMMC agrees to meet with the Union and the affected employees to bargain effects.

**Section 2.** In the event of a layoff, the order of layoff shall be volunteers first, then probationary and temporary employees in any affected department shall be laid off next and then any remaining employees shall be laid off on the basis of seniority.

**Section 3.** The laid off employee may accept the layoff or bump the least senior employee with comparable level shift and status (full-time/part-time) employee in their department. If no comparable level position exists in the department or if the laid off employee is the least senior employee in the department, he/she may bump the least senior employee in the bargaining unit whose position they are qualified for and capable of performing with a 1-week orientation.

**Section 4.** Employees eligible for Medical Plan Benefits that are laid off shall be able to maintain their Medical Plan Benefits in accordance with the ongoing premium sharing cost based on the following schedule:

- (a) less than one (1) year continuous service, sixty (60) days of Medical Plan coverage;
- (b) more than one (1) year but less than five (5) years, one hundred and eighty (180) days of Medical Plan coverage;
- (c) more than five (5) years, employee shall receive three hundred and sixty-five (365) days of Medical Coverage.

**Section 5.** An employee who is laid off shall have recall rights to a position for which he/she is qualified to work for one (1) year. Employees laid off (including any employees who bumped or were bumped) shall be recalled in inverse order of layoff. An employee who declines the offer of a recall to a comparable position shall forfeit further recall rights. An employee who accepts recall to a position with a reduced number of hours shall retain rights to the first comparable position from which he/she was laid off for one (1) year. Probationary and temporary employees do not have recall rights.

**Section 6.** Employees who are permanently laid off and agree to waive any recall rights shall receive one (1) week of severance pay for each year of employment, not to exceed twelve (12) weeks, provided the employee agrees to waive his/her recall rights in Section 5. The minimum severance pay shall be for four (4) weeks. Part-time employees (.6 or more) shall be entitled to pro-rata severance pay based on the above formula.

## **ARTICLE 13 HOURS, OVERTIME AND SCHEDULES**

**Section 1.** The pay period begins on Sunday and ends on Saturday. Pay periods span fourteen (14) days and employees are paid every two (2) weeks.

**Section 2.** There are regular shifts of four (4), eight (8), ten (10), and twelve (12) hours. There can be other shift durations, as determined by SMMC upon advance notice to the Union. If, to address patient care needs, SMMC changes a nurse's shift duration, SMMC shall notify the nurse of such change at least eight (8) weeks prior to the change.

**Section 3. Meals and breaks.** All employees shall receive a thirty (30) minute duty-free meal period during each shift. If job duties interrupt or prevent a nurse from taking their scheduled meal break, he/she must notify their immediate supervisor and non-exempt employees shall be paid at the appropriate rate of pay for the full meal break, unless the scheduled meal break can be rescheduled. In addition, all employees working at least eight (8) consecutive hours shall receive one fifteen (15) minute paid break. Employees working a twelve (12) hour shift shall receive an additional fifteen (15) minute break.

**Section 4. Overtime.** Non-exempt employees shall be paid time and one-half their regular rate of pay for all hours worked in excess forty (40) hours in a week. Overtime must be authorized by the immediate supervisor or designee.

**Section 5. Schedules.** Schedules shall be posted at least two (2) weeks in advance of the start of the schedule. Once posted, the schedule will not be changed except by mutual agreement between SMMC and the nurse. Other than as specifically set forth in this Agreement, each unit shall establish equitable guidelines to ensure fairness and transparency in the schedules. An equitable process for signing up for extra shifts and overtime, subject to SMMC approval. Any unit or department may utilize self-scheduling upon majority vote of the bargaining unit nurses in that area and select a Scheduling Committee. The Scheduling Committee shall submit a balanced schedule to the manager for approval at least two (2) weeks prior to the posting deadline. If at least one (1) week prior to the posting deadline, the schedule is not balanced, the manager may make any changes necessary to balance it. If a schedule is not submitted to the manager for approval at least two (2) weeks prior to the posting deadline, the manager may make the schedule.

### **Section 6. Weekends.**

(a) Full-Time and Part-Time employees employed as of the date of ratification who are not part of the established Weekend Program are required to work every third weekend. Full-Time and Part-Time employees hired after ratification are required to work every other weekend.

(b) All employees who are part of the established Weekend Program must comply with all current requirements of that program. Weekend Program nurses shall be allowed up to seventy-two (72) hours of unscheduled time off in a rolling twelve (12) month period.

Absences in excess of the 72 hours of unscheduled time off in a rolling twelve (12) month period will result in termination.

(c) Any employee that calls out of work for a scheduled weekend shift using Unscheduled Time Off must make up all such shifts within four (4) weeks. SMMC can adjust any such employees' schedules so that making up the missed weekend shift(s) does not result in the employee working overtime.

(d) Pool nurses shall be required to work weekend shift requirements per the Tier requirements.

**Section 7.** Unless permissible under Act 102 (Prohibition of Excessive Overtime in Health Care Facilities), no nurse will be required to work beyond the end of their regularly scheduled shift.

## **ARTICLE 14 TEMPORARY REASSIGNMENT/TEMPORARY CANCELLATION**

**Section 1.** In the event that patient care needs require a nurse to be temporarily reassigned to a unit to which the nurse is not regularly scheduled, SMMC shall first seek volunteers for reassignment. If there are no volunteers, then agency, then Float Team, and then pool nurses shall be reassigned. If there is still a need, there shall be an equitable process to determine the order of reassignment on each unit. Each unit shall adopt their process by majority vote of the nurses on that unit and keep a copy of the process in the staffing binder on the unit. Nurses will only be reassigned to a unit within their clinical grouping as defined below, except as otherwise noted in this article:

### **Section 2. Clinical Groupings/Unit Identification**

#### **Critical Care**

ICU, Neuro ICU  
CCU, CVCU

#### **Intermediate Care**

MG1  
PCU

#### **Med/Surg-Telemetry**

MSM  
MS1A  
MS1C  
MS1D  
MG2  
MG3  
MG4

#### **Infusion Room**



**Procedural Areas**

OR Suites  
PACU  
ASU  
ENDO

**Cardiac Cath Lab**

**Emergency Room**

**Interventional Radiology**

**Maternity Area**

Labor & Delivery  
Mother Baby  
NICU

**Radiology**

**Section 3.** A temporarily reassigned nurse will not be required to be in the charge nurse role.

**Section 4.** Except in the case of Operational Response and or emergent care needs based on specialized qualifications, no nurse (except for Float Team nurses and volunteers) will be reassigned more than once in the course of a shift. A newly hired nurse will not be reassigned while still on their probationary period and a new grad will not be reassigned during the first nine (9) months of her/his employment.

**Section 5.** SMMC will make all reasonable efforts to notify a nurse of a reassignment within the first hour of their shift.

**Section 6.** A nurse will not be involuntarily reassigned to any unit or assignment for which they have not already been provided an environmental and operational orientation, as well as previously demonstrated, required competencies and proficiency. A nurse may be reassigned for the purpose of obtaining and demonstrating competencies and proficiencies.

**Section 7.** Intermediate Care nurses can be reassigned to Critical Care if there are non-critical care holds which the Intermediate Care nurse is qualified to care for. Med/Surg-Tele nurses shall not be reassigned to Critical care or Intermediate Care units.

**Section 8.** Critical Care and Intermediate Care nurses reassigned to Med/Surg-Tele units will be assigned no more than four (4) patients.

**Section 9.** Nurses pulled to ER for holds will be assigned patients consistent with their clinical grouping.

**Section 10.** If a nurse is scheduled for an additional shift, the nurse will be informed of potential reassignment at least two (2) hours prior to the start of the shift. At that time, the nurse may choose to cancel their additional shift without penalty or accept potential reassignment.

**Section 11.** In the event a nursing unit is temporarily closed, nurses may be temporarily assigned each day, or be reassigned to another unit based on seniority if there is a vacancy.

