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AGREEMENT

between

PENNSYLVANIA'S HEALTH CARE UNION,  
DISTRICT 1199P, SERVICE EMPLOYEES INTERNATIONAL UNION,  
AFL-CIO, CLC

and

ALLEGHENY GENERAL HOSPITAL

oct 14, 2003 - oct 13, 2006

98 pages

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 1	RECOGNITION .....	1
ARTICLE 2	MANAGEMENT .....	1
ARTICLE 3	NO STRIKE-NO LOCKOUT .....	3
ARTICLE 4	GRIEVANCE PROCEDURE .....	3
ARTICLE 5	DISCIPLINE AND DISCHARGE .....	5
ARTICLE 6	HOLIDAYS AND PERSONAL DAYS .....	6
ARTICLE 7	VACATIONS .....	8
ARTICLE 8	COURT/JURY DUTY .....	9
ARTICLE 9	CATEGORIES OF EMPLOYEES .....	10
ARTICLE 10	SENIORITY .....	11
ARTICLE 11	SALARIES AND WAGES .....	16
ARTICLE 12	HOURS OF WORK .....	18
ARTICLE 13	NEW CLASSIFICATIONS .....	20
ARTICLE 14	UNIFORMS .....	20
ARTICLE 15	SICK LEAVE .....	20

ARTICLE 16	FUNERAL LEAVE .....	21
ARTICLE 17	UNPAID LEAVE.....	21
ARTICLE 18	UNION SECURITY AND CHECK-OFF....	24
ARTICLE 19	HEALTH AND WELFARE.....	26
ARTICLE 20	PENSION.....	26
ARTICLE 21	SEPARABILITY .....	26
ARTICLE 22	BENEFITS UPON SEPARATION.....	27
ARTICLE 23	HEALTH & SAFETY .....	27
ARTICLE 24	CLINICAL LADDERS.....	29
ARTICLE 25	RN STAFFING-RECRUITMENT-RETENTION.....	29
ARTICLE 26	MISCELLANEOUS .....	34
ARTICLE 27	NON-DISCRIMINATION.....	35
ARTICLE 28	UNION ACTIVITY, VISITATION AND BULLETIN BOARD.....	35
ARTICLE 29	STAFF DEVELOPMENT/EDUCATIONAL REIMBURSEMENT .....	37
ARTICLE 30	EMPLOYER INITIATIVES AND JOB SECURITY ...	38
ARTICLE 31	ACHIEVING MAGNET STATUS/COMMUNICATIONS, QUALITY AND PERFORMANCE IMPROVEMENT COUNCIL (CQPIC).....	39

ARTICLE 32	DURATION.....	40
APPENDIX A	APPLICATION FOR MEMBERSHIP / APPLICATION FOR REPRESENTATION STATUS .....	41
APPENDIX B	SOLIDARITY-POLITICAL ACTION CARD .....	42
APPENDIX C	ISSUES.....	43
APPENDIX D	TEN HOUR SHIFT AGREEMENT .....	44
APPENDIX E	TWELVE HOUR SHIFT AGREEMENT....	45
APPENDIX F	MISCELLANEOUS CONTINUING PRACTICES .....	46
APPENDIX G	STIPEND FOR SALARIED EMPLOYEES.....	47
APPENDIX H 1	SPECIALTY RN SALARY RANGES.....	48
APPENDIX H 2	MINIMUM WAGE RATES - STAFF NURSE - NON-BSN .....	49
	MINIMUM WAGE RATES - STAFF NURSE - BSN .....	50
	MINIMUM WAGE RATES - OR SERVICE COORDINATOR - BSN .....	51
	MINIMUM WAGE RATES - OR SERVICE COORDINATOR - NON-BSN .....	52
	MINIMUM WAGE RATES - LIFE FLIGHT - BSN .....	53
	MINIMUM WAGE RATES - LIFE FLIGHT - NON-BSN .....	54
APPENDIX H 3	WAGE RATES - CASUAL FLOAT, PER DIEM III, WEEKEND CASUAL, UNIT BASED CASUAL .....	55

APPENDIX H 4	CRNPS WAGE RATES .....	56
APPENDIX I	SHIFT DIFFERENTIAL.....	57
APPENDIX J	ON CALL/CALL IN.....	61
APPENDIX K	SIXTEEN HOUR SHIFT AGREEMENT... ..	64
APPENDIX L	ADDITIONAL WORK HOURS INCENTIVE .....	65
APPENDIX M	PER DIEM POOL (PDP) NURSES, CASUAL / FLOAT NURSES, WILL CALL NURSES, UNIT-BASED CASUAL NURSES, WEEKEND CASUAL NURSES, AND VOLUNTARY ON-CALL PROGRAM .....	66
APPENDIX N	OPERATING ROOM PHASE OUT OF COMPULSORY ADDITIONAL WORK HOURS.....	70
APPENDIX O	HEALTH & WELFARE BENEFIT OPTIONS SUMMARY .....	73
APPENDIX P 1	HEALTH & WELFARE - EMPLOYEE BENEFIT COSTS - FULL TIME EMPLOYEES.....	77
APPENDIX P 2	HEALTH & WELFARE - EMPLOYEE BENEFIT COSTS - PART-TIME PRORATION AND HEALTH BENEFIT REFUND (HBR).....	78
APPENDIX Q	MEDICAL & PRESCRIPTION DRUG PLAN CHART .....	79

## AGREEMENT

THIS AGREEMENT, made and entered into as of this 14th day of October 2003 between Allegheny General Hospital, Allegheny Singer Research Institute, and Allegheny Specialty Practices Network, a single Employer, located in Pennsylvania, hereinafter designated as the "Hospital" or "Employer" and District 1199P, Service Employees International Union, AFL-CIO, CLC, hereinafter designated as the "Union".

## WITNESSETH

WHEREAS, the parties hereto desire to establish a standard of wages, benefits and other terms and conditions of employment under which members of the bargaining unit, as herein designated, shall work for the Hospital during the term of the Agreement; and

WHEREAS, the parties hereto desire to regulate relations between the parties with a view of securing harmonious cooperation in mutual objectives and averting interruptions and interferences with services to the 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

1.1 The Hospital hereby recognizes and acknowledges the Union as the sole and exclusive bargaining representative of the employees of the Hospital within the classifications included under the certification by the National Labor Relations Board at Case No. 6-RC-11739 and any amendments thereto approved by the National Labor Relations Board.

1.2 The Hospital agrees not to use supervisors, agency employees (including local and travelers), and other non-bargaining unit employees to perform bargaining unit work in such a way that would result in an erosion of bargaining unit jobs. This restriction shall not apply to work performed by these individuals as of October 14, 2000. This provision does not preclude, and Management retains the right, to utilize supervisors and agency employees to perform bargaining unit work when faced with staffing emergencies, other emergencies, equipment breakdowns or other similar situations in order to maintain an

uninterrupted flow of work and normal efficiency.

## ARTICLE 2 MANAGEMENT

2.1 The Union recognizes that the management of the Hospital, the direction of the working forces and the establishment and/or altering of employees' wages, benefits, hours, and other terms and conditions of employment are vested solely and exclusively in the Hospital except as specifically limited by the written terms of this Agreement. Matters of inherent managerial policy are reserved exclusively to the Hospital. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Hospital, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. The above set forth management rights are by way of example but not by way of limitation. The Employer agrees that it will not exercise any of these rights in an arbitrary or capricious manner.

2.2 The Hospital agrees to notify the Union in writing, at least thirty (30) days in advance of implementation, and to convene a meeting with the Union to thoroughly discuss and jointly evaluate, any proposals to permanently subcontract, outsource bargaining unit employees or bargaining unit work, or transfer services presently performed by bargaining unit employees at the Hospital to another WPAHS facility. Prior to implementation, all issues identified during this process will be thoroughly discussed, and the parties shall fully consider the impact of any such changes on the ability of the Hospital to continue to provide high quality patient care in a safe and efficient manner. In addition, the Hospital will bargain in good faith with the Union over the effects of any such plans on bargaining unit employees.

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

2.4 The Employer recognizes it's legal duty to offer to bargain and if requested by the Union, to bargain in good faith, prior to the implementation of any changes concerning wages, hours, and other terms and conditions of employment which are not otherwise specifically agreed to by the written terms of this Agreement. No provision of this Agreement shall be construed as a waiver of the duty to bargain prior to implementation of any changes unless it is clear and explicit.

2.5 There shall be no individual agreements between employees and the Hospital. Notwithstanding the above, the Hospital may provide nurses working in Physician Practice groups, at the time of their initial employment, with an

agreement that provides them with wages, benefits, and working conditions that differ from those enjoyed by the other bargaining unit employees provided the total compensation and benefits to Physician Practice group nurses shall not be less than the total compensation provided to all other bargaining unit employees. This provision shall not include benefits of a non-monetary nature such as seniority. All such compensation and benefit packages for Physician Practice group nurses shall be communicated to the Union as soon as possible, and the Hospital agrees to meet with the Union to discuss any concerns which may result.

2.6 The Hospital shall have the right to adopt reasonable rules and regulations. The Hospital will provide to the Union copies of any new or revised policies or rules affecting bargaining unit employees at least fourteen (14) calendar days in advance of their implementation whenever possible. Upon request, the Employer will meet with the Union to discuss said new rules or policies.

2.7 The parties recognize that under the American with Disabilities Act of 1990 and the Pennsylvania Human Relations Act, the Employer is required to make reasonable accommodations for qualified individuals with disabilities. The parties recognize that in making these reasonable accommodations in accordance with the statutes, the Employer may be required to take actions which are not consistent with the provisions of this Agreement. Prior to taking any such action, the Employer agrees to meet and discuss the issue with the Union. Upon agreement of the parties, the applicable provisions of this Agreement shall be waived in order to make such reasonable accommodations and such waiver shall not be subject to the grievance and arbitration provisions of this Agreement.

### ARTICLE 3 NO STRIKE-NO LOCKOUT

3.1 During the term of this Agreement the Union and all employees in the bargaining unit agree they will not engage in any strikes, work stoppages, slowdowns, suspensions of work, or sympathy strikes. The Hospital agrees that during the term of this Agreement it will not resort to a lockout of the employees in the bargaining unit. All disputes and matters of controversy arising between the parties that come within the scope of this Agreement will be settled by the grievance machinery hereinafter provided.

ARTICLE 4  
GRIEVANCE PROCEDURE

4.1 A grievance shall be defined as a dispute or complaint arising between the parties hereto, under or out of this Agreement or the interpretation, application, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

**STEP ONE** Within fifteen (15) days of the time an employee first becomes aware or should have become aware of the occurrence giving rise to the grievance, an employee having a grievance and/or her Union delegate shall notify her immediate supervisor in writing of the intent to file a grievance. Upon request of either party, the grievant and her Union delegate and the immediate supervisor shall meet in an effort to resolve the grievance. The Hospital shall give its answer, through the supervisor, to the employee and her Union delegate within fifteen (15) days after the presentation of the intent to file a grievance in Step One.

**STEP TWO** If the grievance is not settled in Step One, the grievance may, within ten (10) days after the answer in Step One, be presented in Step Two. When grievances are presented in Step Two, they shall be submitted in writing, and presented to the appropriate Vice President of the Hospital via the Director of Human Resources or his designee. Unless mutually agreed otherwise, the grievant and her Union representative/Delegate and the appropriate Vice President or her clinical designee, shall meet in an effort to resolve the grievance within five (5) days after receipt of the grievance. The Vice President, or her clinical designee, shall answer the grievance in writing within ten (10) days after such meeting.

**STEP THREE** If the grievance is not settled in Step Two, the grievance may, within ten (10) days after the answer in Step Two, be presented in Step Three. A grievance shall be presented in this Step to the Director of Human Resources or his designee. Unless mutually agreed otherwise, the parties agree to meet in an effort to resolve the grievance within five (5) days after receipt of the grievance. All relevant documentation shall be made available to the Union prior to such meeting. The Director of Human Resources or his designee shall render a decision in writing within five (5) days after such meeting.

The parties shall observe the time limits as provided in this Agreement. The time limits specified herein may be extended in writing by mutual agreement of the parties.

representatives designated in Steps One and Two lack authority to settle may initially be presented at Step Three by the Union.

4.8 Within two (2) days following a discharge or suspension without pay of any employee in the bargaining unit, The Hospital will send written notification of such action to the employee with a copy to the Union.

## ARTICLE 5 DISCIPLINE AND DISCHARGE

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

5.2 Where an employee is to be suspended or discharged, and the employee is required to attend a disciplinary interview, no disciplinary action shall be imposed until after the interview. The parties recognize that while a disciplinary interview normally precedes a suspension or discharge, there are circumstances which reasonably require immediate disciplinary action prior to such interview. Any employee required to attend a formal disciplinary interview will be notified of the nature of the meeting prior to the start of the interview. Any employee required to attend a disciplinary interview is hereby notified of her right to have a Union Delegate present at such interview and if the employee requests that the Union Delegate be present she shall be given reasonable advanced notice of the time, place and nature of the meeting.

5.3 Any employee required to attend a disciplinary meeting will be notified of the nature of the meeting prior to the start of the disciplinary meeting. Any employee required to attend a disciplinary meeting is hereby notified of her right to have a Union Delegate present at such meeting and if the employee requests that the Union Delegate be present she shall be given reasonable advanced notice of the time, place and nature of the meeting. All discipline shall continue to be carried out in a timely, confidential and professional manner.

5.4 The Employer endorses the concept of progressive disciplinary action. This system provides an employee with an opportunity to correct behavior when minor violations have occurred. Minor violations may result in a verbal or written reprimand. Serious or repeated violations may result in a final written reprimand or suspension. Repeated violations which were not corrected by previous discipline, or more serious violations, may result in a disciplinary discharge. The disciplinary action may vary depending on the nature, frequency and gravity of the offense and on the employee's past record of service. Except in the case of serious disciplinary infractions where final written warning, suspension or

A grievance concerning a discharge or suspension will be presented at Step Two in the first instance, within the time limit specified in Section 4.1 of this Article.

Hospital representatives shall in all cases transmit their grievance answers in Steps 2 and 3 to the appropriate Union Representative(s)/Delegate(s) and grievant(s) via United States mail to the employees' homes, and in cases in which the grievant(s) or Union Representative(s)/Delegate(s) live outside of Pennsylvania, then the Hospital shall utilize Certified Mail upon written request of the Union Representative/Delegate.

4.2 A grievance, as defined in this Article, which has not been resolved thereunder, may, within ten (10) working days after completion of Step Three of the grievance procedure, be referred to arbitration by the Hospital or the Union by notifying the other party in writing of its wish to appeal the grievance to arbitration. Upon the sending of a Demand for Arbitration to the American Arbitration Association by the Hospital or the Union, an arbitrator shall be chosen in accordance with the Rules and Regulations of the American Arbitration Association.

Within ninety (90) days of the ratification of this agreement, the Hospital and the Union shall meet with representatives of the Federal Mediation and Conciliation Service (FMCS) to discuss the arbitration services provided by the FMCS. The parties may, upon mutual written agreement, substitute the FMCS for the American Arbitration Association in the provisions of Article 4.2 above.

