

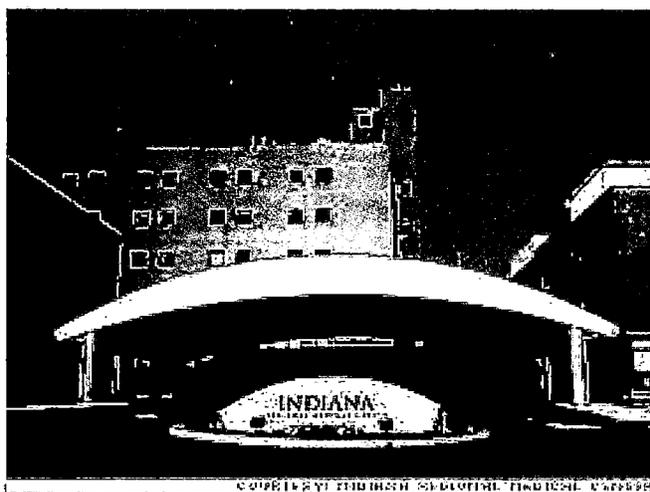
Agreement

between

Indiana Regional Medical Center

and

Indiana Registered Nurses Association/



November 1, 2015 through October 31, 2018

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AGREEMENT

This Agreement is made and entered into by and between **Indiana Regional Medical Center**, Indiana, Pennsylvania (the "Medical Center" or "Employer") and **Indiana Registered Nurses Association/HealthCare-PSEA/AFT-HealthCare, Local 5120** (the "Association").

ARTICLE 1. Intent and Purpose

- 1.01. The Association recognizes that the Employer is a health care institution within the meaning of the National Labor Relations Act and for purposes of other applicable labor and employment laws.
- 1.02. The Association and the Employer mutually recognize that skills and professional expertise of the Medical Center's registered nurses play an important role in the Medical Center's mission to provide complete, uninterrupted patient care and service of the highest possible quality and agree that such care and service is of vital importance to the health, welfare, safety and comfort of the community and further agree to cooperate in administering this Agreement with these interests always paramount. The Association further recognizes that the unique and humanitarian nature of the functions of the Employer require a cooperative approach focused on the best interests of the community we serve. Nothing in this Agreement, except as otherwise provided, will be interpreted as limiting nurses in performing duties other than those they normally perform or from helping employees in other classifications and departments, and that the Employer confirms that it has retained the services of said employees to perform the occupation of professional nursing. The Association confirms the obligation of the nurses it represents to render optimum care and service with efficiency, warmth and compassion so as to transmit to patients and others having business with the Medical Center a sense of security and dignity. The Association offers its full cooperation in fostering these values, and on behalf of the nurses, agrees to cooperate with the Medical Center to ensure that every patient receives the highest quality professional nursing care.

ARTICLE 2. Recognition

- 2.01. The Medical Center recognizes the Association as the exclusive representative for all full-time, regular part-time, casual and casual/per diem nurses as defined in Article 5 of this Agreement in the bargaining unit certified by the National Labor Relations Board at Case No. 6-RC-11672 for the purpose of collective bargaining in all matters with respect to wages, hours and other terms and conditions of employment.
- 2.02. Excluded from the bargaining unit and the coverage of this Agreement are all other employees of the Employer, including office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended. The term "employee" as used in this Agreement will not include those employees and classifications excluded by the National Labor Relations Board in Case No. 6-RC-11672, except as provided in Article 5 of this Agreement. Any disputes concerning the inclusion or exclusion of any classification or employee in or from the bargaining unit will be decided solely by the National Labor Relations Board under the provisions of the National Labor Relations Act. This Recognition article is not subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 3. Management Rights

- 3.01. The Association recognizes that the management of the Medical Center, 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 Medical Center except as specifically limited by the written terms of this Agreement. Matters of inherent managerial policy are reserved exclusively to the Medical Center. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Medical Center, 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 Medical Center agrees that it will not exercise any of these rights in an arbitrary or capricious manner.

- 3.02. The Medical Center recognizes its legal duty to offer to bargain and, if requested by the Association, 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. Any waiver of the duty to bargain prior to the implementation of any such changes must be clear and explicit.
- 3.03. The Medical Center shall have the right to adopt reasonable rules and regulations. The Medical Center will provide to the Association President copies of any new or revised policies or rules affecting bargaining unit employees at least fourteen (14) calendar days in advance of their implementation. Upon request, the Medical Center will meet with the Association to discuss said new rules or policies.

ARTICLE 4. No Strike/No Lockout Clause

- 4.01. The Association, its officers, agents and representatives guarantee the Medical Center that there will be no strikes of any kind, individually or collectively, including sympathy strikes, honoring or observance of picket lines, stoppages of work, slowdowns, sit-downs, sick-outs, boycotts, picketing, demonstrations, walkouts, concerted refusal to work, or any other type of interference adjacent to the Medical Center, coercive or otherwise, with the Medical Center's business or operations during the term of this Agreement or any extension or renewal thereof. Neither the Association nor its officers, agents, representatives and members will instigate, promote, sponsor, engage in, or condone any such activity or any other interruption, curtailment, restriction or interference with the Medical Center's functions or operations, regardless of the reason. Picket lines placed by other unions or by other persons, employees or groups of employees at Medical Center operational locations will not be honored by employees covered by this Agreement, unless the Medical Center, in its sole discretion, expressly, in writing, excuses the employees' obligations to not honor such a picket line. The prohibitions of this section will apply whether or not (a) the dispute is covered by the grievance and arbitration procedure provided under this Agreement; (b) such conduct is in support of in sympathy with a work stoppage or picketing conducted by the Association or any other labor organization; or (c) such conduct is in protest of an alleged violation of any state or federal law.
- 4.02. Employees participating in any activity contrary to this article will be subject to immediate disciplinary action, up to and including discharge, at the discretion of the Employer. An employee disciplined or discharged for a violation of this article will have recourse to the grievance procedure.
- 4.03. In the event of activity contrary to this article, the Association agrees to undertake its best efforts to prevent and end such action immediately. The Medical Center will have all such rights and recourse as the law may provide, including recovery for injury or damage which

results from any violation of any provision of this article, except that said recovery or injury for damage against the Association and/or its agents must be related to the activity of the Association and/or its agents. Nothing herein will be construed as in any way limiting the Employer's right to seek and obtain immediate injunctive relief enforcing this article in the event of breach by any employee, group of employees or the Association, the Employer's right thereto being expressly recognized by the Association herein.

- 4.04. The Medical Center agrees that during the term of this Agreement there will be no lockout of employees covered by this Agreement.

ARTICLE 5. Probationary Period and Categories of Employees

- 5.01. Newly-hired Registered Nurses and Certified Registered Nurse Anesthetists will be considered probationary employees for the first six (6) months of employment at the Medical Center. Current Medical Center employees moving into positions in the bargaining unit (e.g., LPN to RN) will follow the Medical Center's guidelines for such a change. During this period, the nurse may be discharged at the will of the Employer and such discharge will not be subject to the grievance and arbitration procedure in this Agreement. A nurse's seniority will not begin until after the completion of this probationary period, but upon successful completion will be calculated retroactive to the date of hire. During the probationary period, the nurse will not be entitled to any of the benefits of this Agreement except as expressly provided for herein and will not have access to the grievance and arbitration procedure. The Association will not be recognized as the representative of any applicant or new hire, individually or as a class, until successful completion of the probationary period.
- 5.02. A full-time employee for purposes of this Agreement is one who has completed the probationary period and who is regularly scheduled for and who regularly works eighty (80) hours per pay period or forty (40) hours per week, whichever is applicable, or a schedule already designated or newly designated as full-time by the Medical Center throughout the course of their employment. Those nurses who elect to participate in the seventy-two (72) hour scheduling program pursuant to Article 30 shall also be considered to be full-time employees under this section.
- 5.03. Part-time nursing positions are structured around a fractional FTE point system. A regular part-time employee for purposes of this Agreement is one who has completed the probationary period and who is regularly scheduled according to their fractional FTE point scheduling preference of at least .5 FTE. (Example: A .5 part-time nurse would regularly be scheduled forty (40) hours per pay period.) If higher FTE point assignments are or become available within a unit, they will be chosen by the nurse based on seniority. Unfilled or subsequently created part-time positions will be posted with their fractional FTE point requirements. With the exception of those full-time nurses participating in the 72-hour scheduling program, in the event a regular part-time employee is regularly scheduled or regularly works an average of more than seventy-two (72) hours per pay period over a six (6) month period, that employee will be considered as full-time for purposes of benefit eligibility (with the exception of long-term disability and life insurance) under this Agreement for the next ensuing six (6) months (measured January to June, and July to December), provided the employee remains in the same or higher status. Nothing in this section shall be construed to be a guarantee of hours.
- 5.04. A. **Casual Employees**. A "casual employee" is defined as an employee who is normally scheduled to work an average of thirty-nine (39) hours or less in a pay period throughout

the course of her employment and an employee who works on an as needed and as available basis. Casual employees are required to offer availability sixteen (16) hours per a four (4) week schedule, or an equivalent average over six (6) months (January 1-June 30 and July 1-December 31). A minimum of eight (8) of these required sixteen (16) hours must occur on a weekend off shift. For purposes of meeting this requirement, hours will be totaled to include all hours worked between 3:00 p.m. and 7:00 a.m. on Friday, Saturday and Sunday. This weekend off shift requirement will remain dependent upon specific departmental needs. Casual employees will not accumulate seniority or fringe benefits while in casual status, except as provided in Articles 16.10 and 19.03. Casuals are specifically excluded from Articles 10.10, 16.02, 16.06.C, 17, 18.01, 18.02, 21.01, 21.02, 21.03, 21.06, 22.01.B. and 22.03, but will otherwise be covered by this Agreement unless specifically exempted from a specific article or provision. Except for CRNAs, casual nurse wage rates will be equivalent to actual years of experience in acute care or sub-acute care. Casual nurses will not accumulate seniority while classified as casual, but will have such time in casual status banked and credited to their seniority status should they change to regular part-time or full-time status without a break in service. Regular full-time or regular part-time nurses moving to casual status will have any accrued unused paid sick leave frozen, pending return to regular status. If nurses do not return to regular status and leave the employment of the Medical Center, they will be allowed to cash in their frozen accruals from regular status in accordance with the terms of this Agreement.

- 5.04. B. **Per Diem Employees.** Per diem employees shall include those nurses whose employment shall involve flexible hours and shifts based upon the needs of the Medical Center. Per diem nurses shall be required to work a minimum number of hours based upon their Category 1 or Category 2 status, will be required to work a certain number of weekend and off shifts, and must be able to float to multiple units. Per diem nurses will be paid a premium rate of pay as set forth in Appendix A, but shall not be eligible for any fringe benefits under this Agreement unless specifically indicated.
- 5.05. Paid vacation, holiday, sick leave time and "EA time" will be considered as time worked for purposes of Sections 5.02, 5.03 and 5.04.
- 5.06. A. A "temporary employee" is an employee who is hired by the Employer for a period not to exceed six (6) months and one thousand forty (1,040) hours per year and who is so informed at the time of hire and, furthermore, who is hired to fill a limited or temporary job, to fill a manpower shortage of specific duration, to augment the regular work force during peak periods, to fill a vacancy until a regular employee is hired, to work on a special project or to replace employees absent due to illness, leave or vacation. A temporary employee is not covered by or subject to the terms of this Agreement. Seasonal employees hired by the Employer will be considered temporary employees for purposes of this Agreement. If a temporary employee is hired after January 1, 2011 for a regular position covered by this Agreement while working as a temporary, hours worked as a temporary employee will contribute toward seniority and time worked in a temporary status will be credited by the Employer toward fulfillment of the probationary period.
- 5.06. B. Temporary employees may also be current bargaining unit employees who agree to take a temporary position (e.g., regular part-time to temporary full-time, etc.) and who are so informed it is temporary. If a current employee in any status takes a temporary

bargaining unit position, the Medical Center will continue to regard them as bargaining unit employees and Association members (subject to the conditions of Article 8) and they will continue to accrue worked Medical Center seniority hours, pension credits and benefit accruals while in temporary status. Upon the conclusion of the temporary assignment, the employee will be returned to their former position, if such position has not been filled. Prior to filling any such position, the current employee will first be given the opportunity to return to their former position. If a temporary employee came into a temporary position from a status as a current employee, then leaves the employment of the Medical Center without returning to their former status, any benefit accruals due that employee will be paid out as if that employee was leaving employment from their previous status. Nothing in this section will prevent the Employer from reemployment of a temporary employee for additional instances of temporary employment within a given calendar year, provided such temporary employee does not exceed the thresholds, unless otherwise mutually agreed with the Association, and her use does not result in a layoff or failure to recall from layoff of a regular employee covered by this Agreement.

- 5.06. C. Temporary employees may also be current bargaining unit employees who accept and are assigned to a non-bargaining unit position on a temporary basis. Such non-bargaining unit positions may include any position not covered by this Agreement, but must involve a position that encompasses employment by the Medical Center. If a current bargaining unit employee takes any such temporary, non-bargaining unit position, such employee will continue to accrue Medical Center seniority hours, pension credits and be permitted to utilize any accrued benefit time, but will not be covered under this Agreement. Upon the conclusion of the temporary assignment, the nurse will be returned to their former position, if such position has not been filled. If such former position has been filled, the nurse may bid, as an internal candidate, upon any bargaining unit vacancy that may exist. If the nurse was a non-member of the Association at the time of their assumption of the temporary position outside of the bargaining unit, the nurse will be given the option of joining or deciding not to become a member of the Association upon their return to the bargaining unit.
- 5.07. Nothing in this Agreement will be construed as any limitation upon the Employer's right to employ students on a seasonal basis and to employ interns, externs and others for educational and training purposes in work normally performed by employees covered by this Agreement, and such students, interns, externs and trainees will not be covered by this Agreement. The Medical Center agrees that it will exercise its rights under this section in accordance with the provisions of Article 28.
- 5.08. Volunteers who donate their services to the Employer are not covered by, subject to or limited by the terms of this Agreement.

ARTICLE 6. Non-Discrimination

- 6.01. The Employer and the Association agree that the provisions of this Agreement will be applied to covered employees without regard to race, color, religion, national origin, ancestry, disability, genetic information, sex, age (over 40) or Association membership/activity, in accordance with applicable state and federal laws.
- 6.02. The provisions of this Agreement also will be applied in compliance with the Americans With Disabilities Act ("ADA") and, in the event of a conflict between the provisions of this

Agreement and/or the requirements of the ADA and/or the Employer's obligations thereunder, the provisions of the ADA and the Employer's obligations under the ADA will prevail.

- 6.03. Any claim of discrimination as mentioned in this article will be decided solely by the agencies and courts having jurisdiction over such claims. Any aggrieved nurse shall have the right to proceed with his/her claim through the grievance procedure, but shall not have the right to proceed to arbitration.
- 6.04. Whenever one gender is used in this Agreement, it will also be deemed to include the other gender.

ARTICLE 7. Association Activity

- 7.01. A. The Medical Center recognizes the option of the Association to appoint and/or designate individuals as Employee Representatives. The Association agrees to furnish the Medical Center with a written list of the employees so designated/ elected every two (2) years or upon the request of the Medical Center and with any change in the list which may be made from time to time.
- 7.01 B. A designee of the Association will be allowed to meet with the new employees in the bargaining unit during the orientation period for fifteen (15) minutes during break or unpaid meal periods to discuss the Association activities and membership. The Medical Center shall provide the president of the Association with the monthly orientation schedule for the classroom portion of the registered nurses' orientation, as well as a list of employees who are eligible for membership in the Association.
- 7.02. Association Employee Representatives will comply with all of the same policies, rules, regulations, performance and attendance requirements as any other employee, meaning that, while they will not be intentionally discriminated against, they will have no privileges not shared by other employees, except as otherwise provided by this Agreement. The Medical Center will have the authority to impose appropriate discipline, including discharge, in the event the Employee Representative is involved in unauthorized action in violation of this Agreement. Notwithstanding any limitations set forth herein on the authority of Association Employee Representatives, they will be considered as agents of the Association. Association Employee Representatives may request reasonable time off without pay to conduct contract matters arising from the grievance activity, not inconsistent with operational requirements and patient care needs as determined by the Medical Center, and such requests will not be unreasonably denied. Such duties will not interfere with the regular performance of their work, and further provided that such duties will be conducted in non-patient, non-work areas, unless required by the needs of the grievance investigation for which the Association will first request the permission of the Director of Human Resources, or his designee, and such approval will not be unreasonably denied. Association Employee Representatives will not engage in Association activity on paid work time or in work areas; except that incidental discussions of union-related subjects are not prohibited.
- 7.03. Upon prior notice to and approval from the Medical Center, an official of the Association will be permitted reasonable access to the Medical Center to ascertain that the provisions of this Agreement are being observed. The Association official must contact the Director, Human Resources or his designee prior to arrival; after the normal working hours of the Human Resource Department, the notice shall be given to the Shift Coordinator. The Association will

furnish the name of the Association's designated official. Association visits will be subject to reasonable times, Medical Center rules, procedures and patient needs. The Association designated official will confer with employees in such non-work, non-patient areas, as are specified by the Medical Center for this purpose. Association officials must obtain express prior approval of the Director, Human Resources or his designee to be in any patient or work area.

- 7.04. No discussions or grievance investigations will be conducted in patient areas or in any manner that will interfere with the work of the employees or the operation of the Medical Center. Association business will not be conducted during work time or in-patient areas. No Association meeting will be held on work time or Medical Center property. There will be no distribution of Association literature on work time or in work or patient care areas. Medical Center computers, email and/or other means of communication may not be used for internal Association matters, with the exception of the establishment of an email based electronic bulletin board.
- 7.05. The Medical Center will also provide one (1) enclosed bulletin board at a mutually-agreed upon location for the use of the Association for notices to IRNA bargaining unit employees. The following information may be posted on the bulletin board and/or the IRMC email system:
- 1) Notices of Association meetings.
 - 2) Notices of Association dues.
 - 3) Notices of Association recreational, educational, or social events.
 - 4) Notices issued pursuant to rules and regulations referenced in section 3.03.

Controversial, inflammatory and/or political information will not be posted at any time.

An e-mail distribution group will be assigned for sending emails pursuant to this provision.

- 7.06. The Medical Center will provide a slot in the mailroom for the Association.
- 7.07. Members of the Association attending to business of the Association may be granted up to a bargaining unit total of thirty (30) days of unpaid leave per contract year upon prior approval of the Unit Manager. Requests for such unpaid leave must be made prior to the completion of the unit schedule and will be granted subject to any staffing restrictions. Where requested vacation and requests for Association leave create a conflict, the requested vacation will take precedence. Nurses may, at their option, use vacation/personal/holiday time in lieu of unpaid time off.
- 7.08. Members of the Association may be granted used of the Private Dining Rooms and classrooms in the medical center on a quarterly basis for continuing education programs at no cost to the Association, subject to room availability and approval of program content by the medical center. A program agenda and speaker biography will be submitted to the Director of Human Resources with written request for the meeting reservation.

ARTICLE 8. Association Security

- 8.01. For the purpose of this article, an employee will be considered a member of the Association in good standing if she remits her periodic dues uniformly required of members generally as a condition of membership. Membership in the Association shall be entirely voluntary, and there will be no express or implied coercion of employees into joining the Association.