**Section 12.** Temporary Cancellation/Low Census. In the event of low census on a unit and SMMC has already reassigned nurses according to the provisions of this Article, and SMMC wishes to further temporarily reduce the staff on that unit for all or part of a shift, the cancellation order shall be as follows:

- (a) Agency nurses
- (b) Overtime/Extra shifts/Premium pay shifts
- (c) Volunteers
- (d) Pool (Tier III, Tier II, Tier I)

(e) Finally, if a need remains, regular Part-Time and Full-Time nurses will be assigned functional duties, in inverse order of seniority, as outlined in Appendix C, not limited to their own Clinical Grouping.

If a nurse is canceled for part of a shift, s/he shall not be subject to further cancelation of all or part of the same shift, unless he/she volunteers to remain available or volunteers for further cancellation.

Colleagues who report to work and then are subsequently canceled will receive a minimum of one (1) hour of pay inclusive of any time worked. Cancellation calls placed to nurses in advance of the start of the shift shall be logged in the staffing office. A nurse's failure to answer the call, or retrieve a voice message does not invalidate the cancellation.

## **ARTICLE 15 STAFFING**

**Section 1.** SMMC and the Union agree that it is the goal of both parties to provide high quality nursing care to all patients. SMMC and the Union also recognize that nurses should participate in decisions affecting the delivery of care.

**Section 2.** SMMC will maintain a multi-skilled Float Team which will have a Critical Care/ER component and a Med-Surg component. Positions will be allocated to ensure availability of budgeted float RNs on AM and PM shifts to support staffing needs.

**Section 3.** SMMC shall provide a Certified Vascular Access Nurse, 1.0 FTE, as scheduled by the Hospital.

**Section 4.** SMMC agrees to use its best efforts to hire RN FTE's in all units and for all shifts to meet the current staffing guidelines. On a quarterly basis, the Hospital shall provide the following to the Union: projected quarterly ADC by unit; actual quarterly ADC by unit; number of budgeted FTE's required to meet the staffing guidelines for each unit; actual FTE's for each unit.

**Section 5. A.** Staffing shall take into account projected admissions over the course of the shift, as well as acuity.

B. The Hospital shall use its best efforts to schedule staff in order to meet the staffing guideline, and shall use its best efforts to not cancel staff below the guidelines.

C. The Hospital shall use its best efforts to staff one-to-ones with staff in addition to those in the guidelines.

**Section 6.** At least thirty (30) days prior to the start of each fiscal year, SMMC will provide the Union with the staffing guidelines for the new fiscal year. Upon written request from the Union, SMMC will meet with the Union to discuss (not negotiate) the guidelines. SMMC will post staffing guidelines near the schedule in each unit.

**Section 7.** SMMC retains all rights to make changes to the staffing guidelines. Prior to making any changes, the Hospital will give the Union at least thirty (30) days' notice of such changes and will meet with the Union to discuss (not negotiate) the changes to the staffing guidelines. Situations that may warrant changes to the staffing guidelines include, but are not limited to, technological, clinical, or business decisions.

If there are significant technological changes, clinical advances or changes, or significant business changes, either party may notify the other in writing of the desire to meet and discuss changes to the guidelines. If such notice is given, the parties agree to meet within fourteen (14) calendar days to discuss (not negotiate) potential changes to the guidelines.

**Section 8.**

A. The parties recognize adherence to the staffing guidelines on a shift or portion of a shift can be affected by the unavailability of RNs and unforeseen emergent circumstances (no call, no shows; a nurse goes home sick, an increase in census equal to a full assignment based on the guidelines for each individual unit). In the event that such unforeseen emergent circumstances, as defined above, render the hospital unable to meet its staffing guidelines on a unit for a shift or a portion of the shift, the Clinical Lead or Charge Nurse of the work area shall notify the Nurse Manager, Nurse Supervisor, or designee of the situation. SMMC shall first utilize Article 14 (Temporary Reassignment), if possible, to address the situation. If the situation remains unresolved, SMMC shall exhaust all reasonable steps to meet the guidelines. Specifically, if SMMC determines that additional staff is needed, it will use its best efforts to obtain additional staff and explore available options, including, but not limited to:

- (1) Assigning a member of the Float Team;

- (2) Calling per diem staff to work;
- (3) Offering voluntary hours to regularly scheduled employees who have signed up to work per the Voluntary Availability List procedure described below;
- (4) Posting needs for extra shifts or overtime;
- (5) Offering incentives, at the Hospital's discretion;
- (6) Attempting to use third party agency staff.

B. **Voluntary Availability List** — SMMC shall maintain on each nursing unit a voluntary availability list for each schedule period. The availability list shall be separate from the “needs” list currently being utilized at SMMC. Nurses who want to be contacted to work extra time shall sign the list in advance of the day(s) they are making themselves available for work. If there are emergent circumstances on a shift or portion of a shift, SMMC may contact the nurses on the voluntary availability list (using the current phone number on file in the Staffing Office (which the nurses must keep updated)) as part of its efforts to obtain additional staff as set forth above. Simultaneously, SMMC may contact per diem nurses to obtain additional staff, and SMMC will utilize whichever nurse(s) respond, on a first-come, first-served basis, to fill the need.

**Section 9.** The Nursing Leadership Team shall round on the units and communicate with the Clinical Lead/Charge Nurse throughout each shift to assess acuity and staffing needs.

## **ARTICLE 16**

### **WAGES/SALARIES, DIFFERENTIALS, AND WEEKEND PROGRAM**

**Section 1. Wages/Salaries.** Effective in the first full pay period following ratification, the pay scales set forth in Appendix A shall apply to all employees in the bargaining unit during the term of the Agreement, except as specifically set forth in this Article. Effective in the first full pay period following ratification, all staff nurses will receive a minimum of the equivalent of a 3% pay increase in the form of: (1.) a pay scale adjustment; (2.) a lump sum payment; (3.) or a combination of the two depending on where they fall on the pay scale. Staff nurses will move to the step on the pay scale that corresponds to their licensure date (or for Midwives and RNFAs their certification date), if their current base rate is less than the step on the pay scale. If moving to the appropriate step on the pay scale results in less than a 3% base wage increase, the nurse will receive a lump sum payment to make up the difference between the step increase and 3%. If the current base rate of the staff nurse is more than or equal to the step of the pay scale that corresponds to their licensure date (or for Midwives and RNFAs of their certification date), the staff nurse will receive a 3% lump sum payment minus applicable payroll deductions.

(a) For years 2 through 5 of the contract the methodology set forth above will apply.

**Section 2. Shift Differentials.** A shift differential will be paid for all hours worked for evening and night shift on an hour-for-hour basis. A minimum of four (4) hours must be worked during the designated evening or night shift to receive the shift differential.

(a) Evening Shift Differential. Nurses working during the hours of 3:00 p.m. to 11:30 p.m. shall receive an evening shift differential of \$3.00/hour for all such hours worked (subject to the 4-hour minimum).

(b) Night Shift Differential. Nurses working during the hours of 11:00 p.m. to 7:30 a.m. shall receive a night shift differential of \$3.50/hour for all such hours worked (subject to the 4-hour minimum).

(c) Weekend Shift Differential. Nurses who are not part of an established Weekend Program and who work between the days/hours of Friday 3:00 p.m. through Monday 7:30 a.m. shall receive a weekend shift differential of \$1.50/hour for all such hours worked.

(d) The shift differentials set forth above in this Section 2 shall be paid in addition to regular pay, while receiving holiday worked premium, or any other premiums the colleague may be eligible for if all requirements and conditions are met.

(e) The shift differentials set forth above in this Section 2 will not be paid for all non-worked time including but not limited to PTO, jury duty and bereavement leave.

### **Section 3. Weekend Program.**

(a) Weekend Program nurses will be paid the base rates as set forth in the Weekend Program pay scale in Appendix A.

(b) The “Weekend Differential” set forth above in Section 2 shall not apply to nurses who are part of the Weekend Program.

(c) Weekend Program shifts begin at 7:00 a.m. on Friday and end on Tuesday at 7:30 a.m.

(d) For Weekend Program nurses, every scheduled weekend must include Saturday and Sunday.

(e) Nurses who are part of the Weekend Program and who work additional hours during the week, and when attending mandatory and competency programs, will receive the rate based on the Staff Nurse pay scale in Appendix A.