4.3 The fees and expenses of the arbitration and of the arbitrator shall be borne equally by the parties.

4.4 The award of an arbitrator hereunder shall be final, conclusive and binding upon the Hospital, the Union and the employees.

4.5 The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 4.1 of Article 4, and he/she shall have no power to add to, subtract from or modify in any way any of the terms of this Agreement.

4.6 All time limits as specified throughout this Agreement shall be deemed to be exclusive of Saturdays, Sundays and Holidays. It is the intent of the parties that all grievances shall be filed and processed promptly, but the time limits specified herein may be extended by mutual agreement of the parties in writing.

4.7 A grievance which affects a class of employees, or which the Hospital

discharge is justified upon the first infraction, the Hospital and the Union agree that progressive discipline should not be imposed where the previous disciplinary action was more than one (1) year ago. The passing of this one (1) year period does not preclude the Hospital from issuing discipline at the same or lower level.

## ARTICLE 6 HOLIDAYS AND PERSONAL DAYS

6.1 Regular employees and Casual Float employees authorized to work a minimum of thirty-two (32) hours per pay shall be entitled to the following holidays with pay on a prorated basis: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

6.2 All employees who work on any of the Holidays listed above, shall receive compensation at one and one-half (1-1/2) times their regular rate of pay for each hour worked on the Holiday. Regular and Casual Float employees authorized to work a minimum of thirty-two (32) hours per pay shall be entitled to receive an alternative prorated paid day off within sixty (60) days before or after the Holiday. If agreeable to the Hospital and employee, the employee may request in writing, to be paid the pro-rated holiday in lieu of taking the additional pro-rated holiday off. This may occur only once per pay period and must be used within 60 days following said holiday.

6.3 Regular and Casual Float employees authorized to work a minimum of thirty-two (32) hours per pay, whose regular day off falls on a Holiday, shall receive an alternate day off, prorated based on their authorized hours, within sixty (60) days before or after the Holiday.

6.4 If a Holiday falls within an employee's vacation period, the day will be paid as a holiday unless the employee requests that it be paid as a vacation day.

6.5 The Union recognizes that the Hospital's operations require continuous service to patients and it is agreed that the Hospital shall have the right to require any employee to work on any of the Holidays listed above due to patient care needs. The Hospital will endeavor to give off as many paid Holidays as possible, consistent with the orderly and efficient operations of the Hospital and in a manner which is fair and equitable to affected employees.

6.6 To be eligible for the Holiday benefit, an employee must work her last scheduled shift before the holiday and her first scheduled shift following the holiday, in addition to the Holiday if scheduled, unless the absence from work is

excused by the Hospital, which shall not be unreasonably denied.

6.7 Regular and Casual Float employees who are authorized a minimum of thirty-two (32) hours per pay period shall be entitled to prorated Personal Holiday time, as discussed during the negotiations leading to this Agreement.

Full time employees (those authorized 70 hours or more per pay) shall be awarded twenty-four (24) hours of Personal Holiday time on the first pay date in each calendar year in an "hours available to use bank" [HAUB]. If the full time employee receives a pay on the first pay date in January, eight (8) hours will be awarded into an "earned hours bank" [EHB]. Employees may use any hours in the HAUB and those hours will be deducted from that bank when used as well as the EHB. Full time employees will have an additional eight (8) hours awarded into their EHB the first pay period paid in May and the first pay period paid in September if they remain a full-time employee.

New employees who start after the first pay paid in January and prior to the end of the first pay paid in May and who are full-time as of the first pay in May, will be awarded sixteen (16) hours in the HAUB and eight (8) hours in EHB. If hired after the first pay in May and prior to the end of the first pay paid in September and are full-time status, the employee will be awarded eight (8) hours in HAUB and eight (8) in their EHB.

If the full-time employee decreases hours to a regular part-time status during the calendar year, she will begin to accrue according to the part-time policy in the next earned hours award month.

Eligible part-time employees will accrue Personal Holiday time at a rate of 0.0116 hours per eligible hour paid to a maximum of eighty (80) eligible paid hours per pay period, or 0.9231 hours per eighty (80) hour pay period. Eligible part-time employees may use Personal Holidays as they are accrued, and Personal Holiday hours are not vested until accrued.

Use and accrual of the Personal Holiday hours are subject to the stipulations set forth below:

- (a) Personal Holidays shall be scheduled in eight (8) hour increments.
- (b) Whenever possible, an employee should request her personal holiday time prior to the posting of the work schedule. Requests for personal days shall not be unreasonably denied. Request for personal days for emergencies/family

situations will be given first priority.

(c) Payment of Personal Holiday hours is based on the employee's base pay and does not include shift differential and/or premiums. Personal Holiday hours are not used in the calculation of worked hours for payment of overtime.

6.8 Any Personal Holiday hours not used in the year awarded will be rolled into the employees vacation bank to the extent the vacation bank will accommodate up to the maximum. Any Personal Holiday hours used but not accrued in the calendar year (i.e., negative balance) will be deducted from the vacation bank.

Accrued but unused Personal Holiday hours will be paid out upon termination of employment provided the employee completed three (3) calendar months of employment, is not terminated for just cause, and gives the required termination notice. Once the employee submits a resignation, Personal Holiday hours may not be used. Personal Holiday hours cannot be used in lieu of termination notice. Personal Holiday hours used but not accrued will be deducted from the employee's final pay.

6.9 Regular and Casual Float employees who are authorized to work less than seventy (70) hours per pay period may utilize up to two (2) emergency days per year, either used as vacation days or personal holiday time.

**ARTICLE 7**  
**VACATIONS**

7.1 Regular employees and Casual Float employees, who are authorized a minimum of thirty-two (32) hours, shall be entitled to accrue vacation time for all hours paid up to eighty (80) in a pay period based upon their hospital seniority as follows:

<u>Years of Service</u>	<u>Accrual for Each Paid Hour</u>	<u>Maximum Annual Accrual</u>	<u>Maximum Accrual</u>	
Less 4 years	0.0385	80 hours	120	than hours
Between and 9 years	0.0577	120 hours	180	4 hours

Greater  
9 years                      0.0777                      160 hours                      240 hours                      than

Job classifications which currently accrue vacation time on a schedule which is greater than the above schedule, at any step, shall continue to accrue such additional time during the life of this Agreement.

Regular employees and Casual Float employees authorized less than thirty-two (32) hours as of October 13, 2003, shall be grandfathered with regard to accrual of vacation time and shall be entitled to accrue vacation time according to the accrual schedule listed above.

7.2 Employees shall not be eligible to use vacation in the same pay period in which it is earned. Employees shall not be eligible to earn vacation in excess of their maximum annual accrual and maximum accrual. Vacation schedules shall be established taking into account the wishes of the employees and the needs of the Hospital. In work areas where it is appropriate to do so, vacations of bargaining unit personnel shall be scheduled independently of the vacation schedule of non-bargaining unit personnel. Once the vacation schedule is approved, it shall not be changed unless mutually agreed to in writing by the Hospital and the employee.

7.3 The Hospital shall develop or maintain a vacation selection/approval process for employees. The process must be fair and equitable and shall include, but not be limited to, the following:

(a) Current guidelines shall be followed when such guidelines meet the intent of this Section.

(b) Guidelines shall be maintained or established which shall include a time frame for all vacation requests to be submitted and be responded to by the Hospital.

(c) Where seniority is a factor in the selection of vacation it shall be based upon hospital seniority.

7.4 Vacation hours shall be paid according to the employee's base hourly rate in effect at the time the vacation is paid.

7.5 Each employee shall be scheduled off seven (7) calendar days for each

five (5) days of vacation. In addition, when requested, employees shall be scheduled off the weekend before the start of any vacation of five (5) days or more, as well as the weekend at the end. Employees may be required to make up the additional weekend. Employees shall not be required to find coverage to accommodate the weekends.

7.6 If an illness or injury preventing work occurs prior to and extends into an employee's scheduled vacation, or if the vacation is interrupted by court/jury duty or funeral leave, the vacation may be postponed and another period assigned.

7.7 If previously approved vacation times become available, the nurses in the affected area shall be informed and the vacation slot will be reposted and awarded utilizing the provisions of Article 7.3 above.

## ARTICLE 8 COURT/JURY DUTY

8.1 Regular employees and Casual Float employees authorized to work a minimum of thirty-two (32) hours per pay period, who are called for jury duty either by the State or Federal Courts, and who thereby loses time from work, shall be paid at her base rate minus the pay she receives from the court for each scheduled workday missed.

8.2 Employees working the day or evening shifts shall be granted an absence for the shift/hours beginning on the day that jury or witness duty occurs. Employees scheduled for the night shift shall be granted an absence for the shift/hours beginning prior to the day that jury or witness duty occurs.

8.3 An employee who is summoned or subpoenaed to appear as a witness for a deposition, hearing or trial is eligible for an unpaid absence from scheduled work.

8.4 If an employee's presence at a deposition, hearing or trial is required by the Hospital or arises out of an individual's employment with the Hospital, the employee will be paid at her base rate minus the pay received for such service while absent from scheduled work. It is understood that any bargaining unit employee subpoenaed by the Union to appear at any deposition, hearing or trial shall not be eligible to receive pay by the Hospital under this Section.

8.5 For purposes of this Article, an employee who misses work in accordance with 8.1 above shall be paid at their scheduled number of hours for the day they

miss work as a result of such jury/court duty.

ARTICLE 9  
CATEGORIES OF EMPLOYEES

9.1 Newly hired employees shall be considered probationary for a period of one hundred and eighty (180) calendar days from the date of hire. During the probationary period, the employee shall be covered by the terms of this Agreement, however the Hospital may discharge any such employee, without regard to the standard noted in Article 5 above, and such discharge shall not be subject to the grievance provisions of this Agreement.

9.2 Temporary employees, defined as those who have been advised at time of hire that they are temporary and whose tenure of employment will not exceed six (6) months shall not be covered by the terms of this Agreement, except that they shall be paid in accordance with the applicable wage and salary rates as outlined in the Agreement. Temporary employees shall not receive benefits. If a temporary employee is hired or retained to replace an employee on leave of absence, the Hospital may extend the period of temporary employment for as long as the regular employee is off work.

9.3 Employees who are authorized to work at least seventy (70) hours per two (2) week pay period are full-time employees.

9.4 Employees who are authorized to work less than seventy (70) hours per two (2) week pay period are part-time employees.

9.5 Employees who are hired to work on an as needed basis are casual employees.

9.6 Employees who are not temporary or casual employees are regular employees.

ARTICLE 10  
SENIORITY

10.1 Definitions

(a) Hospital seniority is defined as the length of time an employee has been

continuously employed in any capacity in the Hospital.

(b) Bargaining unit seniority is defined as the length of time an employee has been employed in any bargaining unit position in the Hospital.

## 10.2 Accrual

(a) Hospital seniority shall accrue during continuous employment at the Hospital in any capacity and shall be calculated based on date of hire at the Hospital.

(b) Bargaining unit seniority shall accrue during employment in any bargaining unit position(s) based on date of hire into such bargaining unit position(s). Employees whose seniority was determined under the terms of the following provision of the 2000-2003 Agreement shall maintain their seniority as defined in that Agreement: For current employees in the bargaining unit as of the ratification date of this (the 2000-2003) Agreement, bargaining unit seniority shall be equal to Hospital seniority.

(c) Temporary employees, as defined in Article 9.2 shall have no seniority during the time they occupy the status of temporary employee but should any temporary employee become a regular or casual employee, then her hospital and bargaining unit seniority shall be calculated from her date of employment.

(d) An employee's seniority shall commence after completion of her probationary period and shall be calculated from her date of employment.

(e) Bargaining unit employees who take non-bargaining unit positions shall maintain accumulated bargaining unit seniority in the event they return to the bargaining unit within six (6) months.

(f) In the event that two (2) or more employees have the same date for determining seniority order for any purpose under this Agreement, the last four digits of the employees' social security numbers shall be utilized, the highest number being the most senior.

## 10.3 Loss of Seniority An employee's seniority shall be broken when she:

(a) quits or resigns; If the employee returns within a period of three (3)

months, her full seniority is restored for all purposes. If an employee returns within a period of greater than three (3) months but less than one (1) year, in such case she shall maintain Hospital seniority, minus the time not employed by the Hospital, for monetary issues (e.g., wages, if applicable, and benefit accrual) only. Such employee shall not maintain Hospital seniority for non-monetary issues (e.g., vacation selection, layoff and recall, job awards). Employees shall only be permitted to use this provision once;

(b) is discharged for just cause;

(c) fails to return following the end of a leave of absence without proper extension or reasonable excuse;

(d) is laid off for a period of one (1) year;

(e) fails to return to work on a recall from layoff within ten (10) days after the Hospital has sent notice to her to return by certified letter to the last address furnished by the employee; or

(f) a casual employee who has not worked in three (3) months. Employees who work on a seasonal basis (i.e., school nurses) shall maintain their seniority, notwithstanding this restriction.

#### 10.4 Application

(a) Unless otherwise stated herein, Hospital seniority shall apply in the computation and determination of eligibility for all wages and economic benefits where length of service is a factor, pursuant to this Agreement.

(b) Hospital seniority shall apply in layoffs, and recalls as herein provided.

(c) Bargaining unit seniority shall apply in all job awards.

(d) Hospital seniority shall apply in determinations where seniority is a factor in regard to scheduling issues such as requests for time off, vacation selection, schedule rotations, temporary assignments, and overtime selection.

(e) All other applications of seniority shall be specified where appropriate.

10.5 Layoff A layoff is defined as any reduction in the hours paid in any work area which will require one (1) or more employees to be reduced from regular full-time to regular part-time status, or from regular status to casual status, or a regular employee being removed from the work schedule completely.

(a) In the event that a layoff is to occur, the Hospital shall notify the affected employees and the Union, as soon as practical, but no less than five (5) days, prior to such a layoff. At the request of either party, the Union and the Employer shall meet to define the affected work area and to discuss alternate methods of effecting the desired ends of the Hospital. In the event that the parties cannot agree upon the definition of the work area and the union files a grievance in response to the Hospital's definition of the work area, the parties agree to submit the issue promptly to an expedited arbitration process under Article 4 of the Agreement, with the arbitration hearing held and decision rendered within fifteen (15) days of the appeal to arbitration. The Hospital and the Union further agree that the Operating Room, Surgery Center, and Lifelight are defined work areas under this Agreement.

(b) In the event of a layoff, the Hospital shall select employees to be laid off from the work area experiencing the reduction in reverse order of their hospital seniority according to the following schedule:

1. Temporary or agency (including local and travelers) employees
2. Probationary employees
3. Regular full-time and regular part-time employees

In the event of a layoff, the Hospital shall eliminate the hours of Casual employees in the affected work area prior to laying off probationary, regular full-time and regular part-time employees.