- 8.02 It shall be a condition of employment that those in the bargaining unit who are not members of the Association shall pay to the Association an agency fee in lieu of membership dues. An exception are those employees who are not members of the Association who are covered by the Agreement and who were hired before May 12, 2004, provided their employment status has not been broken nor have they taken a non-bargaining unit position and they subsequently returned to employment or into a bargaining unit position at the Medical Center, subject to the exception as set forth in Section 5.06.C. The Employer shall, on the basis of individually-signed, voluntary, check-off authorization cards, deduct Association agency fees through payroll deduction. The amount of the agency fee to be deducted will be determined by the PSEA/Indiana Registered Nurses Association/HealthCare-PSEA/Local 5120 AFT, AFL/CIO, and shall be communicated to the Employer for the purpose of payroll deduction.
- 8.03. The Medical Center agrees to deduct the dues payable to the Association from the wages of each nurse who has executed a written payroll deduction authorization. Deductions will be made on a bi-weekly basis. The cumulative amount of the monthly deductions, together with the deduction list (which will list the names of each nurse who has had dues deducted and the dates of which those deductions were made), shall be forwarded to the Association president or designee upon request, or, if no request is made, every six (6) months.
- 8.04. The Medical Center shall not be obliged to make dues deductions of any kind from any nurse who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions. If scheduled intermittently, each nurse will still have regular dues deducted as soon as wage payments are available. The Medical Center shall be relieved from making such check-off deductions from a nurse upon his/her (a) termination of employment, (b) transfer to a job outside of the bargaining unit or (c) layoff from work.
- 8.05. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of any of the provisions of this article, and the Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from actions taken by the Employer hereunder.
- 8.06. The Medical Center agrees to furnish the Association each month with the names of newly-hired nurses, their classification, status (full-time, part-time, casual), their unit assignments and their hire dates. The Medical Center will also provide the names of nurses who terminate, take a leave of absence or change status (full-time, part-time, casual) on a monthly basis.

ARTICLE 9. Discipline

- 9.01. The Medical Center has the right to discipline, suspend, discharge, or terminate any employee for just cause.
- 9.02. The Medical Center agrees that employees covered by this Agreement may request representation by an Employee-Association representative at a meeting which is accusatory in nature and from which discipline may follow. When it is known that the meeting will be accusatory in nature (or from which discipline may follow), the employee will be so advised before the meeting.

- 9.03. Any employee discharged for just cause will not be entitled to any further pay or benefits upon termination. Said employee will be paid only for time actually worked through the time of discharge.
- 9.04 The employer will work collaboratively with the Association to develop a protocol for use when an employee is to be notified of the employer's intention to discharge for just cause. The intention of the protocol would be to afford the nurse twenty-four (24) business hours to seek the advice of counsel in order to assess his/her options.

ARTICLE 10. Hours of Work

- 10.01. A. Each nursing unit will retain its customary shifts. The Medical Center reserves the right to modify these customary shifts or to create new shifts based upon such criteria as workload within the unit, patient needs or census. Prior to doing so, the Medical Center will meet with the Association and staff on the unit before implementing changes. Modified or additional shifts will be staffed through the RN self-scheduling process. If not selected through the self-scheduling process, modified or new shifts will be staffed by rotating them among existing staff by inverse seniority. For purposes of rotating shifts, a new or modified shift will be considered as being part of the day, evening or night shift based upon the period of time within which the majority of hours falls. A nurse shall not be required to modify his/her regularly scheduled shift pattern without mutual agreement (*Example:* A nurse who normally works a straight 12-hour shift pattern cannot be required to change to a 12 and 8 hour pattern or a straight 8 hour pattern without mutually agreeing to do so), subject to the Medical Center's retained right to modify shifts as set forth above. A nurse will not be scheduled to work more than two (2) different shift rotation times within a work week unless mutually agreed.

10.01 B. 1) **Full-time CRNAs**

- i. A forty (40) hour workweek, consisting of one (1) twenty-four (24) hour call day, plus two (2) eight (8) hour days per existing schedule rotation. If a no-call week exists, staff will be scheduled for two (2) eight (8) hour and two (2) twelve (12) hour shifts or five (5) eight (8) hour shifts.
- ii. Seventy-two (72) hour option – CRNAs
- iii. A week consisting of a total of forty (40) hours. The scheduling pattern will consist of either two (2) eight (8) and two (2) twelve (12) hour or five (5) eight (8) hour days based on department needs.

All CRNAs will be required to work nine (9) hour shifts as needed. Those CRNAs who currently work the one (1) twenty-four (24) plus two eights (8) rotation will continue to do so for the duration of this Agreement, unless modifications are mutually agreed to by the Medical Center and the Association. Newly-hired/awarded full-time CRNAs will be scheduled to meet department needs. There is no guarantee of a scheduling pattern unless posted.

2) **Part-time and Casual CRNAs**

- i. Part-time and casual CRNAs can be scheduled eight (8) and/or twelve (12) hour shifts.

Full-time, part-time, and casual eight (8) hour shifts are not limited to daylight shifts. Casual CRNAs will not be scheduled to work any shift where they are the sole CRNA provider unless mutually agreed upon.

► **Scheduling:**

• **Forty (40) hour workweek – CRNAs:**

The existing schedule call rotation will be used where call is not scheduled greater than one (1) time per week (“week” being defined as beginning with Sunday call and ending with Saturday call):

❖ Sunday, Thursday, Friday, Monday, Wednesday, Saturday, Tuesday

The existing rotation/workweek may be modified by the mutual agreement of the Association and the Medical Center. The Medical Center and the Association agree to meet and discuss any changes. Such changes shall not be arbitrary or capricious, but will be based on improving operational efficiencies. The Association also agrees that reasons for denial of any changes will not be arbitrary or capricious.

No CRNA will be scheduled call greater than one (1) time per week unless mutually agreeable.

When extra call days are available, they will be assigned to CRNAs in a fair and equitable fashion.

- Full-time staff not on the rotation, part-time staff, and casual staff (if mutually agreed upon) may be scheduled to cover the entire call shift or a portion of the call shift, which may consist of 3 to 11 p.m.; 11 p.m. to 7 a.m.; or 7 p.m. to 7 a.m. Full-time not on the rotation, part-time and casual staff will be scheduled prior to offering overtime. Volunteers will be first sought to cover the entire 24-hour shift. If no volunteers are obtained, then staff will be scheduled as indicated above.
- Where extra shifts and extra call days remain available and more than one (1) CRNA is interested in working the same extra shifts or day, a fair and equitable system will be created to allow every CRNA an equal turn at working the extra shifts. All Medical Center CRNAs will be provided opportunities to work prior to contract out CRNAs.

3) **Full-time, Seventy-two (72) Hour Option ~ CRNAs**

- Scheduled according to relevant seventy-two (72) hour option language.

Any CRNA working a twenty-four (24) hour in-house call will not be scheduled to work during the twenty-four (24) consecutive hours following the end of the call shift.

The staffing matrix will be made available to the CRNAs a minimum of two weeks prior to the schedule being posted. The schedule will be completed by the CRNAs or their designee a minimum of one week prior to the schedule being posted and returned to the manager or designee. If the staff matrix is not met upon return to the

manager or designee, the manager will adjust the schedule to meet the matrix. Schedules will be four (4) weeks in length.

- 10.02.** Nurses scheduled to work a full shift and reporting to work on time for that shift will be permitted to work that full shift, except in accordance with the provisions of the Excused Absence (EA) policy. If the nurse is given one and one-half (1½) hours or more notice prior to the start of her or his shift that her or his services are not needed, the nurse should not report for work. No pay will be owed unless the nurse elects benefit time. If the nurse is advised within the one and one-half (1½) hour notification period, the nurse will have the option of accepting four (4) hours of mandatory EA time which will constitute a turn under the EA Policy, or elect to report for work as scheduled and be guaranteed a minimum of four (4) hours work, and the possibility of working the full shift. If no call is made to the nurse or the call is not made before the nurse leaves home on her way to work, the nurse will be guaranteed a minimum of four (4) hours work, and the possibility of working the full shift. The Medical Center's Centrex system will be utilized to record times of calls made to a nurse's residence. The Medical Center agrees that it will maintain the EA policy dated February 15, 1999 (Review Date April 1993) of the Medical Center personnel policies, a copy of which is appended to this Agreement as Appendix B. EA will only be given prior to, at the beginning, or at the end of a nurse's shift. Separate lists for mandatory and voluntary EA will be maintained to rotate consistent with the EA policy. These lists will be maintained in each nursing unit and will be available for nurse inspection upon request. A "turn" on these lists will be interpreted as four (4) or more hours of EA time as given to the nurse.
- 10.03. A.** Employees may, subject to the approval of the Medical Center, trade scheduled days off with other employees provided the trade is made in accordance with the provisions of this Agreement.
- 10.03. B.** Employees shall not be scheduled for more than five (5) consecutive days and/or forty (40) hours of consecutively scheduled time, unless mutually agreed to between the nurse and his/her manager or designee.
- 10.03. C.** Full-time and part-time nurses working in a department that regularly assigns staff to work twenty-four (24) hours per day, seven (7) days per week will normally be scheduled at least every other weekend off. The granting of at least every other weekend off will require that nurses schedule themselves two (2) Fridays per four (4) week schedule, one (1) Friday of which must be an off shift, except those nurses with a steady daylight assignment. Additional Fridays beyond two (2) per four (4) week schedule will not be scheduled without a nurse's consent. When necessary, an additional weekend shift may be scheduled to provide adequate coverage, but such an assignment will be made only upon the nurse's consent.
- 10.03. D.** Work schedules for employees will be posted at least two (2) weeks in advance and shall not be changed once posted unless the nurse agrees otherwise.
- 10.04.** Employees who work a shift of less than five and one-half (5½) hours a day shall receive one (1) paid fifteen (15) minute break. Employees who work shifts between five and one-half (5½) and ten (10) hours a day shall receive one (1) paid fifteen (15) minute break and a thirty (30) minute unpaid lunch. Employees who work a twelve (12) hour shift in a day shall receive two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid lunch. The Medical Center and the Association recognize that there will be instances where patient needs

require that individual employees forego such rest period(s). The repeated failure of nurses on a unit to receive their breaks is contrary to the intent of this section and, where such failures occur, management and the Association will meet to discuss and implement resolutions. The non-use of rest period(s), however, will not otherwise alter the work shift.

- 10.05.** In the event an employee is unable to report for scheduled work, he/she must notify the Medical Center at least two (2) hours in advance of a day or evening shift and at least three (3) hours in advance of a night shift. To report off, the employee must call the appropriate Supervisor or his/her designee. The failure to call-off in accordance with this provision may result in the denial of paid sick time off and/or appropriate disciplinary action.
- 10.06.** A nurse who has been called in to work outside of said nurse's regular work schedule shall be guaranteed a minimum of four (4) hours of work or pay, unless the nurse agrees otherwise.
- 10.07.** A "weekend shift" under this article shall be defined as those shifts beginning at or after 7:00 a.m. Saturday, and ending at or before 7:00 a.m. on Monday.
- 10.08.** Any nurse who, for patient care reasons, is not provided with coverage in order to take his/her meal period of thirty (30) minutes, free of all work duties, will be paid for the meal period at the appropriate hourly rate. Should nurses so desire, the Medical Center will cooperate with securing meals for nurses unable to obtain a lunch break under this section, at the nurses' expense. However, the securing of a meal tray paid for by the Medical Center shall not be considered a waiver of the employee's right to a thirty (30) minute unpaid lunch free of all duties or payment in lieu thereof.
- 10.09.** There will be at least ten (10) hours between each scheduled shift unless the nurse agrees otherwise.
- 10.10.** There will be four (4) grace days for time missed on a weekend. For purposes of Article 10.10, a weekend is defined as the time period from 11:00 p.m. Friday afternoon through 7:00 a.m. Monday morning. Any nurse who calls off more than four (4) weekend shifts per calendar year shall be scheduled for another shift of weekend work, if warranted, within the next two (2) subsequent schedules of the call off, as determined by the supervisor after discussion with the nurse. Any nurse called in to work on his/her scheduled weekend off may credit such day of weekend work under this provision. This provision will be interpreted consistent with the requirements of the Family Medical Leave Act.
- 10.11.** Where the past practice of self-scheduling exists, it shall be maintained subject to unit self-scheduling guidelines, as well as the staffing matrix as established from time-to-time by the unit manager. Unit self-scheduling guidelines (seniority or some form of mutually agreed rotation) shall be made available to new hires upon assignment to the unit. After all full-time RNs have completed the preliminary "pencil" schedule, it shall be provided to part-time employees to be completed up to their fractional FTE hours. It shall then be circulated among part-time RNs again, with shifts beyond the RN's FTE assignment to be identified on the pencil schedule by the nurse who is completing his/her schedule or the scheduling team. Casual employees shall then have the opportunity to schedule where there is a need. The unit manager or her designee (as long as not a member of the bargaining unit) will review the schedule to insure that the staffing matrix criteria have been met. If not, the staff will be given the opportunity to revise the schedule to bring it into compliance. If the unit manager or her designee determines that the schedule thereafter fails to meet departmental needs, the

unit staff will forfeit self-scheduling for that scheduling period and the unit manager or her designee will complete the schedule as he/she deems necessary. In order to meet departmental needs, management will have the ability to move any shift, including the identified extra shift. (For example, an extra shift was identified on Tuesday 7-3, and was changed to 11-7 Wednesday night. Even though it has been changed, the 11-7 a.m. Wednesday will still be identified an extra shift.) A shift that meets a contractual requirement cannot be considered as an extra shift, i.e., Friday obligation, every other weekend, call time or make-up weekend.

If the RN doesn't identify the extra shift, then management will identify it prior to posting the schedule. Once the schedule is posted, the extra shift will be considered a scheduled shift. If an extra shift is traded with a co-worker, the shift that is picked up will still be considered the extra shift. (Example: Nurse 1, PT is scheduled 7-3 Friday as an extra shift and Nurse 2, FT is scheduled 3-11 Monday and they swap the shifts. Nurse 1's extra shift will then be marked for 3-11 Monday and Nurse 2's regular day of work will be Friday 7-3.)

Extra shift will be considered a scheduled shift and in the event a nurse is needed in another department, a nurse can be moved to another unit using the temporary reassignment process in Article 33. Voluntary EA can be issued in the department to another RN and the extra shift RN can work. The extra shift RN can mark for wish time and be in the same rotation for Voluntary EA. Mandatory EA of an extra shift does not count as a turn towards the Mandatory EA rotation list, as outlined in the Excused Absence policy in Appendix B. Mandatory EA of extra shifts may be given in four (4) hour increments.

10.12. The Medical Center will maintain the current permanent full-time, fifteen (15) year day positions as long as the current occupants are assigned to such positions. These positions cannot be guaranteed if there is a reduction in the size of the unit whereby the staffing matrix no longer supports the full-time, fifteen (15) year day position(s).

10.13. **Overtime.**

10.13. A. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the regular straight hourly rate.

10.13. B. Hours worked for purposes of calculating overtime under Section 13.A. above shall include vacation, holidays and personal days, but shall not include sick leave, EA time, paid call hours, and military, jury duty and bereavement leaves.

10.13. C. A nurse will be compensated at a rate of one and one-half (1½) times his/her regular rate of pay for all hours worked in excess of his/her regularly scheduled shift of eight (8) hours or more. If called in to work prior to the start of their shift, a nurse will be allowed, if she so desires, to continue to work to the end of her regularly scheduled shift.

10.13. D. Posted schedules will not be changed, without a nurse's consent, for the purpose of avoiding the payment of overtime.

10.13. E. There shall be no pyramiding or duplication of overtime under this Agreement.

10.13. F. **On-Call.** The following provisions will apply to nurses who are working in on-call status:

- 1) Nurses who are on call and who are called out will be paid at the rate of one and one-half (1½) their regularly hourly rate, with a two (2) hour minimum.
- 2) Existing call response times will be maintained, including the current one (1) hour response time to call-ins for OB.
- 3) Care managers (exempt) will receive straight time call in pay if called in to work.
- 4) Nurses who are scheduled for on-call between the hours of 0100 and 0500 must either schedule themselves off for the next day or schedule themselves to a shift that starts 9:00 a.m. or later. When scheduling for a 9:00 a.m. or later shift, if an RN is called in to work between the hours of 0100 and 0500, they will be guaranteed at least eight (8) hours off between the time they leave call to when they are required to report back to work. If a nurse's regularly scheduled shift of at least eight (8) hours is scheduled to begin before the end of the eight (8) hour rest period, the overlap time from the beginning of the scheduled shift until the end of the eight (8) hour rest period will be paid time off. The nurse will report at the end of the eight (8) hour rest period to complete the shift and be paid for an eight-hour shift. If the nurse chooses not to take the next day off, or selects a later shift, they will not be eligible for paid time off. If the hospital calls the nurse prior to their reporting at the end of the eight (8) hour rest period to advise them that they are not needed, the overlap time from the beginning of the scheduled shift until the end of the eight (8) hour rest period will be paid time off.
- 5) Nurses scheduled to take on-call who report off for their scheduled on-call shift will be required to pick up an additional on-call shift on their next 7 schedule. Nurses covering for staff who call off from their scheduled on-call shift will have that coverage credited to them on their next schedule. Case managers will continue their current practice. If a nurse calls off on a Friday, Saturday or Sunday, they will replace call on same day(s) for the next schedule.

10.13. G. The following provisions will be applicable to the referenced departments:

- 1) In OR, Anesthesia, PACU, and ACU if a second team is called in, there will be a Fifty Dollar (\$50.00) call-in bonus, and nurses called in will be paid at time and one-half (1½) their regular hourly rate of pay and be guaranteed a two (2) hour minimum.
- 2) In the OR, PACU and ACU, nurses who are called out three (3) or more times in a twenty-four (24) hour period will be paid a Fifty Dollar (\$50.00) bonus. This twenty-four (24) hour period shall begin at 7:00 a.m. and conclude at 7:00 a.m. the following day.
- 3) Nurses missing lunches may go home early upon approval of the unit manager or her designee.

10.13. H. RNFA's are classified as non-exempt as defined by the Fair Labor Standards Act (FLSA). If RNFA duties are completed for the day, an RNFA may be assigned to Circulating/Scrub/Holding duties. RNFA can also be assigned to PACU and/or ACU/GI lab with functional duties. RNFA shall not displace an RN in the aforementioned departments.

ARTICLE 11. Wages

11.01. All nurses covered by this Agreement will receive across-the-board wage increases as set forth in the following wage schedule in Appendix A:

- **December 18, 2016** **4.00%**
- **November 1, 2017** **1.50%**

Should IRMC grant a general wage increase to non-bargaining unit employees in excess of 1.50% between November 1, 2017 and October 31, 2018, the nurses in this bargaining unit will receive the same increase.

Upon completion of five (5) years of service as a Care Manager, Care Managers will move from the minimum tier of their pay schedule to the middle tier.

Permanent Float RNs will receive a \$6.00 differential above the Step 9 rate on the Registered Nurse pay scale. Float RN current rate will be red-circled until the \$6.00 differential is met.

Per Diem RN's will receive a \$9.00 differential above the Step 9 rate on the Registered Nurse pay scale. Float RN current rate will be red-circled until the \$9.00 differential is met

Casual CRNAs will receive a \$10.00 differential above the full-time CRNA rate.

Full-time and regular part-time nurses shall also be eligible for a lump-sum longevity bonus payment equivalent to \$100.00, times their total length of service years as an employee of the Medical Center. The lump sum is payable at the conclusion of the nurse's twentieth (20th) year of service with the Medical Center. A year of service for nurses will be each calendar year of employment in which they qualified for pension credits (1,000 hours).

11.02. Step increases are not applicable to exempt nurses, CRNAs and those positions listed on the market rate schedule. CRNAs and those positions listed on the market rate schedule will receive fringe benefits consistent with exempt Medical Center employees. Twenty-four (24) hour call time worked by CRNAs will be paid at straight time. Nurses in exempt categories currently receiving pay rates above the "market rate" shall remain at their current rate, but will receive the general across-the-board pay adjustments consistent with this Agreement.

11.03. Should the Medical Center hire experienced nurses, they will be placed at steps equivalent to their years of experience as registered nurses. Placement of nurses with non-acute care experience under this section shall not exceed Step 6 on the wage schedule. LPNs and techs from the Medical Center who subsequently move into an RN position will be placed two (2) steps above the bottom of the nurse wage schedule.

11.04. Nurses will be paid shift differentials of Sixty Cents (\$.60) per hour for the 3:00-11:00 p.m. and 11:00 p.m.-7:00 a.m. shifts, and Fifty Cents (\$.50) per hour for weekend shifts. This change will become effective November 1, 2011. Differentials currently in effect for Medical Center employees will remain in effect for nurses until that date.