(f) Nurses in the Surgical Services Weekend Program are required to work one (1) shift during the week and will receive their Weekend Program rate for that one (1) shift. Any additional shift(s) will be paid at the rate based on the Staff Nurse pay scale in Appendix A.

#### **Section 4. Tier/Pool Program Differentials.**

(a) Tier/Pool nurses will be paid the rates as outlined in the RN Tier/Pool wage scale as set forth in Appendix A.

(b) Tier/Pool nurses working 7:00 p.m. to 7:30 a.m. during the week, will receive a shift differential of \$4.00/hour.

(c) Tier/Pool nurses working on the weekend (as defined in subsection (d) below) will receive a weekend shift differential of \$3.00/hour. Nurses working on the weekend between the hours of 7:00 p.m. to 7:30 a.m. will receive the \$4.00/hour differential in addition to the weekend differential.

(d) Weekend shifts are defined as beginning at 3:00 p.m. on Fridays and continue through 7:30 a.m. on Monday.

(e) Weekend differentials will not be paid for all non-worked time including but not limited to PTO, jury duty and bereavement leave.

(f) Every scheduled weekend must include Saturday and Sunday.

**Section 5. Charge Differential.** A nurse assigned to charge duty shall be paid a \$1.50 per hour charge differential for every hour worked in a charge capacity. Charge RNs duties will be assigned by the Nurse Manager (or designee) to nurses who have expressed an interest in the charge role and demonstrate consistent competence in the skills required for the role. Each shift opportunity for Charge will be assigned on a case-by-case basis.

**Section 6. Preceptor Differential.** A nurse with a minimum of six (6) months of employment and two (2) or more years of experience who is assigned to act as preceptor shall be paid a preceptor differential of \$2.00 per hour for all such time worked in the role of preceptor. Employees who are interested in being a preceptor must complete a training course and refresher training as required by the Hospital.

**Section 7. Exempt Nurses.** A nurse in a position that is classified as Exempt in the chart set forth below in Subsection (b) is not eligible for any differentials, overtime or any other hourly pay practices.

(a) Nurses who are classified as exempt workers will be paid on a salary basis. Exempt nurses will receive a predetermined amount of compensation on a weekly basis, paid bi-weekly. The base salary is determined by the respective hourly rate as defined Appendix A and multiplied by the designated weekly budgeted hours as determined by the exempt nurse's FTE (Full Time Equivalent). Exempt nurses are expected to work the minimum of their designated FTE. A 1.0 FTE is equivalent to a minimum of forty (40) worked hours per week.

(b) Exempt nurses shall not be paid regular pay for any day within which they perform no work. However, nurses shall be paid a full day of regular pay for any day within which they perform work. Exempt nurses shall use PTO for scheduled time off.

Exempt Jobs	
SMLPA_CARE MANAGER_3550	SMLPA_QUALITY ANALYST_4513
SMLPA_CLIN EDUC SPECLIST_6980	SMLPA_RMBRSMNT INTGRTY NURSE_3555
SMLPA_CLIN NURSE EDUCATOR_3240	SMLPA_SEPSIS COORD_1963
SMLPA_INFECTION PREVENTION PRACTITIO_1280	SMLPA_STRUCTURAL HEART COORDINATOR_2520
SMLPA_NURSE NAVIGATOR (E)_4191	SMLPA_SURGICAL_SERVICES SPEC COORD_4586
SMLPA_OPEN HEARTNASCULAR COORD_6111	SMLPA_TRAUMA PROG REGISTRAR_6390
SMLPA_OR SPECIALTY COORD_4585	SMLPA_LEAD MIDWIFE_1400
SMLPA_ORTHOPEDIC NAVIGATOR_1961	SMLPA_MIDWIFE_1300
SMLPA_PERIOPERATIVE EDUCATOR_5720	SMLPA_RN ON CALL_5501

## ARTICLE 17 BENEFITS

**Section 1.** Nurses will be considered eligible for full-time benefits at .875+ FTE and eligible for part-time benefits at .4 - .874 FTE.

**Section 2.** Eligible bargaining unit employees, as defined in Section 1, shall be offered the same health and welfare benefits that are offered to non-bargaining unit employees of the Hospital under the same terms, conditions and cost sharing offered to non-bargaining unit employees of the Hospital. This shall include: life insurance, medical/prescription drug, dental, vision, flexible spending accounts, employee assistance program, and disability. In no event shall the Hospital reimburse anyone for any service not permitted by the ethical directives of the U.S. Catholic Conference.

During the term of the agreement, except as provided below regarding well-being incentives employee contributions for coverage under the Hospital's group medical/prescription drug plan will not exceed the base contribution levels/percentages outlined below.

Plan Option	Full Time		Part Time	
	Employee only	All other tiers	Employee only	All other tiers
<b>Traditional Plans</b>	18%	22%	35%	40%
Health Savings Plan	14%	18%	31%	36%
Essential Plan	10%	14%	26%	31%

Additional contribution requirements may be applicable to bargaining unit employees with a base annual salary at or above the Social Security Wage Base. Contributions for coverage under

the Hospital's group medical / prescription drug plan may be tiered based on employee and/or spouse/eligible adult (where applicable) participation in well-being programs. Bargaining unit employees may retain the base contribution through completion of well-being activities by the employees and their spouses/eligible adults. Employees and their spouses/eligible adults who do not complete well-being activities will not continue to be eligible for the well-being incentive resulting in an increase in the employees' contributions for the Hospital provided group medical/prescription drug plan coverage.

**Section 3. Health Care Reform.** It is recognized that the Hospital is permitted to make changes to its health and welfare benefits programs in order to comply with legal requirements or to exercise the options under the Patient Protection and Affordable Care Act (P.L. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152), and as subsequently amended from time to time thereafter ("Affordable Care Act") passed on March 23, 2010. The Hospital will provide the Union with advanced written notice of such changes.

(a) ACA Employer Mandate. For purposes of complying with the employer shared responsibility provisions of the ACA, as set forth under Section 4980H of the Internal Revenue Code and the guidance issued thereunder, as amended from time to time (the "Employer Mandate"), bargaining unit employees who do not satisfy the eligibility criteria outlined in this Agreement to participate in a group health plan offered by the Hospital that is subject to the Employer Mandate, but who must be offered coverage under such a group health plan in order to avoid a penalty under the Employer Mandate, may be offered the opportunity to participate in such a group health plan. Bargaining unit employees in this classification will be required to pay the full cost of coverage under the group health plan.

**Section 4.** The Hospital or the entity or person authorized to amend the Hospital's health and welfare plans may change plans, plan designs, carriers, vendors, and any other aspect of the plans as set forth in this Article. The Hospital and the Union recognize that establishing common plan designs, vendors and other administrative and operating benefit plan rules across a larger base of employees than the bargaining unit alone is beneficial to both the Hospital and the nurses. In the event of a substantial change, the Hospital will notify the Union no later than sixty (60) days prior to the effective date of the substantial change. The Hospital will provide the Union with the reason(s) for any substantial change and meet and discuss (not negotiate) with the Union, upon its request.

## **ARTICLE 18 RETIREMENT BENEFIT**

Eligible nurses shall participate in the Trinity Health 403(b) Retirement Savings Plan ("403(b) Plan") in accordance with the terms of the 403(b) Plan documents. This shall include for the duration of the contract an employer core contribution for a plan year of the greater of 3% of "Compensation," as defined by the 403(b) Plan, for the plan year or a \$1,200 minimum (prorated if the eligible nurse is credited with less than 1,800 hours of service during the plan year) and an employer matching contribution for a plan year as outlined in the table below.



Years of Service	Employer Matching Benefit	Maximum Matching Contribution (as a percent of Compensation, as defined by the 403(b) Plan)
0 – less than 10 years	25% of first 6% of employee contribution	1.5%
10 – less than 20 years	50% of first 6% of employee contribution	3.0%
20+ years	75% of first 6% of employee contribution	4.5%

Per the terms of the 403(b) Plan, all contributions set forth in this Agreement require a minimum number of hours worked or scheduled in the calendar year. The match is based upon years of benefit service.