(c) Employee Relocation In the event an employee is scheduled to be laid off in one work area, or is laid off, the Hospital shall supply the employee with the complete list of vacant positions in the Hospital, and the employee may opt to apply for any vacant position(s). The employee, if qualified, shall be selected to fill the vacant position(s) based upon her skill and ability, and relevant factors from her work record. If all of these factors are relatively equal, then bargaining unit seniority shall prevail in assigning such employees to vacant job(s). No vacant positions will be filled with non-bargaining unit employees or with bargaining unit employees of less seniority than the displaced employee so long as the employee relocation process is taking place, and the displaced employee bids in a timely manner.

(d) If an employee who is either scheduled to be laid off or is laid off is unable to find a vacant job for which she is qualified or is not selected to fill a vacant job pursuant to Section 10.5 (c) above, then if qualified, she may take the position occupied by the most recently hired employee in the bargaining unit who is working in another work area. If the employee is not qualified to perform the duties of the position occupied by the most recently hired employee in the bargaining unit, then, if qualified, she may take the position occupied by the second most recently hired employee in the bargaining unit who is working in another work area. This procedure may continue until the employee is able, as a result of her qualifications, to take a position occupied by an employee in the bargaining unit who is working in another work area.

An employee, who is either scheduled to be laid off or is laid off and opts not to apply for a vacant job for which she is qualified, may not exercise her right to bump the most recently hired employee, or any other employee as described above.

An employee who is either scheduled to be laid off or is laid off and is unable to find a vacant job for which she is qualified, or opts not to apply for a vacant job for which she is qualified, or is not selected to fill a vacant job pursuant to Section 10.5 (c) above, shall be placed on layoff status and entitled to all rights and benefits afforded laid-off employees.

(e) Employees shall receive the rate of pay for the position for which they are selected. Such rate of pay shall be determined based on the rate in effect for employees in that position with equivalent experience.

(f) In the event of a layoff, an employee may volunteer to be laid off.

(g) If a full-time or part-time employee is reduced in scheduled hours of work, such employee shall not suffer any reduction of her health and welfare benefits until her authorized hours are officially changed.

The Hospital will continue to provide health insurance for employees on lay-off, with recall rights, until the end of the month of the lay-off plus the following:

Less than 1 year of service	one month
Between 1 and 5 years of service	two months

Greater than 5 years of service

three months

(h) Probationary employees who have been laid off do not have any recall privileges.

(i) In connection with any layoff, it is agreed that employees on leave of absence shall be considered in making such reduction so that upon returning from a leave of absence, within the time limits as specified in Article 17, the returning employee may displace a less senior employee who has taken the position of the employee on leave of absence through the exercise of her rights in accordance with this Article. This provision shall also apply where the job of the employee on leave of absence has been abolished as the result of a workforce reduction. In such a case, upon the employee's return to work within the time limits as specified in Article 17, the employee will be hypothetically returned to the job she was occupying when she went on a leave of absence, the layoff/job abolishment will be hypothetically recreated and the employee will be treated as if she was in the job at the time of the layoff/job abolishment.

(j) Recall Whenever a vacancy occurs in a work area, employees who are on layoff from that work area shall be recalled in accordance with their hospital seniority in the reverse order in which they were laid off.

If a vacancy occurs in a work area where no employee has recall rights, and the job has not been filled through the job bidding procedure, then the laid-off employee with the most Hospital seniority laid off from another work area will be recalled if she has the skill, ability, and qualifications to do the work, and if not, the next most senior qualified employee will be recalled, and so on. An employee who refuses recall shall be separated with loss of seniority in accordance with Section 10.3 (e).

An employee accepting a recall under this Section shall receive the rate of pay for the position into which she is recalled. Such rate of pay shall be determined based on the rate in effect for employees in that position with equivalent years of experience. These recall from layoff provisions are not meant to circumvent the job bidding requirements of Section 10.6 below.

The Hospital will not recall an employee who is laid off and opted not to apply for a vacant job, to a vacancy in any other work area other than the one from which she was laid off.

10.6 (a) Vacancies for all regular positions within the bargaining unit shall be posted for seven (7) days and shall include the following:

1. the hours of work;
2. the shift;
3. the qualifications needed; and
4. any special requirements.

(b) The AGH Union Chapter President will be notified by e-mail and by U.S. mail when a position is posted. If no employees are selected from the bargaining unit utilizing the procedure in Section 10(6)(d) below, the Hospital may fill the job from outside the bargaining unit.

(c) The Hospital will complete any interview process and notify employees of their selection/non-selection as soon as reasonably possible. The Hospital will transfer the selected employee within thirty (30) days after the notification date, whenever reasonably possible.

(d) Where a vacancy in a bargaining unit job occurs, bargaining unit personnel shall be given first preference for any such vacancy. Where more than one (1) employee bids for such job, and two (2) or more employees are qualified for such vacancy and their skill, ability and relevant factors from their work record are relatively equal, then the employee with the greatest bargaining unit seniority shall receive the position. Employees shall receive the rate of pay for the position for which they are selected. Such rate of pay shall be determined based on the rate in effect for employees in that position with equivalent years of experience. Disputes under this provision shall be subject to the grievance and arbitration provisions of this Agreement.

(e) At the time a person is awarded a job, the employee shall be given the most up-to-date job description of the position.

(f) An employee may not bid out to another position during her initial probationary period.

10.7 There shall be one (1) seniority list, for all bargaining unit employees, issued every six (6) months, a copy shall be sent to the Union and a copy shall be posted in the Human Resources office for employees to review. An employee may challenge her status on the seniority list by first raising the issue with a representative of the Human Resources office. If the employee or the Union

remains unsatisfied after raising the matter with a representative of the Human Resources office, then she may file a grievance at Step Three of the Grievance Procedure.

ARTICLE 11  
SALARIES AND WAGES

11.1 (a) All employees covered by this Agreement, except for employees with RN licensure dates in calendar year 2003, shall receive the following minimum across-the-board wage/salary increases:

<u>Effective Date</u>	<u>Wage/Salary Increase</u>			
November 2, 2003	Three	percent	(3%)	increase
July 11, 2004	Two	percent	(2%)	increase
July 10, 2005	Three	percent	(3%)	increase
July 9, 2006	Three and one-half	percent	(3.5%)	increase

(b) All employees covered by this Agreement with RN licensure dates in calendar year 2003 shall receive the following minimum across-the-board wage/salary increases:

<u>Effective Date</u>	<u>Wage/Salary Increase</u>			
November 2, 2003	One	percent	(1%)	increase
July 11, 2004	Two	percent	(2%)	increase
July 10, 2005	Three	percent	(3%)	increase
July 9, 2006	Three and one-half	percent	(3.5%)	increase

(c) Effective October 14, 2003, employees placed into bargaining unit positions as a result of hiring or job changes from December 2, 2001 through October 13, 2003, with RN licensure dates prior to calendar year 2003, shall have their pay rates adjusted upward to equal that of the lowest paid nurse in such position, within the Hospital, with equivalent experience (or where applicable, years of RN licensure, as set forth in Appendices H-2 through H-4), and shall then receive the minimum, across-the-board wage/salary increases set forth in 11.1 (a) above.

(d) Employees placed into bargaining unit positions, other than Specialty RN positions (outlined in Appendix H-1), as a result of hiring or job changes on or after October 14, 2003, shall be hired at a wage or salary rate equivalent to the lowest paid nurse in such position, within the Hospital, with equivalent years of RN licensure (for Staff Nurses, OR Service Coordinators, and Lifelight Nurses), as set forth in Appendix H-2; equivalent CRNP experience (defined as one year for each year of CRNP experience and one year for each three years of RN experience prior to becoming a CRNP), as set forth in Appendix H-4; or equivalent experience as an AGH Per Diem, Casual/Unit, or Casual/Float (for Per Diem Nurses, Casual/Unit Nurses, or Casual/Float Nurses), as set forth in Appendix H-3.

(e) The maximum rates for employees placed into Specialty RN bargaining unit positions (outlined in Appendix H-1) as a result of hiring or job changes shall be adjusted by the wage/salary increases set forth in 11.1 (a) above

Rates for employees placed into bargaining unit positions as a result of hiring or job changes on or after October 14, 2003, in the pay grades listed in Appendix H-1 shall be determined based on the rate in effect, within the ranges as set forth in Appendix H-1, for employees in that position with relevant equivalent experience. In no event will an employee moving into a job in a higher grade receive a rate which is lower than her previous position nor higher than the maximum of the new grade.

(f) No employee shall be hired at a wage or salary rate higher than the lowest paid nurse in such position, within the Hospital, with equivalent experience (or where applicable, years of RN licensure).

New employees will not be hired into the ARN program. However, current employees receiving the ARN rate will continue to receive their current rate in addition to any increases agreed to herein.

11.2 The Hospital agrees to maintain present shift differential payments and policies which exist as of the effective date of this Agreement as detailed in Appendix I.

11.3 The Hospital agrees to maintain the On-Call Pay payments and policies which exist as of the effective date of this Agreement as detailed in Appendix J.

11.4 An employee not on-call who is called in and reports to work shall receive a minimum of one (1) hours pay or work.

11.5 The base or regular rate of pay is defined as the employee's straight-time hourly rate of pay excluding any differentials, and/or premiums.

11.6 An employee who is eligible for mileage reimbursement shall be paid in accordance with the standard IRS mileage rate for all such miles.

11.7 Employees shall be paid \$.75 per hour for all time worked (excludes an RN who covers a Charge Nurse who goes on a lunch break) as an assigned Charge Nurse in accordance with Article 25.8. Charge nurse pay for Lifeflight is only applicable to the AGH base site.

11.8 The wage rates for Casual Float N2, Per Diem II N4, Casual/Unit N7 and Per Diem Pool Weekend Casuals shall be in accordance with the rate charts set forth in Appendix H-3.

11.9 The Additional Work Hours Incentive Program is set forth in Appendix L.

11.10 Stipend pay for salaried employees is set forth in Appendix G.

## ARTICLE 12 HOURS OF WORK

12.1 The normal work week shall be forty (40) hours of work in a seven (7) day period, beginning at 12:01 AM on Sunday and ending at 12:00 midnight on the following Saturday. One (1) thirty (30) minute meal time per shift, if the shift is a minimum of five (5) hours, shall be provided and shall not be counted as time worked.

Lunch periods may only be interrupted if the employee is needed for patient care purposes. If an employee is required to remain at the Hospital or is called to work during the unpaid meal period, the employee shall be paid their regular rate of pay or overtime, whichever is appropriate. It is the employees obligation to notify her supervisor of the interrupted break for time recording purposes.

Employees in any unit or work area may establish a scheduling committee to recommend work schedules. The use of work time to prepare the schedule must be approved in advance by the manager and shall not interfere with the delivery of patient care. The Managers are responsible for approving the final work schedule for their particular work area.

Once an employee's schedule is posted, except for those changes covered under other Sections of this Agreement, the manager will discuss any necessary changes in work hours with the affected employee(s) and will make a reasonable effort to address problems raised by the employee prior to implementation.

12.2 Hourly paid employees shall be paid overtime at the rate of one and one-half (1-1/2) times the regular rate of pay for any hours worked in excess of forty (40) hours in any work week. Salaried employees shall be paid in accordance with the Fair Labor Standards Act.

12.3 Only hours worked shall be used for computation of overtime.

12.4 There shall be no pyramiding of overtime.

12.5 All schedules will be posted at least two (2) weeks in advance before the effective date in blocks of at least four (4) weeks.

All schedules shall be posted with actual working hours, whenever possible.

12.6 Unless otherwise requested, weekend rotations will be equitably distributed among the staff in the particular work areas. Employees may request to change weekend rotation schedules when such rotations become available, and such requests shall not be unreasonably denied.

12.7 Qualified employees can sign up to work additional shifts as desired. Employees wishing to work extra time shall make such desires known to the Hospital by placing their name and the times and dates they are available to work on an "extra work list" within each unit/work area. Any employee wishing to have their name removed from the list shall do so in writing. Employees will be assigned from the "extra work list" on an equitable basis and in a manner which meets patient care needs and avoids unnecessary overtime.

When it becomes necessary to replace an employee or increase the number of employees working, the following procedure shall be implemented:

- (a) Utilize bargaining unit employees which will not result in overtime.
- (b) Utilize the "extra work list" as provided above.

(c) Utilize qualified non-bargaining unit employees.

12.8 The Hospital shall continue to maintain current alternate shift arrangements of ten (10), twelve (12), and sixteen (16) hour shifts during the life of this Agreement. The Hospital may create new alternate shifts after appropriate discussion with the Professional Practice and Staffing Committee (PPSC). This Section is not meant to imply that any specific number of these alternate shifts will be maintained during this Agreement or that any specific individual will be guaranteed to work any of these alternate shifts during the life of the Agreement.

The terms and conditions of these alternate shifts which vary from the terms and conditions of this Agreement are defined in Appendices D, E and K.

12.9 During the workday, managers, based upon work load, will make every reasonable effort to grant up to two (2) short break periods in addition to the unpaid meal period.

12.10 Employees shall receive a meal ticket for any additional shift of greater than a four (4) hour block.

12.11 In work areas that are not covered by the inpatient scheduling guidelines, the nurse manager shall meet with the nurses in a given work area upon their request to develop guidelines for that work area.

### ARTICLE 13 NEW CLASSIFICATIONS

13.1 The Hospital may establish new job classifications within the bargaining unit in addition to those now in existence. The Hospital and the Union shall first discuss the matter, including the job description and if the Union does not agree with respect to the rate of pay established for such jobs, the Hospital may institute those proposals subject to the right of the Union to submit the question of the rate of pay for the job to the grievance procedure of this Agreement, beginning at Step Three.

13.2 In the event that the Hospital substantially alters the essential functions of a job, the Union has the right to submit the question of the rate of pay for the job to the grievance procedure of this Agreement, beginning at Step Three.

13.3 If an employee works greater than her authorized hours for a period of

three (3) consecutive months and she desires to be reclassified to the average number of hours worked during this period, she may request such and if reasonable, the Hospital will grant such request.

#### ARTICLE 14 UNIFORMS

14.1 Before the Hospital implements changes in any dress code or uniform policy effecting bargaining unit employees, the Hospital agrees to notify the Union in writing and, upon request, meet with the Union to solicit suggestions and recommendations which will be fully considered prior to implementing any changes.

14.2 The Hospital will continue current practice regarding uniforms for Lifeflight employees.

14.3 Employees who are not required to wear a nursing uniform shall meet with management annually on a departmental basis to review and revise and/or develop a dress code for nurses in those departments.

#### ARTICLE 15 SICK LEAVE

15.1 Regular employees and Casual Float employees authorized to work a minimum of thirty-two (32) hours, are eligible to earn sick leave at the rate of .0385 hours for every paid hour, up to a maximum of 3.077 hours per pay period. The maximum credited sick leave any employee can earn shall be one thousand two hundred (1,200) hours.

15.2 Sick leave hours shall be paid at the employee's base rate of pay.

15.3 *To be eligible for benefits under this Article, an employee who is absent due to illness or injury must personally notify her manager or designee at least three (3) hours prior to an employee's scheduled starting time in departments covered on a twenty-four (24) hour basis, or in accordance with established procedures in work areas opening at a scheduled hour, unless the employee is unable to do so because of serious illness or injury.*

15.4 Regular and Casual Float employees authorized less than thirty-two (32) hours as of October 13, 2003, shall be grandfathered with regard to accrual of

sick time and shall be entitled to accrue sick leave hours in accordance with the accrual schedule listed in 15.1 above.