11.05. Nurses assigned to call will be paid at the rate of Two Dollars and Twenty-five Cents (\$2.25) per hour while in on-call status.

- 11.06. Nurses assigned permanent charge nurse positions will be paid an additional One Dollar and Fifty Cents (\$1.50) per hour as part of their regular base wage rate in recognition of the additional duties and responsibilities inherent in this position. Nurses assigned ad hoc as temporary charge will be paid an additional One Dollar and Fifty Cents (\$1.50) per hour for all hours worked as a charge nurse. These changes will become effective November 1, 2011. The current charge rate of One Dollar and Fifteen Cents (\$1.15) will remain in effect until that date.
- 11.07. Should the Medical Center, in its discretion, distribute a "gainsharing" type of bonus based upon the Medical Center's economic performance or a unit-specific bonus based upon such performance criteria as patient satisfaction surveys, such bonuses will similarly be granted to corresponding bargaining unit employees covered under this Agreement utilizing the same formula.

ARTICLE 12. Continuing Education

- 12.01. The Medical Center shall reimburse bargaining unit employees at the same level as non-bargaining unit employees, but no less than \$3,000 per year (Medical Center's fiscal year) for full-time nurses and \$1,500 per year for part-time nurses for undergraduate credits, and \$4,000 per year (Medical Center's fiscal year) for full-time nurses and \$2,000 per year for part-time nurses for graduate credits. This program does not cover registration and lab fees, textbooks, supplies, transportation expenses or any other incidental expenses.
- 12.02. Reimbursement will be given for one degree at each level, i.e. one Bachelor's degree, one Master's degree, etc. The course of study selected must be offered by an accredited college, university, technical, or trade school and must be such that it prepares the nurse for positions currently existing at Indiana Regional Medical Center.
- 12.03. Should a full-time or regular part-time nurse either pass an exam and obtain a professional nursing-related certification, or become recertified either through examination or CEU credits, upon submission of proof of certification or recertification, the Medical Center will reimburse each nurse up to Three Hundred Dollars (\$300.00) at the time of certification/recertification for the eligible expenses, limited to exam fees, exam review course, and recertification fees. This payment will be credited against the nurse's annual tuition reimbursement amount, and only one (1) certification per nurse will be recognized for payment under this section.
- 12.04. Employees who are eligible and wish to utilize this benefit must complete an Application for Tuition Reimbursement Form. This form must be completed, and forwarded to his/her department director for approval. A bill from the institution the nurse is attending should be attached to form. If approved, department director forwards form to Human Resources. If denied, department director will return form to nurse. Director, Human Resources will review form and determine if reimbursement is taxable, per IRS regulations.
- 12.05. Upon completion of the selected course(s), the nurse must submit to the Human Resources Department official proof of completion, including grades received for selected course(s). This must be submitted to the Human Resources Department within seven (7) days of when nurse received their grades. Reimbursement will be given for courses completed with a grade of "C" or above, a "P" (pass/fail course only), or a certificate of completion (course where no grade is given).

- 12.06. Reimbursement checks will be issued on Fridays opposite Payroll Friday. Grades must be received in Human Resources no later than 12 p.m. on the Friday morning of payroll to be reimbursed the following Friday.
- 12.07. Employees' reimbursement level will be based on their status at the date they complete their course and submit their grades for reimbursement.
- 12.08. Nurses will be afforded the opportunity to obtain or maintain appropriate certifications as per current Medical Center practices, which shall be maintained for the term of this Agreement. Nurses will be sent an updated course list of all available courses on a monthly basis via Medical Center email.
- 12.09. The Medical Center will continue to provide "Current Review" membership to all full-time and regular part-time CRNAs. Current Review memberships for casual CRNAs shall be charged at the group rate, so long as such group rate is made available to the Medical Center. The Medical Center will pay the annual AANA dues for CRNAs based upon the following schedule:
- a) Full-time = 100%
 - b) Part-time = 50%
 - c) Casual = 0%

The Medical Center will continue its continuing education policy as it has been applied to CRNAs, including up to five (5) days of training, subject to Medical Center budgetary restrictions.

- 12.10. The Medical Center will provide a software program through which nurses may obtain CEU credits at no charge to the nurse.

ARTICLE 13. Uniforms

- 13.01. The Employer will coordinate group discounts on uniforms through vendors mutually selected by the Employer and the Association.

ARTICLE 14. Leaves of Absence

- 14.01. **Family and Medical Leave Act.** The provisions of the Family and Medical Leave Act of 1993, as amended, shall apply to members of the bargaining unit; provided, where provisions of this Agreement exceed those provided by the statute, this Agreement shall take precedence. The Medical Center's policy related to Family and Medical Leave Act will apply to all bargaining unit employees in all other respects.

- 14.01. A. In order to be eligible for family medical leave, an employee must have been employed by the Medical Center for twelve (12) months and have worked 1,250 hours in the last twelve (12) months and meet the eligibility requirements defined in the policy and the statute. The period of job protection is limited to the greater of twelve (12) weeks or the amount of paid sick leave up to a maximum of six (6) months.

- 14.01. B. The employee must provide certification of qualifying illness or injury, including date the illness commenced, its expected duration, and appropriate medical facts, prior to leave commencing, except in those instances where prior certification would not be

possible. All benefits during family medical leave will continue to be paid for up to twelve (12) weeks or the length of the extended sick time, but the employee is responsible for continuing payment for any dependent coverage.

- 14.01. C. The use of vacation, sick or holiday time for FMLA leaves is as set forth in the Medical Center's FMLA policy dated April 2014.
- 14.01. D. Family medical leave may be utilized on an intermittent basis up to a total of twelve (12) weeks within the rolling year of calculation. The employee should contact the Department Director/Supervisor seven (7) days prior to availability to return to work, if possible. The employee must also provide a doctor's release to return to work.
- 14.02. **Personal Leaves of Absence.** Nurses may request and be granted non-paid personal leaves of absence consistent with the Medical Center's Personal Leaves of Absence Policy, which shall be maintained for the term of this Agreement. It is understood that requests for personal leave under this Policy for Association work or educational improvement are appropriate reasons for personal leave.

ARTICLE 15. Military Leave

- 15.01. A nurse is eligible for military leave upon hire if he/she is a member of the National Guard or any active reserve component of the United States Armed Forces who is engaged in active service or field training. The terms and conditions of a Military leave are set forth in Medical Center policy H.R. No. 420 dated April 2014.

ARTICLE 16. Holidays

- 16.01. The following shall be considered paid holidays for full-time nurses:

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Memorial Day</i>	<i>Thanksgiving Day</i>
<i>Independence Day</i>	<i>Christmas Day</i>

- 16.02. Part-time nurses will receive four (4) holidays per year, pro-rated the same as follows:

<u>Part-Time Effective Date</u>	<u>Eligible Days</u>
<i>January 1 - March 31</i>	<i>4</i>
<i>April 1 - June 30</i>	<i>3</i>
<i>July 1 - September 30</i>	<i>2</i>
<i>October 1 - December 31</i>	<i>1</i>

Part-time nurses can request, by way of the self-scheduling process, use of their holiday at any point following the date of the holiday, with approval of their department director. A part-time nurse may not carry a holiday balance which exceeds eight (8) hours after December 15 of each year.

Part-time nurses with a fractional employee status of .7 and/or .8 as of January 1 and who maintain a fractional status of .7 and/or .8 through September 30 will receive five (5) holidays per year. This fifth holiday will be added for the Labor Day holiday.

- 16.03. Holidays are not considered earned until the day of the Holiday and may not be used in advance of the Holiday unless written approval is granted by the Department Director.

- 16.04.** For the purposes of holiday premium pay, the holiday shall be observed beginning at 11:00 p.m. on the eve of the holiday and ending at 11:00 p.m. on the day of the holiday. While the 3:00-11:00 p.m. shift on December 24 will be paid at the holiday premium rate, such shift will not be considered as part of the Christmas holiday. Effective December 31, 2016, the 3:00 – 11:00 PM shift on December 31 will be paid at the holiday premium rate. Such shift will not be considered as part of the New Year's holiday.
- 16.05.** If a legal holiday falls on a Saturday, Friday will be the designated holiday for employees not on a twenty-four (24) hour schedule. When it falls on a Sunday, Monday will be the designated holiday for employees not on a twenty-four (24) hour schedule.
- 16.06. A.** If a nurse is required to work on one of the holidays listed in Section 1, he/she shall be paid one and one-half (1½) times his/her straight time hourly rate of pay, including shift differential if applicable, for all hours worked on the holiday. If a full-time nurse is required to work a holiday as above elects to forego the day off with pay as provided in Section 16.07, the nurse will be paid an additional eight (8) hours pay at his/her straight time hourly rate of pay, including shift differential, if applicable. This section will also apply to part-time nurses, but only for their specific holiday accrual. Nurses will be paid two (2) times their straight time hourly rate of pay for working on a holiday when that work would be overtime or if called-in to work on the holiday.
- 16.06. B.** Nurses shall be required to work no more than three (3) holidays per year, and will alternate working the Christmas and New Year's holidays during the same holiday season. A nurse may not escape his/her obligation to alternate working the Christmas and New Year's holidays by working three (3) holidays earlier in the year.
- 16.07.** Full-time nurses required to work on a holiday and those full-time nurses who are not scheduled to work the holiday may request a day off with pay within ninety (90) days following the holiday, to be approved by the Department Director.
- To qualify for a full additional day off (8 hours), a full-time employee must work the full shift on the holiday. If an employee is unable to complete his/her shift due to illness or personal reasons, he/she will be eligible for the additional day off on a pro-rated basis equivalent to the hours he/she worked on the holiday. Requests to leave early must be authorized by the supervisor or their designee.
- 16.08.** Nurses using holiday time and who are normally scheduled for shifts exceeding eight (8) hours can request the use of vacation time to make up hours which normally would have been worked.
- 16.09.** Unused legal holidays will be forfeited on April 1 of the following year for full-time nurses, and on December 31 of the current year for part-time nurses. If nurses are unable to use all of their earned holidays due to inability to receive time off due to staffing issues, they may convert unused holiday time to vacation time upon the manager's approval.
- 16.10.** Full-time nurses are eligible for three (3) personal days per calendar year to be scheduled in accordance with the Medical Center's Holiday Policy, effective February 15, 1999, which shall not be changed during the term of this Agreement. Part-time nurses are entitled to use one (1) of their accrued holidays as a personal day, also to be scheduled in accordance with the Medical Center's Holiday Policy. Casual and per diem nurses

who have worked more than six hundred eighty (680) hours in the previous calendar year will become entitled to one (1) personal day in the following calendar year to be scheduled in accordance with the Medical Center's Holiday Policy. All personal holidays must be used by December 31 of the current year or they will be forfeited. If nurses are unable to use all of their earned holidays due to inability to receive time off due to staffing issues, they may convert unused holiday time to vacation time upon the manager's approval.

16.11. All full-time care managers and any part-time care manager who has full-time status who are on-call on a holiday and are called in to work will be paid at one and one-half (1½) times their regular hourly rate and will be able to schedule an equal amount of time back to be scheduled within ninety (90) days.

16.12. For scheduling purposes, holidays for CRNAs shall include:

<i>New Year's Eve</i>	<i>Labor Day</i>
<i>New Year's Day</i>	<i>Thanksgiving Day</i>
<i>Easter</i>	<i>Christmas Eve</i>
<i>Memorial Day</i>	<i>Christmas Day</i>
<i>Independence Day</i>	

All holidays will be scheduled as twenty-four (24) hours in length, including seventy-two (72) hour option CRNAs.

16.13. Probationary full-time and regular part-time nurses are eligible to use earned holidays, both legal and personal as applicable, that occur during the course of their probationary period.

ARTICLE 17. Vacations

17.01. A. Full-time nurses accrue vacation time as follows:

Level 1:	Two (2) weeks (80 hrs.)	after 2,080 hours paid
Level 2:	Three (3) weeks (120 hrs.)	after 10,435 hours paid
Level 3:	Four (4) weeks (160 hrs.)	after 20,870 hours paid
Level 4:	Five (5) weeks (200 hrs.)	after 41,740 hours paid

Part-time nurses accrue prorated vacation hours based on hours paid.

17.01. B. Exempt nurses begin to accrue vacation at Level 2, move to Level 3 at 10,435 hours, and move to Level 4 at 41,740 hours. CRNAs begin to accrue vacation at Level 3, and move to Level 4 at 41,740 hours.

17.02. Vacation begins to accrue effective with the nurse's date of hire and is based upon actual hours paid. Vacation accruals are not earned during any period of unpaid leave of absence. New hires, including those still within their probationary period, are eligible to use vacation upon completion of six (6) months of employment. Vacation may not be taken until it has been earned. If the nurse does not have sufficient paid time available, he/she will be expected to work except when the nurse does not have enough vacation time available for his/her approved week(s) of vacation due to having taken EA vacation during the calendar year. In those situations, he/she may take unpaid vacation hours up to the number of vacation EA

hours he/she took during the calendar year. The nurse will not be required to use personal or legal holiday time in this scenario.

It is the responsibility of the nurse to be aware of the benefit time that they have available. Benefit time can be reviewed on the nurse's bi-weekly deposit slip.

- 17.03.** Nurse vacations will be scheduled by seniority pick for one (1) week for the first round of selection until all bargaining unit members on the unit have had an opportunity to schedule one (1) week. After this first round, the remaining vacation time available will be scheduled by seniority. There will be one (1) vacation selection list for all bargaining unit employees in each department.
- 17.04.** Nurses must complete their vacation selections by March 1 of each calendar year. During this selection period, nurses are limited to schedule no greater amount of vacation than they are scheduled to earn that year. Selections will be for the period March 1 through February 28/29 of the following year. Vacation selections requested after March 1 will be on a first come-first served basis. Where vacation requests are made through the self-scheduling process on the proposed schedule, such requests will be considered made on the same date. In the event all vacation requests made on the same date cannot be accommodated, seniority shall be the determining factor.
- 17.05.** Approval or denial of vacation time will ultimately be the responsibility of the unit manager or her designee and based upon the staffing needs of the unit. The unit manager's signature and date on the individual unit's master vacation schedule will constitute approval of vacations requested on the schedule. A copy of the approved vacation schedule will be available on the unit. Unless a nurse is scheduling vacation utilizing the self-scheduling process, nurses requesting vacation beyond the master vacation schedule should submit a request for time off using the process designated by their department. These requests will be approved or denied within one (1) week of the request. Once approved, they will be entered onto the master vacation schedule. Nurses will be notified via email in the event that additional vacation time becomes available due to termination, retirement, or resignation of a nurse.
- 17.06.** Nurses on a unit may not schedule more than two (2) weeks of vacation during the summer months (June, July and August) unless all other nurses on that unit have also had the opportunity to schedule two (2) weeks of vacation during the summer months. Nurses working in departments that operate on a twenty-four (24) hour per day/seven (7) day per week basis may not schedule vacation time during the weeks of Christmas and New Year's.
- For Christmas 2015, this includes the period of 12/20/2015 through 1/2/2016
 - For Christmas 2016, this includes the period 12/18/16 through 12/31/2016
 - For Christmas 2017, this includes the period 12/17/2017 through 12/30/2017
 - For Christmas 2018, this includes the period 12/16/2018 through 12/29/2018

Nurses will not be required to schedule weekend shifts either before or after their vacation selections; however, nurses will be required to work fifty percent (50%) of the weekends during the scheduling month in which their vacation occurs in order to maintain established staffing patterns. If staffing patterns can be met through the scheduling of other employees, the fifty percent (50%) weekend obligation of the nurse taking vacation may not be required. Where sufficient scheduling permits excusing this obligation for certain nurses on a unit, seniority shall prevail. Nurses with twenty (20) or more years of service with the Medical

Center will be guaranteed the weekends off before and after one (1) vacation week of their choice during each vacation year without the obligation to schedule an alternative weekend or trade weekends with another nurse. The parties agree that the Labor-Management Committee, as convened under Article 26, shall be charged with reviewing this issue for the purpose of finding solutions to the weekends off with vacations problem for those affected nursing units.

- 17.07. A nurse who qualifies for bereavement leave during a scheduled vacation may have bereavement leave substituted for vacation time up to the limits as set forth in Article 19. Should a paid holiday under Article 16 fall during a nurse's scheduled vacation, the nurse will have the option of taking the day as the holiday or as vacation. Illness leave may not be substituted for vacation should a nurse become ill during a scheduled vacation.
- 17.08. Nurses who terminate during their first six (6) months of employment, resign without the required notice, or who fail to work throughout the notice period will not be entitled to be paid for any accrued time upon their separation from employment.

ARTICLE 18. Sick Leave

- 18.01. Sick leave time will accrue by hours worked, with a maximum of sixty-eight (68) hours of sick time accrued per year for full-time nurses. Part-time nurses will accrue sick leave time on a prorata basis. New hires, including those still in their probationary period, are eligible to use accrued sick time upon completion of six (6) months of employment.
- 18.02. Nurses whose sick leave will exceed six (6) months may elect to use any accrued paid sick leave in lieu of long term disability for up to a period of one (1) year. During this period, IRMC retains the right to obtain independent confirmation of sick time eligibility/medical certification. Failure to cooperate with independent confirmation will forfeit employee's ability to collect sick time beyond a six (6) month period.
- 18.03. Nurses who have completed 6,240 hours of service and those who resign with the notice period and work through the notice period as set forth in Section 36.02 will be reimbursed at the rate of Twenty Dollars (\$20.00) per every eight (8) hours of accumulated sick leave, up to a maximum of Four Thousand Dollars (\$4,000.00).

Nurses who have completed 31,200 hours of service and those who resign with the notice period and work through the notice period as set forth in Section 36.02 will be reimbursed at the rate of Thirty Dollars (\$30.00) per every eight (8) hours of accumulated sick leave, up to a maximum of Six Thousand Dollars (\$6,000.00).

Nurses who are discharged by the Medical Center, who resign without proper notice or fail to work through the notice period as set forth in Section 36.02 are not entitled to the payment of any accumulated sick leave.

ARTICLE 19. Bereavement Leave

- 19.01. In the event of the death of an immediate family member of a full-time nurse, said nurse will be granted the next three (3) scheduled working days off with pay. Immediate family members are considered to be spouse; mother; father; brother; sister; son; daughter; grandchild; father-in-law; mother-in-law; stepfather; stepmother; stepsister; stepbrother; stepchild; and a relative living within the household.

- 19.02. In the event of the death of an immediate family member of a part-time nurse, said nurse will be granted one (1) scheduled work day off with pay. Full-time and part-time nurses will be granted one (1) scheduled work day off with pay in the event of the death of a nurse's and spouse's extended family. Extended family shall include grandparents. The one (1) scheduled work day off with pay under this paragraph must be taken within five (5) days of the death of the family member, absent extenuating circumstances.
- 19.03. In the event of the death of an immediate or extended family member of a casual or per diem nurse, said nurse will be granted one (1) scheduled work day off without pay. The one (1) scheduled work day off without pay under this paragraph shall not count as an occurrence under the Medical Center's absentee policy and must be taken within five (5) days of the death of the family member, absent extenuating circumstances.
- 19.04. Part-time and casual nurses will not be given an occurrence for days taken off for bereavement in excess of allowable paid or unpaid days as long as the days do not exceed the limitations for full-time nurses.

ARTICLE 20. Jury Duty and Subpoena Leave

- 20.01. An employee is eligible for jury duty/subpoena leave upon hire. The employee must advise the Director/Supervisor of the request to serve on jury duty or requirement by subpoena to testify in a legal proceeding in connection with the employee's job at the Medical Center, and provide him or her with a copy of the jury duty/subpoena court order. The employee shall be paid the difference between wages he/she would have received through scheduled hours at the straight time rate and the compensation received for jury duty. Part-time, temporary, and casual employees' average scheduled hours will be determined by taking the average of the hours worked in the last three pay periods. For subpoenaed testimony, the employee will receive full compensation, less witness fees paid, if any. Employees must notify their manager or designee daily of their availability to work while on jury duty.
- 20.02. In order to qualify for such payment, the employee must notify his/her Department Director within five (5) days of his/her notification of the obligation to report to jury duty or the receipt of a subpoena, and upon return from jury duty/subpoena testimony must submit a statement from the court showing the days served and the compensation received. It is the employee's responsibility to notify his/her Supervisor of his/her availability to return to work. Employees will be compensated for subpoena leave where the testimony sought arises out of their employment with the Medical Center. Employees will not be compensated for subpoena leave where the testimony sought by the subpoena involves a proceeding brought by a fellow employee against the Medical Center, such as unemployment or Workers' Compensation claims, etc.
- 20.03. Nurses subpoenaed in matters not related to IRMC can take paid or unpaid leave in order to testify at the legal proceeding. This absence will not count as an occurrence pursuant to the attendance policy.