The Hospital and the Union recognize that establishing common plan designs, vendors and other administrative and operating benefit plan rules across a larger base of employees than the Hospital bargaining unit alone is beneficial to both the Hospital and the nurses. In the event of a material change that is not otherwise required by any applicable law the Hospital will make every effort to notify the Union no later than 60 days prior to the effective date of the material change. The Hospital will provide the Union with the reason(s) for any material change and meet and discuss (not negotiate) with the Union, upon its request.

## **ARTICLE 19 TUITION, IN-SERVICE, CONFERENCES**

**Section 1. Tuition Reimbursement.** Benefit eligible nurses, as defined in Article 4, Classification of Employees, are eligible for tuition reimbursement in accordance with the hospital’s Tuition Reimbursement Program policy as follows:

- Graduate Program: Full Time \$5,250 per year / Part Time \$2,625 per year
- Undergraduate Program: Full Time \$4,500 per year / Part Time \$2,250 per year

**Section 2. In-Service.** SMMC will continue to provide in-service education for nurses on a continuing and regular basis. Whenever possible, in-service education will be provided on all shifts. In the event a nurse is required to attend an in-service, all such hours are considered to be working hours and the nurse will be paid the applicable rate. SMMC will continue to offer online access to CEU education courses at no cost to nurses. SMMC will continue to offer at no cost to nurses any mandatory education or training required by SMMC.

**Section 3. Conferences.** Regular Full-Time benefit eligible nurses, as defined in Article 4, Classification of Employees, required or approved to attend conferences related to their specialty shall receive up to twenty-four (24) hours of paid time per calendar year to attend. Regular Part-Time benefit eligible nurses, as defined in Article 4, Classification of Employees, required or approved to attend conferences related to their specialty shall receive up to sixteen (16) hours of paid time per calendar year. Approved conference fees and reasonable expenses shall be reimbursed in accordance with the hospital’s Travel and Other Business Expense Reimbursement Policy and Procedure. Eligible nurses requesting to attend conferences related

to the nursing field must make such requests at least six (6) weeks in advance of the conference date. SMMC will respond to such requests within three (3) weeks from the request. Requested days shall not be unreasonably denied.

**ARTICLE 20  
PAID TIME OFF (PTO)**

**Section 1. Eligibility.**

**Program A Nurses** — Program A nurses include benefit eligible nurses, as defined in Article 4, Classification of Employees, who are not classified as an advanced practice clinician (APC).

**Program B Nurses** (Midwives) — Program B nurses include eligible nurses, as defined in Article 4, Classification of Employees, who are classified as a Midwife.

**Section 2. Paid Time Off Program and Use.**

**Program A nurses** may accrue and use PTO in accordance with the hospital policy on Paid Time Off — Program A upon becoming eligible. PTO is accrued on all hours paid up to the maximums as outlined below.

<b>Months of Service (Service Tier)</b>	<b>Maximum PTO Days Accrued Per Year (to 8 hour days)</b>	<b>Maximum PTO Accrued Hours Per Pay Period (up to 80 hours taken into account)</b>	<b>PTO Maximum Accrued Hours Per Year (up to 2,080 hours taken into account)</b>	<b>PTO Bank Maximum Hours</b>
<b>Less 12 months</b> (less than 1 year of employment)	<b>Up to 18</b>	<b>5.538</b>	<b>144</b>	<b>216</b>
<b>12 months up to 59 months</b> (1 – 4 years of employment)	<b>21</b>	<b>6.462</b>	<b>168</b>	<b>252</b>
<b>60 months up to 119 months</b> (5 – 9 years of employment)	<b>24</b>	<b>7.385</b>	<b>192</b>	<b>288</b>
<b>120 months up to 179 months</b> (10 – 14 years of employment)	<b>27</b>	<b>8.308</b>	<b>216</b>	<b>324</b>
<b>180 months or more</b> (15 or more years of employment)	<b>30</b>	<b>9.231</b>	<b>240</b>	<b>360</b>

**Program B nurses** may receive and use drop-in PTO in accordance with the hospital policy on Paid Time Off — Program B.

**Section 3. PTO Cash Out.**

**Program A nurses** are eligible to elect a PTO cash out in accordance with the hospital policy on Paid Time Off — Program A.

**Program B nurses** are not eligible to elect a PTO cash out, in accordance with the hospital policy of Paid Time Off — Program B.

**Section 4. PTO Donation.**

**Program A nurses** are eligible to elect to donate PTO in accordance with the hospital policy on Paid Time Off — Program A.

**Program B nurses** are not eligible to elect to donate PTO, in accordance with the hospital policy on Paid Time Off — Program B.

**ARTICLE 21  
HOLIDAYS**

**Section 1.** Benefit eligible nurses (0.4 FTE or greater) are eligible for a holiday benefit for the following six (6) core holidays plus one (1) float holiday, in accordance with the hospital's Holiday Benefit policy.

Core Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

**Section 2. Holiday Premium.**

(a) For purposes of the holiday pay premium only, the holiday will be observed beginning at 11:00p.m. on the holiday eve and ending at 11:30 p.m. on the day of the holiday.

(b) Non-exempt employees who work the observed holiday will be paid their regular base rate of pay, plus a holiday worked pay premium equal to 50% of their base rate (for a total of time and one half) for hours worked in the defined holiday period.

(c) Exempt colleagues who work the observed holiday will be paid the Premium Incentive (PIE) half day or full-day rate for their job for time worked in the defined holiday period.

(d) In accordance with hospital's Holiday Benefit policy, exempt colleagues who work the holiday will be expected to work with his/her leader to make every attempt to adjust his/her schedule to take another day off during the same pay period in which the holiday occurs or the following two (2) pay periods. An exempt colleague will not be paid for more than his or her FTE hours in any pay period.

(e) The float holiday, as defined in the hospital's Holiday Benefit policy, is not considered an observed holiday for purposes of the holiday pay premium.

**Section 3. Holiday Scheduling.** Following the completion of orientation, full-time, part-time and pool bargaining unit nurses will be required to work alternating core holidays as defined above. The holiday rotation schedule will be posted by the end of January each year. Bargaining unit nurses will be assigned rotating holidays by the scheduling committee and / or manager in the absence of the committee. Subject to SMMC approval, the bargaining unit nurse may switch holidays with another bargaining unit nurse providing it does not result in overtime

(other than holiday premium). Pool nurses are obligated to meet their requirements per assigned tiers. Pool nurses may not work on behalf of the full-time and/or part-time nurse unless approved by SMMC.

## **ARTICLE 22 PAID LEAVES**

### **Section 1. Bereavement.**

In accordance with the hospital policy for Bereavement Leave, benefit eligible nurses, as defined in Article 4, Classification of Employees, are eligible for bereavement leave as follows:

- Up to four (4) shifts (maximum of thirty-six (36) hours) following the death of a colleague's spouse, child, parent, brother, sister, stepparent, stepchild, or legal guardian.
- Up to two (2) shifts (maximum of twenty-four (24) hours) following the death of a colleague's current mother-in-law or current father-in-law, grandparent, or grandchild.
- Up to one (1) shift (maximum of twelve (12) hours) following the death of a colleague's current brother-in-law, current sister-in-law, current son-in-law, and current daughter-in-law.

Nurses are expected to provide notice of the need for time off as soon as possible. Nurses on approved Bereavement leave will not be subject to any penalty under the Time and Attendance Policy.

A request for extension of bereavement leave, or bereavement leave for an aunt, uncle, niece or nephew, using PTO or unpaid time, will not be unreasonably denied.

Bereavement leave for Pool nurses is addressed in Article 23, Unpaid Leaves.

**Section 2. Jury Duty.** In accordance with the hospital policy for Jury Duty, nurses will receive their regular pay for each shift of missed work due to jury duty. The receipt of notice of jury duty shall be immediately reported to the nurse's supervisor. Nurses may retain any payment received by the court for jury duty.

**Section 3. Witness Duty.** In accordance with the hospital policy for Witness Duty, nurses will receive pay for each shift of missed work to serve as a witness on behalf of the hospital. The receipt of notice of witness duty shall be immediately reported to the nurse's supervisor.