## ARTICLE 16 FUNERAL LEAVE

16.1 Regular and Casual Float employees who are authorized a minimum of thirty-two (32) hours a pay shall be entitled to paid funeral leave as follows: Eligible employees shall be paid at their base rate of pay for up to twenty-four (24) hours of pay, within a five (5) calendar day period, if scheduled to work, one of which must be the day of the funeral/memorial in the event of the death of her parent, step-parent, grandparent, guardian, wards, spouse, child, step child, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step brother, step sister, son-in-law, daughter-in-law or any relatives or significant other living in the employee's home.

16.2 Regular and Casual Employees authorized to work less than thirty-two (32) hours shall be granted either unpaid leave or accrued vacation time (if grandfathered under the terms of this Agreement) for up to twenty-four (24) scheduled hours within a five (5) calendar day period, one of which is the day of the funeral/memorial in the event of the death of her parent, step-parent, grandparent, guardian, wards, spouse, child, step child, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step brother, step sister, son-in-law, daughter-in-law or any relatives or significant other living in the employee's home.

16.3 Additional time may be granted as unpaid leave upon the discretion of the Hospital and shall not be unreasonably denied.

## ARTICLE 17 UNPAID LEAVE

Employees shall be eligible for the following leaves of absence. While on a leave of absence, employees may use their accrued sick leave where applicable, earned holiday time, and accrued vacation time for purposes of pay and benefit continuation except those employees who elect to receive disability benefits must first exhaust all paid benefit time.

While on a leave of absence it shall be assumed that employees are utilizing their paid benefit time unless they request otherwise.

17.1 Military Leave Leaves of absence for the performance of duty with the United States Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

17.2 Personal Leave Upon request, an employee may be granted a leave of absence of up to six (6) months by the Hospital for personal and compelling reasons not in conflict with the person's employment relationship with the Hospital. Personal Leave shall also include child rearing time following the birth, adoption or placement of a child. If such leave qualifies for FMLA leave, the time taken will also be considered as leave under the FMLA. Employees who take a Personal Leave shall not have their job protected, unless it is required under the FMLA or the Employer has been able to fill the position on a temporary basis. At the end of the Personal Leave the employee shall be returned to her former position, if it is available, otherwise the Employer will facilitate the process and provide the necessary information to assist the employee in finding an available job for which she is qualified. An employee on Personal Leave will receive Hospital paid benefits and continuation of existing health and other insurance benefits, until the end of the month in which the employee goes on leave and/or the paid time off benefits have been exhausted provided that, where applicable, the employee pays her share of the cost.

17.3 Family Illness Leave A leave of absence for the illness of the employee's immediate family, as defined in the Family and Medical Leave Act (FMLA), shall be granted for a period of up to six (6) months, in accordance with the FMLA. An employee who returns from a Family Illness Leave within three(3) months from commencement of the leave, shall be returned to her former position. Thereafter the Employer will facilitate the process and provide the necessary information to assist the employee in finding an available job for which she is qualified. An employee on Family Illness Leave will receive Hospital paid benefits and continuation of existing health and other insurance benefits, until the end of the month in which the employee goes on leave and/or the paid time off benefits have been exhausted or in accordance with the FMLA, whichever is greater, provided that, where applicable, the employee pays her share of the cost.

17.4 Union Business Upon request, an employee may be granted a leave of absence of up to one (1) year if she is elected or appointed to a position with the Union. Leaves under this section shall not conflict with Article 28.2. The Hospital will make reasonable efforts to fill the job on a temporary basis. The employee will be notified and offered a reasonable opportunity to return to her former position prior to such position being filled on a permanent basis. At the end of the Union Business Leave of up to three (3) months, the employee shall be returned to her former position. At the end of the Union Business Leave of greater than three (3) months up to one (1) year, the employee shall be returned to her former position, if it is available, otherwise the Hospital will facilitate the process and

provide the necessary information to assist the employee in finding an available job for which she is qualified. An employee on Union Business Leave will receive Hospital paid benefits and continuation of existing health and other insurance benefits, until the end of the month in which the employee goes on leave and/or the paid time off benefits have been exhausted provided that, where applicable, the employee pays her share of the cost. An employee on a Union Business leave will not have their job protected for up to three months more than once in a rolling twelve (12) month period.

17.5 Educational Leave Upon application and approval by the Hospital, employees with two (2) years or more of service may be granted a leave of absence for up to two (2) years for the pursuit of education courses related to a degreed program in the health care field. Requests for such leaves shall be made in writing to the Hospital at least four (4) weeks prior to the start of such a leave. Such approval shall not be unreasonably denied. Employees who take an Educational Leave shall not have their job protected, unless the Employer has been able to fill the position on a temporary basis. At the end of the Educational Leave the employee shall be returned to her former position, if it is available, otherwise the Hospital will facilitate the process and provide the necessary information to assist the employee in finding an available job for which she is qualified. An employee on Educational Leave will receive Hospital paid benefits and continuation of existing health and other insurance benefits, until the end of the month in which the employee goes on leave and/or the paid time off benefits have been exhausted provided that, where applicable, the employee pays her share of the cost.

17.6 Medical Upon presentation of a physician's certification that an employee must cease working due to an illness or injury, the employee shall be granted an unpaid leave of absence of up to two (2) years.

An employee who returns from a Medical Leave within six (6) months from commencement of the leave, shall be returned to her former position. An employee on Medical Leave longer than six (6) months shall be returned to her former position, if it is available, otherwise the Employer will facilitate the process and provide the necessary information to assist the employee in finding an available job for which she is qualified.

An employee on Medical Leave will receive Hospital paid benefits and continuation of existing health and other insurance benefits, for a period of up to one (1) year from the commencement of the Leave, provided that, where applicable, the employee pays her share of the cost.

The Hospital may require a reasonable verification of such medical condition,

including a physician's certification, which may also be required prior to an employee's returning to work.

17.7 Family and Medical Leave (FMLA) The Employer agrees to provide a covered employee, if eligible for the Family and Medical Leave Act (FMLA), with up to twelve (12) weeks of job protective leave for certain family and medical reasons in accordance with the FMLA of 1993 (Public Law 103-33). In the event that the provisions of this Article of the Collective Bargaining Agreement are more liberal than the Family and Medical Leave Act, it is understood and agreed that it will take precedence over the language in said Act.

17.8 Seniority shall continue to accrue for the full length of time an employee is on an approved leave of absence for any of the above reasons. Employees on an approved Leave of absence shall accrue vacation, and sick time while using paid time off benefits.

17.9 Return from Leave An employee on an authorized leave of absence under this Article shall notify her immediate supervisor of her intention to return to work at least fourteen (14) calendar days prior to the intended date of return.

17.10 Medical Management/Light Duty Every effort shall be made to provide appropriate light duty and return to work programs for employees injured on the job without increasing the workload of other employees. Light duty programs shall be tailored to meet the current restrictions set by the employee's treating physician. Employees working in light duty programs will be paid the rate of the job they perform plus any applicable Workers' Compensation payments and will be returned to a regular work assignment in accordance with the provisions of Section 17.6 above.

## ARTICLE 18 UNION SECURITY AND CHECK-OFF

18.1 All bargaining unit employees on the active payroll, shall become members of the Union or pay a representation fee within thirty-one (31) calendar days after the effective date of this Agreement upon the conclusion of their probationary period and shall thereafter maintain their membership in the Union in good standing or pay the Union a representation fee as a condition of their continued employment. All employees hired after the effective date of this Agreement who successfully complete the probationary period shall, as a condition of employment, join the Union and maintain membership in the Union in good standing or pay a representation fee. Employees who do not sign written authorization for check-off deductions must adhere to the same payment

schedule by making payments directly to the Union.

18.2 For the purposes of this Article, an employee shall be considered a member of the Union in good standing if she tenders her periodic dues uniformly required as a condition of membership.

18.3 An employee who has failed to maintain membership in good standing or pay the representation fee as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his discharge, be discharged if, during such period, the required dues or fees have not been tendered.

18.4 Upon receipt of a written authorization from an employee in the form annexed hereto as Appendix A, the Hospital shall, pursuant to authorization, deduct from the wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's probationary period of employment in the case of new employees, and remit to the Union regular monthly dues/fees, initiation fees and assessments as fixed by the Union.

18.5 The Union agrees that it will indemnify and hold the Hospital harmless against any claim by any person by reason of any action taken under this Article, including the costs of defending against such claim. The Union shall have no monetary claim against the Hospital by reason of failure to perform under this Article.

18.6 The Employer shall remit to the Union, not later than the fifteenth of the month, all deductions for dues/fees, initiation fees and assessments made from the wages of employees for the preceding month, along with the following information for each employee:

- (a) hourly rate;
- (b) number of hours worked and the gross earnings that the dues deduction is based on;
- (c) regular or casual status;
- (d) month the deduction is based on;

(e) name and social security number;

(f) initiation fees listed separately;

(g) assessments listed separately;

(h) check payable to District 1199P/SEIU and sent to 1500 North 2<sup>nd</sup> Street, Harrisburg, PA 17102.

18.7 The Employer agrees to furnish District 1199P/SEIU at 1500 North 2<sup>nd</sup> Street, Harrisburg, PA 17102, copied to the AGH Union Chapter President, each month with the names of newly-hired employees, including all temporary employees, their addresses, home telephone numbers, Social Security numbers, classifications of work, their dates of hire, and names of terminated employees, together with their dates of termination, and names of employees on leaves of absence, together with the dates such leaves of absence began and ended.

18.8 The Employer agrees to make a payroll deduction monthly from an employee's pay for the District 1199P/SEIU Solidarity-Political Action Fund upon written authorization of any employee covered under this Agreement and remit the same by separate check to: District 1199P/SEIU Solidarity-Political Action Fund at 1500 North 2<sup>nd</sup> Street, Harrisburg, PA 17102. Said authorization of any employee shall be in the form annexed hereto as Appendix B.

## ARTICLE 19 HEALTH & WELFARE

19.1 The Hospital agrees to offer to unit employees the Health & Welfare Insurance options, including medical, prescription, dental, vision, AD&D insurance, life insurance, short-term disability insurance, long-term disability insurance and reimbursement accounts as discussed in negotiations and as set forth in Appendix O. The cost sharing arrangement, as detailed in Appendix P, will remain in effect through the term of this Agreement.

The Hospital will not alter these benefits during the life of this Agreement, unless they become unavailable through the insurance carrier.

## ARTICLE 20 PENSION

20.1 During the life of this Agreement, the Hospital agrees to maintain for the

benefit of all bargaining unit employees who work or are otherwise credited with at least one thousand (1,000) hours of service in any plan year, the Retirement Plan under the terms and conditions currently in effect.

20.2 During the life of this Agreement, the Hospital agrees to maintain for the benefit of all bargaining unit employees the 403(b) Retirement Savings Plan currently in effect.

## ARTICLE 21 SEPARABILITY

21.1 In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.

21.2 In the event that any Article or Section of this Collective Bargaining Agreement is held invalid or the enforcement of or compliance with any Article or Section of the Agreement has been restrained under the above paragraph, upon mutual agreement of the parties to this Collective Bargaining Agreement, the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. During the period of invalidity or restraint during such negotiations, there shall be an absolute prohibition against strikes and lockouts over the issue or issues being negotiated and, should the parties fail to agree on a mutually satisfactory replacement for such Article or Section, the matter shall be submitted to binding and final arbitration under the grievance and arbitration procedures outlined herein. In reaching his decision the Arbitrator shall strive to replace the invalid Article or Section with new language that reflects as close as possible the parties' original intent in both wording and principal.

## ARTICLE 22 BENEFITS UPON SEPARATION

22.1 Any employee separated for any reason except just cause, who gives proper notice and works as scheduled during the notice period, shall be eligible for rehire. Proper notice for employees shall mean written notice of separation two (2) weeks (not to include paid time off) prior to their last day of work for hourly employees and three (3) weeks prior to their last day of work for salaried employees.

Any employee who is laid off in accordance with Section 10.5 of this Agreement, and who has not declined a comparable position, may choose within two (2) weeks of layoff with recall rights to receive severance pay according to the following schedule in exchange for giving up her recall rights:

<u>Years of Service</u>		<u>Salary Continuation/Severance Period</u>		
Less than (Non-Exempt)	one	(1)	Two(2) weeks	year
Less than (Exempt)	one	(1)	Three (3)	year weeks
Each partial year of service	additional	full	One (1)	or week
Maximum			Thirteen (13) weeks	

**ARTICLE 23**  
**HEALTH & SAFETY**

23.1 General Duty The Hospital agrees to provide a safe and healthful work environment, free of recognized hazards, for employees and to maintain high standards of work place sanitation, ventilation, cleanliness, light and noise levels, adequate heating and cooling and health and safety in general. No employee will be required to work in any situation which presents imminent danger to the employee. No employee will be discriminated against for exercising any rights under the provisions of this Article. Management will investigate and make every reasonable effort to correct all potentially hazardous working conditions.

23.2 Infectious Disease Control The Hospital will continue to provide the strongest feasible protections to nurses from occupational transmission of blood borne and airborne infectious diseases through the use of engineering controls, work practice controls, personal protective equipment, training and education. The Hospital will continue to maintain a comprehensive program of infectious and communicable disease control and to abide by all reasonable preventative measures and treatment techniques, including all Center for Disease Control (CDC) regulations and guidelines, as well as all OSHA Blood Borne Disease Standards. The Hospital will continue to advise employees when there is known exposure to infectious disease and to direct employees in the appropriate patient care procedures. Employees are required to cooperate with this program and follow proper procedures. The Hospital will continue to protect employees from

bio-hazardous contamination.

23.3 Radiation Exposure The Hospital shall take all reasonable measures to protect employees from illness and injury resulting from exposure to radiation. Any employee who reasonably believes that he/she is exposed to radiation, shall be given a radiation badge to wear, if requested.

23.4 The Employer shall pay for employees' physical exams and all other tests and immunizations required by State, OSHA, or CDC guidelines and/or regulations and/or required by the Employer. The Employer retains the right to select the physician or other health care provider who will conduct such physicals or other tests.

23.5 The Material Safety Data Sheets used at the work site will be prepared and will be made available to employees upon request for all products which have such information.

23.6 Health & Safety Committee The Hospital and the Union agree to form a Health and Safety Committee for bargaining unit employees, not to exceed ten (10) members, comprised of an equal number of Management and bargaining unit employees designated by the Employer and the Union. The Union and the Employer shall co-chair all meetings. The purpose of the Committee shall be to identify and investigate health and safety hazards and preventative measures. Additionally, the Committee will monitor all ongoing health and safety programs, including ergonomics, needlestick prevention, and workplace violence prevention, to assure their effectiveness in minimizing hazardous or unsafe working conditions. Investigation and monitoring shall be understood to include necessary worksite inspections. The Committee shall have authority to make recommendations to correct and/or prevent health and safety hazards.