ARTICLE 21. Health and Welfare

- 21.01. **Medical Insurance, Vision Insurance, and Dental Insurance.** Nurses covered by this Agreement will be eligible for medical insurance, vision insurance, and dental insurance, in accordance with terms and conditions applicable to similarly situated, eligible employees not

covered by a collective bargaining agreement, except as specifically provided for herein, as those terms and conditions exist effective July 1, 2011. Nurses will be offered their choice of the PMHR QHDHP Plan and the PMHR PPO Plan. So long as they are being made available to other similarly-situated non-bargaining unit employees, the Medical Center will offer employees covered by this Agreement the opportunity to participate in the supplemental employee-paid insurance benefits and the flexible spending and dependent care accounts. Changes in plans selected will be permitted during the annual open enrollment period.

In the event of increases in the costs of medical, vision or dental insurance coverages during the term of this Agreement, the Medical Center may elect to change carriers or coverage options to offset cost increases. Prior to changing carriers or coverage options, the Association will have an opportunity to meet with the Medical Center to discuss medical, vision and dental insurance coverage options and to make proposals. The Medical Center reserves the right to thereafter substitute equivalent coverages for existing medical, vision and/or dental insurance coverages, with the parties recognizing that "equivalent coverages" may encompass changes in plan benefit levels and/or co-pay amounts. The Medical Center will provide basic health insurance to full-time and regular part-time nurses upon hire, i.e., at the beginning of the month following the month in which they become employed, and at the same level of contribution rates.

Premium contribution rates over the term of this Agreement for full-time and regular part-time nurses electing medical insurance coverage are as follows:

July 1, 2016

- **PMHR QHDHP** 2.5% of cost of Individual and Dependent
- **PMHR PPO -**
 - Full-time Employee 10% of Cost of Individual and Dependent
 - Part-time Employee 10% of Cost of Individual
15% of cost of Dependent

July 1, 2017

- **PMHR QHDHP** 2.5% of cost of Individual and Dependent
- **PMHR PPO -** 10% of Cost of Individual and Dependent – Part-time and full-time

The above premium co-pay contributions by nurses shall also be subject to the following caps on increases from one plan year to the next:

PMHR QHDHP = 15% Cap
PMHR PPO = 15% Cap

PREFUND HSA Accounts – HSA contributions of \$1,000 individual/\$2,000 family in July 2017 and July 2018 for eligible employees selecting PMHR QHDHP Plan.

Effective July 1, 2017, employees who completed wellness requirements during July-September 2016 screening or during a special second window January-March 2017 will be eligible to enroll in a PPO option with 100%/80% co-insurance. All other plan design and cost sharing features will be identical to the primary PMHR PPO Plan implemented on July 1, 2016 with exception part-time employees will pay same premium share percentage as full-time employees. Employee is able to pay same for a better plan based on wellness participation. Employees who elect the PMHR QHDHP or the PMHR PPO 90%/70% Plan will continue to be eligible for the current wellness program cash incentive. Eligible employees who elect the 100%/80% plan will forgo the wellness incentive.

IRMC will provide a "Billing Navigator" to answer employee questions and concerns for billing issues in a timely manner. A "Health Plan Navigator" will also be available to employees to assist with questions and concerns regarding coverage.

Employees with a pre-payment or balance due for services incurred at Indiana Regional Medical center may use the payroll deduction option to pay balances on an installment basis over a period of up to 13 pays, with a \$25 per pay minimum payment.

Spouses eligible for coverage through their own employer may only enroll in the PMHR QHDHP Plan.

- 21.02. Life Insurance and Disability Insurance.** Nurses covered by this Agreement will be eligible for life insurance and disability insurance, in accordance with terms and conditions applicable to similarly situated, eligible employees not covered by a Collective Bargaining Agreement, as those terms and conditions exist at the effective date of this Agreement.

In the event of increases in the costs of life insurance or disability insurance coverages during the term of this Agreement, the Medical Center may elect to change carriers or coverage options to offset cost increases. Prior to changing carriers or coverage options, the Association will have an opportunity to meet with the Medical Center to discuss life and disability insurance coverage options and to make proposals. The Medical Center reserves the right to thereafter substitute equivalent coverages for existing life and/or disability insurance coverages, with the parties recognizing that "equivalent coverages" may encompass changes in plan benefit levels and/or co-pay amounts. Where such benefits are provided without cost to the employee, the Medical Center will continue to provide such benefits without cost.

- 21.03. Health Insurance Waiver.** The Medical Center will provide a waiver bonus for nurses who have medical insurance through their spouse. This waiver bonus is only available if the nurse waives the Medical Center's medical plan and can show proof of coverage elsewhere. The waiver bonus is One Hundred and Fifty Dollars (\$150.00) per month for full-time nurses who waive full family medical insurance coverage. Part-time nurses who waive full family medical coverage will be eligible for fully-paid family dental and vision coverage. If a change in insurance status occurs, nurses will be allowed to re-enroll in the medical insurance plan upon demonstration of a qualifying event. Initiation of waivers under this section may only take place during the regular enrollment periods.

ARTICLE 22. Pension and Retiree Healthcare Benefits

- 22.01. A.** Some nurses covered by this Agreement will be covered by the terms and conditions of the Medical Center's existing retirement plan entitled "Retirement Plan for Employees of Indiana Hospital" as those terms and conditions are currently in effect, including the elimination of the thirty-five (35) cap. Nurses are offered the opportunity to retire as early as age 62, without a reduction in benefits from the normal age 65 retirement formula.

This plan will not be offered after July 1, 2014, and all remaining account accruals will be frozen upon transition from the plan. Effective January 1, 2012, all nurses who had less than twenty-five (25) years of continuous service and/or less than twenty-five (25) years of pension service (as measured by pension-qualifying service years) as of October 31, 2013 transitioned from the defined benefit pension plan (referred to above) to a Defined

Contribution Pension plan with the Medical Center providing employer contributions as follows:	<i>< 40 points</i>	<i>3%</i>
	<i>40<60 points</i>	<i>4%</i>
	<i>60 points or greater</i>	<i>5%</i>

Points are determined by adding the employee's age and years of continuous service.

Nurses with twenty-five (25) or more years of continuous service and/or twenty-five (25) years of pension service (as measured by pension-qualifying service years) as of October 31, 2013 had the choice of remaining in the current defined benefit plan or enrolling in the new defined contribution plan listed above until July 1, 2014, at which time these nurses will transition from the defined benefit plan to the Defined Contribution Pension plan described above.

RNs will be eligible to receive employer contributions upon completion of one (1) year of service. Points will accumulate based on hire date.

- 22.01. B.** Nurses who elect to retire at age 62 or older will have various options in continuing to receive healthcare benefit coverages. If a nurse, upon retirement, agrees to remain an active employee by working in casual status (eight [8] hours of work per month on average over a six [6] month period), he/she will be eligible to continue to participate in the Medical Center's medical insurance coverage(s), at his/her own expense. If a nurse elects not to work as a casual and remain in active status, the nurse will be offered COBRA healthcare continuation coverage with its attending requirements. If such nurse's COBRA coverages expire prior to his/her reaching Medicare eligibility, the nurse will be permitted to participate in the Medical Center's healthcare plan of his or her choice, at the nurse's own expense, for a period not to exceed eighteen (18) months. Retired nurses electing this option will be grouped separately for rating/experience purposes. Nurses who elect to work in casual status upon retirement ("casual-retiree") shall not be obligated to work any specific hours or shifts other than as set forth in this section.
- 22.02.** As a supplement to the current pension plan referred to aforesaid, nurses covered by this Agreement will be covered by the terms and conditions of the Medical Center's existing Tax Sheltered Annuity (TSA) and Select Security Retirement Option (Employer Match) as those terms and conditions are currently in effect.
- Eligible nurses with two (2) to five (5) years' service will receive 1% Employer Match.
 - Eligible nurses with five (5) to fifteen (15) years' service will receive 2% Employer Match.
 - Eligible nurses with fifteen (15) to twenty-five (25) years' service will receive 3% Employer Match.
 - Eligible nurses with greater than twenty-five (25) years' service will receive 4% Employer Match.
- 22.03.** Nurses who retire from the Medical Center and have completed thirty (30) years of service (as measured by pension-qualifying years of service) will become eligible for a lump sum, after-tax payment of \$5,000.00 to assist the retiree in paying for continued healthcare coverage costs, or other costs associated with retirement.

ARTICLE 23. Seniority

- 23.01. A.** Seniority will be defined as the amount of Length of Service Hours a regular, temporary, casual or per diem employee (subject to Article 5) has worked with the Medical Center since the employee's last date of hire by the Medical Center. Prior employees with a break in service of twelve (12) months or less will be credited with previously-accrued seniority upon rehire on a one-time career basis. Otherwise, an employee's seniority will commence after completion of the probationary period, but will be retroactive to the date of hire.
- 23.01. B.** Nurses on Workers' Compensation leaves of absence will continue to accrue constructive seniority hours on a prorata basis, as consistent with Article 5, but shall total no more than an aggregate of twelve (12) months of seniority hours while on Workers' Compensation leave during the length of their employment with the Medical Center.
- 23.02.** The parties recognize the principal of seniority as a factor in layoffs, recalls and certain types of promotional opportunities as expressly provided for in this Agreement. Any Medical Center employee transferring into a bargaining unit position will retain their Medical Center seniority upon their award of such position and their successful completion of the probationary period, if any.
- 23.03. Termination of Seniority.** Except as provided in Section 23.01, an employee will lose seniority and seniority will be broken for any of the following reasons:
- 1) Quit, retirement or resignation;
 - 2) Discharge;
 - 3) Failure to return to work after recall from layoff within five (5) consecutive days after due notification by certified mail of recall as provided for in this Agreement;
 - 4) Absence for a period of three (3) consecutive working days without notifying the Employer, except for circumstances where notice legitimately cannot be provided;
 - 5) Failure to report to work at the expiration of a leave of absence;
 - 6) Engaging in other equivalent employment while on a leave of absence without express prior written approval by the Employer;
 - 7) Layoff for a period of six (6) months; or
 - 8) Absence from work in excess of twenty-four (24) consecutive months due to any compensable injury or illness.
- 23.04. Job Vacancies.**
- 23.04. A.** When the Employer determines that there exists a vacancy for a position in the bargaining unit which will be filled by the Employer, the Medical Center agrees to post the vacancy on the Medical Center bulletin boards, and electronically where possible, for a period of seven (7) consecutive business days, regular business days defined as Monday to Friday, excluding holidays. The bids of applicants are to be made to Nursing Services in writing or via electronic bidding. Vacancies will be posted by 12:00 Noon on the first (1st) day of the posting period, and will be removed at 3:30 p.m. on the seventh (7th) business day. If a posted vacancy would result in a change in status (full-time to part-time or vice versa, casual to part-time or full-time, etc.) within a particular unit, nurses who have at least one (1) year's experience within that unit, including casuals who have worked on that unit a minimum of 1,040 hours during the prior year, will be given priority for the vacancy over those bidding from outside the unit. When more than one (1) nurse within the department has greater than one (1) year's experience in that department, the awarding of the position

will be based on seniority. Such priority for nurses within a unit shall extend only to change in status situations, and not to vacancies involving a different job classification. Shifts and assignments are not subject to bid and will not be posted. However, in the event the Medical Center establishes a new steady shift position, it will be posted. The posting start and end dates will be listed on the job posting. All bids received beyond the posting end date will result in those candidates being considered as outside candidates who will not be interviewed for the position unless a qualified internal candidate cannot be found.

- 23.04. B.** If there are two (2) or more applicants for the position, the Medical Center will give due consideration to the skill, qualifications, ability, performance and seniority of the applicants in determining the awarding of the position. If the skill, qualifications, ability, and performance are equal, the position will be awarded based on seniority. Casuals may only be considered as internal candidates for vacancies if they have been employed by the Medical Center for two (2) consecutive years and have worked four hundred (400) hours or more in the year previous to the date of their bid. Casuals not meeting these requirements will be considered as external candidates. The Medical Center shall formally notify the successful bidder in writing within fourteen (14) days of the decision to award.
- 23.04. C.** The Medical Center and Association agree that the period of time between the award of a position to a bidding nurse and the consequent placement of such nurse in the position varies because of the need to find a suitable replacement for the bidding nurse. The Medical Center agrees to place an employee who is awarded a bid position within thirty (30) days of the date of the award (including change of status determinations). This thirty (30) day period may be extended by mutual agreement between the Medical Center and the nurse.
- 23.04. D.** In the event a full-time position is awarded to a part-time nurse, or a part-time position is awarded to a full-time nurse, there shall be no loss of any benefits accumulated while in the previous status, including benefits accrued to that point.
- 23.04. E.** A nurse who has been awarded a vacancy may, during the first four (4) weeks within the new position, return to her former position. If the Employer determines at any time within the first four (4) calendar weeks of work after the date the vacancy is filled that the nurse is not performing to the Employer's satisfaction, the nurse may be removed by the Employer from the position and be returned to her former position, which shall not be permanently filled until the conclusion of the joint evaluation period or any extension thereof. This four (4) week period may be extended by the Employer for up to an additional four (4) weeks in cases of off-shift assignments, leaves of absence or other similar situations that may inhibit the evaluation process.
- 23.04. F.** Once an employee is awarded a vacancy pursuant to the procedures as set forth in this article, she will not be eligible to apply for any other job vacancies that may develop for twelve (12) months thereafter, unless waived by the Employer. A one (1) time exception to this twelve (12) month prohibition period will be permitted but, if exercised, will not be available for the five (5) year period following the exercise of the exception.
- 23.04. G.** Until a vacancy is filled, the Employer reserves the right to make transfers and/or hire temporary employees to fill the position. Nothing in this Agreement will limit the Employer's right to temporarily assign employees to a vacant position until it is filled, and, if there are no applicants, the Employer may elect to fill the position with an outside

applicant or the least senior employee whom the Employer deems to be qualified, available and appropriate for transfer. A qualified employee will be defined consistent with Section 23.05.E.

- 23.04. H.** When additional fractional FTEs are available, they will be posted as follows:
- 1) Posted internally to the specific department for which the additional FTEs are available. Only the actual additional FTE that is available will be posted.
 - 2) Additional fractional FTEs will be offered to part-time nurses only. Casual and per diems are not eligible to bid on additional fractional FTEs.
 - 3) The part-time nurse in that department with the most Medical Center seniority will have the first selection of additional fractional FTEs.
 - 4) Unless noted on the posting, a part-time nurse can't select additional FTEs that result in their fractional FTE total exceeding .8 FTE. A posting of additional fractional FTEs that allow a part-time nurse to obtain a status change to full-time and/or RN-72 will be posted as "additional fractional FTE – can convert to full-time status."
 - 5) A part-time nurse can convert to a full-time or RN-72 status through the posting of an additional fractional FTE only if that nurse has worked in that department for one year prior to the posting with at least 1,040 paid hours during that year. However, if a part-time nurse with fewer than 1,040 paid hours is the only applicant, the position will be awarded to him/her.

The above list of fractional FTE rules will be posted on the internal posting board.

23.05. Reductions in Force.

- A.** In the event that the Medical Center determines to reduce the work force, or hours in a classification, unit or department or to abolish a classification, unit or department, the Medical Center will determine which positions are to be affected and the number of employee positions to be reduced, including the number of full-time and part-time positions which will be affected in each classification, unit or department as defined by the Employer.

The Medical Center will meet with the Association to discuss the layoff and/or the reduction, and explore alternatives prior to the implementation.

23.05. B. Layoff Procedure:

- 1) The Medical Center shall first seek volunteers for layoff or reduction in hours.
- 2) If there are not enough volunteers, then all temporary employees in the affected department will be laid off first. If temporary employees are current Medical Center employees, they will have the option to return to their previous position, provided that it is vacant, or accept a layoff.
- 3) Then, all probationary employees within the affected department shall be laid off.
- 4) Then, in the event further layoffs or reduction of hours are necessary, the Medical Center shall determine the number of RNs, classifications, and status (i.e., full-time, part-time) within the affected departments that require a layoff or reduction of hours.

- 5) Then, where there is more than one employee affected by the elimination of a position or a reduction of hours, the Association will request the Medical Center set up a process of which the most senior affected person has the first of options.
- 6) The nurses occupying the position(s) designated for layoff or reduction of hours shall have the right to choose one of the 3 options listed below:
 - a. To accept layoff.
 - b. To bid into any vacant position in the bargaining unit. They will be awarded the position prior to internal candidates, if qualified for that position. The laid-off RN shall be the most senior laid-off RN who is bidding for that open position. The normal orientation period for that position shall be offered to that nurse.
 - c. To bump the least senior full or part-time nurse in any department, including the department in which the RN currently works, provided:
 - i. The wage scale is comparable, as defined by Section 23.05.F, to the bumping nurse's scale. The bumping nurse will maintain his/her current place on the wage scale. If the bumping nurse is qualified to bump a charge nurse, and a charge nurse is bumped, a charge nurse position will be posted internally to the department in which the charge nurse was displaced. If an RN moves from a higher paid position to the RN wage scale, they will be placed according to their years of experience as defined in this Agreement.
 - ii. The bumping nurse has more seniority than the nurse to be bumped.
 - iii. The bumping nurse can demonstrate present skills and abilities as defined in 23.05.E. Full-time nurses can bump full-time or part-time nurses. In the event a full-time nurse elects to bump a part-time nurse, she may bump the least senior nurse with the desired FTE. Part-time nurses can only bump their equivalent FTE nurse or less.
 - iv. The bumping nurse accepts the displaced Registered Nurse's shifts and conditions of employment.
 - v. Employees electing to bump shall submit a written request to the Director of Human Resources, or his designee, within twenty-four (24) hours of receiving notification of layoff. The Director of Human Resources or his designee will provide the Association with a current seniority list in department order including nurse's name, department, position, type and fractional full-time equivalent designation, if applicable.
 - vi. Bumping rights as set forth above shall be limited to three (3) bumps per affected position. The last RN displaced shall have the right to displace the least senior RN in the bargaining unit, provided she has the present skill and ability as defined in Section 23.05.E to perform the job. A nurse changing FTE status within a department does not constitute a bump, including displacing a casual employee. Once a nurse changes departments, the bumping process begins and a change in FTE status within a department is considered to be a bump.
 - vii. If the nurse fails to perform the job satisfactorily during the 80-hour transition training time period as set forth above, the nurse shall be laid off and placed on the recall list.

23.05. C. In effectuating a reduction in force, the least senior nurse(s) assigned to the affected classification, status (full-time or part-time) or department shall be displaced, provided there remains sufficient qualified staff within each classification, status or department affected by the displacements, as determined by the Medical Center.

23.05. D. Nurses laid off during any reduction in force may elect and shall be permitted to work on a casual basis, if such a need is determined by the Medical Center. Such employment as a casual employee shall not constitute a "recall" under this article. The Medical Center will follow recall order in offering casual hours.

23.05. E. "Present skill and ability" as utilized in this article shall be interpreted to mean that a nurse who intends to bump or bid into any position must possess the qualifications and, upon award of the position, demonstrate the competencies within a maximum of an eighty (80) hour transition training time. Nurses are not restricted to their current group as defined in Section 23.05.F. if they possess the present skill and ability to work in another group.