**ARTICLE 23**  
**UNPAID LEAVES OF ABSENCE**

**Section 1. Leave of Absence — Family Medical Leave Act (FMLA) for Non-Military Leave.** FMLA for Non-Military Leave provides nurses leave of absence as afforded by the Family and Medical Leave Act. Nurses will be covered under the Hospital policy for Family Medical Leave for Non-Military Leave, as provided and incorporated herein.

In addition, eligible employees engaged in the interactive process provided for under the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA), may be offered extended leave of absence as an accommodation for the employees' own illness or injury.

**Section 2. Leave of Absence — Family and Medical Leave Act (FMLA) for Qualified Military Exigency and Care for Covered Servicemember Leave.** FMLA for Qualified Military Exigency and Care for Covered Servicemember provides nurses leave of absence as afforded by the Family and Medical Leave Act. Nurses will be covered under the Hospital policy for Family Medical Leave for Qualified Military Exigency and Care for Covered Servicemember Leave, as provided and incorporated herein.

**Section 3. Elective Leave of Absence (Non-FMLA).** Elective Leave of Absence is intended to balance the demands of providing excellent service in the workplace with personal life needs by offering eligible employees the opportunity to take an Elective Leave of Absence (Non-FMLA) Nurses will be covered under the Hospital policy for Elective Leave of Absence (Non-FMLA), as provided and incorporated herein. Elective leaves include: Personal, Education, and Public Service leaves. For the purposes of this article, the Union shall be considered a qualifying social agency under the Public Service Elective Leave policy.

**Section 4. Military Leave.** The hospital will comply with the provisions of the USERRA and any and all other state or federal laws as they relate to military leaves as defined in those statutes. Employees may use earned PTO for such leave.

**Section 5. Military Leave for Training.** Any registered nurse who is a member of a military reserve organization of the Armed Services of the United States and is required to report for training shall be eligible for compensated military leave. This Medical Center will compensate a nurse on military leave by making up the difference between the amount she/he would have received as pay for her/his regularly scheduled work week up to forty (40) hours and that pay which she/he received from the Government. (A statement indicating wages received for military duty signed by the employee's commanding officer or finance officer shall be presented to the Department of Human Resources.) However, the Medical Center shall not be obligated to compensate an employee beyond a fifteen (15) day training period.

A nurse who has been inducted, enlisted, or recalled to active service for an extended period of time shall be reinstated as of original date of hire upon return if she/he complies with federal law pertaining to veterans.

**Section 6. Pool Nurse Unpaid Leave.** Upon request, Pool nurses will be provided unpaid time off as follows:

- Up to four (4) calendar days following the death of a colleague's spouse, child, parent, brother, sister, stepparent, stepchild, or legal guardian.
- Up to two (2) calendar days following the death of a colleague's current mother-in-law or current father-in-law, grandparent, or grandchild.
- Up to one (1) calendar day following a colleague's current brother-in-law, current sister-in-law, current son-in-law, and current daughter-in-law.
- Nurses are expected to provide notice of the need for time off as soon as possible. Nurses on approved Bereavement leave will not be subject to any penalty under the Time and Attendance Policy.

**Section 7.** Leaves of absence shall not be unreasonably denied.

## **ARTICLE 24 HEALTH, SAFETY, EQUIPMENT AND SUPPLIES**

**Section 1. Health and Safety.** The hospital will continue to provide a safe and secure place of work for its employees, patients, and visitors. The hospital will continue to provide equipment and supplies in order to provide quality patient care.

### **Section 2. Joint Health and Safety Committee.**

(a) There shall be a Joint Health and Safety Committee composed of three (3) representatives from the Union, and three (3) representatives from the Hospital. Additional employees may be invited to attend when a specific agenda item affects their unit or specialty. The Joint Health and Safety Committee shall be a collaborative forum to discuss, identify, and mitigate risks, hazards, incidents, overall health and safety issues and the provision, maintenance and repair of equipment and supplies. The Committee will participate in the development of health and safety programs for the staff.

(b) The committee shall meet monthly or otherwise as may be mutually agreed. One (1) week prior to the scheduled meeting, the parties shall exchange their agenda items via email. Committee members will be afforded time, with no loss of pay, during their workday to attend such meetings.

## **ARTICLE 25 PROFESSIONAL CERTIFICATIONS**

SMMC and the Union agree that the goal of both parties is to provide high quality patient care. SMMC will compensate nurses (full time, part time, and Tier III pool) who successfully achieve a specialty certification related to their direct patient care job in accordance with the hospital's Professional Certification Policy as follows: one thousand two hundred fifty dollars

(\$1,250) per calendar year for full-time nurses, seven hundred fifty dollars (\$750) per calendar year for part-time nurses and two hundred fifty dollars (\$250) per calendar year for Tier III pool nurses. The applicable amount will be paid upon successful completion of all certification requirements and annually for the duration of the certification in accordance with the hospital's Policy. All amounts paid pursuant to the Article are subject to regular and customary withholding.

## **ARTICLE 26**

### **COMMITTEES — STAFFING, NQPC, UNIT, LABOR/MANAGEMENT**

**Section 1.** Nurses will continue to participate in hospital committees consistent with past practice except as modified by this section. Nurses shall be paid their regular rate of pay for all time spent in committee meetings. The committees shall meet at mutually agreed upon times and duration.

**Section 2. Joint Staffing and Scheduling Committee.** A Hospital-Union committee will be formed entitled, "Joint Staffing and Scheduling Committee." SMMC representatives shall include: CNO or designee and appropriate nursing leadership. The Union representatives shall include: one (1) staff RN elected by his/her peers from each nursing unit, and one (1) SMUNU Executive Board Member. Elections for the Union representatives shall be held in September and will be managed by an Executive Board member and a Manager from each unit. Elections for Joint Staffing Committee (and NQPC) shall be for two (2) year terms. The elections for the Union representatives (and for the Union Representatives on the NQPC) shall take place so that the Joint Staffing Committee elections shall be held in even years, and the NQPC in odd years. Initial elections shall take place within sixty (60) days upon ratification. Times and places for the Joint Staffing Committee meeting shall be mutually agreed upon. The Union shall use its best efforts to assure that only fifty percent (50%) of the Union representatives on the joint staffing committee also serve on the Nurses Quality and Practice Committee at the same time.

(1) The Joint Staffing Committee shall promote a commitment to excellence in nursing practice by addressing issues and making recommendations to the Hospital concerning staffing, technology, training, equipment, supplies and all aspects of hospital policy affecting nurse practice. The Committee shall also identify performance improvement and quality issues to ensure delivery of excellent nursing care and review staffing forms.

(2) The CNO shall respond in writing within thirty (30) days, except for good cause, upon receiving the recommendations from the Joint Staffing Committee.

**Section 3. Nurse Quality and Practice Committee.** There shall be a Joint Nurse Quality and Practice Committee which shall promote a commitment to excellence in nursing practice by addressing issues and making recommendations regarding practice/process and clinical policies and procedures.

**Section 4. Unit-Based Councils.** Each unit shall have a unit-based council composed of staff RNs from each shift on the unit (elected by nurses on the unit covered by the terms of this Collective Bargaining Agreement) and the union nurse representative for that unit along with the

nurse manager and other SMMC representatives as may be appropriate. Each unit-based council shall meet at least ten (10) months a year. The purpose of each council is to address unit specific issues.

**Section 5. Hospital-wide Labor-Management Committee.** There shall be a hospital-wide Labor-Management Committee which will meet at least ten (10) months a year. The Labor-Management Committee shall be the forum where general issues not covered by other standing committees shall be addressed.

## **ARTICLE 27 MISCELLANEOUS PROVISIONS**

The following benefits will apply to all employees as set forth below.

- (a) Free parking will remain in effect for the term of the contract.
- (b) The current cafeteria discount will remain in effect for the same time period and on the same terms as it remains in effect for all SMMC colleagues.
- (c) The current recreational discounts will remain in effect for the same time period and on the same terms as they remain in effect for all SMMC colleagues. Other recreational discounts, if any, will be available to all employees on the same terms as apply to all SMMC colleagues.

## **ARTICLE 28 SEPARABILITY**

**Section 1.** It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provisions of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

**Section 2.** In the event that any Article or Section of this Agreement is held invalid or enforcement of or compliance has been restrained, SMMC and the Union shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement provision.