The Committee will meet at least quarterly and at other times upon request of either side. Each party will submit to the co-chairs for that meeting an agenda of topics to be discussed at least seven (7) calendar days prior to the regularly scheduled meeting. Committee members shall be paid to attend meetings, and to conduct worksite inspections assigned by the Committee during their normal working hours.

23.7 Needlestick Prevention Program The Employer agrees to continue the implementation of a needleless system and/or sharps with engineered sharps injury protection throughout the Hospital. The system shall be implemented, as appropriate, throughout the Hospital as soon as reasonably possible. The Health and Safety Committee shall assist in evaluation and recommendation of

appropriate needleless systems and sharps with engineered sharps injury protections.

ARTICLE 24  
CLINICAL LADDERS

24.1 The parties agree to discuss the development of a Clinical Ladder Program through a subcommittee of the CQPIC.

ARTICLE 25  
RN STAFFING-RECRUITMENT-RETENTION

25.1 Staffing levels The Hospital and the Union recognize the importance of adequate staffing in providing the highest quality of patient care and in ensuring that the highest standards of patient and employee safety are upheld. Staffing levels shall be based on case mix of patients, degree of complexity of care required, average daily census of the unit, the skill of the personnel on the unit, the availability of support and ancillary staff on the unit, and level of activity on the unit.

25.2 Staffing ratios development

(a) The parties agree to review and evaluate staffing issues and nurse to patient ratios for each work area of the Hospital. The Professional Practice and Staffing Committee (PPSC) shall oversee this review and evaluation process and shall establish joint work area-based staffing committees to move this process of review and evaluation forward. This initial process shall begin within ninety (90) days from January 1, 2004, and the parties shall prioritize work areas with particular staffing concerns.

(b) The PPSC and work area-based staffing committees shall review the Hospital's current scope of service documents, and shall have access to all relevant information from the Hospital, including but not limited to patient census numbers, current scope of service documents, agency nurse usage records, overtime work records, patient satisfaction data, nurse satisfaction data, staff retention, vacancy, and turnover information, employee and patient safety related records, information and reports related to sentinel events, and information submitted to JCAHO and to state and Federal regulatory agencies. Representatives of the Hospital or the Union may also introduce relevant documents from outside the Hospital, such as academic scholarship or regulatory standards, for review by the PPSC and/or work area committees. It is

understood that the designated Union staff representative may participate in PPSC and work area-based staffing committee meetings.

(c) The work area-based staffing committees shall be comprised of one (1) work area manager or her designee, one (1) bargaining unit member of the PPSC, and bargaining unit nurses from the work area. The work area-based staffing committees shall solicit input from all nurses in the work area.

(d) It is the intent of the parties to reach mutual agreement on staffing ratios for each work area within one hundred eighty (180) days of the ratification of this Agreement, unless this time frame is mutually extended by the parties, and the parties shall exhaust all efforts to reach mutual agreement. Once the review and evaluation process described in (a), (b) and (c) above is completed, specific staffing ratios recommendations will be presented from the work area-based staffing committees to the PPSC, which will set the ratios by mutual agreement of the Hospital and the Union.

(e) In the event that the parties cannot reach mutual agreement after thoroughly exhausting all efforts to do so, the Hospital shall establish staffing ratios for a given work area, based on the factors set forth in 25.1, taking full consideration of the information, data gathered and hospital business needs presented in the review and evaluation process, and of the input of the staff nurse representatives to the PPSC and work area-based committee for that work area. The initially established staffing ratios shall not be higher (more patients per nurse) than those in effect according to the Hospital's current scope of service document or current practice where no scope of service staffing levels exist.

(f) Once staffing ratios are established through the process set forth above, the Scope of Service documents or similar documents reflecting these ratios shall be posted in the work area, and an official, unified document setting forth the staffing ratios for each work area shall be submitted to and retained by the PPSC.

(g) If significant technological or clinical advances or changes or significant business changes necessitate a change in the established staffing ratios, the Hospital and the Union shall discuss these changes as soon as possible through the PPSC and the relevant work-area based staffing committee(s), and will follow the process set forth in (b) through (f) above. In the extraordinary circumstance that an unforeseen significant business change requires an immediate adjustment in the established staffing ratios, the Hospital shall notify the Union immediately to schedule a meeting within three (3) days to expedite the review and process.

Nothing in this section shall preclude the parties' agreeing to lower the nurse to patient ratios (fewer patients per nurse) based upon ongoing review and evaluation as described in 25.4 below. If there is a change in the established ratios, the posted Scope of Service or similar documents and unified document referred to in (f) above shall be amended accordingly.

### 25.3 Staffing ratios implementation

(a) Once specific staffing ratios are established through the process set forth in 25.2 above, the Hospital shall adhere to the established staffing ratios on a regular, consistent and ongoing basis, and shall adjust the ratios downward (fewer patients per nurse) based upon complexity of care, work area activity, and other relevant factors. The Hospital shall post schedules based upon the ratios in a manner intended to minimize the need to increase or decrease staff once the schedule is posted.

(b) In the event of an unforeseen emergent circumstance that renders the Hospital unable to adhere to the established staffing ratio in a particular work area for an isolated shift or portion of a shift, the Hospital shall take all reasonable steps to bring the work area into full adherence. In the event of such an unforeseen emergent circumstance, the staff nurse(s) shall inform the charge nurse of the work area of the situation in order to attempt to rectify it on a work area level. If unresolved, the staff nurse(s) on duty may declare a Staffing Alert by verbally notifying the charge nurse of the work area and documenting the situation on a form mutually agreed upon by the parties. The charge nurse shall notify the appropriate management representative(s) and the parties involved shall confer immediately to discuss the situation in order to explore and implement all reasonable alternatives to bring the work area into full adherence as soon as possible.

25.4 Ongoing review and evaluation The Professional Practice and Staffing Committee (PPSC), and if appropriate the work area-based staffing committees, shall on an ongoing basis review and evaluate staffing, scheduling, retention and recruitment issues. The work of the PPSC shall include but not be limited to reviewing, evaluating, and issuing written recommendations regarding:

- staffing concerns and trends identified through submission of staffing alert forms;
- establishment of direct staff nurse involvement in the Hospital's recruitment and retention programs and practices; and

- other staffing and patient care related issues that may arise in specific work area(s).

The composition and structure of the PPSC is set forth in Article 26.4 of this Agreement.

**25.5 Training/orientation and use of floated and agency employees** The parties agree that it is in the interest of quality patient care that all staff assigned to a particular unit or work area have proper competencies to perform the tasks they are assigned to perform.

(a) Agency nurses (local or travelers) shall be competent to perform the tasks they are assigned.

(b) The Hospital has the right to temporarily assign nurses on a fair and equitable basis to perform work in areas outside their regular work assignment. Nurses that are temporarily assigned to work areas other than their regular work area will be given assignments which are appropriate to their skill and knowledge level. Any nurse who is qualified may volunteer to be temporarily assigned outside her regular work area.

Any nurse who is temporarily assigned or volunteers to work outside of her regularly assigned work area may request from her Manager/MHO and receive a meal ticket.

**25.6 Compulsory additional work hours (CAWH)** The Hospital and the Union reject the idea of mandatory overtime and mandation. There shall be no CAWH, including mandatory overtime, for any bargaining unit employee, except in the event of an unforeseen emergent circumstance, defined as an unforeseen declared national, State, or municipal emergency; an extraordinary event which is unpredictable or unavoidable and which substantially affects or increases the need for health care services or the complexity of patient care required; or high volume call-offs that significantly affect patient care. In such cases, CAWH, including mandatory overtime, will only be used as a last resort after other resources have been explored and exhausted, including first soliciting volunteers, contacting qualified employees who are on the voluntary overtime list, and seeking the use of per diem/casual staff, and CAWH will be equitably distributed amongst employees. The manager shall track these efforts on a form mutually agreeable to the parties, which shall be kept on file on the work area and made available to bargaining unit employees.

The Hospital shall fill extra work or overtime needs by utilizing the procedures set forth in Article 12.7, and both the Hospital and the Union shall encourage volunteerism. The Hospital and the Union shall upon mutual agreement establish additional incentive programs to encourage volunteerism.

Under no circumstances will an employee be mandated to work a shift of more than sixteen (16) hours. An employee mandated to work a sixteen (16) hour shift will not be required to return to work within nine (9) hours. An employee working CAWH will not be involuntarily pulled from their scheduled work area with recognition that this agreement may impact current pull rotation.

In areas that have scheduling committees, such committees will make recommendations to ensure that the work schedule meets patient care needs and promotes positive and fair employee relations and minimizes the need for extra work and overtime. Specific scheduling practices shall be reviewed for: distribution of vacation hours, utilization of 8-10-12-16 hour shifts, guidelines for scheduling requests, off shift rotations, weekend rotations, and unit based casual scheduling allocations.

The manager responsible and vice president responsible or his/her designee will review the final recommendations of each scheduling committee. The manager is responsible for approving the final work schedule of their particular work area.

25.7 If a work area has the need for a short term reduction in staff, the following principles will be followed in each area, recognizing that each work area may administer these policies in a manner consistent with the area's specific practice and patient care needs.

Pull List Employees from the affected work area will be assigned to work temporarily in a work area that has a need, provided that the temporarily assigned nurse has the appropriate skills and competency to perform the assignment. Employees may volunteer for such temporary assignments otherwise these assignments shall be made on the basis of Hospital seniority, with the least senior in the work area being assigned first. Such assignments shall be made, for all or any part of a shift, on a rotating basis.

Education Time If any nurse has outstanding educational requirements that can be fulfilled on that particular day, the decision may be made to send her to the educational class.

Calling Off/Cancellation If a manager recognizes that the first two options above

will not satisfactorily resolve the issue, then the manager will call off/cancel agency (local or travelers nurses, to the extent that their travelers contract permits with out penalty) prior to calling-off /canceling any bargaining unit nurses. If additional reductions are necessary, she will call off/cancel those nurses who would be working overtime. Thereafter, and no employee volunteers for the call off/cancellation, centralized PDPs will be cancelled next, followed by any unit based casual employees. If additional reductions are necessary, then the manager will call off/cancel the necessary number of nurses, by utilizing a call off list, beginning with the least senior in the work area, by Hospital seniority. Hospital seniority will not be utilized when it is necessary to retain certain employees with specific competencies and skill sets. Such call offs/cancellations shall be made on a rotating basis. Managers/or their designees will make an attempt to call off nurses between two (2) and three (3) hours prior to the start of their shift in work areas covered on a twenty-four (24) hour basis, or in accordance with established procedures in work areas opening on a scheduled hour. If necessary, managers may send employees home prior to the conclusion of their shift.

An employee may choose to take vacation, personal or Holiday time or may take the time as unpaid time.

#### 25.8 Charge Nurses

(a) Bargaining unit employees shall serve as charge nurses on a voluntary basis, with the approval of the work area manager. Employees requesting charge nurse role assignments shall not be unreasonably denied. Management shall not involuntarily assign a nurse to serve in the charge nurse role unless the previously scheduled charge nurse is unavailable or there is an insufficient number of volunteers. The charge nurse role shall be rotated through a fair and equitable system.

(b) In order to ensure an adequate number of trained charge nurses to cover all shifts, the Manager will assess an employees' readiness for charge nurse orientation. The Hospital shall provide a structured orientation program (developed by management working together with staff nurses on the work area) to any bargaining unit employee before she serves as a charge nurse, except when unforeseen circumstances prevent this from occurring.

(c) Charge nurses shall not mandate staff, evaluate, or discipline employees.

(d) Charge nurse responsibilities will be considered when making patient care assignments.

ARTICLE 26  
MISCELLANEOUS

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

26.2 The Employer and Union shall share equally in the cost of printing this Agreement.

26.3 Employees may review the contents of their complete personnel file at reasonable times by arrangement with the Employer. Employees may make written comments in response to disciplinary notice and performance evaluations and such written comments shall remain a permanent part of the document. Employees shall receive copies of all disciplinary notices and performance evaluations.

26.4 The Professional Practice and Staffing Committee (PPSC) shall be established and shall include no more than five (5) representatives from the Hospital and five (5) representatives from the Union. The Committee shall meet monthly at mutually convenient times and places to discuss matters of mutual concern. The PPSC shall on an ongoing basis review and evaluate staffing, scheduling, retention and recruitment issues. Other labor-management issues may be brought to the attention of the Director of Human Resources or his designee. Meetings may be held more or less often at the mutual agreement between the parties. Either party requesting a meeting shall do so in writing and shall furnish a written agenda for the requested meeting at least five (5) days in advance of the scheduled meeting. Additional individuals may attend Committee meetings if necessary to productively deal with Agenda items. There shall be no right to use the grievance and arbitration procedures of the Contract with respect to any unresolved matters, unless the matters submitted to the Committee shall otherwise be subject to the grievance and arbitration procedure of this Agreement. The Hospital shall make its best efforts to arrange coverage to facilitate PPSC members' attendance at PPSC meetings held while they are on duty, and Committee members shall be paid to attend Committee meetings up to a maximum of three (3) hours per Committee member per month.

26.5 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement either party shall do so by letter at the following addresses:

(a) If by the Union to the Hospital, at Attention: Director, Human Resources; 320 E. North Ave., Pittsburgh, PA 15212,

(b) If by the Hospital to the Union, at District 1199P/SEIU, 1500 North 2<sup>nd</sup> Street, Harrisburg, PA 17102, copied to the AGH Union Chapter President.

26.6 No employee shall be subject to retaliation for reporting his or her good faith concerns about potential violations of laws, regulations, standards or policies. Employees making a good faith report will not put their jobs at risk. Every employee who reports a concern will be protected. The intent of this Section is not to protect an employee who files a frivolous or false claim in accordance with this Section.

26.7 All time limits as specified throughout this Agreement shall be deemed to be exclusive of Saturdays, Sundays and Holidays.

26.9 The Hospital agrees to continue to make a reasonable effort to ensure timely transport for employees who rely upon the shuttle service to and from the Hospital's parking lots.

## ARTICLE 27 NON-DISCRIMINATION

27.1 Neither the Hospital nor the Union shall discriminate against any employee on account of race, color, creed, ancestry, national origin, religious belief, sex, sexual orientation, disability, age, Union activity or the decision to refrain from engaging in Union activity.

27.2 The Employer recognizes the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person, including employees, patients, and visitors, engaging in sexual or other harassment in the workplace.

27.3 The use of the female or male gender nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees regardless of sex.

ARTICLE 28  
UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

28.1 Designated Union representatives shall have access to the Employers facilities to conduct relevant Union business as follows: An office on the first floor of Allegheny General Hospital, located next to office #147 in the Snyder Pavilion, and/or another room which is mutually agreeable to the Parties, shall be made available to the Union and its representatives upon reasonable notice to the Director of Human Resources or his designee and Union business will be conducted in this meeting room during such times as designated by the Union. The Employer agrees to allow the Union to place a locked file cabinet in this designated room for use by the Local Chapter Officers, Delegates and Work Area Leaders. Designated Union representatives shall be provided reasonable access to the Employer's premises, upon notice to the Director of Human Resources or his designee, for purposes of investigating and discussing grievances. The Union agrees not to exercise these rights in such a way that interferes with patient care or the orderly operation of the Hospital. The Union agrees that it will not have access to the cafeteria for conducting formal Union business. The Hospital recognizes that the Union will have the same access to the cafeteria afforded to the general public.