23.05. F. **Comparable Jobs.**

▶ **Group 1**

- Admission/Resource Nurse
- Admission/Resource Nurse -72
- Assessment Nurse – 72
- Pre-Op Testing Facilitator
- Registered Nurse
- Registered Nurse – 72
- Charge Nurse
- Charge Nurse – 72

▶ **Group 2**

- Float Nurse

▶ **Group 3**

- Per Diem

▶ **Group 4**

- Perinatal Instructor
- Nursing Education Coordinator
- IP/Staff Ed Coordinator/
Enterostomal Therapist
- Care Manager
- Diabetes Inpatient Nurse Clinician
- Diabetes Outpatient Nurse Clinician
- Chronic Care Coordinator

▶ **Group 5**

- RN First Assistant

▶ **Group 6**

- Nurse Anesthetist: Full-time; Part-time
- Nurse Anesthetist – 72
- Nurse Anesthetist – Casual

23.05. G. Should a new position be created that is covered by the bargaining unit certified by the National Labor Relations Board or Case No. 6-RC-11672, the Association and the Medical Center agree to meet to determine to which compare group that position will be assigned.

23.06. Recall.

- 23.06. A.** Nurses who have been laid off or displaced under Section 23.05 above shall have the right, in order of seniority, to fill the first available vacancy in their former location, provided they possess the present skill and ability to perform the duties of the position.
- 23.06. B.** If the vacancy is not filled under Section 23.06.A. above, and is a position for which employees on layoff have the present skill and ability to perform, the qualified employees on layoff will be recalled in order of seniority.
- 23.06. C.** If the vacancy is not filled under Section 23.06.A. or 23.06.B above, and is a position for which employees on layoff do not have the present skill and ability to perform, the vacancy will be posted in accordance with Section 23.04.A.
- 23.06. D.** The Employer will forward notice of recall by certified mail to the last known address of the employee reflected on Human Resource Department records. The employee must, within five (5) business (Monday-Friday) days of knowledge, delivery or attempted delivery of the notice of recall, notify the Employer of her intent to report to work on the day specified for recall, which shall not be required less than two (2) weeks after the notice, and, thereafter, return to work on such date, absent mitigating circumstances or mutual agreement to extend such date.
- 23.07.** The Employer will post an updated seniority list every May and November prior to the end of the first full pay period in that month. A copy of such seniority list will be sent to the Association at time of posting. An employee must raise any objections to her seniority as shown on the list within ten (10) days of posting or be bound by the information on said list until such time as a new list is posted for purposes of challenging any action taken by the Medical Center in reliance on the list.
- 23.08.** Any cross-training opportunities will be posted and awarded in accordance with Section 23.04.
- 23.09.** Other than the recall rights specified herein, nothing contained in this article is to be construed to mean that any employee or group of employees has/have inherent rights to a particular task, job or shift, nor is their work restricted to a particular task, job or shift.

ARTICLE 24. Personnel Files

- 24.01.** It is recognized that employee personnel files are confidential. Employees will be granted access to their personnel file in accordance with Pennsylvania Act 286. For purposes of grievance administration, upon consent from the employee, Association representatives will be granted access to the grievant's personnel file and will be allowed to obtain copies of relevant documents.
- 24.02.** Consultations and first written warnings, and excluding performance evaluations, shall not be relied upon in subsequent discipline of an employee after one (1) year, provided that one (1) year is free of discipline. Second written warnings and suspensions shall not be relied upon in subsequent discipline of an employee after two (2) years, provided that the two (2) years are free of discipline.

- 24.03.** Any nurse whose job performance or conduct becomes subject to supervisory review shall have the right to participate in the review process. Annual evaluations of a nurse shall be performed by his/her immediate supervisor and signed by the nurse. Such signature shall signify only that the evaluation has been reviewed with the nurse and shall not indicate concurrence in the content of the evaluation. The nurse shall have the right to submit a written answer to any material he/she finds objectionable and his/her answer shall be placed in his/her personnel file. Any nurse who is aggrieved by the content of the evaluation and the overall performance rating is less than "3.0," shall have the right to pursue his/her disagreement through the grievance procedure, but shall not have the right to proceed to arbitration.

ARTICLE 25. Safety

- 25.01.** The Medical Center and the nurses will strive to maintain the facility in such a manner which will continue safe conditions. In the event any nurse has reason to believe an unsafe or hazardous condition exists, it is the nurse's responsibility to notify without undue delay his/her supervisor or the appropriate department head, or his/her designee, who will have responsibility to rectify the situation without undue delay. The Medical Center will provide the Association with the opportunity to appoint at least one (1) nurse representative covered by this Agreement to the Medical Center Safety Committee.
- 25.02.** Employees covered by this Agreement will be provided with the opportunity to participate in applicable Medical Center-sponsored in-service programs on safety issues. If the employee is scheduled or required to attend by the Medical Center, the time will be considered as compensatory time.
- 25.03.** Employees covered by this Agreement will have available to them such off-shift escort service as is offered by the Medical Center to other similarly-situated off-shift employees.
- 25.04.** The Medical Center will make locker space available to employees for use during their working hours. A search of locker space will not be conducted without cause.
- 25.05.** Employees covered by this Agreement will be included in such testing, immunization, titer and employee assistance programs (EAP) as the Medical Center, from time-to-time, extends to other similarly-situated employees.
- 25.06.** The Medical Center in its discretion may elect to provide appropriate modified duty and return-to-work opportunities for nurses injured on the job, at an equivalent hourly rate of pay, or higher, if the nurse is performing all of the functions of the higher-rated job. The Medical Center will not abuse this clause for punitive purposes directed at an employee.
- 25.07.** The Medical Center is committed to establishing and maintaining a positive interpersonal culture that fosters cooperation and collaboration among its employees and physicians through shared behavioral standards. The Medical Center protocols and reporting mechanisms that provide for thorough and fair investigation of reported infringements of the shared Behavioral Standards. Where such investigation indicates violations have occurred, the Medical Center will take prompt action to ensure that violations cease. This procedure will support the ultimate goal of resolution of conflict and reduction of inappropriate behavior in the workplace.

ARTICLE 26. Labor-Management Conferences

26.01. The Employer and the Association agree that during the life of this Agreement representatives (including appropriate guests) from both parties (not to exceed four [4] from each) will be designated, in writing, by each party to the other for the purpose of meeting at mutually agreeable times and places so as to appraise the other of problems, concerns, suggestions and ideas related to wages, hours, terms and conditions of employment as professional nurses, all to promote better understanding with the other. Association participants will be limited to persons in the active employ of the Employer. Such meetings will not be for the purpose of initiating or continuing collective bargaining or in any way to modify, add to or detract from the provisions of this Agreement and such meetings will be exclusive of any pending grievance or arbitration matter. A general presentation and discussion of a subject by either the Employer or the Association at a Labor-Management Conference will not serve to disqualify a subsequent grievance in that area. Unless otherwise agreed, meetings will be held every other month at a mutually agreeable time and place. Any officers/committee members in attendance will be compensated at his or her regular hourly rate for the time attending such meetings. The Association representatives will advise the Employer of items desired to be discussed at least seven (7) days before the meeting and a formal agenda will be prepared therefrom. Registered nurses attending meetings will be compensated.

ARTICLE 27. Grievance Procedure

27.01. A grievance is defined as any controversy involving one or more bargaining unit members, the Association and the Medical Center that may arise concerning the interpretation or application of this Agreement. The procedures outlined shall be the exclusive procedures for resolving all grievances arising out of this Agreement.

27.02. The procedure for the presentation of all grievances will be as follows:

Step 1: Informal Level: The grievance will be discussed orally by the affected employee and the employee's supervisor and they will attempt to resolve the matter. If the employee so desires, he/she may have his/her Employee Representative present at this Step. Any resolution of the grievance at this Step must not be in conflict with the Agreement. The grievance issue must be discussed with the supervisor at this Step within twenty (20) calendar days of when the employee or the Association knew, or reasonably should have known, of its occurrence. If during this discussion, the matter is resolved, the issue and the agreed upon resolution are documented on the first page of the grievance form, signatures are attached and the matter is considered to be closed. If the informal discussion fails to resolve the issue, it is advanced to Step 2 and the formal written grievance is filed within seven (7) calendar days of the Step 1 discussion.

Step 2: If there is no resolution at Step 1, the employee, with Association representation, may formally present the grievance in writing to the employee's Department Manager within seven (7) calendar days of the supervisor's final determination at Step 1. The grievance must: (a) be presented in writing and on a form mutually-agreed upon by the Medical Center and the Association; (b) be signed by the aggrieved employee or employee representative; (c) state the specific article(s) and section(s) of the Agreement which are claimed to have been violated; (d) state in detail all of the facts of the incident on which the claim is based; (e) state the time and date of occurrence of the event on which the grievance is based, the Employer representative involved and the names of then known witnesses; and, (f) state the specific relief sought. The Association may include additional documents as attachments to the written grievance, which

will become part of the grievance documents. The parties will hold a presentation meeting within seven (7) calendar days, if required, and the Department Manager will give the Employer's answer in writing at this step within seven (7) calendar days after the grievance is presented to her or within seven (7) calendar days after the meeting if one is held by the Manager.

Step 3: If the grievance is not resolved in Step 2, then within seven (7) calendar days following the Department Manager's answer in Step 2 (or the expiration of the time for the Department Manager's answer at Step 2 if none is given), the written grievance may be presented to the Senior Vice President for Patient Services or her designee. The parties will hold a presentation meeting, if required, within seven (7) calendar days and the Senior Vice President for Patient Services will give the Employer's answer in writing at this step within seven (7) calendar days after the grievance is presented to her or within seven (7) calendar days after the meeting if one is held by the Senior Vice President.

Step 4: If the grievance is not resolved in Step 3, then within seven (7) calendar days following the Employer's answer in Step 3, the written grievance may be presented by the Association's Representative or his designee to the Employer's Director of Human Resources or his designee. The parties will hold a presentation meeting, if required, within seven (7) calendar days and the Director of Human Resources will give the Employer's written Step 4 answer within seven (7) calendar days after the grievance is presented to him or within seven (7) calendar days after the meeting if one is held by the Director of Human Resources. In the written answer, the Employer Representative will state the reasons for the acceptance or denial of the grievance.

27.03. When a grievance is appealed in the grievance procedure by presenting the grievance to the next higher Employer representative designated in Section 2, the Association representative presenting the grievance and the Employer representative receiving the appeal will indicate on the grievance the time and date it was presented and both will initial this entry.

27.04. If the Association fails to process a grievance to the next step within the time limits provided, the grievance will be considered disposed of on the last answer of the Employer and be considered waived and final, unless the parties mutually agree in writing to extend the time limits. The Association may withdraw a grievance at any step in this procedure by notifying the Employer in writing.

27.05. The Employer and the Association are solely vested with the power to settle any grievance at Steps 2 through 4 of the Grievance Procedure. Any settlement of a grievance in Steps 3 and 4 of the Grievance Procedure must be in writing.

27.06. Arbitration. If the grievance is not resolved as a result of the Employer's answer at Step 4 of the Grievance Procedure, the Association may, within twenty (20) calendar days of the Employer's answer at Step 4, notify the Employer in writing of its desire to submit the grievance to arbitration and timely thereafter initiate a request for a panel of arbitrators. Only the Association may request arbitration of the Employer. In the absence of such timely written notice, the grievance will be considered to have been finally resolved, waived and withdrawn on the basis of the Employer's answer in Step 4, and such resolution will be final and binding.

Those matters submitted to arbitration will be handled by an impartial arbitrator. The impartial party will be an arbitrator and will be selected from a panel of nine (9) arbitrators, who are members of the National Academy of Arbitrators with an office in Western Pennsylvania,

secured from Federal Mediation and Conciliation Service. Either party may once reject an entire panel prior to the initiation of the alternate strike process and ask that a new panel of arbitrators be provided. The arbitrator will be selected by alternately striking names until only one name remains, which shall be that of the arbitrator selected. For each arbitration case, the party winning a coin toss will choose the order of strike for its side.

The Arbitrator will have no jurisdiction to act beyond the interpretation and application of the terms of this Agreement. It will in no way be construed that the Arbitrator will have the jurisdiction or power to add to, subtract from, or modify in any way the terms of this Agreement. The Arbitrator will decide the dispute and render a written award and the award rendered by the Arbitrator will be final and binding on the Association, the Employer and the employees.

- 27.07.** Each party will bear the expenses of preparation and presentation of its own case and the expense of its own witnesses. If an employee witness is called by the Employer, it will pay her for lost time; if called by the Association, the Association will pay her for lost time, unless payment is waived by the employee. The expense of the arbitration and the meeting room will be borne equally by both parties. At the request of either party, a stenographic transcript will be made of the arbitration hearing. The cost of the transcript will be paid by the party requesting a copy of the transcript.
- 27.08.** The time limits set forth in the Grievance Procedure article are binding on the parties unless extended in writing by the parties, and the processing of a grievance to arbitration will not waive the right of the Employer to assert before the arbitrator or a court that the grievance was untimely or otherwise not arbitrable.
- 27.09.** All grievance meetings between the parties will be held at mutually agreeable times that do not interfere with Medical Center operations. Unless otherwise agreed, the Association's case at a grievance meeting will be presented by, in addition to the grievant, the grievant's Employee Representative(s) at Steps 2 and 3 and, at Step 4, also by the Association official outside representative.
- 27.10.** The Association specifically agrees that the grievance and arbitration procedure will be the only method available for adjusting employees' complaints. If an employee fails or refuses to follow the grievance procedure, except where otherwise provided for in this Agreement, and takes other deliberate action, such as a work stoppage or other interference with work, such action will make the employee and all other employees participating in such violation subject to immediate discharge or other disciplinary action.
- 27.11.** No individual employee may initiate an arbitration proceeding or move to confirm or vacate an arbitration award.
- 27.12.** Nothing in this grievance procedure will prevent the Employer from modifying any determination of a grievance to assure compliance with federal, state or local laws or statutory requirements; or standards or requirements of licensing, accrediting or other reviewing agencies.
- 27.13.** Any discharge of a nurse may be initially presented at Step 3 within seven (7) calendar days of the discharge. The date of the discharge shall have been set pursuant to the protocol reference

in Article 9.04, in order to afford the Nurse the ability to seek the advice of counsel prior to discharge.

- 27.14. The parties will not knowingly withhold relevant facts, evidence or issues in the steps of the Grievance Procedure.

ARTICLE 28. Contracting Out

28.01. The Medical Center recognizes that quality patient care and continuity of care are of paramount importance. To that end, the Medical Center may find it necessary to subcontract bargaining unit work. Where the Medical Center determines that subcontracting of bargaining unit work becomes necessary, such will occur under the following circumstances:

- 1) It is necessary to maintain quality patient care and continuity of care;
- 2) The Association has been notified in advance; and
- 3) No bargaining unit employee will be laid off, permanently or temporarily displaced from his/her position or assignment, have his/her hours reduced or shift altered by the utilization of subcontracted employees, unless the regularly employed nurse does not object to the proposed utilization. The foregoing language, as it applies to the specific work assignment, shall not be applicable to float or per diem nurses.

It is understood and agreed that if a float nurse can work multiple areas, he/she can be moved to another unit in order for an agency nurse to be put where he/she is qualified to work.

ARTICLE 29. Supervisors

29.01. It is specifically recognized that it may become necessary from time-to-time for a supervisor to perform work normally done by bargaining unit employees, to help out in emergencies or breakdowns, to maintain an uninterrupted flow of work and normal departmental efficiency, to instruct or train employees and to perform work of a trial or experimental nature. The Medical Center also retains the right to use supervisory or salaried employees to perform experimental, research or safety related work. The Medical Center may continue to maintain a "working manager" in departments where that function currently exists on the effective date of this Agreement and in any current or future department that employs five (5) or fewer RN FTEs, but that manager's performance of the nursing work in that department will not be figured into the base staffing matrix of that department, nor impact the availability of vacation time utilization open to the rest of the nursing staff of that department.

ARTICLE 30. Alternative Staffing

30.01. **72-Hour Scheduling Option.**

- 30.01. A. A 72-hour scheduling option ("72-Hour Option") has been developed to permit RNs to work a thirty-six (36) hour work week (72 hour pay period) and still maintain full-time status within the meaning of Section 5.02 of this Agreement.
- 30.01. B. The number of RNs eligible to participate in the 72-hour option has been determined on a unit-by-unit basis.
- 30.01. C. Those eligible to bid on available 72-Hour Option vacancies will continue to be limited to existing full-time employees within each unit. Should the number of full-time employees

bidding on 72-Hour Option positions exceed the number of positions available on a particular unit, the positions will be awarded to the most senior full-time RNs within each unit.

- 30.01. D.** If there are no vacancies for 72-Hour Option positions, but it is determined on a particular unit that the number of 72-Hour Option positions can be increased at any time in the future, these positions will be filled in accordance with the provisions as set forth in Section 30.01.C.
- 30.01. E.** If additional full-time positions on a particular unit are created subsequent to the initial filling of 72-Hour Option positions, both full-time and part-time employees on that unit will be eligible to bid on any such posted vacancies. If such new vacancies are not filled by those RNs within the unit, the Medical Center will post the positions for bid in accordance with the provisions of Section 23.04, where such provisions do not conflict with the terms of this article. If there are no qualified candidates for the posted positions from within the Medical Center, the Medical Center will have the flexibility of offering such 72-Hour Option vacancies to external candidates.
- 30.01. F.** Future 72-hour shifts may include variations of hours as posted, but shall not be less than eight (8) hour shifts unless mutually agreed. Weekend hours shall also be defined in the posting.
- 30.01. G.** RNs working the 72-Hour Option will be paid only for the actual seventy-two (72) hours worked. RNs will, however, be eligible to work additional shifts when available and, where additional shifts involve hours worked in excess of forty (40) hours per week, overtime compensation will be paid in accordance with the provisions of Section 10.13. Scheduling of additional shifts will occur after the schedule is posted. RNs electing the 72-Hour Option will be considered full-time for benefit purposes, including pension benefit contributions. Seniority accrual for 72-Hour Option RNs for purposes of Section 23.01.A. will be based on actual hours worked by 72-Hour Option RNs. 72-Hour Option RNs who take sick leave under Article 18 will be charged twelve (12) hours of sick leave for each twelve (12) hour shift not worked.
- 30.01. H.** In scheduling the 72-Hour Option RNs, the parties recognize that steady shifts cannot be guaranteed. Defined shifts will depend upon the staffing matrix on each nursing unit based upon the needs of that unit. 72-Hour Option RNs may need to rotate all shifts and, if staffing levels permit, 72-Hour Option RNs may have the alternative to work an eight (8) hour shift on holidays as set forth in Article 16.
- 30.01. I.** Vacations scheduled under Article 17 for 72-Hour Option RNs will be paid on the basis of forty (40) hours per week of vacation.
- 30.01. J.** Those RNs who successfully bid on a 72-Hour Option position will be obligated to remain in the position through the end of each calendar year, at which point they will have the option of leaving the program. There exists an annual "open enrollment" period each January, thereby allowing RNs the opportunity to either leave the program or to bid on any available vacancies. RNs successfully bidding on a 72-Hour Option position after June 1, 2011 or upon ratification of the contract (whichever is earliest) will not be eligible for the annual opt out.