## **ARTICLE 29 SUCCESSORSHIP**

**Section 1.** SMMC will provide the Union with a minimum of sixty (60) days' notice of any sale, merger or closure of the Hospital. Upon giving such notice, the Hospital will meet to negotiate the effects on members of the bargaining unit of its plans regarding the sale, merger, or closure. Any such negotiations shall not delay any sale, merger, or closure. SMMC shall require



as a condition of any sale or merger of the Hospital that the prospective acquirer, or merging entity, agrees in writing to recognize the Union.

**Section 2.** In addition, SMMC will make every effort to require that this Agreement shall be binding on any and all successors and assigns of SMMC whether by sale, transfer, merger, acquisition, consolidation or otherwise. SMMC will make every effort to make it a condition of transfer that its successor shall be bound by the terms of this agreement.

### **ARTICLE 30 NO STRIKE/NO LOCKOUT**

**Section 1.** No employee shall engage in any strike, sit-down, sit-in, slow down, cessation or stoppage or interruption of Work, boycott or other interferences with the operation of SMMC. No employees shall engage in picketing of any kind, including but not limited to “informational picketing.”

**Section 2.** The UNION, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, condone, participate in or sanction any strike, sit-down, sit-in, slow-down or picketing of any kind, including but not limited to “informational picketing,” cessation or stoppage or interruption of work, boycott, or other interference with the operations of SMMC, or ratify, condone or lend support to any such conduct or action.

**Section 3.** In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the SMMC occur, the UNION shall immediately upon a request by SMMC:

- (a) Publicly disavow such action by the employees.
- (b) Advise SMMC in writing that such action by employees has not been called or sanctioned by the UNION.
- (c) Notify employees that such action is in violation of this Agreement and instruct such employees to cease such action and return to work immediately.
- (d) Post notices at UNION bulletin boards advising that such action is in violation of this Agreement, and instructing employees to return to work immediately.

**Section 4.** SMMC agrees that it will not lockout employees during the term of this Agreement.

**Section 5.** Any employee engaging in activity prohibited by this Article shall be subject to immediate discipline including discharge.

**Section 6.** In the event of an alleged or asserted breach of this Article, either SMMC or the UNION may resort to courts with competent jurisdiction.

## **ARTICLE 31 MANAGEMENT RIGHTS**

**Section 1.** The management of SMMC and the direction of the working force are vested exclusively with SMMC. Except where expressly abridged by a specific provision of this Agreement, SMMC retains the sole right to hire, discipline, suspend or discharge for just cause, layoff, promote, transfer and assign its employees; to determine or change the work week and the starting and quitting time and number of hours worked; to promulgate reasonable working rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge or reduce a department, function or division; to assign, reassign or transfer employees to other departments as operations may require; to introduce new or improved facilities; to carry out the ordinary and customary functions of management whether or not possessed by SMMC prior to the execution of this Agreement.

**Section 2.** SMMC may introduce a change in the method or methods of operation which will produce a change in job duties and reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of a program and of work force reductions in any program to be hereafter under-taken by SMMC.

**Section 3.** The UNION and SMMC agree to work cooperatively to attain and maintain maximum quality patient care and full efficiency.

**Section 4.** The provisions of subparagraphs 1 and 2, above, constitute a clear, unmistakable and unequivocal waiver by the UNION of SMMC's duty to bargain during the term of this Agreement concerning all the subjects set forth therein.

## **ARTICLE 32 ON CALL**

**Section 1.** The departments which may utilize on-call include: ASU/PACU, Heart and Vascular Center (Heart and Vascular Center/Interventional Radiology), Endoscopy, OR, Radiology, Care Management and Reimbursement Integrity. Nurses who are on-call shall be paid four dollars (\$4.00) per hour except that nurses on the Open Heart team and Endoscopy shall be paid ten dollars (\$10.00) per hour while on-call; and Heart and Vascular Center/Interventional Radiology shall be paid five dollars (\$5.00) per hour while on-call. If a unit taking call experiences a significant increase in the need for call, the union or management may request a meeting to discuss the possibility of instituting a high-frequency call rate on a temporary basis.

**Section 2.** A non-exempt nurse shall be paid at time and one-half their regular rate for a minimum of three (3) hours when called back to work. An exempt nurse may be eligible for callback for time worked above and beyond their normal schedule in two (2) hour blocks of time. Nurses will not receive on-call pay for time worked in addition to call-back pay. Nurses on-call must be work-ready and available to report to work within thirty (30) minutes or less when called. Nurses who are not available to report, or who are not work-ready upon reporting, shall be subject to the Absenteeism and Tardiness policy and any other applicable rules, expectations

or policies. Thirty (30) minutes or less beyond the end of a scheduled shift will be considered a continuum of the shift and will not be eligible for on-call or callback premiums. Callbacks less than thirty (30) minutes apart equate to a continuum of shift, and callback minimum amounts would not apply. The three (3) hour minimum for non-exempt nurses applies only when a bona fide break of thirty (30) minutes has occurred between paid call back periods; pyramiding of call back premiums is not permitted. Nurses in the procedural areas who have been called in and who have worked at least two (2) hours past 11:00 pm in the eight (8) hour period preceding the start of their scheduled shift may exercise one of the following options:

(a) Options:

- (1) Start work at their scheduled start time and work their entire shift; or
- (2) Start work at their scheduled start time and leave after working a minimum of one-half (1/2) of their scheduled shift; or
- (3) Come in up to four (4) hours after their scheduled start time and work the remainder of their shift.
- (4) A nurse who has fewer than eight (8) hours off prior to the start of her/his next scheduled shift shall be given the opportunity to have an excused, full eight (8) hours off before reporting to work for their next scheduled shift. Employees can use PTO, if available, to cover unscheduled time not worked, or take the time as unpaid.

(b) Employees selecting options (2) or (3) in subsection (a) above, can use PTO, if available, to cover scheduled time not worked, or take the time as unpaid. If a nurse chooses to take the time as unpaid, no attendance penalty will be incurred.

(c) The nurse must inform their immediate supervisor on duty of his/her option as outline above at the conclusion of their on-call assignment.

**Section 3.** Call Rooms. The Hospital will provide and maintain two (2) call rooms for nurses in perioperative areas.

### **ARTICLE 33 JUST CULTURE**

The parties agree to endorse the Just Culture/Safe Choices model. There shall be a joint labor/management Just Culture/Safe Choices training within one hundred twenty (120) days of ratification of this agreement and periodically thereafter as may be mutually agreed. All such trainings will be conducted by Trinity Health Outcome Engenuity certified trainers.

Management and the Union agree to support Just Culture/Safe Choices training for all nurses and will support adherence to its principles.

**ARTICLE 34**  
**TERM OF AGREEMENT**

Except as otherwise provided herein, this Agreement shall become effective when ratified and shall remain in effect until 11:59 p.m. on February 2, 2026 and shall continue in full force and effect from year to year thereafter unless and until either party shall give to the other party notice by certified mail, return receipt requested, at least ninety (90) days prior to the expiration date of February 2, 2026, or to the expiration date in any year thereafter, of an intention to terminate, cancel or modify the Agreement.