28.2 The Hospital will make all reasonable efforts to change the schedule of employees elected as Chapter Officers, Union Delegates, Work Area Leaders and Executive Board members to permit their attendance at Delegate meetings, councils, assemblies and/or Executive Board meetings, provided the Union gives the Hospital thirty (30) calendar days advance notice of such meetings. Such changes to schedules shall not result in overtime. Nothing in this provision shall be construed to limit the number of Chapter Officers/Delegates/Work Area Leaders or Executive Board members who may attend such events, where no extra effort is needed to change schedules or other mutually agreeable scheduling adjustments can be made, including the "trading" of scheduled days of work. The Hospital will not pay for this time off.

The Employer agrees to permit two (2) nurses time off to attend the District 1199P Nurse Council meetings. Such time shall be limited to a total of ten (10) days per year for each nurse. The Hospital will not pay for this time off.

28.3 Union Bulletin Boards The Hospital shall provide one (1) locked bulletin Board for the exclusive use of the Union. The bulletin board shall be 36 inches x 24 inches. The bulletin board shall be placed next to Office #147 in the Snyder Pavilion. In addition, employees shall have the right to post notices regarding the Union in non-work and non-patient care areas such as employee locker rooms, and employee lounges. The Union shall not post materials which are derogatory to the Hospital or any individual.

28.4 Union Officers and delegates shall be permitted reasonable time while on duty to conduct legitimate Contract business if approved by the delegate's manager or the Managers of the Hospital. In no event shall activities be engaged in which interfere with the efficient and proper function of the Hospital. An employee Union delegate intending to go to a work area other than the one she represents must receive permission from her work area manager to leave the department in which she works and the permission of the work area manager of the department she is entering. Such permission shall not be unreasonably denied. Such visits shall not interfere with the normal operations of the Hospital.

28.5 The Union will be given thirty (30) minutes at the end of new employee orientation to address bargaining unit members. This time will be voluntary and unpaid. The Union will be notified at least one (1) week in advance of the date, time, and place of such orientation for new employees of the bargaining unit.

## ARTICLE 29 STAFF DEVELOPMENT/EDUCATIONAL REIMBURSEMENT

29.1 Any hourly paid employee required by the Hospital to participate in or attend training or educational programs which are held at times other than during an employee's scheduled work hours shall be paid the applicable hourly rate of pay. Salaried employees required by the Hospital to participate in or attend training or educational programs which are held at times other than during an employee's scheduled work hours may adjust her work schedule accordingly. The Hospital will make its best efforts to offer mandatory training or educational programs and to schedule other staff meetings at times when employees on all shifts, including night shift employees, can participate during their scheduled work hours. If, despite its best efforts, the program or meeting cannot be offered or scheduled at such times, the Hospital will disseminate in a timely manner minutes and other materials from the program or meeting to any employees who were unable to attend.

29.2 Tuition Reimbursement The Hospital shall reimburse active, eligible regular and Casual Float employees who pursue higher education through college (including community college) or university accredited courses which are reasonably related to the recruitment needs of the Hospital and result in a degree. Employees shall request approval for tuition reimbursement as soon as practicable, prior to beginning such educational course. Whenever possible the Hospital shall respond within ten (10) days after receipt of request form. The Hospital shall not unreasonably deny any such request. Once a request has been approved it may not be rescinded. To be eligible an employee must have completed twelve (12) months of service and continue to be an active employee through the completion of any such educational course.

The Employer shall reimburse eligible active employees at one hundred percent (100%) of tuition, up to a maximum of three thousand dollars (\$3,000) per calendar year for full-time employees and one thousand five hundred dollars (\$1,500) per calendar year for part-time employees. In order to receive such tuition reimbursement an employee must provide evidence that the course has been successfully completed with a "C" grade or better, or if no grade has been issued, that the minimum standard for the course has been met or exceeded.

The Hospital shall continue the Tuition Refund Program for new graduates, based upon the tuition reimbursement program set forth above.

29.3 Trauma Required Certification For any bargaining unit nurse who is required to obtain and/or maintain certification as required by the Pennsylvania Trauma System and is selected by the Hospital to obtain/or maintain such certification, the Hospital shall:

- (a) pay or reimburse the full cost of the appropriate exam.
  
- (b) pay or reimburse the nurse for the cost of the appropriate Association membership so that the nurse can take the appropriate exam without any out of pocket expense with regard to the testing fee. The decision to pay or reimburse the employee for the cost of the appropriate Association membership shall be made by the Hospital at its discretion.
  
- (c) pay up to sixteen (16) hours of supervised training time at the nurse's appropriate wage rate.
  
- (d) provide adequate training materials.
  
- (e) pay for the time to take the exam up to four (4) hours at the nurse's appropriate wage rate.

29.4 The Hospital agrees to make reasonable efforts to work with nurses to arrange their scheduling in order to pursue and attend educational programs as referred to in this Article, and to make such opportunities available to employees on a rotating and equitable basis.

29.5 To encourage salaried bargaining unit nurses, to participate in professional development and continuing education programs the Hospital agrees to pay salaried bargaining unit nurses who are selected to teach Hospital

sponsored courses including CPR, ACLS, PALS, and PHTLS, etc. outside their scheduled work hours at the appropriate honorarium rate. Hourly paid bargaining unit nurses shall be reimbursed for such work pursuant to Section 29.1 above. The Hospital will make reasonable efforts to make it possible for staff nurses, including hourly employees, to teach such Hospital sponsored courses.

29.6 The Hospital shall provide up to fifty dollars (\$50) per work area per year for Clinical Educational Specialists for the purpose of purchasing educational supplies.

### ARTICLE 30 EMPLOYER INITIATIVES AND JOB SECURITY

30.1 Both the Union and the Hospital recognize that changes in the health care industry may impact employment. In recognition of these possible changes, the Hospital agrees to discuss the effects of any sales, mergers, acquisitions, consolidations, future facilities, expansion and other Hospital initiatives on the employment security of the represented employees with the Union.

30.2 When the Hospital makes a decision to implement plans with respect to any of the foregoing issues, the Hospital shall notify the Union in writing, at least thirty (30) days before implementing its decision. Upon request, the Hospital shall meet with the Union to discuss the effects of the decision upon bargaining unit employees. In order to promote mutual cooperation, the Hospital shall provide the Union with any requested information which is necessary and relevant to its discussion regarding the reasons for the decision and the effects of the decision on the employment security of bargaining unit employees. While retaining the right to implement the plan, the Hospital agrees to consider Union proposals to minimize the effects of the plan on the employment security of bargaining unit employees.

30.3 Prior to implementing changes as discussed in 30.1 and 30.2 above, all issues identified during the process will be thoroughly discussed and the parties shall fully consider the impact of any such changes on the ability of the Hospital to continue to provide high quality patient care in a safe and efficient manner.

30.4 The Hospital agrees, if an employee accepts a position at another West Penn Allegheny Health System facility, as a result of her job being eliminated or transferred, her bargaining unit seniority will be frozen as of the date of her transfer and she may utilize such seniority to apply for vacant jobs at the Hospital for a two (2) year period. Thereafter the frozen seniority may not be used for purposes of job bidding, however if the employee successfully applies for an

open position and returns to the bargaining unit, her frozen seniority will be reinstated.

30.5 No employee shall be involuntarily transferred to or required to work at another WPAHS facility. The Hospital shall not prohibit employees who choose to do so from voluntarily working at other WPAHS facilities.

ARTICLE 31  
ACHIEVING MAGNET STATUS /  
COMMUNICATIONS, QUALITY, AND PERFORMANCE IMPROVEMENT  
COUNCIL (CQPIC)

31.1 Both parties have a common interest in working together to improve the quality of patient care. The parties agree to establish the Communications, Quality and Performance Improvement Council (CQPIC) to pursue and achieve Magnet Status for the Hospital.

31.2 The parties recognize that Magnet Hospitals have been shown to have more success than other hospitals in recruiting and retaining nurses, who are attracted to a culture that offers them mutually respectful relationships with doctors, a high degree of control over their work, and a supportive work environment. Research shows that Magnet Hospitals have lower nurse turnover, vacancy and burnout rates, better patient outcomes, improved nurse to patient ratios, and increased levels of patient and nurse satisfaction.

31.3 The parties agree to jointly seek formal recognition for AGH as a Magnet Hospital, according to the procedures outlined by the American Nurses Credentialing Center. The application shall be submitted as soon as possible, initiation of the gap analysis shall begin within three (3) months of the ratification of this Agreement. Every effort shall be made to complete the recognition process by the expiration of this Agreement.

31.4 The work of the CQPIC will focus on jointly launching, designing, overseeing, monitoring, implementing, and supporting the efforts to achieve Magnet Hospital recognition. Once this application process is underway and/or the recognition process is concluded, the CQPIC shall review its mission and, upon mutual agreement of the parties, may broaden its focus to include jointly launching and overseeing new projects or initiatives to improve the quality of patient care and nurses' work environment.

31.5 The CQPIC will meet at least bi-monthly at a regular time and place that

are mutually agreeable. Meetings may be held more often at the mutual agreement of the parties, as necessary to ensure that the work of the Council is moving forward as effectively and rapidly as possible. Members shall include no more than five (5) representatives of the Union and five (5) representatives of the Hospital, and all members shall have direct responsibility for patient care and/or quality improvement. Additional individuals may attend Council Meetings to assist in the work of the Council.

31.6 The CQPIC shall review progress on a monthly basis and provide any leadership and assistance necessary to keep the Magnet recognition process moving forward.

31.7 The Hospital shall make its best efforts to arrange coverage to facilitate CQPIC members' attendance at CQPIC meetings held while they are on duty, and Council members shall be paid to attend Council meetings up to a maximum of three (3) hours per Council member per month.

**ARTICLE 32**  
**DURATION**

32.1 This Agreement shall be in full force and shall be and remains operative and binding upon the parties, their successors or assigns, from the 14th day of October 2003, through 11:59 PM on October 13th, 2006.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_.

District 1199P, Service Employees  
Hospital  
International Union, AFL-CIO

Allegheny

General

\_\_\_\_\_

\_\_\_\_\_ For the

\_\_\_\_\_

\_\_\_\_\_ Date

APPENDIX A  
APPLICATION FOR MEMBERSHIP  
APPLICATION FOR REPRESENTATION STATUS

APPENDIX B  
SOLIDARITY-POLITICAL ACTION CHECK-OFF CARD

APPENDIX C  
ISSUES

Per Diem Pool Nurse Issues Per Diem nurses shall not be required to work split shifts with recognition that this agreement may impact the current cancellation procedure.

Life Flight Nurse Issues The Hospital shall provide reasonable time while on duty at the AGH base for Lifeflight nurses to complete mandatory requirements. These requirements shall be exclusive of certification requirements and shall include but not be limited to annual health physical exam, audiology testing, lift testing, and OR intubations.

Operating Room Nurse Issues OR Service Coordinators may be required to cover for the permanent Charge Nurse positions as needed. Other qualified bargaining unit nurses may be assigned on a voluntary basis. No change to status quo regarding OR nurses covering for permanent Charge Nurse positions.

Labor and Delivery Nurse Issues The Hospital agrees to maintain the current "On Call" policy for nurses in Labor and Delivery, according to the guidelines as discussed during negotiations.

Parking During the life of this Agreement, bargaining unit employees shall not pay more than the following for parking:

Reedsdale Parking Lot	\$24.00	per	month
Hemlock Parking Garage	\$78.00	per month	

These rates will remain in effect for the duration of this Agreement.

APPENDIX D  
TEN HOUR SHIFT AGREEMENT

Section 11.2 Shift differential will comply with present policy as contained in Appendix I, herein.

Section 12.1 The normal full-time work week shall consist of four (4) ten-hour workdays. Time used for meals shall not be considered as time worked.

Sick Time and Vacation Time Payments Sick and vacation time off will be paid at the employee's base rate, on the basis of ten (10) hours per day. A normal full-time employee's block of a week's vacation shall be deducted as forty (40) hours from the vacation balance.

Funeral and Jury/Court time payments Funeral Leave will be paid at the employees base rate, based upon the employees scheduled hours for that day(s), not to exceed a total of 24 hours. Jury/Court leave will be paid at the employee's base rate on the basis of the employees scheduled hours for the day(s) served.

APPENDIX E  
TWELVE HOUR SHIFT AGREEMENT

Section 11.2 Shift differential shall be paid according to present policy as contained in Appendix I, herein.

Section 12.1 The normal full-time work week shall consist of two (2) twelve (12) hour shifts and two (2) eight (8) hour shifts, or three (3) twelve (12) hour shifts, or another combination with a minimum of thirty-six (36) hours which may or may not include twelve (12) hour shift(s) in a work week. Time used for meals shall not be considered as time worked.

Sick Time and Vacation Time Payments Sick and vacation time off will be paid at the employee's base rate, on the basis of the employee's scheduled time for that day. A full-time employee's block of a week's vacation shall be deducted on the basis of the employee's normally scheduled hours for that work week.

Funeral and Jury/Court time payments Funeral Leave will be paid at the employees base rate, based upon the employees scheduled hours for that day(s), not to exceed a total of 24 hours. Jury/Court leave will be paid at the employee's base rate on the basis of the employees scheduled hours for the day(s) served.

APPENDIX F  
MISCELLANEOUS  
CONTINUING PRACTICES

The Hospital agrees to the following practices during the term of the parties' Collective Bargaining Agreement:

1. The Hospital will continue to charge bargaining unit employees the lower tier of the two tier pricing structure currently in use in the Hospital cafeteria as long as such pricing structure remains in existence.
  
2. The Hospital will continue to make payroll deductions to the credit union.
  
3. The Hospital will continue current practice regarding travel pay for nurses in Lifelight.
  
4. Voluntary Additional Work Hours: If a nurse agrees to work voluntary additional hours to cover a shift or part of a shift on her scheduled time off, she will not be mandated to work additional hours that day absent a Standby or Disaster.

This Side Letter shall be attached to and made a part of the current Collective Bargaining Agreement between the parties.

District                      1199P,  
International Union, AFL-CIO, CLC

Service                      Employees  
Allegheny General Hospital

\_\_\_\_\_

\_\_\_\_\_ For the

\_\_\_\_\_

\_\_\_\_\_ Date

APPENDIX G  
STIPEND FOR SALARIED EMPLOYEES

Effective November 30, 2003, the Hospital agrees to pay stipends for additional work hours for salaried employees who work outside their work area as a staff nurse in two hour blocks of time. In addition, Life Flight nurses will be eligible for Stipend for working within their own work area and also for "burn time" of two (2) hours or more. In order to be eligible for stipends an employee must work a minimum of a two (2) hour block as follows:

2 Hours	\$	75.00
4 Hours	\$150.00	
6 Hours	\$225.00	
8 Hours	\$300.00	
etc.		

There will be no cap on the amount of two (2) hour blocks of additional work hours and thus additional stipend payments an eligible employee may be entitled to receive.