30.02. Float Pool.

- 30.02. A.** The following work schedule practices have been established for Medical/Surgical-Critical Care RNs, Surgical Services Float RNs and Per Diem RNs. A general policy regarding Float/Per Diem RNs is attached hereto and made a part hereof.
- 30.02. B.** If a department of the Medical Center is designated by its administrative team as requiring an additional RN for a particular shift, the Float/Per Diem RN will be designated to fill the position, provided the Float/Per Diem RN is scheduled to work that shift and is competent and trained to take a full patient assignment within the department requiring an RN. All other RNs who are not scheduled to work in that department for that particular shift will be considered for assignment only if a Float/Per Diem RN is not available or competent and trained to take the assignment. If an RN in a particular department desires to fill the additional need and the Float/Per Diem RN is competent to work in another department that also has a need, the Float/Per Diem RN may be moved to that alternative department and the RN who desired to fill the need will be assigned to an additional shift.
- *Example:* A Float/Per Diem RN is scheduled the 7:00 a.m.-3:00 p.m. shift. Sixth Floor-Medical is overstaffed. Fourth Floor-Surgical requires an additional RN. Both the Float/Per Diem RN and an available Sixth Floor-Medical RN are competent and trained to work on Fourth Floor-Surgical. The Float/Per Diem RN will be scheduled to work on Fourth Floor-Surgical.
 - *Example:* An RN who normally works on Seventh Floor-Telemetry desires to work additional hours. A Float/Per Diem RN is scheduled to work on Seventh Floor-Telemetry, but is competent and trained and needed in the Emergency Room. The Float/Per Diem RN may be transferred to the ER and the Seventh Floor-Telemetry RN who desires the additional non-scheduled time will be assigned to work the available shift on Seventh Floor-Telemetry.
- 30.02. C.** Shifts that become available to meet the staffing matrix will be communicated to all RNs via email within one (1) week of the schedule being posted. Department RNs will have seven (7) days to volunteer for these shifts. After this seven (7) day period, Float/Per Diem RNs may volunteer for the remaining available shifts by contacting the Staffing Office.
- 30.02. D.** On a day-to-day basis, if a department is designated by the Medical Center's administrative team as needing an additional RN to work overtime, and both the Float/Per Diem RN and a resident department RN are interested in working an extra shift, the resident department RN will be given preference to work the available overtime. In addition, if RNs from the department that requires the additional staffing have indicated that they are willing to work extra shifts, attempts will be made to contact them prior to offering the overtime to the Float/Per Diem RNs.
- 30.02. E.** A Float/Per Diem RN may be assigned to a department where they are not fully trained or competent but, in so doing, they will only be assigned functional duties.

- 30.02. F.** Float/Per Diem RNs will not displace department RNs such that the department RNs can then be pulled to another department where the Float/Per Diem RNs are not competent and trained to work.
- 30.02. G.** Float/Per Diem RNs will not be assigned to work more than two (2) departments during their scheduled shift unless agreed to by the Float/Per Diem RN. This includes any mandated time worked. Assignment beyond two (2) departments per shift can be made when the Float/Per Diem RN is being requested to assist on additional departments with functional duties and not a patient assignment. The two (2) department assignment limitation does not apply to Surgical Services Float/Per Diem RNs who are expected to float throughout Surgical Services areas during the course of their shift, as patient activity warrants.
- 30.02. H.** Float/Per Diem RNs who are requesting wish time will receive voluntary EA time if their services are not needed within the departments where they are competent and trained to work. If a Float/Per Diem RN requests wish time, they will not be denied such EA time because a department RN was granted voluntary EA/wish time which resulted in a need for the services of the Float/Per Diem RN in that department. A master list of wish time granted to all RNs will be maintained in the Staffing Office. If two (2) or more Float/Per Diem RNs are scheduled on a shift and are requesting wish time, the wish time will be granted to the Float/Per Diem RN who has the least recently granted wish time.
- 30.02. I.** Prior to issuing mandatory EA time to a Float/Per Diem RN, RNs within the departments where the Float/Per Diem RN is competent and trained to be assigned will be given the opportunity for the wish time, and the Float/Per Diem RN will then be assigned to fill the resulting vacancy. The master list of voluntary EA time for all RNs will be used to determine whose wish time is granted in such circumstances where more than one RN desires wish time. The most senior RN with the least recently granted voluntary EA time will be granted the wish time.
- 30.02. J.** If the foregoing procedures fail to sufficiently reduce staffing, mandatory EA time will be issued. A master list of mandatory EA time for all RNs will be kept in the Staffing Office. Mandatory EA time will be issued, in rotational order, starting in inverse seniority order. All Per Diem RNs will first be cancelled before a Float RN is given mandatory EA. If two (2) Per Diem RNs are scheduled and EA time is necessary, the Per Diem RN with the least recent mandated EA time will receive the mandatory EA time.
- 30.02. K.** Float/Per Diem RNs will only be mandated overtime to cover Float/Per Diem RN call-offs in accordance with the provisions of Article 34 of this Agreement.
- **Example:** If a Float/Per Diem RN calls off ill and is scheduled to work in a particular department, attempts will be made to contact both RNs from that department and Float/Per Diem RNs who are competent and trained in that department in order to determine whether there are any volunteers to cover the vacancy caused by the call-off. If there are no volunteers, then the Float/Per Diem RN competent and trained in that department who was scheduled on the preceding shift will be assigned the mandatory overtime.

30.02. L. If a Float/Per Diem RN calls off, but two (2) departments are facing mandation and the Float/Per Diem RN to be mandated is competent and trained in both departments, the mandation of the Float/Per Diem RN will be determined based upon the mandation history of RNs in both involved departments.

- **Example:** A Float/Per Diem RN who is scheduled to work the 3:00-11:00 p.m. shift on Seventh Floor-Telemetry calls off ill. The Float/Per Diem RN who was working the 7:00 a.m.-3:00 p.m. shift was assigned to Fourth Floor-Surgical. The Seventh Floor-Telemetry and Fourth Floor-Surgical department RNs were contacted to determine their willingness to cover the available shifts and no volunteers were found. Both Fourth Floor-Surgical and Seventh Floor-Telemetry are facing mandation of an RN. Fourth Floor-Surgical and Seventh Floor-Telemetry mandatory overtime records will be combined and mandatory overtime shall be rotated in inverse order of seniority to one (1) RN in her own department. The Float/Per Diem RN will be assigned to the other unit requiring mandation.

30.02. M. If a Float/Per Diem RN calls off and there is no Float/Per Diem RN working on the preceding shift, mandatory overtime will be assigned in accordance with Article 34 of this Agreement.

30.02. N. Vacation selection for the Float will be as set forth in Article 17 of this Agreement. Medical/Surgical-Critical Care Float RNs will make vacation selections as a department. Surgical Services Float RNs will make vacation selections as a department. Medical/Surgical-Critical Care Float and Surgical Services Float vacations will be limited to two (2) RNs per week. This limit is regardless of full or part-time status. Float nurses working in departments that operate on a twenty-four (24) hour per day/seven (7) day per week basis may not schedule vacation time during the weeks of Christmas and New Year's. The Medical-Surgical/Critical Care Float RNs and Per Diem RN schedules will be completed by the Staffing Office. The Surgical Services Float RNs schedules will be completed by the Surgical Services managers. Requests for scheduling can be communicated via email or written request and must be received one (1) week prior to the date schedules are posted. Per Diem RNs must give a list of available time to the Staffing Office one (1) week prior to the date schedules are posted.

30.02. O. Float pool RNs will be assigned duties and responsibilities commensurate with their present skills and abilities.

30.03. In order to reduce the amount of mandatory excused absences, the Association and Medical Center agree to a new cross-training program that will be made available in those departments experiencing significant amounts of Mandatory Excused Absences (MEA) as defined below. Essential elements of the cross- training program include:

- A. For those departments with a significant amount of MEA (>150 hours every 6 months), IRMC will offer cross-training opportunities as a strategy to decrease MEA.
- B. IRMC will identify the number of positions and the secondary unit available for cross-training taking into account overtime, current staffing situation, flexibility of existing workforce and succession planning.

- C. Positions will be posted. Full-time, part-time, and casual employees may apply.
- D. Cross-training position will be awarded to the most senior candidate who will be able to complete cross-training within 80 hours. Such candidates may not be in the formal discipline process (i.e., first Written Warning and above) or have an overall below standard performance evaluation rating.
- E. IRMC will ensure 80 hours of dedicated orientation time within 2 consecutive schedules. Requirements of the positions (for example: ACLS, PALS, NRP-NALS) must be completed within 6 months.

IRMC will pay the cost of required certifications.
- F. When EA is to occur on the home unit, RNs cross-trained will be moved to the secondary unit, if work is available.
- G. RNs have the responsibility to maintain the skills and competencies in the secondary unit. If the RN has not worked in the secondary unit at least 24 hours in the previous three (3) month period, they must inform both managers of the need to be scheduled at least 18 hours in the secondary unit.
- H. RNs may be pre-scheduled to the secondary unit or may be re-assigned to the secondary unit based on staffing needs. This reassignment will not occur unless adequate coverage on the home unit can be maintained.

Six (6) months after the implementation of the cross-training program, the Medical Center and the Association will arrange a time to meet and discuss the operation of this provision. If the program is successful, the parties will expand the program to departments where needed. The order of assigning Mandated EA (Appendix B) will also be reviewed after six months.

ARTICLE 31. Substance Abuse

- 31.01. It is recognized that the Employer is committed to providing a drug free workplace and maintains a zero-tolerance drug and alcohol policy. No employee will be at work under the influence of drugs or alcohol. This includes light duty or clerical work that may be assigned upon return to work following a period in which the employee was prescribed a controlled substance for the management of pain. No employee will possess or use alcohol or illegal drugs, illegal narcotics or other illegal controlled substances or engage in the illegal use of alcohol, drugs, narcotics, or other controlled substances on Employer property or during working hours (including lunch and rest periods). Nurses will be made aware of this substance abuse policy before or during orientation. Violations of this provision may result in disciplinary action, up to and including suspension or termination of employment, or counseling, education or referral to the Medical Center's Employee Assistance Program, depending upon the circumstances surrounding the violation.
- 31.02. An employee who voluntarily advises or admits when confronted by the Medical Center to an alcohol, narcotic or substance abuse problem will be eligible for a leave of absence for the purpose of treatment and rehabilitation for a period not to exceed thirty (30) days. Upon approval, such employee will be eligible to utilize accrued sick leave and/or vacation during this thirty (30) day leave period and benefits will continue to be provided. The leave must be

requested prior to the commission of an act subject to disciplinary action. Upon completion of the leave, the Employer may require the nurse to provide certification that she is capable of performing her duties and free from the effects of the prior dependency. The nurse must also agree to random testing upon return to work for a period of one (1) year as a condition of the leave. In the case of such an employee, a positive test or a refusal to test will be cause for termination.

- 31.03.** Should a supervisor have reasonable suspicion to believe that a nurse has reported for work or is working while under the influence of alcohol, narcotics or any other controlled substance, the supervisor will have the right to notify the nurse and to immediately take appropriate action, including suspension and/or discharge of the nurse without pay. This action may be based upon such factors as potentially jeopardizing patient or workplace safety or non-performance of job duties due to impairment. The Medical Center may then require and/or inform the employee of the right to immediately secure a test, at Medical Center expense at a facility designated by the Medical Center, to determine whether or not the employee is under the influence of alcohol, narcotics or any other controlled substance. Prior to submitting to such testing, the nurse will have the right to request to consult with an Association representative, so long as such consultation does not unduly delay the testing process. The testing will be performed at a qualified laboratory, and will be accomplished in a manner compatible with nurse dignity. Laboratories shall use split sample protocols to ensure confirmatory testing at a second, qualified laboratory at the nurse's expense. Any nurse who is taking narcotics or other controlled substances under the direction of a physician must report this fact to the Medical Center before a test is conducted.
- 31.04.** Should the nurse refuse to take the test, this could be a basis for disciplinary action up to and including discharge.
- 31.05.** If the nurse undergoes the test and is found conclusively to not be under the influence of alcohol, narcotics or other controlled substances, the suspension will be removed, the employee's record will immediately be purged of any mention of the suspension and the employee will be made whole for all working time lost due to the suspension, unless the discipline is imposed for other misconduct arising out of the incident that gave rise to the test.
- 31.06.** If the employee undergoes the test and is found to be under the influence of alcohol, narcotics or other controlled substances, this will be cause for discipline, up to and including discharge. A split sample will be used to confirm positive results.
- 31.07.** Should any government or regulatory agency require or impose stricter standards for employees in classifications covered by this Agreement, those standards should be deemed incorporated herein.
- 31.08.** The Medical Center recognizes that since all nurses have a right to their privacy, disciplinary action against a nurse for criminal convictions for off-duty possession, use or abuse of controlled substances will only be taken where this off-duty conduct directly impairs the nurse's on-the-job performance, or where said conviction adversely impacts the Medical Center or its reputation within the community. Nothing herein will be deemed to be a limitation upon the Employer's recognized right to require screening for substance abuse in pre-employment physical examinations.

- 31.09. Investigations and reports to licensing agencies will be conducted in accordance with the requirements set forth in Section 14.1, "Impaired Professionals Program", of "Pennsylvania's Professional Nursing Law."

ARTICLE 32. Emergencies

- 32.01. It is agreed that in the case of an emergency, such as flood, fire, epidemic, catastrophe or other unforeseen major contingency, including severe weather conditions and acts of God, the terms of this Agreement will not be deemed to apply in connection with measures deemed necessary for the care and protection of patients, employees, buildings, grounds and equipment or reasonably necessary to repair and place the same in condition thereafter for occupancy. The Medical Center will not invoke this article arbitrarily and will not suspend the provisions of this Agreement for any longer than required as a result of the emergency.

ARTICLE 33. Temporary Reassignments

- 33.01. Nurses shall keep a record of temporary reassignments, including their name, date and location of assignment.
- 33.02. No nurse will be reassigned to an in-patient unit more than once per scheduled shift without the nurse's consent. Nurses may be reassigned to other than in-patient units (including OR, PACU, ACU, Special Services, Cath Lab and ER) for functional duties as departmental needs require.
- 33.03. If a nurse has been called in to work within twenty-four (24) hours prior to the shift in question, or is on overtime, no nurse will be reassigned from that unit unless the nurse whose turn it is to be reassigned agrees otherwise. In addition, nurses will not be reassigned on legal holidays without their consent.
- 33.04. If a nurse is reassigned to another unit and if nursing management, in consultation with the charge nurse, determines the situation in the original department changes after the time of the reassignment so that a nurse is needed in the original department, the nurse will be sent back.
- 33.05. Nurses temporarily reassigned to another unit will be assigned duties and responsibilities commensurate with their present skills and abilities. Such an assignment may be a full patient assignment with the nurse's consent, a reduced number of patients assigned, or an assignment consisting of functional nursing duties.
- 33.06. The areas of CRNAs, Operative Suites, PACU, OB and RCC are unable to receive reassigned nurses unless the nurse has documented experience and/or skills in that area and agrees to be reassigned. In addition, the nurses from these areas may not be reassigned without their consent.
- 33.07. Rather than temporarily reassigning a nurse to a particular unit, the Medical Center may decide to reassign a nurse to a "house float" position.
- 33.08. Unit managers will not assume a total patient care assignment on a unit from which a nurse has been reassigned.

ARTICLE 34. Mandatory Overtime

In addition to the provisions contained in the "Prohibition of Excessive Overtime in Health Care Act", the following shall apply to mandatory overtime:

- 34.01.** Mandatory overtime shall only be assigned after the Medical Center has attempted all alternative methods of staffing and not as a method of routinely staffing the department. These alternative methods shall include: calling nurses who are not scheduled to work; asking for volunteers to stay/come in early; trading of scheduled days; on units where nurses take call, placing nurses in "on-call" status; temporarily reassigning nurses; and redistribution of the workload. Mandatory overtime shall be rotated in inverse order of seniority among nurses in the department where it is needed.
- 34.02.** Every nurse shall have the right to postpone the assignment of mandatory overtime two (2) times per calendar year. If all scheduled nurses on a unit exercise their right to postpone the assignment, the assignment will be given to the nurse who is next in the rotation sequence. The system of rotating scheduled overtime currently in existence in PACU shall continue.
- 34.03.** Nurses will not be mandated to work more than sixteen (16) consecutive hours. Exceptions will include nurses scheduled to work the night shift who will not be mandated to work more than an additional four (4) hours without their consent, and CRNAs working the twenty-four (24) hour call shift who will not be mandated to work more than an additional two (2) hours at the end of their call shift without their consent. Nurses will not be mandated to work more than two (2) times during any six (6) month period.
- 34.04.** Nurses who are working extra (either those who have been called-in to work or those who have voluntarily agreed to work at least four (4) hours in excess of their scheduled shift) will be exempt from any mandatory overtime at the completion of such extra hours.
- 34.05.** A nurse who has worked mandatory overtime shall not be required to return to the Medical Center to work for at least ten (10) hours following the end of said shift, unless the nurse agrees otherwise.
- 34.06.** Nurses who are required to work mandatory overtime shall be paid at time and one-half (1½) their regular hourly rate of pay.

ARTICLE 35. Staffing

- 35.01. General Overview.** The Medical Center and Association share the common goal and responsibility of providing to area residents and visitors nursing care which is both safe to the patient and of the highest possible quality in a manner consistent with employee safety and health. The Medical Center and Association agree that staffing needs fluctuate over time and are influenced by many factors. The process to achieve a high-quality standard of care includes careful consideration of the following interrelated elements:
- 1) Establishment of a worked-hours-per-patient-day standard for each nursing unit that allocates the different categories of licensed and unlicensed personnel according to the established worked-hours standard.
 - 2) Establishment of a core staffing matrix based upon the budgeted worked-hours standard and a budgeted average workload (e.g., average daily census, patient visits, etc.).

- 3) Varying patient acuity levels are factored into the worked-hours standard and a higher worked-hours standard is assigned to those nursing units that have a higher level of acuity.
- 4) Development of nurse patient assignments, prior to the start of each shift, with the discussion and collaboration of the current shift's nursing staff. Consideration is given every shift to the change in patient care requirements, with assignments then being increased or decreased accordingly.
- 5) Assignment of support staff each shift to assist the licensed nursing staff based on the changing needs of the patients.

35.02. Professional Issues. A Professional Issues Committee ("PIC") will be established no later than March 1, 2004. An equal number of members from both the Medical Center and the Association of no more than four (4) from each will be appointed and shall meet every two (2) months. Meetings of the PIC will be scheduled in advance for the year. Association members of the PIC will work collaboratively with their respective managers or through the self-scheduling process to ensure their attendance at these meetings. The primary focus of the PIC would be to:

- 1) Discuss optimal and evolving methodologies used by hospitals to determine and meet staffing needs for patient care assignments.
- 2) Discuss current issues of mutual concern from both nurses and administration relating to clinical practices and nursing care provided by nurses of the Medical Center.
- 3) Mutually develop guidelines for resolving staffing challenges, including the development of strategies to ensure appropriate resources during predictable peaks in workload.
- 4) Identified issues will be addressed and resolved within a prompt and reasonable time frame.

It is understood that the Medical Center retains the final discretion with regard to any recommendations that are brought forth from these meetings which seek to establish guidelines for staffing and professional issue resolution with significant input from the full membership of the PIC. Recommendations and the attendant positions will be recorded in the minutes of the PIC and available for review.

The Medical Center and Association acknowledge that changes in the healthcare delivery system have and will continue to occur. If significant modifications to current nursing practices become necessary, the Medical Center will discuss the matter with the Association prior to making such modifications. It is understood that the Medical Center retains final discretion, but only after careful consideration of all factors, including the input of the nurses.

Business meetings will be held between the Medical Center and the Association upon a fourteen (14) day notice from the Association. These meetings, limited to two (2) times per year, will be designed to discuss business, financial, quality and customer satisfaction issues, as well as issues of importance to the nurses. Medical Center participation will include Senior Management representatives and the Director of Human Resources. Nursing participation will be at the discretion of the Association to include the labor representative and up to eight (8) staff nurses. Any officers/committee members in attendance will be compensated at his or her regular hourly rate for the time attending such meetings.

It is recognized that the above represents a major change in philosophy and approach from what has typically occurred between the Medical Center and the nurses. The success of this endeavor will be up to each side as communications take place each quarter and ultimately be measured by the mutual trust accumulated over the term of this Agreement.

- 35.03.** Recognizing that healthcare resources are limited and everyone from the Direct Care Staff to the CEO has an obligation to use available resources as effectively and efficiently as possible, the Nurse Staffing Committee is formed to provide a collaborative effort to ensure that staffing guidelines meet patient needs and to provide a healthy work environment for registered nurses and licensed practical nurses.

The Nurse Staffing Committee should have no more than thirteen (13) members, with the Association selecting its own participants utilizing collaboratively developed expectations and qualifications for members, with ad hoc attendance permitted based on specific concerns. Mechanisms will be developed to ensure that at least fifty percent (50%) of the committee are staff/Direct Care RNs; that all shifts are represented; that nursing specialties are represented; and that members have designated terms of service. Periodic quality evaluation tools will be developed jointly. Meetings will be held bi-monthly, the same month as the PIC meetings, led by the Chief Nurse Executive or designee. Minutes will be collaboratively developed and distributed via Meditech Cabinet or Nursing Intranet. Any officers/committee members in attendance will be compensated at his or her regular hourly rate for the time attending such meetings.