[Signature Page Follows]

**ST. MARY MEDICAL CENTER**

**SMUNU/PASNAP**

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**APPENDIX A  
WAGE SCALE**

The following wage scale shall apply to all staff nurses, except as further provided below:

<b>Years of RN Licensure</b>	<b>First Full Pay Period Following Ratification</b>	<b>First Full Pay Period Following 1/15/22</b>	<b>First Full Pay Period Following 2/1/2023</b>	<b>First Full Pay Period Following 2/1/2024</b>	<b>First Full Pay Period Following 2/1/2025</b>
Start	\$32.10	\$33.06	\$34.05	\$35.42	\$36.48
1 yr.	\$33.38	\$34.39	\$35.42	\$36.83	\$37.94
2 yr.	\$34.72	\$35.76	\$36.83	\$38.31	\$39.46
3 yr.	\$36.11	\$37.19	\$38.31	\$39.84	\$41.03
4 yr.	\$37.55	\$38.68	\$39.84	\$41.43	\$42.68
5-6 yr.	\$39.43	\$40.61	\$41.83	\$43.50	\$44.81
7-9 yr.	\$41.40	\$42.64	\$43.92	\$45.68	\$47.05
10-14 yr.	\$43.47	\$44.78	\$46.12	\$47.96	\$49.40
15-17 yr.	\$45.65	\$47.01	\$48.43	\$50.36	\$51.87
18-19 yr.	\$46.56	\$47.95	\$49.39	\$51.37	\$52.91
20-22 yr.	\$47.49	\$48.91	\$50.38	\$52.40	\$53.97
23-24 yr.	\$48.44	\$49.89	\$51.39	\$53.44	\$55.05
25-29 yr.	\$49.29	\$50.77	\$52.29	\$54.38	\$56.01
30+ yr.	\$50.00	\$51.50	\$53.05	\$55.17	\$56.82

<b>Jobs Eligible for Staff Nurse RN Rate +\$1.00</b>	
SMLPA_CARE MANAGER_3550	SMLPA_NURSE NAVIGATOR (NE)_4192
SMLPA_CLIN EDUC SPECLIST_6980	SMLPA_ORTHOPEDIC NAVIGATOR_1961
SMLPA_CLIN NURSE EDUCATOR_3240	SMLPA_PATIENT NAVIGATOR_3548
SMLPA_NURSE NAVIGATOR (E)_4191	SMLPA_PERIOPERATIVE EDUCATOR_5720

<b>Jobs Eligible for Staff Nurse RN Rate +\$4.00</b>	
SMLPA_OPEN HEART/VASCULAR COORD_6111	SMLPA_STRUCTURAL HEART COORDINATOR_2570
SMLPA_OR SPECIALTY COORD_4585	SMLPA_SURGICAL SERVICES SPEC COORD_4586
SMLPA_SEPSIS COORD_1963	

MIDWIFE

<b>Years of Midwife Certification</b>	<b>First Full Pay Period Following Ratification</b>	<b>First Full Pay Period Following 1/15/22</b>	<b>First Full Pay Period Following 2/1/2023</b>	<b>First Full Pay Period Following 2/1/2024</b>	<b>First Full Pay Period Following 2/1/2025</b>
Start	\$46.03	\$47.41	\$48.83	\$50.78	\$52.31
1 yr.	\$47.87	\$49.31	\$50.78	\$52.82	\$54.40
2 yr.	\$49.78	\$51.28	\$52.82	\$54.93	\$56.58
3 yr.	\$51.78	\$53.33	\$54.93	\$57.13	\$58.84
4 yr.	\$53.85	\$55.46	\$57.13	\$59.41	\$61.19
5-9 yr.	\$56.00	\$57.68	\$59.41	\$61.79	\$63.64
10-14 yr.	\$58.80	\$60.56	\$62.38	\$64.88	\$66.82
15-19 yr.	\$61.74	\$63.59	\$65.50	\$68.12	\$70.16
20-24 yr.	\$64.83	\$66.77	\$68.77	\$71.53	\$73.67
25+ yr.	\$68.07	\$70.11	\$72.21	\$75.10	\$77.36

Lead Midwife: Step Rate +\$6.00

RFNA

<b>Years of Perioperative Certification</b>	<b>First Full Pay Period Following Ratification</b>	<b>First Full Pay Period Following 1/15/22</b>	<b>First Full Pay Period Following 2/1/2023</b>	<b>First Full Pay Period Following 2/1/2024</b>	<b>First Full Pay Period Following 2/1/2025</b>
Start	\$43.10	\$44.39	\$45.72	\$47.55	\$48.98
1 yr.	\$44.38	\$45.72	\$47.09	\$48.97	\$50.44
2 yr.	\$45.72	\$47.09	\$48.50	\$50.44	\$51.96
3 yr.	\$47.11	\$48.52	\$49.98	\$51.98	\$53.54
4 yr.	\$48.55	\$50.01	\$51.51	\$53.57	\$55.18
5-6 yr.	\$50.43	\$51.94	\$53.50	\$55.64	\$57.31
7-9 yr.	\$52.40	\$53.97	\$55.59	\$57.82	\$59.55
10-14 yr.	\$54.47	\$56.11	\$57.79	\$60.10	\$61.90
15-17 yr.	\$56.65	\$58.34	\$60.09	\$62.50	\$64.37
18-19 yr.	\$57.56	\$59.28	\$61.06	\$63.51	\$65.41
20-22 yr.	\$58.49	\$60.24	\$62.05	\$64.53	\$66.47
23-24 yr.	\$59.44	\$61.22	\$63.06	\$65.58	\$67.55
25+ yr.	\$60.00	\$61.80	\$63.65	\$66.20	\$68.19

RN TIER/POOL

	<b>First Full Pay Period Following Ratification</b>	<b>First Full Pay Period Following 1/15/22</b>	<b>First Full Pay Period Following 2/1/2023</b>	<b>First Full Pay Period Following 2/1/2024</b>	<b>First Full Pay Period Following 2/1/2025</b>
Tier I	\$40.00	\$41.45	\$43.00	\$45.05	\$46.70
Tier II	\$44.00	\$45.45	\$47.00	\$49.05	\$50.70
Tier III	\$49.00	\$50.45	\$52.00	\$54.05	\$55.70

**RN FLOAT TEAM**

	<b>First Full Pay Period Following Ratification</b>	<b>First Full Pay Period Following 1/15/22</b>	<b>First Full Pay Period Following 2/1/2023</b>	<b>First Full Pay Period Following 2/1/2024</b>	<b>First Full Pay Period Following 2/1/2025</b>
Level 2	\$47.50	\$48.95	\$50.50	\$52.55	\$54.20
Level 3	\$49.00	\$50.45	\$52.00	\$54.05	\$55.70

**RN WEEKEND PROGRAM**

	<b>First Full Pay Period Following Ratification</b>	<b>First Full Pay Period Following 1/15/22</b>	<b>First Full Pay Period Following 2/1/2023</b>	<b>First Full Pay Period Following 2/1/2024</b>	<b>First Full Pay Period Following 2/1/2025</b>
Weekend (7am – 7pm)	\$46.00	\$47.50	\$49.05	\$51.15	\$52.80
Weekend (7pm – 7am)	\$50.00	\$51.50	\$53.05	\$55.15	\$56.80

*ED Weekend (11 am – 11 pm): Weekend (7pm – 7am) rate*

**OTHER STAFF RN FLAT/SINGLE RATED POSITIONS**

	<b>First Full Pay Period Following Ratification</b>	<b>First Full Pay Period Following 1/15/22</b>	<b>First Full Pay Period Following 2/1/2023</b>	<b>First Full Pay Period Following 2/1/2024</b>	<b>First Full Pay Period Following 2/1/2025</b>
CARE MANAGER, POOL	\$44.05	\$45.35	\$46.75	\$48.60	\$50.05
REIMBURSEMENT INTEGRITY NURSE, POOL	\$44.55	\$45.90	\$47.25	\$49.15	\$50.65
CLIN NURSE EDUCATOR, POOL	\$45.85	\$47.25	\$48.65	\$50.60	\$52.10
TRAUMA PROGRAM REGISTRAR, POOL	\$38.15	\$39.30	\$40.50	\$42.10	\$43.35
MIDWIFE, POOL	\$56.65	\$58.35	\$60.10	\$62.50	\$64.40
RNFA, POOL	\$58.70	\$60.45	\$62.30	\$64.75	\$66.70

RN’s move to the next step corresponding to their RN licensure date, or receive the negotiated increase, whichever is higher, on the dates set forth above. Wages/salaries, start rate and steps increase in the first full pay period following the dates set forth above in the same amount as the requested increases for those dates.



## **APPENDIX B FUNCTIONAL DUTIES**

As of the date of ratification, the list of “functional duties,” as that term is used in the labor contract, is set forth below. Functional duties will not be assigned outside an individual’s licensure, previously demonstrated, required competencies or proficiency.