This Side Letter shall be attached to and made a part of the current Collective Bargaining Agreement between the parties.

District 1199P,  
International Union, AFL-CIO, CLC

Service Employees  
Allegheny General Hospital

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Date

APPENDIX I  
SHIFT DIFFERENTIAL

POLICIES &  
ALLEGHENY GENERAL HOSPITAL

PROCEDURES

SUBJECT: Shift Differential  
POLICY NO.: 2-203  
ORIGINAL DATE: 09/01/85  
DATE OF REVIEW: 07/07/00

I. POLICY

Allegheny shall provide shift differential to an employee who performs work during the designated period and who qualifies under this policy.

It is the intent of this policy to compensate an eligible employee for performing shift work in recognition that this assignment may be less desirable.

II. DEFINITIONS

A. Shift Differential

Shift differential is defined as a specific rate for performing shift work during the designated period.

B. Designated Period - Shift Work

The designated period for shift work is defined as the sixteen (16)- hour period which commences at 1500 hours (3:00 p.m.) and ends at 0700 hours (7:00 a.m.).

C. Steady

Steady is defined as an assignment which results in five (5) or more consecutive hours worked each day falling within the designated period for shift work.

#### D. Rotating

Rotating is defined as an assignment which results in less than five (5) consecutive hours each day worked falling within the designated period for shift work.

#### E. Necessary Coverage

Necessary coverage is defined as relieving for an employee on sick leave or vacation and/or other compelling reasons which require a change in the normal and customary hours of work.

### III. RESPONSIBILITIES

#### A. Employee

An employee is responsible for working his/her assigned schedule, inclusive of shift work, and for contacting his/her supervisor with any questions concerning this policy.

#### B. Supervisor

The supervisor is responsible for administering this policy and for informing an employee of the regulations and procedures which govern shift differential. The supervisor is also responsible for verifying eligibility for the applicable differential and for the accuracy of the time card.

#### C. Human Resources Department

The Human Resources Department is responsible for the interpretation of this policy and for assisting the supervisor in responding to questions concerning its administration.

### IV. REGULATIONS

A. Eligibility for Shift Differential

1. Regular, temporary and casual status employees are eligible for shift differential.
2. A contract employee is not eligible for shift differential.
3. Members of supervision, regardless of employee status, are not eligible for shift differential.
4. An eligible employee shall be compensated for shift differential only for shift work within the designated period, between 1500 hours (3:00 p.m.) and 0700 hours (7:00 a.m.), provided that five (5) or more consecutive hours are worked within this period.

B. Compensation - Shift Work/Rotating

The following stipulations apply to employees designated as rotating:

1. An eligible employee receives shift differential at the designated amount for regular shift hours worked.
2. An eligible employee receives shift differential at the designated amount or overtime shift hours worked.
3. An eligible employee receives shift differential at the designated amount for shift hours worked on a recognized holiday. Refer to Policy 1-107, Holidays.
4. Contact the Human Resources Department for more information on the designated amounts.

C. Compensation - Shift Work/Steady

The following stipulations apply to employees designated as steady:

1. An eligible employee receives shift differential at the designated amount for the regular shift hours worked.

2. An eligible employee receives shift differential at the designated amount for overtime shift hours worked.

3. An eligible employee receives shift differential at the designated amount for shift hours worked on a recognized holiday. Refer to Policy 1-107, Holidays.

4. Contact the Human Resources Department for more information on the designated amounts.

**Shift Differential Program**

	Evening/Night	
	Rotating	Steady
Clerical/Support	\$0.55	\$0.65
Technical	\$0.75	\$0.85
Professional	\$1.00	\$1.15

**D. Compensation - Additional Stipulations**

Shift differential is paid only for regular hours worked, overtime hours worked and hours worked on a recognized holiday. It does not apply to benefits which provide paid time off (e.g., vacation), to other time not worked (e.g., on-call) or to other premiums (e.g., on-call overtime, call-in/emergency call-in).

V. PROCEDURES

A. Determining Rotating Versus Steady

1. The supervisor shall determine the employees to be assigned as rotating or steady.
2. A steady employee who, for the necessary coverage, is occasionally assigned as rotating shall be assigned as rotating.

B. Notification and Documentation

1. Supervision shall inform each employee of his/her designation.
2. Supervision shall complete an Employee Profile form for each employee who experiences a change in assignment (from rotating to steady or from steady to rotating). The Employee Profile form shall be forwarded to the Human Resources Department no later than the effective date of the change.

APPENDIX J  
ON-CALL/CALL-IN

POLICIES AND PROCEDURES  
ALLEGHENY GENERAL HOSPITAL

SUBJECT: On-Call/Call-In  
POLICY NO.: 2-204  
ORIGINAL DATE: 09/01/85  
DATE OF REVIEW: 03/28/00

I. POLICY

Allegheny shall maintain a system which provides for uninterrupted services and continuous operation of essential services.

The intent of this policy is to establish guidelines for compensating an eligible employee for being available for work, or performing work, in addition to his/her normal work schedule. Furthermore, this policy is intended to reaffirm Allegheny's commitment to comply with relevant laws and regulations.

II. DEFINITIONS

On-Call

1. On-call shall be defined as the assigned hours an employee is available for work within a reasonable time frame, not required to remain on Allegheny's premises and free to pursue personal interests.

A. Call-In

1. Regular Call-In Regular call-in shall be defined as the hours an employee is performing work following notification to report for work from assigned on-call.

2. Emergency Call-In Emergency call-in shall be defined as the hours an employee is performing work due to unexpected circumstances such as flood.

### III. RESPONSIBILITIES

#### A. Employee

An employee is responsible for observing the regulations set forth and for contacting a supervisor with any questions concerning this policy.

#### B. Supervisors

Supervisors are responsible for communicating this policy to employees and for administering this policy according to the regulations and procedures identified herein.

#### C. Human Resources Department

The Human Resources Department is responsible for the interpretation of this policy and for assisting supervisors with its administration.

### IV. REGULATIONS

#### A. Eligibility for Compensation

An employee who is eligible for "overtime" is also eligible for compensation due to on-call, call-in, or emergency call-in.

#### B. On-Call Compensation

a. an employee who is available for on call work shall be compensated

b. On-call hours shall not be counted as "hours worked" in determining e

#### C. Call-In Compensation

1. Regular Call-In An employee who performs work due to a regular call-in

2. Emergency Call-In An employee who performs work due to an emergency call-in shall be compensated at the premium rate of one and one-half times

3. An employee who is called in shall receive a minimum of one (1) hour compensation.

D. On-Call Provisions

1. In order to provide uninterrupted services and/or maintain essential operations

2. An employee assigned to on-call work shall be available either by a paging device or by leaving a telephone number where he/she can be reached.

E. Call-In Provisions

1. An employee is required to report for work when notified of a regular call-in or emergency call-in.

2. Allegheny reserves the right to assign an employee to other than his/her regular assignment

F. The Employer shall provide call rooms for employees in the Operating Room and Cath Lab. Other requests for on-call rooms shall be brought to the MHO's attention.

G. Disciplinary Action

An employee who fails to observe the regulations as described in this policy shall be subject to disciplinary action.

V. PROCEDURE

Supervisors should contact the Human Resources Department with questions regarding the administration of this policy.

APPENDIX K  
SIXTEEN HOUR SHIFT AGREEMENT

Section 11.2 Shift differential shall be paid according to present policy as contain in Appendix I, herein.

Section 12.1 The normal full-time work week shall consist of two (2) sixteen hour shifts or two sixteen hour (16) shifts and one eight (8) hour shift, or any combination thereof. Time used for meals shall not be considered as time worked.

Sick Time and Vacation Time Payments Sick and vacation time off will be paid at the employee's base rate, on the basis of the employee's scheduled time for that day. A full-time employee's block of a week's vacation shall be deducted on the basis of the employee's normally scheduled hours for that work week.

Funeral and Jury/Court time payments: Funeral Leave will be paid at the employees base rate, based upon the employees scheduled hours for that day(s), not to exceed a total of 24 hours. Jury/Court leave will be paid at the employees base rate on the basis of the employees scheduled hours for the day(s) served.

APPENDIX L  
ADDITIONAL WORK HOURS INCENTIVE

Effective November 30, 2003 all Regular, Part-Time, Unit Based Casuals, Per Diem Casual and Casual Float non-exempt nurses will qualify to receive an Additional Work Hour Incentive ("Incentive Pay") on a biweekly basis based on the following criteria:

For the purpose of Incentive Pay calculation, On-Call pay will be excluded. Sick hours occurring in the same week as the additional shift will be excluded, however, if sick time occurs in the week where the additional shift does not occur, the Incentive payment will be made.

Incentive Pay hours will be based on the greater of:

1. A work shift consisting of a minimum of 4 additional worked hours [two (2) hours for Operating Room, Surgery Center, Radiology, Cath Lab, EP Lab, GI Lab, Cardiac Lab, CLU nurses] over base authorized hours established as of October 14, of each year of this Agreement, or any subsequent increase to authorized hours or;
2. A minimum of 24 paid hours in a pay period before an additional shift is worked will be considered for Incentive payments.

There will be no cap on the amount of additional work hours and thus additional Incentive payments an eligible employee may be entitled to receive.

Incentive payments will be made for the eligible additional shift if the employees regular scheduled shift is cancelled and they worked an additional shift. This will not apply for switches of days.

Payments will be made at a rate of \$8.00 per hour.

If the employee works beyond the intended end time of the additional shift, incentive payment will continue to be paid at the same rate per hour until the end of the shift.

The Incentive payment will be made bi-weekly as a line item on the employees

pay check.

This program will be in effect for the duration of the current Agreement.

Present Incentive Program will continue until November 29, 2003.

APPENDIX M  
PER DIEM POOL (PDP) NURSES, CASUAL/FLOAT NURSES, WILL CALL  
NURSES, UNIT-BASED CASUAL NURSES, WEEKEND CASUAL NURSES,  
AND VOLUNTARY ON-CALL PROGRAM

The parties recognize the critical contribution that Per Diem Pool (PDP) and Casual/Float nurses make to meeting the staffing needs of the Hospital and to the delivery of the highest quality of care to the patients of AGH, as well as the value that PDP and Casual/Float nurses place on their scheduling flexibility. The parties also recognize that ensuring an adequate pool of bargaining unit PDPs and Casual/Float nurses is a key element of implementing the contractual provisions on Compulsory Additional Work Hours (CAWH), including mandatory overtime; the contractual agreements on nurse staffing; as well as the commitment to eliminate the use of travelers nurses at AGH. Therefore, the parties agree to the following:

1. Recognizing that the utilization of travelers nurses is a costly means of staffing the hospital, the Hospital is fully committed to achieving the goal of eliminating travelers nurses from AGH as soon as possible.
  
2. The Hospital commits to expanding the number of full time equivalent (FTE) PDPs and Casual/Float nurses and agrees that any transfer of bargaining unit nurses into or out of these job classifications shall take place on a strictly voluntary basis.
  
3. The Hospital shall establish a Weekend Casual program within one hundred twenty (120) days of the ratification of this agreement. Weekend Casual nurses shall have a minimum requirement of forty-eight (48) authorized hours per pay period, all of which shall be scheduled between 11 am Friday and 7 am Monday. Weekend Casual nurses shall be permitted to access medical, dental, and vision benefits on the same basis as full-time employees and pension and retirement benefits on the same basis as other casual employees. Weekend Casual employees shall receive premium pay for Holidays but shall not be eligible for an additional day off, as per the current practice for other casual employees. The Hospital, in consultation with the Union, shall determine scheduling guidelines for Weekend Casual nurses, including a reasonable number of minimum days off per year, prior to the start of the program. Weekend Casual nurses may volunteer to work additional hours during the week; hours worked during the week shall be paid at the Weekend Casual rate of pay. PDP and Casual/Float nurses shall be given first opportunity to bid in to Weekend Casual positions, according to the provisions of Article 10.6 of this Agreement. After PDP and Casual/Float nurses have had an opportunity to bid into these positions, all other bargaining unit nurses shall be permitted to bid into these

positions, according to the provisions of Article 10.6 of this Agreement.

4. The Hospital shall establish a Voluntary On-Call program within one hundred twenty (120) days of the ratification of this agreement. The Hospital, in consultation with the Union, will establish guidelines for the Voluntary On-Call program. The Hospital will issue a listing of available on-call hours, and nurses shall have the opportunity to sign up for on-call hours in minimum four (4) hour blocks. Nurses must be prepared to float within at least one (1) clinical float team. Nurses shall be called in based upon team needs according to Hospital seniority. On-Call and Call-In compensation shall be paid according to the On-Call/Call-In policies as set forth in Appendix J. The Voluntary On-Call program shall be open to all hourly bargaining unit nurses.

5. The Hospital shall continue to utilize the Casual/Float program and the Unit-Based Casual program. The Hospital will review and evaluate the scheduling guidelines for Unit-Based Casual nurses in consultation with nurses on each unit, through the scheduling committee where established. Casual/Float employees shall have their schedules generated and shall follow Department of Nursing Scheduling Guidelines.

6. PDP Nurse Program

(a) PDP nurses shall have the following requirements, which shall be enforced:

Team 6 employees are not required to work weekend or holiday shifts. All PDP nurses are required to work one non-traditional holiday, which will include Easter, Mothers Day, Fathers Day, or Halloween.

(b) Hours worked from 3 pm Friday through 7 am Monday shall be considered weekends for purposes of meeting weekend requirements. Hours worked after 3 pm on the 11 am to 11 pm shift shall be considered off tour. Hours worked off tour on Friday in excess of the Friday requirement shall be counted towards the weekend requirement.

(c) The off tour and weekend requirements shall be based upon hours worked.

7. PDP nurses shall have the right to change their scheduled shift up to seventy- two (72) hours prior to the start of the shift, a maximum of three (3) times in a monthly schedule. Schedule changes made to assist in meeting staffing needs shall not count toward the maximum three (3) schedule changes.

#### 8. PDP Scheduling Process

(a) The Hospital shall issue to PDP nurses a staffing grid two (2) weeks prior to the start of the monthly schedule that shall indicate the open shifts that need to be filled in each team, in order to facilitate PDP nurses developing their schedules in a manner that matches the actual staffing needs of the Hospital.

(b) PDP nurses shall have one (1) week to submit their schedules following the issuance of the staffing grid, and the Hospital shall post final schedules as soon as possible following this one (1) week period.

(c) PDP nurses may establish a PDP Scheduling Committee, consisting of one (1) member of management and three (3) PDP nurses on behalf of the Union who shall be representative of the affected clinical teams. PDP Scheduling Committee shall review and monitor the process of issuing the staffing grid and developing the PDP schedule. Nurses serving on the PDP Scheduling Committee shall be paid for Committee work as per the provisions of the Agreement regarding scheduling committees.