The function of the committee shall be to review staffing guidelines, taking into consideration the following:

- Individual and aggregate patient needs and requirements for nursing care
- Specialized qualifications and competencies of nurses and support staff
- Availability and requirements for specialized equipment and technology
- The geographic environment of the facility
- Patient safety when planning nurse work hours and assignments
- Nationally recognized evidence-based standards and guidelines
- Evaluation of the care delivery system based on resources
- Provision of safe patient care and adequate nurse staffing with emphasis on care delivery models based on available resources
- Availability of resources during unusual circumstances and during emergencies

The role of the Nurse Staffing Committee is to offer recommendations for a nursing services staffing plan that is cost effective and ensures that the hospital has a staff of competent nurses with skills required to meet patient needs. At least annually, the committee will review the effectiveness of the staffing plan using indicators such as patient satisfaction, quality indicators, fiscal management and nurse satisfaction.

- 35.04 Staffing Guideline Development.** The Medical Center will work in collaboration with the nursing staff, through the PIC, to review work assignments and the process to determine work assignments in all nursing units. Staffing resources will be analyzed using the current budgeted worked hours and the RN staffing matrixes listed below.

The current RN staffing matrixes in effect on the effective date of this Agreement for all nursing departments will serve as the core staffing guidelines for those departments, subject to modifications under the PIC evaluation process. Where applicable, specialty units will

continue to follow the assignment targets established by the relevant national organizations (e.g., operating room assignments are determined as per guidelines set forth by the Association of Operating Room Nurses). The current staffing matrixes and ratios are as follows:

UNIT	ADC/Census	RNs Days	RNs Evenings	RNs Nights
<i>Peds</i>	(Census 1-8)	2	2	2
<i>Peds</i>	(Census 9-11)	2 RNs & 1 LPN	2 RNs & 1 LPN	2 RNs
<i>Peds</i>	(Census 12-14)	3 RNs	3 RNs	2 RNs & 1 NA
<i>7T</i>	23	1:4	1:4	1:5-6
<i>6th</i>	27	1:5	1:5	1:6-7
<i>OB</i>	Post Partum . 5.5 Nursery 4 L & D . . 2 + OP	3	3	3
<i>4S</i>	(Census 1-8)	2 RNs	2 RNs	2 RNs
<i>4S</i>	(Census 9-12)	3 RNs	3 RNs	3 RNs
<i>4S</i>	(Census 13-16)	4 RNs	4 RNs	3 RNs
<i>4S</i>	(Census 17-20)	5 RNs or 4 RNs + LPN	5 RNs or 4 RNs + LPN	4 RNs or 3 RNs + LPN
<i>OR</i>	Varies	1:1 . . . RN/ORT or RN + RNFA pm	Same	1 on-call team RN, OR Tech/ RN + RNFA
<i>PACU</i>	Varies	1:1-2 based on recovery phases	Same	RN on-call
<i>ACU</i>	Varies	9-10	2-3	0
<i>Endo Procedure Rm</i>	Varies	1:1 RN	Team on-call	Team on-call
<i>ICU</i>	5	1:2	1:2	1:2
<i>Rehab</i>	Varies	1:8 could include LPN	1:8 could include LPN	1:14 includes LPN
<i>BHS</i>	10	1:6-7	1:6-7	1:8
<i>ED</i>	94.7	7A - 9A 4 9A-11A 6 11A -3P 9	3P - 5P 9 5P - 7P 9 7P - 9P 9 9P-11P 8	11P-1A 5 1A-3A 4 3A-7A 3
<i>Anesthesia</i>	Varies	1:1	1:1	1:1
<i>Care Managers</i>	Varies	Will not receive Mandatory EA; can be reassigned consistent with Article 33.05		

It is extremely important that the Medical Center and the nursing staff recognize these targets as **guidelines only**. The census and the patient care needs on any given shift on any given day are subject to continuous fluctuation. The determination of staffing needs is a constant, dynamic process influenced by any one or a combination of the following factors: patient acuity, technology, unit census, qualifications of staff, staff mix and the needs and acuity of the overall Medical Center census. It is important to also recognize that there are factors beyond the Medical Center's control, such as call offs, unplanned leaves of absence and unexpected spikes in census or acuity, that may affect staffing targets; however, the Medical Center will address such factors promptly in order to ensure adequate staffing. The Medical Center will continue to staff sufficient numbers of unassigned RN resources (e.g., floats, casuals and per diems) to deal adequately with issues related to variability in census, acuity and the flow of admissions and discharges through the facility.

35.05. Problem Resolution Process. The Medical Center and Association commit to the following problem resolution process:

- 1) A nurse who believes his/her patient assignment is inappropriate or unsafe shall take immediate action to notify the charge nurse who will reevaluate the assignment and make changes where possible.
- 2) Should the charge nurse require assistance with resolving the identified issue, the nursing manager, or her designee, will be notified to help manage the workload consistent with the mutual intentions expressed and committed to by the Medical Center and by the Association.
- 3) Any consistent trends identified by nurses from a specific nursing unit related to their staffing assignments will be referred to the Unit Manager, Director, Senior Vice President of Patient Services and the PIC for review, discussion and resolution.
- 4) The Senior Vice President of Patient Services, or her designee, will engage the Unit Manager and staff in resolving the identified staffing issue in a timely fashion and will not be limited to waiting for the next PIC meeting before action is taken.
- 5) Any actions taken will be reviewed and discussed at the next following PIC meeting.
- 6) The Senior Vice President of Patient Services will ensure that supervisory personnel adhere to the problem resolution process consistently and take such action deemed necessary to effectuate that commitment.
- 7) It is agreed that any problem identified under this section shall not be subject to the grievance and arbitration process without first being processed fully through the problem resolution process set forth herein, except as otherwise provided in other articles of this Agreement.
- 8) The parties agree that the utilization of this problem resolution process will not impede or otherwise compromise the continuity of care provided to Medical Center patients.

ARTICLE 36. Miscellaneous

36.01. Addresses. All employees must have on file with the Medical Center Human Resources Department their current address and telephone number through which they can be reached. The Employer may rely on the said addresses and telephone number in notifying employees as called for pursuant to the terms of this Agreement. The Employer will not be liable for any damages, pay or alleged violation of this Agreement in the event the Employer cannot contact an employee at the address or telephone number on file with the Employer.

36.02. Unless waived in writing by the Medical Center, nurses desiring to resign employment must provide the written notices as set forth below and work as scheduled during these notice periods in order to be eligible for reemployment and/or any benefits provided upon resignation:

<u>Status</u>	<u>Calendar Weeks' Notice</u>
<i>Hourly RNs</i>	<i>Two (2)</i>
<i>Exempt RNs</i>	<i>Three (3)</i>
<i>CRNAs</i>	<i>Four (4)</i>

Nurses who call off ill during the required notice periods will not be eligible for reemployment and/or benefits provided upon resignation unless they submit a doctor's excuse documenting their illness.

- 36.03.** The Association recognizes that it is in the best interest of the Medical Center and all employees thereof for employees to recognize and comply with Medical Center policies and procedures as they are promulgated and/or amended from time-to-time. To this end, the Association and the Medical Center pledge their joint cooperation in supporting the Medical Center's policies and its efforts to have employees comply therewith.
- 36.04.** An employee will not engage in any employment which might interfere with the employee's fitness for his/her regularly scheduled shifts at the Medical Center.
- 36.05.** No employee will discuss or disclose any confidential information concerning the Medical Center, its patients or its employees except as necessary and authorized by the Medical Center in the course of the employee's job duties.
- 36.06.** Employees will comply with any and all such customer service expectations, corporate compliance programs and codes of ethics as may be made applicable to them.

ARTICLE 37. Separability and Savings

- 37.01.** If any article or section of this Agreement or of any supplement(s) thereto should be held invalid by operation of law or by final order of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplement(s) thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.
- 37.02.** In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Association for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. The parties will not have access to Article 27 for disputes arising under this article but may submit such disputes through submission agreement to interest arbitration if mutually agreeable. Article 4 will not be affected hereby and will remain in full force and effect.

ARTICLE 38. Duration

- 38.01** This Agreement will become effective as of November 1, 2015 and will remain in effect until October 31, 2018. Should either party desire to reopen this Agreement effective November 1, 2018, the requesting party must notify the other party, in writing, of its desire to reopen this Agreement ninety (90) days prior to November 1, 2018. If neither party gives timely written notice of such desire to reopen, this Agreement shall continue in effect until such time that a party seeks to modify or terminate this Agreement as provided herein. Any negotiations resulting from such reopener shall be limited to across-the-board wage rates, with the parties reserving their right to strike or unilaterally implement at impasse if they are not able to reach agreement in such negotiations. If either party desires to terminate or modify this Agreement, is must, ninety (90) days prior to October 31, 2018, give written notice by registered or certified mail, of its desire to terminate or modify. If neither party gives written notice to terminate or modify this Agreement as provided above, this Agreement will continue in effect from year-to-year thereafter, subject to termination by either party at a subsequent October 31 on ninety (90) days' written notice prior to October 31 of any subsequent year.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused these presents to be executed this 31ST day of July, 2017 by their duly authorized officers.

**Indiana Registered Nurses Association /
HealthCare-PSEA/AFT-HealthCare, Local 5120**

[Signature]
Roseann M. Stanuscia
[Signature]
Robin E. Miller
Lois Traister

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Indiana Regional Medical Center

[Signature]
James Kinner
Mej Freeman

Martha C. Roubj
Robert Goye
[Signature]

APPENDIX A

IRMC Registered Nurses' 2015-2016 Wage Schedule (4.0% increase)

Job Title	Start	6 mos.	18 mos.	30 mos.	42 mos.	54 mos.	66 mos.	120 mos.	180 mos.
Admission/Resource Nurse	\$25.72	\$26.47	\$27.37	\$28.39	\$29.49	\$30.52	\$31.76	\$32.25	\$32.74
Admission/Resource Nurse –72	\$25.72	\$26.47	\$27.37	\$28.39	\$29.49	\$30.52	\$31.76	\$32.25	\$32.74
Pre-Op Testing Facilitator	\$25.72	\$26.47	\$27.37	\$28.39	\$29.49	\$30.52	\$31.76	\$32.25	\$32.74
Registered Nurse	\$25.72	\$26.47	\$27.37	\$28.39	\$29.49	\$30.52	\$31.76	\$32.25	\$32.74
Registered Nurse – 72	\$25.72	\$26.47	\$27.37	\$28.39	\$29.49	\$30.52	\$31.76	\$32.25	\$32.74
Charge Nurse	\$27.22	\$27.97	\$28.87	\$29.89	\$30.99	\$32.02	\$33.26	\$33.75	\$34.24
Charge RN – 72	\$27.22	\$27.97	\$28.87	\$29.89	\$30.99	\$32.02	\$33.26	\$33.75	\$34.24
Float Nurse	\$38.74								
Per Diem	\$41.74								

Job Title	Minimum	Mid	Maximum
Perinatal Instructor	\$22.71	\$28.49	\$34.13
Care Manager	\$25.36	\$31.70	\$38.32
Chronic Care Coordinator	\$25.36	\$31.70	\$38.32
Diabetes Inpatient Nurse Clinician	\$25.36	\$31.70	\$38.32
Diabetes Outpatient Nurse Clinician	\$25.36	\$31.70	\$38.32
Oncology Nurse	\$25.36	\$31.70	\$38.32
Nurse Education Specialist	\$25.72	\$30.94	\$39.34
IP/Staff Ed Coordinator/Enterostomal Therapist	\$26.40	\$32.98	\$39.59
RN First Assistant	\$28.67	\$35.87	\$43.02
Nurse Anesthetist – Full-time; Part-time	\$79.67		
Nurse Anesthetist – 72	\$79.67		
Nurse Anesthetist – Casual	\$89.67		

APPENDIX A

IRMC Registered Nurses' 2017-2018 Wage Schedule (1.5% Increase)

Job Title	Start	6 mos.	18 mos.	30 mos.	42 mos.	54 mos.	66 mos.	120 mos.	180 mos.
Admission/Resource Nurse	\$26.11	\$26.87	\$27.78	\$28.82	\$29.93	\$30.98	\$32.24	\$32.73	\$33.23
Admission/Resource Nurse – 72	\$26.11	\$26.87	\$27.78	\$28.82	\$29.93	\$30.98	\$32.24	\$32.73	\$33.23
Pre-Op Testing Facilitator	\$26.11	\$26.87	\$27.78	\$28.82	\$29.93	\$30.98	\$32.24	\$32.73	\$33.23
Registered Nurse	\$26.11	\$26.87	\$27.78	\$28.82	\$29.93	\$30.98	\$32.24	\$32.73	\$33.23
Registered Nurse – 72	\$26.11	\$26.87	\$27.78	\$28.82	\$29.93	\$30.98	\$32.24	\$32.73	\$33.23
Charge Nurse	\$27.61	\$28.37	\$29.28	\$30.32	\$31.43	\$32.48	\$33.74	\$34.23	\$34.73
Charge RN – 72	\$27.61	\$28.37	\$29.28	\$30.32	\$31.43	\$32.48	\$33.74	\$34.23	\$34.73
Float Nurse	\$39.23								
Temporary Staff Nurse	\$42.23								

Job Title	Minimum	Mid	Maximum
Perinatal Instructor	\$23.05	\$28.92	\$34.64
Care Manager	\$25.74	\$32.18	\$38.89
Chronic Care Manager	\$25.74	\$32.18	\$38.89
Diabetes Inpatient Nurse Clinician	\$25.74	\$32.18	\$38.89
Diabetes Outpatient Nurse Clinician	\$25.74	\$32.18	\$38.89
Oncology Nurse	\$25.74	\$32.18	\$38.89
Nurse Education Specialist	\$26.11	\$31.40	\$39.93
IP/Staff Ed Coordinator/Enterostomal Therapist	\$26.80	\$33.47	\$40.18
RN First Assistant	\$29.10	\$36.41	\$43.67
Nurse Anesthetist – Full-time; Part-time	\$80.87		
Nurse Anesthetist – 72	\$80.87		
Nurse Anesthetist – Casual	\$90.87		

APPENDIX B Personnel Policies and Procedures

INDIANA REGIONAL MEDICAL CENTER PERSONNEL POLICIES AND PROCEDURES

TITLE/SUBJECT: EXCUSED ABSENCE
REVIEW DATE: 4/99

EFFECTIVE DATE: 2/15/99
REVISION DATE: _____

APPROVED: _____
Vice President

POLICY: Individual Department and Unit. Staffing will be reviewed on a daily basis and adjusted, if necessary, to ensure that the appropriate levels of service or care are rendered.

The appropriate workload or volume indicator(s) will be developed by each respective Department Director and their Administrative Staff member.

PURPOSE: If and when the pre-scheduled staffing for a specific unit or department exceeds the staffing levels needed, the protocol for adjusting the staffing will be conducted in a consistent manner throughout the hospital.

PROCEDURE: In the event of the necessity for temporary staff reduction, the temporary reductions will be achieved in the following order:

1. Employees will be polled to learn if anyone wants to volunteer to not work or go home prior to the end of their shift and receive EA time or use available vacation or holiday time.
2. Cross-trained employees
3. Per diem
4. Float Shift above FTE Fractional
5. Float Regular Shift
6. Casual and Temporary employees will then be cancelled
7. Department RN Shift above FTE Fractional
8. Regular full-time and part-time employees will then be asked if they would like to take holiday time, vacation time, or excused absence time.
9. Mandatory Excused Absence is given only when the appropriate staffing levels are in need of further adjustments. Regular full-time and part-time employees will then be approached according to the Excused Absence Rotation List (sample attached). Employees may use available vacation, holiday, or excused absence time.

The Excused Absence Rotation List will be developed by each Department Director. These department lists will include the regular full-time and part-time employees. The employees will be listed with the employee with the least number of hospital-paid hours first, to the employee with the most number of hospital-paid hours last. This list can easily be developed using the Benefit Accrual reports. Each department must determine whether it is most appropriate to use one list for all full-time and part-time employees, or if more than one list is needed for different positions.

The date and hours of Excused Absence time are recorded on the Excused Absence Rotation List. A "turn" on the list is considered four (4) hours. After an employee accumulates four (4) hours of excused absence time, the next employee on the Rotation List is called.

GENERAL:

1. If employee shifts are reduced or canceled, the maximum advance notice will be given to the affected employees.
2. The minimum amount of notice to employees prior to their arrival at work is two (2) hours.
3. Directors will make every effort to staff appropriately on holidays. There will be no mandatory EA time on the legal holidays observed by the hospital. This refers to the actual day of the holiday.
4. Employee's hours reduced by Mandatory EA time will be limited to one (1) reduction of hours per shift (i.e., a 12-hour shift employee scheduled 7:00 a.m. to 7:00 p.m. is advised at 11:00 a.m. that they need to leave work at 4:00 p.m. At 1:00 p.m., the Department Director realizes that this employee can leave at 2:00 p.m. The Department Director can ask

this employee to leave at 2:00 p.m. or ask for volunteers from other staff members. If no other volunteers are found, the next person on the EA Rotation List will be given two (2) hours of EA time.

5. Excused time off is only to be used when a temporary overstaffing situation occurs.
6. Exempt employees will schedule EA time according to the procedure on page 1 of this policy. The difference is excused absence for exempt employees will be in increments of one (1) day (8 hours). They may also use vacation or holiday time.
7. Excused Absence time will be listed as "K" hours for purposes of crediting employees with hours, which will be included in the calculation of benefit accruals and service time.

EXCUSED ABSENCE ROTATION LIST

Department Director: _____

Job Title/Skill Level: _____

DATES/HOURS: _____

<i>Paul Smith</i>	2,080 hours	1/1/98 4 EA	4/1/98 4 EA
<i>Betty Jones</i>	5,000 hours	1/5/98 4 VAC	
_____	7,000 hours	1/29/98 4 EA	
_____	12,000 hours	2/1/98 4 EA	
_____	15,000 hours	2/1/98 6 EA	
_____	17,000 hours	2/11/98 4 EA	
_____	20,000 hours	2/28/98 4 EA	
<i>Harry Reynolds</i>	22,000 hours	3/1/98 4 EA	

APPENDIX C Personnel Policies

Leaves of Absence

IRMC: H.R. No. 420

SUBJECT: FAMILY MEDICAL LEAVE OF ABSENCE (FMLA)

PURPOSE: Indiana Regional Medical Center will comply with the Family and Medical Leave Act implementing regulations as revised effective January 16, 2009 and amendments under the National defense Authorization Act of 2010 (NDAA) and the Airline Flight Crew Technical Corrections Act (AFCTCA). The Medical Center posts mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Act. These rights can be found in the Employee Handbook found on the IRMC Intranet and are posted outside the Human Resource Office. The Medical Center also posts the DOL supplementary information concerning Military Family Leave at the same location.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

FMLA OVERVIEW: Under this policy, Indiana Regional Medical Center will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month rolling year to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

ELIGIBILITY REQUIRMENTS:

- Must have been employed by the Medical Center for at least 12 months
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, unpaid hours (with exception of Excused Absence -- EA), sick hours and FMLA hours will not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

FMLA CIRCUMSTANCES: To qualify as FMLA under this policy, the employee must take leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child
- 2) The placement of a child for adoption or foster care and to care for the newly placed child
- 3) To care for a spouse, child or parent with a serious health condition
- 4) The serious health condition of the employee (including worker's compensation)
- 5) Qualifying exigency FMLA leave is available to family members of regular armed service members, as well as family members of Reserve and National Guard members, so long as they are being deployed to a foreign country. Under "Rest and Recuperation" exigency, an eligible employee can take up to 15 calendar days of leave to spend with a covered family member who is on short-term, temporary Rest and Recuperation leave during deployment.
- 6) Military Caregiver Leave (also known as covered service member leave) to care for an ill or injured service member
- 7) Caregiver Leave for Veterans: It now can be taken up to five years *after* the service member leaves the military and for an injury or illness that results from a condition that predates the individual's active duty but that was exacerbated by the military service

PROCEDURE:

- 1) All employees requesting FMLA must provide verbal or written notice of the need to their Department Manager. The Employee will be given leave paperwork and be directed to Human Resources. Within 5 business days after the employee has provided this notice, Human Resources will complete and provide the employee with the Department of Labor (DOL) Notice of Eligibility and Rights and Responsibilities.
- 2) When the need for leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA less than 30 days in advance, the employee must provide notice of the need for leave either the same day or the next business day. When an FMLA leave is not foreseeable, the employee must comply with their department's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. Failure to give proper notification may result in delay or denial of leave.
- 3) Paperwork for certification of the leave will be provided to the employee by Human Resources. The employee is responsible for submitting paperwork to the appropriate provider to obtain certification. Paperwork should be returned to Employee Health within 15 days. Certification must be complete and sufficient.
- 4) After the employee has submitted a completed and appropriate certification form, Human Resources will be notified by Employee Health of Medical Certification approval/denial. Within 5 business days, Human Resources will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

AMOUNT OF LEAVE: An eligible employee can take up to 12 weeks for FMLA circumstances (1) through (5) above under this policy during any 12-month period. The Medical Center will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Medical Center will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short notice-deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of leave.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

Under FMLA circumstances (1) through (5) a FMLA may be taken as long as 6 months, pending Department Director approval, but the period of job and benefit protection is limited to 12 weeks. Under FMLA circumstances (1) and (4), the period of job and benefit protection is limited to 12 weeks or the amount of paid sick time (up to six months) accrued by the employee at the time of the leave, whichever is longer. For a part-time employee, the period of job and benefit protection is extended for the amount of paid sick time that exceeds 480 hours that the part-time employee has accrued at the time of the leave.