1. Any and all duties that can be performed by a nurse aide
2. Working in tandem with another Registered Nurse
3. Assessments and reassessment documentation
4. Facilitate Admission Orders
5. Draw and process labs, start or remove intravenous lines, perform EKG
6. Perform and document stroke care i.e. NIHSS, Neuro-checks, dysphasia screening etc.
7. Blood transfusion verification
8. Discharge instruction, education, and documentation
9. Assist with handoff as appropriate
10. Dressing changes
11. Transport needs
12. Assist with ambulation, toileting, pain assessments
13. Turning and positioning
14. Hourly rounds
15. Procure supplies
16. Medication administration as per licensure and competency
17. Care provider communication
18. Assist with family communication
19. Pre and post of education and documentation of such
20. Individualized patient education and documentation
21. Intake and output measurements

22. Assist with meals and feedings
23. Assist with phone calls and communication needs
24. Perform duties of monitor tech as per competency level
25. Medical record audits as assigned

\* And other functional duties as assigned by management.

**ST. MARY MEDICAL CENTER (THE "HOSPITAL")**  
**and**  
**PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED**  
**PROFESSIONALS ("PASNAP")**

**SIDE LETTER**

**December 17, 2020**

The Hospital and PASNAP, in consideration of the mutual promises and commitments made herein, hereby agree as follows:

1. Following ratification of the first Collective Bargaining Agreement by and between the Hospital and PASNAP (the "CBA"), PASNAP shall promptly request in writing the withdrawal of all pending unfair labor practice charges previously filed against the Hospital and shall provide written copies of all such requests to the Hospital's counsel, Michael G. Tierce, at [mgt@stevenslee.com](mailto:mgt@stevenslee.com). This includes, without limitation, Case No. 04-CA-269274. Furthermore, PASNAP covenants, represents and warrants that it will not file any additional unfair labor practice charges, or any grievances, against the Hospital based on events, facts or circumstances that occurred prior to the ratification of the CBA.

2. Following ratification of the CBA, PASNAP shall promptly withdraw all information requests made prior to the ratification of the CBA and shall provide written copies of all such requests to the Hospital's counsel, Michael G. Tierce, at [mgt@stevenslee.com](mailto:mgt@stevenslee.com). Furthermore, PASNAP covenants, represents and warrants that it will not make any additional information requests in connection with any aspect of bargaining towards the first CBA. For the avoidance of doubt, the aforementioned commitment

Tentative Agreement - Side Letter to SMMC 2/20/2020

Side Letter re Drug Testing

In negotiations for the 2019 to \_\_\_\_ contract between Trinity Saint Mary Medical Center and PASNAP, the parties discussed a proposal of management to institute a random drug testing policy. This side letter is to resolve the issues that were raised at the bargaining table. If Trinity creates and implements a mid-Atlantic region-wide policy regarding random drug testing and the policy is applied uniformly and universally across the region for all Trinity employees, except where prohibited by contract, then PASNAP will not object to the policy applying to the bargaining unit of nurses at SMMC. Trinity will notify the Union prior to implementation of such policy and provide an opportunity to meet and discuss the policy.

If, by termination of the 2019 to \_\_\_\_ contract no such policy is implemented region-wide consistent with the provisions of this side letter, then the provisions of this side letter shall sunset.

For PASNAP

Michael Zaleski  
Joseph G. Gintoli  
Will G.

For Trinity Saint Mary Medical Center

[Signature] 2/20/2020  
Danya DiSanto, CHRO 2/20/2020  
Monica Edwards 2/20/2020

**SIDE LETTER SOLICITATION POLICY**

Effective upon ratification, the hospital shall implement its Solicitation, Distribution and Off-Duty Employee Access policy (effective date 5/14/20), as amended from time to time, which policy shall then apply to all members of the bargaining unit. A copy of the current policy is attached to this proposal as Exhibit A. The hospital may amend this policy at its discretion and will give the union advance notice prior to doing so.

PASNAP/SMMC 11/12/2020 - 9 PM

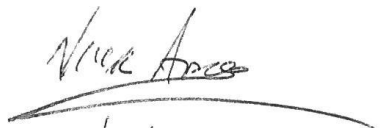
**Side Letter – Phase Out of On-Call L&D\*  
Management Counter**

Effective 6 months after ratification, SMMC shall discontinue the use of mandatory on-call in the Labor and Delivery Department. During this 6 month period, on-call may continue to be used as it is currently. When a schedule is posted, management may fill open shifts with on-call staff, and at the same time shall post such openings on the needs list. The Hospital will continue to attempt to fill the open shifts with options that include, but are not limited to, by offering Shift+ as an incentive and by attempting to hire agency nurses. If the open shifts in the schedule are filled, the on-call for that shift shall be removed.

Following the 6 month time period, SMMC may utilize a process for voluntary on-call, with compensation according to Article \_\_ On Call. If SMMC determines, in its sole discretion, that there is a marked increase in monthly volume in Labor and Delivery, the Hospital retains the right to add the Labor and Delivery to Article \_\_\_\_ On Call. Before adding the Labor and Delivery to Article \_\_\_\_ On Call, SMMC shall give the Union thirty (30) days notice, and the opportunity to meet and discuss (not negotiate) prior to implementation.

\*Side Letter will not be put into the contract.

FOR THE UNION

*Nancy Arce*  
  
12/17/2020

FOR THE HOSPITAL

*Miriam Cuabart CNO 12/17/20 6:52 pm.*

11/12/2020 SL1 1665855v1 030512.00166

**ST. MARY MEDICAL CENTER (THE "HOSPITAL")**  
**and**  
**PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED**  
**PROFESSIONALS ("PASNAP")**

**SIDE LETTER**

**December 17, 2020**

The Hospital and PASNAP, in consideration of the mutual promises and commitments made herein, hereby agree as follows:


1. Following ratification of the first Collective Bargaining Agreement, by and between the Hospital and PASNAP (the "CBA"), the Hospital will endeavor to implement all changes contemplated by the CBA to employees terms and conditions of employment as soon as practicable. However, the parties recognize that this is an initial collective bargaining agreement and that a transition from employees' current terms and conditions of employment to all the terms and conditions of employment contained in the CBA will take time. Accordingly, the Union agrees that the Hospital shall have sixty (60) days to implement the following Articles: Temporary Reassignment; Committees; and Staffing.

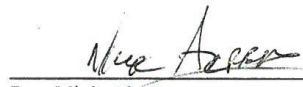
2. In addition, the Union agrees that the Hospital will be granted a "grace period" for the first sixty (60) days after ratification of the CBA to implement all provisions contained therein except wages, benefits and leaves. During this "grace period" the Union and its members shall not file a grievance under the CBA without first providing the Hospital with written notice of the alleged issue and a thirty (30) day time period to address the issue. The written notice must identify the factual substance of the dispute, including the specific provision of the CBA claimed to be violated. Should the parties fail to resolve the dispute during the thirty (30) day time period, the Union shall be permitted to file a grievance in accordance with the CBA, beginning at Step One. For the avoidance of doubt, the "grace period" set forth above shall not be used to delay any wage rate adjustments agreed to in the CBA.

**AGREED TO AND ACCEPTED**

St. Mary Medical Center

Pennsylvania Association of Staff Nurses  
and Allied Professionals

  
By: Dayna Riggs  
Chief Human Resources Officer

  
By: Nick Alpers  
Staff Representative

Date: December 17, 2020

Date: December 17, 2020

Tentative Agreement – Side letter on Past Best Provisions 3/12/20

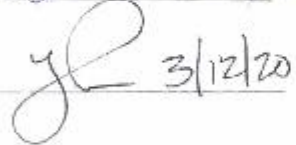
Side Letter on Past Best Provisions,

If any nurse has a previously-existing benefit that is identified during the first 12 months after ratification of this Agreement, and that is greater than is established in this Agreement, and that was not explicitly identified and bargained over, during the collective bargaining process, such past better conditions shall continue in full force and effect for the initial term of the contract only, expiring on \_\_\_\_\_.

For PASNAP

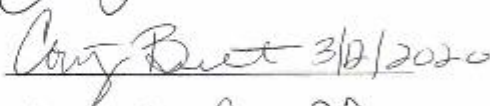
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For Trinity Saint Mary Medical Center

 3/12/2020

 3/12/2020