9. Nurses who are requested by management to change a weekend shift to

weekday to assist with staffing needs shall not be penalized with regard to the schedule change policy in section 7 above nor with regard to meeting their weekend requirements.

10. In the event there is a need to call off or cancel shifts under the provisions of Article 25 of the collective bargaining agreement, the Hospital shall cancel local agency nurses and travelers nurses (to the extent that their competency and travelers contract permits without penalty) prior to canceling any PDP nurses. If there is a need to cancel PDP nurses, the Hospital shall follow the following cancellation order based upon team needs within the job classifications and categories covered by this Appendix, on a rotating basis by Hospital seniority: nurses working overtime first, followed by Will Call nurses (after they have met their eight (8) authorized hours), followed by PDP Nurses, followed by Casual/Float nurses, followed by Weekend Casual nurses during the weekend. Weekend Casual nurses who wish to schedule extra hours during the week shall do so by use of the extra work list. During the week, if a need arises to cancel nurses, Weekend Casual nurses shall be canceled second after nurses working overtime.

11. The Hospital shall maintain and expand the Will Call nurse program. Will Call nurses shall be authorized eight (8) hours per pay period. Will Call nurses will call into the Staffing Office when they are available, and are permitted to call twenty-four (24) hours prior to the beginning of the available shift.

12. The Hospital shall review the scheduled hours of PDP nurses on a monthly basis. PDP nurses that have consistently worked more than twelve (12) hours per pay period above their authorized hours over a quarter shall be required to adjust their weekend and off tour requirements upward in the subsequent quarter. Hours worked as part of the Voluntary On-Call program shall not be counted toward this policy. PDP nurses shall be permitted to flex their authorized hours up or down without penalty with the approval of their manager (e.g. school nurses flexing their hours up over the summer shall not be required to meet the higher weekend and off tour requirements in the fall).

13. The practice of contracting nurses from the job classifications and categories covered by this Appendix to specific units shall be minimized to the greatest extent possible.

14. The grandfathering of PDP nurses regarding the off tour requirement shall be discontinued.

15. The PDP Scheduling Committee shall review and monitor the PDP

program on a regular basis and may make recommendations regarding changes to the program, including but not limited to the minimum scheduling requirements. No change to the terms of this Appendix shall be made without the mutual written agreement of the Hospital and the Union.

APPENDIX N  
OPERATING ROOM  
PHASE OUT OF COMPULSORY ADDITIONAL WORK HOURS

The Hospital is committed to eliminating compulsory additional work hours (CAWH), including mandatory overtime in the Operating Room (OR) except in the event of unforeseen, emergent circumstances, in accordance with Article 25 of the labor agreement and which also include the completion of OR procedures already in progress. Recognizing the issue of significant unfilled vacancies in the OR, the Hospital and Union agree to the following to ensure adequate staffing and fair and consistent scheduling guidelines in the effort to eliminate CAWH in accordance with Article 25:

1. The Hospital will establish an OR Per Diem Pool Program. The Hospital and the Union shall meet as soon as possible following the ratification of this agreement to establish the terms and conditions of the OR Per Diem Program, and the Hospital, in consultation with the Union, shall establish guidelines for the OR Per Diem Pool Program.
2. The Hospital shall evaluate the feasibility of an OR Weekend Casual Program utilizing the same terms and conditions as the Weekend Casual Program established for the Hospital at large. Such evaluation will be completed within sixty (60) days following the ratification of this agreement.
3. The OR will continue to actively recruit and hire staff for currently available hours and shifts.
4. The OR Scheduling Committee will work with management to establish a balanced staffing schedule, taking into consideration the utilization of eight (8), ten (10), twelve (12), and sixteen (16) hour shifts. All current staff will have the opportunity to bid for hours according to seniority and new staff will be placed according to need. This process will be reviewed by the OR scheduling committee quarterly.
5. The OR Director and/or his/her designee, in conjunction with representatives from Anesthesia and Surgery, will evaluate the surgical schedule daily in order to maximize OR efficiency to minimize the need for extra work hours and overtime. Recognizing the value of consistency, the Hospital is committed to recruiting and scheduling a steady daylight shift OR Charge Position to assist in this process.

6. The Hospital will post a list of core staff needs at the time that the staff schedules in the OR are approved. On-call shifts for such core staff needs will be posted in two (2) and four (4) hour blocks and will be paid as on-call time. On-Call staff will be released as soon as their assignment is completed. When OR staff are released from their on-call responsibility, they will not be required to return to the hospital to complete their on-call shift assignment. All core on-call shifts will be paid a minimum of the equivalent of two (2) hours on-call pay regardless if released prior to the completion of the two hour period. Time worked will be paid at call-in rates.

7. Core on-call shifts will first be filled on a voluntary basis. Remaining uncovered core on-call shifts will be assigned on a rotating, equitable basis and all volunteered shifts will be counted towards such rotation. Assigned core on-call shifts shall be used to finish cases and/or start emergent cases. All assigned on-call employees are to be released from their assignment as soon as possible.

8. The Hospital and Union agree to work jointly to address OR operational issues including performance improvement initiatives aimed at reducing turn-over time, ensuring quality of care and improving service excellence in the OR.

9. The Hospital is committed to eliminating all CAWH except in emergencies, including non-voluntary core schedule on-call time. The Hospital and Union have agreed upon March 31, 2004 as the target date to achieve the initiatives set forth in this Appendix. In the event that the actions described in this Appendix have not succeeded in achieving the goal set forth by this target date, the parties agree to continue this agreement and work towards the objectives of this Appendix. The parties shall meet at least quarterly to jointly work to achieve elimination of CAWH except in the event of unforeseen, emergent circumstances and in accordance with Article 25 of the labor agreement.

10. The Hospital will establish an OR Core Schedule On-Call Program. The Hospital, in consultation with the Union, shall establish guidelines for the implementation and use of the OR Core Schedule Program.

**The following are the minimum guidelines:**

- Overtime will not be used for the purpose of "moving schedules" throughout the day unless OR staff agree to work such overtime;
- Core On-call staff are to be relieved as soon as possible.

In the event of an unforeseen emergent circumstance, such overtime staff shall be relieved first, followed by Core on-call staff, followed by regularly scheduled staff;

- Core On-call staff will be released as soon as possible. When OR staff are released from their on-call responsibilities, they will not be required to return to the Hospital. All Core on-call OR staff will be paid a minimum of the equivalent of two hours on call pay even if released early;
- Core on-call shifts will first be filled on a voluntary basis. Remaining uncovered Core on-call shifts will be assigned on a rotating, equitable basis and all volunteered shifts will be counted towards such rotation;
- A mutually agreed upon Overtime Tracking Form will be used to trend overtime patterns;
- Core On-Call staff will not be used to provide the running of a 2<sup>nd</sup> OR room with the same surgeon except for prescheduled or blocked rooms.
- Assigned Core On-Call staff are not obligated to stay for two hours. The shift shall be used to finish cases and/or start emergent OR cases.

APPENDIX O  
HEALTH & WELFARE BENEFIT OPTIONS SUMMARY

**Medical Options** There are two medical plans available, Basic Plus and Basic. They are all Point-of-Service (POS) plans. The Basic Plus plan is offered from one of three carriers, Aetna, Health America and Highmark. The Basic Plan is offered only through Highmark. If your spouse is offered health insurance or already has coverage through another benefit plan they are not eligible for this coverage unless the employee opts for the Employed Spouse Family Coverage. Refer to Appendix P-1 and P-2 of this agreement for the per-pay costs of each option. Refer to the Medical and Dental Plan Comparison for additional information regarding these plans.

The Hospital will make its best efforts to ensure that OB/GYN visits are considered PCP visits for purposes of employee co-pays beginning in calendar year 2005.

**Home Host** The Home Host option provider network includes all West Penn Allegheny Health System hospitals plus Children's Hospital for pediatric services.

Referrals: Each carrier has different requirements for referrals to specialist and approval of certain procedures. See benefit plan description for specific details on these referral requirements.

**Prescription Drug** A prescription drug benefit is included automatically and is a part of the medical per pay cost. Refer to the Medical and Dental Plan Comparison for additional information regarding these plans.

**Dental Options** There are three dental options to choose from: ConcordiaPlus (DMO), Direct Reimbursement Dental and ConcordiaFlex. Refer to the Medical and Dental Plan Comparison for additional information regarding these plans.

**Vision Options** The Hospital provides all full-time employees this coverage at no cost to the employee. If the employee selects dependent or family coverage they pay the difference between the employee premium and the premium for the level that is chosen.

**Life and Accidental Death & Dismemberment Insurance**

**Basic Life Insurance** benefit of one times annual salary to a maximum of \$50,000 is provided to full-time employees only, at no cost. You must have six months of continuous employment to be eligible for this option. Coverage is effective the first day of the month following six months of employment.

**Supplemental Life Insurance** may be purchased by full-time and primary part-time employees as follows:

- One times annual base salary; or
- Two times annual base salary; or
- Three times annual base salary

During open enrollment, you may only increase your life insurance by one benefit level such as from one times to two times your annual salary. You may decrease to any level. Payroll deductions for supplemental life insurance are taken after-taxes.

The benefit amount reduces to 65% for active employees who are age 70 and 50% for active employees who are age 75.

**Dependent Life Insurance** Dependent life insurance is available to both full and primary part-time employees for your spouse and eligible dependent children. The cost for this coverage is paid by the employee and deductions are taken after-taxes.

There are three levels of coverage to choose from:

- Level I \$5,000/Spouse - \$1,000/Child(ren)
- Level II \$10,000/Spouse - \$2,000/Child(ren)
- Level III \$15,000/Spouse - \$5,000/Child(ren)

**Short-Term Disability (STD)** Full-time employees selecting short-term disability receive 60% of base weekly salary up to a maximum benefit of \$1,000 per week.

The full cost for this coverage is paid by the employee and payroll deductions are taken after-taxes.

The short-term disability (STD) benefit has four options: a 15, 30, 60 or 90 calendar day waiting period. The waiting period is the number of calendar days you are disabled and absent from work before the payment of the benefit begins (if your claim is approved by the carrier). Accrued sick leave, vacation hours or paid time off must be used before disability payments can begin.

Part-time employees are eligible for short-term disability coverage at their own expense as offered through the Voluntary Benefits program.

**Long-Term Disability (LTD)** is available to full-time employees only following six months of continuous employment. Coverage is effective the first day of the month following six months of employment. A long term disability benefit equal to 50% of base salary is provided to full-time employees only at no cost. There is a 180 day waiting period. The maximum disability benefit is \$6,000 per month from all sources.

An optional increase of LTD benefits to 60% of base salary is available for an additional cost. The maximum disability benefit is \$7,000 per month from all sources. The additional cost for this coverage is paid by the employee and deductions are taken after-taxes.

**Reimbursement Accounts** Reimbursement accounts allow employees to pay for health-care and dependent-care expenses with pre-tax dollars. Contributions are not taxed when they are deposited into your accounts or when you receive them as reimbursement.

**Health-Care Reimbursement Account** The maximum annual contribution is \$2,500/year. The Hospital will match the first \$100 per year of employee contributions pay for full-time employees and \$50 per year for part time employees authorized at 32 or more hours per pay with an amount equal to the employee's contribution. Health-care expenses that can be reimbursed include expenses that are covered by the medical, prescription drug, or dental plans you elect but are not covered in full; and medical, prescription drug, vision or other medical or dental expenses that are not covered at all.

**Dependent-Care Reimbursement Account** The maximum annual contribution is \$5,000/year. The dependent-care expenses which can be reimbursed are those expenses incurred for the care of a dependent(s) in your household, such

as a spouse, child, or parent, that are necessary so that you can work. The dependent-care reimbursement account can be used to reimburse day care expenses, nursery school or babysitting for dependent children; or care for a spouse or dependent who is physically or mentally incapable of caring for himself.

**Voluntary Benefits** Bargaining unit employees will be eligible to participate in voluntary universal life and short term disability programs, as discussed during negotiations, offered through West Penn Allegheny Health System as of November 2002 at the next available enrollment period. Voluntary Benefit semi-annual enrollment periods occur at designated times.

Voluntary Life Insurance and Voluntary Short-term Disability Programs – first introduced in November 2002 – are comprised of the following programs:

**1. Voluntary Universal Life Insurance**

Eligible employees – Full-time and part-time employees [authorized at sixteen (16) o

Three plans to select from to best match your needs

Carrier – Transamerica Universal Life Insurance

- No physical exams required during this open enrollment period.
- Coverage is portable at the same premium and benefit level.
- You can select coverage for eligible dependents even if you don't sign up for insurance on yourself.
- Premiums are automatically and conveniently deducted from your pa
- Additional features include Long Term Care, Critical Care Benefit, and V

**2. Voluntary Short-term Disability Insurance**

Eligible employees – Part-time employees [authorized at sixteen (16) or more hours per week]

Carrier – UnumProvident voluntary short-term disability program advantages include:

- Premiums are based on your age when you enroll.
- Premiums are automatically and conveniently deducted from your paycheck.
- Waiver of Premium after 90 days of disability.
- Guaranteed renewable coverage up to age 72 at rates based on your age when you enroll.
- Individual, portable policy can continue if you leave West Penn Allegheny Health System.

APPENDIX P-2  
 HEALTH & WELFARE - EMPLOYMENT BENEFIT COSTS  
PART TIME PRORATION & HEALTH BENEFIT REFUND (HBR)

Effective January 1, 2004, part time employees (those who have authorized hours at .4 FTE or above) shall contribute for health benefits at a flat amount per bi-weekly pay as follows:

	<u>Employee</u>	<u>Employee + Child(ren)</u>	<u>Employee + Family</u>
Basic Plus	\$70.00	\$116.00	\$170.00
Basic	\$64.00	\$105.00	\$154.00

Effective January 1, 2005 and January 1, 2006, part time employees (those who have authorized hours at .4 FTE or above) shall contribute for health benefits at a flat amount per bi-weekly pay, equivalent to a contribution prorated at approximately .57 full time employee.

On a quarterly basis, part time employees who are paid (excludes on call paid hours) on an average for that quarter, in excess of 40 hours per pay period, will receive a Health Benefit Refund (HBR). The HBR is calculated by prorating the difference between the per pay flat amount for part time contributions and the per pay full time contributions plus \$5 for individuals; \$10 for Employee + Child(ren); and \$15 for Family. The proration is for hours in excess of average paid hours of 40 per pay period.

Effective January 1, 2004, part-time employees shall contribute for dental and Optichoice vision programs at a flat amount per bi-weekly pay (based on 24 pays per year) as follows:

Dental	<u>Employee Only</u>	<u>Family</u>
ConcordiaPlus DMO	\$ 5.00	\$11.00
ConcordiaFlex PPO \$18.00	\$ 9.00	
Direct Dental	\$13.00	\$ 26.00

  

	<u>Employee</u>	<u>Employee + One</u>	<u>Family</u>
Optichoice Vision Program	\$0	\$4.00	\$7.00

Effective January 1, 2005 and January 1, 2006, part time employees shall contribute for dental and OptiChoice vision programs at the same rates as contained in Appendix P-1.