An employee's sick accruals do not qualify them for another job protected leave if they have returned from a qualified leave of absence, having used up their twelve (12) weeks of job protected leave and subsequently go off work again prior to being eligible for another FMLA.

Military caregiver leave (6) and (7) may extend up to 26 weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin covered service member with a serious illness or injury incurred in the line of duty on active duty.

An eligible employee can take up to 26 weeks for the FMLA under circumstance (6) and (7) above during a single 12-month period. For this military caregiver leave, the Medical Center will measure the 12 month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the 26 weeks available.

EMPLOYEE STATUS AND BENEFITS DURING LEAVE: Benefits will be maintained for 12 weeks (or up to 26 weeks for military caregiver) or extended paid time as described above. COBRA will be offered after this period. If the employee is on a paid leave, the Medical Center will continue to make the payroll deductions to collect the employee's share of premium(s). If the employee is on an unpaid leave, they will be responsible for paying their portion of the health care premium(s) and/or supplemental insurances (AFLAC, life, etc).

If an employee is taking a FMLA for their own serious medical condition, the employee **MUST** use sick time first. Once sick time is gone, the employee must use any remaining vacation time until their vacation balance reaches thirty (30) percent of total vacation held at the effective date of the FMLA. (Example: if an employee's vacation bank at the time of FMLA is 100 hours, they must use all vacation time with the exception of thirty [30] hours.) The employee **MAY** choose to use all of their vacation or holiday time rather than take the time as unpaid. **SICK TIME CANNOT BE USED FOR DOCTOR APPOINTMENTS.**

If an employee is taking FMLA to care for a family member for a qualifying exigency or as a military caregiver, the employee **MUST** use any vacation time accrued until such time their vacation accrual bank reaches thirty (30) percent of total vacation held at the effective date of the FMLA. The employee **MAY** choose to use all of their vacation time or holiday time rather than take the time as unpaid. Employees **MAY NOT** use sick time to care for a family member. Length of service, vacation and holiday time will not accrue during unpaid leave time.

INTERMITTENT LEAVE: Eligible employees may take FMLA in 12 consecutive weeks or may use the leave intermittently or, under certain circumstances, on a reduced schedule. Guidelines for use of time for intermittent leaves follow the same guidelines as listed above.

The Medical Center may temporarily transfer an employee to an available position with equivalent pay and benefits, if the alternative position would better accommodate the intermittent or reduced schedule in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care. An employee is to work with their Department Manager to schedule intermittent or reduced leave time in a way to avoid disruption to the Medical Center and Department as much as possible.

Part-time and causal intermittent leaves will be pro-rated based on hours worked in the prior 3-month period. (Example: employee working an average of 56 hours per pay would be entitled to 336 hours of intermittent leave time.)

Department Manager may ask for a doctor's excuse to verify FMLA call-offs not scheduled.

CALL-OFF PROCEDURES: Call-off procedures that are currently in effect for your department for sick time and vacation time are also applicable to call-offs for FMLA time off. If the proper call-off procedure is not followed, time taken will not be eligible for pay and may be cause for denial of time recorded as FMLA. When calling off for an intermittent leave, employee must specifically identify the call-off as being for their FMLA at the time of the call-in and explain the reason for the needed leave. Failure to designate the day as FMLA will result in the day not

being covered as an FMLA absence. Please check with your Manager for the call-off procedures that are applicable to your department.

CERTIFICATION FOR THE EMPLOYEE'S SERIOUS HEALTH CONDITION OR FOR FAMILY MEMBER'S SERIOUS HEALTH CONDITION: The Medical Center will require certification for the employee's serious health condition and for the serious health condition of a family member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition or DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The Medical Center may directly contact the employee's or employee's family member's health care provider for verification or clarification purposes through a health care professional in Occupational Health. The Medical Center will not use the employee's direct supervisor for this contact. Before the Medical Center makes this direct contact with the health care provider, the employee will be given seven (7) days to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Medical Center will obtain the employee's or employee's family member's permission for clarification of individually identifiable health information. If employee or family member declines permission, leave may be denied.

The Medical Center has the right to ask for a second opinion if it has reason to doubt the certification. The Medical Center will pay for the employee or their family member to get certification from a second doctor, which the Medical Center will select. The Medical Center may deny FMLA leave to an employee who refuses or whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Medical Center will require the opinion of a third doctor. The Medical Center and the employee will mutually select the third doctor, and the Medical Center will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

CERTIFICATION OF QUALIFYING EXIGENCY FOR MILITARY FAMILY LEAVE: The Medical Center will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICEMEMBER FOR MILITARY FAMILY LEAVE: The Medical Center will require certification for the serious injury or illness of the covered service member. The service member must be a current member of the Armed Forces, or who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty while on active duty. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service Member. Eligible employees may obtain certification of a service member's serious injury or illness from any health care provider as defined in the FMLA regulations, not just from those affiliated with the Departments of Defense or Veterans Affairs, or TRICARE networks.

RECERTIFICATION: The Medical Center may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Medical Center may request recertification for the serious health condition of the employee or the employee's family member every six months

in connection with an FMLA absence. Any fraudulent information provided by the employee with regard to the request for a FMLA will be reason to terminate employment.

IF SERVICE REQUIREMENTS ARE NOT MET (must still complete paperwork): If an employee is not eligible for a FMLA due to service requirements, the employee will be placed on a non-job protected leave of absence for up to eight (8) weeks. During this period, the Department Director can post and fill the position, if necessary. Following eight (8) calendar weeks, the employee may be separated from employment. Employees are eligible for one (1) non-job protected leave per rolling year. This leave may not be taken intermittently.

EXTENDED LEAVE (past job protected period): If a full-time employee is unable to return to work after 6 months of absence because of the serious health condition of the employee, the employee is eligible to apply for Long-Term Disability (LTD) benefits. If they are not found to be eligible for LTD, they will be separated from employment.

If a part-time or casual employee is unable to return to work after 6 months of absence because of a serious health condition of the employee, the employee will be separated from employment.

If an employee is not able to return to work after 12 weeks while caring for a family member (26 weeks as caregiver for injured service member), the employee will be placed on lay-off for an additional 12 weeks. At the end of the lay-off period, if the employee has not been able to return to work, they will be separated.

RETURN TO WORK: The employee must notify Occupational Health of his/her availability to return to work at least 2 days prior to returning or as soon as the return is foreseeable. If the employee has taken leave for his/her own serious medical condition, he/she must schedule an appointment with Occupational Health and present a return to work slip prior to returning to work. The return to work may not include restrictions, unless approved by the Department Director and the Employee Health Coordinator. The Employee Health Coordinator will electronically notify the Human Resources Department that the employee has been cleared to return to work.

When the employee is ready to return to work and it is beyond the initial 12 weeks or extended paid time period (26 weeks as caregiver for injured service member) and his/her prior position is not available, the employee may bid on other vacant positions in the Medical Center for which he/she is qualified. If an employee is unable to gain a new position, he/she will be placed on a layoff status for up to six months from the return to work date of the FMLA. If a position is not acquired during the six month layoff period, the employee will be removed from payroll.

On a basis that does not discriminate against employees on FMLA leave, the Medical Center may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

"Key Employees," as defined by FLMA standards, may be denied restoration to their prior position or comparable position upon their release to return to work from an approved FMLA, if such denial is necessary to prevent substantial and grievous economic injury to the operations of the Medical Center.

There are no Medical Center paid benefits during a layoff period.

Length of service hours do not accrue during the layoff period.

If benefits were cancelled, employee must reinstate with Human Resources upon returning to work.

DEFINITIONS:

- **Family Members:**

- ***SPOUSE*** – Is defined in accordance with applicable laws

- ***PARENT*** – Includes biological parents and individuals who acted as parents, but not parent-in-laws.

SON/DAUGHTER – Includes biological, adopted, foster, stepchild, or legal ward of the employee and other persons under 18 years of age for whom the employee acts in the capacity of parent or who is over 18 years of age, but incapable for caring for themselves and/or incapable of caring for themselves due to illegal use of drugs.

NEXT OF KIN – The nearest blood relative other than the covered service member's spouse, parent, son, or daughter.

SON OR DAUGHTER OF AN ACTIVE SERVICE MEMBER – Employee's biological, adopted, foster child, stepchild, or legal ward of any age who is on active duty or called to active duty.

COVERED SERVICE MEMBER – Current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment.

HEALTH CARE PROVIDER - Licensed MD and DO, podiatrist, dentist, clinical psychologist, optometrist, and chiropractor.

SERIOUS HEALTH CONDITION - An illness, injury, impairment, or physical/mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.

CALENDAR WEEK – Is defined as 7 consecutive 24-hour days.

ROLLING YEAR – Is defined as a 12-month period measured backward from the date an employee uses FMLA leave.

COBRA – The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that a group health/dental/vision plan must offer each qualified person who would lose coverage the opportunity to elect continuation of the same coverage at his/her own cost.

GENERAL – To protect employees, co-workers, and patients, the Medical Center reserves the right to place an employee on a FMLA whenever the employee's health, or any other reason, prevents the employee from performing the essential functions of his/her position in a satisfactory manner.

Any employee who will be unable to work for 5 consecutive scheduled working days must apply as of the 5th day. The FMLA will be retroactive to the first day of absence.

Category: Employee Policies

Department of Origin: Human Resources Effective Date: 3/01/04

Review Date: 03/07; 10/08; 10/10; 10/01/12

Revision Date: 1/95; 6/95; 1/96; 4/97; 2/02; 3/04; 9/11; 3/01/2013; 4/01/2014

APPENDIX D Personnel Policies HOLIDAYS

IRMC: H.R. No. 415

SUBJECT: HOLIDAYS

PURPOSE: To provide staff guidelines regarding holidays.

POLICY: Indiana Regional Medical Center provides 3 personal days and 6 legal holidays per calendar year for full-time employees and three (3) paid legal holidays and one (1) personal day per calendar year for part-time employees.

ELIGIBILITY: Full-time new hires and employees changing to full-time status on or after January 1 will receive all legal holidays which fall on or after their effective date of hire or status change for the remainder of the calendar year.

Part-time new hires and employees changing to part-time status on or after January 1 will receive a pro-rated number of legal holiday hours for the remainder of the calendar year.

Casual and temporary employees are not eligible for legal holiday or personal holiday paid time off.

DEFINITION: Employees who change from full-time to part-time status will retain earned legal holiday hours.

Legal Holiday hours will be added to each full-time employee's holiday balance prior to the legal holiday. They may be used on or after the date of the holiday. Unused legal holiday hours will be forfeited on April 1 the following year.

Indiana Regional Medical Center recognizes the following six legal holidays for eight hours each:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Indiana Regional Medical Center recognizes three (3) personal holidays for full-time employees to be taken as follows:

Personal Day No. 1	January 1 through June 30
Personal Day No. 2	July 1 through December 31
Personal Day No. 3	January 1 through December 31

All personal holidays must be taken by December 31 or they are forfeited.

Employees who change from full-time to part-time will retain earned unused holiday hours. A personal holiday is considered to be earned by a full-time employee as follows:

- One (1) day earned on February 28**
- One (1) day earned on June 30**
- One (1) day earned on September 30**

Full time employees are eligible for up to three (3) personal holidays as indicated below. Part-time employees transferring to full time status are also eligible for these personal holidays, the amount being dependent on the transfer date as indicated below.

January 1 through last day of February	3 personal days
March 1 through June 30	2 personal days
July 1 through September 30	1 personal day
October 1 through December 31	0 personal days

Employees may use personal time during their probationary period.

Indiana Regional Medical Center recognizes up to three (3) paid legal holidays and one (1) personal day for part-time employees depending upon effective date of hire or status change. The employee's immediate supervisor is responsible for approval of holidays used.

PART TIME EFFECTIVE DATE ELIGIBLE DAYS

January 1 - March 31	4
April 1 - June 30	3
July 1 - September 30	2
October 1 - December 31	1

Holidays for part-time employees employed as of January 1st of each year will be added as follows.

New Year's Day	8 hours legal holiday
	8 hours personal holiday
Memorial Day	8 hours legal holiday
Independence Day	8 hours legal holiday

Unused holidays will be forfeited on December 31 of the current year for all part-time employees.

PROCEDURE:

Employees request holiday time off by using the REQUEST FOR TIME OFF FORM. This Form is to be submitted to the employee's immediate supervisor for review and approval prior to receiving paid holiday time off.

If a legal holiday falls on a Saturday, Friday will be the designated holiday for employees not on a twenty-four hour schedule. When it falls on a Sunday, Monday will be the designated holiday for employees not on a twenty-four hour schedule.

Eligible employees who are not scheduled to work on the holiday will be paid for eight hours holiday time for that holiday.

GENERAL INFORMATION:

Holidays start at 11:00 p.m. on the eve of the holiday and end at 11:30 p.m. on the holiday with the exception of Christmas Eve which begins at 3:00pm. All hours worked between these times will be paid as holiday time.

Employees who work on the holiday will be paid premium pay at time and one-half. Overtime hours worked on the holiday are paid double time.

Full-time employees required to work on a designated holiday must schedule a day off with pay within sixty (60) days following the holiday.

To qualify for a full additional day off (8 hours) a full-time employee must work the full shift on the holiday. If an employee is unable to complete his/her shift due to illness or personal reasons, he/she will be eligible for the additional day off on a pro-rated basis equivalent to the hours he/she worked on the holiday. An employee leaving early due to illness must follow the procedure for reporting off ill while at work in order to be eligible for the additional time off. Requests to leave early due to personal reasons must be authorized by the supervisor to be eligible for the additional time off.

There is no mandatory EA time on the actual day of the holiday. If the supervisor requests volunteers for EA time, employees accepting will be eligible for a full additional day off. It will be the supervisor's responsibility to determine if EA time is justified.

When a holiday falls during an employee's scheduled vacation, the employee may choose whether to use vacation or holiday time.

If a part-time employee is not eligible for holiday pay and his/her department is closed for a holiday on a date the employee is normally scheduled to work, the employee may request to work additional hours during that pay week to make up the

lost hours. The employee's supervisor has the final decision in granting these hours and should take department needs into consideration when making a decision.

Employees using holiday time and who are normally scheduled for ten-hour shifts, twelve-hour shifts, or shifts falling under similar scheduling innovations, can request the use of vacation and/or personal accruals to make up hours which normally would have been worked which exceed the eight hours paid holiday time.

No holidays will be earned while an employee is on an unpaid Leave of Absence status, Worker's Compensation, or Long-term Disability.

An employee who is sick on a holiday for which he/she is scheduled to work will be paid sick time provided a physician's statement is provided.

Observed holidays, whether worked or not, will be counted as regular hours worked in order to establish work hours for overtime purposes. Holidays are considered earned the day of the holiday.

Personal holidays may be scheduled in advance or can be used in the event of a personal emergency. In the event of a personal emergency, the employee must call his/her supervisor prior to the beginning of the shift according to Medical Center and/or department procedures. Personal time can be used in increments of less than eight hours for non-exempt employees.

Full-time and part-time employees who transfer to casual or temporary status will be paid earned unused holiday hours.

Employees who submit and work the required notice prior to resignation will be paid earned unused holiday hours in their last paycheck.

Employees who do not submit and work the required notice prior to resignation and employees who are discharged by the Medical Center will not be paid for earned unused holiday hours.

The Department Director may approve or deny holiday time off requested due to the staffing needs of the department.

HOLIDAY MEALS – STAFF

PURPOSE: To provide complimentary meals to staff on holidays.

POLICY: Complimentary meals will be provided to staff that are working on Thanksgiving and Christmas. Each employee will be limited to one meal or break with a cash value not to exceed \$5.00.

PROCEDURE: A cashier will be on duty and as each employee reaches the cashier station, a total charge will be calculated. If the total exceeds \$5.00 the employee will be required to pay the difference. Each employee will sign a holiday meal log at the cash register and will be limited to one meal or break payment. All other food purchased the listed holiday is the responsibility of the employee.

The holiday meals will be served on the day of the holiday at 11:00 a.m. until 2:00 p.m.; 4:00 p.m. until 6:00 p.m.; and 2:00 a.m. until 4:00 a.m. the next morning.

Category: Employee Policies
Department of Origin: Human Resources Department
EFFECTIVE DATE: 07/01/03
REVIEW DATE: 01/02; 6/03; 03/07; 10/08; 10/10
REVISION DATE: 5/90; 1/93; 5/93; 02/02; 6/03; 10/10

cohen&grigsby
progressive law.

December 14, 2004

Gilbert J. Gall, Health Care
Service Representative
Health Care -- PSEA
P.O. Box 700
New Stanton, Pennsylvania 15672-0700

Re: Indiana Regional Medical Center and Indiana Registered
Nurses Association/Health Care -- PSEA/AFT Healthcare;
Side Letter Agreement

Dear Gil:

This shall serve to supplement the November 1, 2003-October 31, 2006 Collective Bargaining Agreement ("CBA") entered into between Indiana Regional Medical Center and Indiana Registered Nurses Association/Health Care -- PSEA/AFT Healthcare.

1. Steady Shift Assignments. The following individuals have demonstrated that their employment has been conditioned upon their working a steady shift assignment by entering into a letter agreement with the Medical Center:

- a. Milinda Kirkman
- b. Barbara Kuzminsky
- c. Ron McKeta
- d. Donna Nevins
- e. Janet Scott

2. 15-Year Daylight Positions. In accordance with Article 10.12 of the CBA, the following individuals are deemed those incumbents for steady daylight positions:

- a. Mary Kinter
- b. Janice Kochman
- c. Sally Prugh
- d. Joann Sharek

3. OR Overtime Procedures. In accordance with past practice in the OR, the following part-time employees are entitled to overtime pay for any days that they work over and above the regularly scheduled days on the schedule: Helen Hill, Jolene Joyner and Joli Zbur. In order to be eligible for such overtime, the employee must have scheduled themselves sufficient hours to cover their fractional FTE selection.

ACKNOWLEDGED WITH THE INTENT
TO BE LEGALLY BOUND.
Indiana Registered Nurses Association/Health
Care -- PSEA/AFT Healthcare

By: Gilbert J. Gall
Gilbert J. Gall

Date: 12/20/04

Rosanna Stenocia 12/31/04
Barbara Lyons 12/31/04
Janice Kochman 12-31-04
Janice Kochman