

## **PREAMBLE**

This Agreement is between Rockledge HMA, LLC, d/b/a Wuesthoff Medical Center, Rockledge, Florida, (the “Hospital”), and the Florida Nurses Association, Local 713, Office and Professional Employees International Union, AFL-CIO (the “Association”).

## **PURPOSE**

Both the Hospital and the Association agree that they share the responsibility to provide nursing care to the patients who use the Hospital's facilities. The services that are provided shall be consistent with the needs and goals of patients and with the responsibilities of the registered nurse as a professional practitioner. To this end, both parties agree to recognize the responsibilities of the registered nurse within the scope of the Nurse Practice Act of Florida and the "Code for Nurses" as adopted by the American Nurses Association. However, the Association recognizes that the Hospital shall not be governed by the "Code for Nurses" as adopted by the American Nurses Association.

**ARTICLE 1**  
**RECOGNITION AND DEFINITIONS**

Section 1. The Hospital recognizes the Association as the exclusive collective bargaining representative for employees in the bargaining unit, as defined by the National Labor Relations Board, as follows: regular full-time, regular part-time, and per diem, registered professional nurses; including staff nurses employed by the Hospital at its facility located at Rockledge, Florida; excluding all other professional employees, all office clerical employees, all other employees, guards, and supervisors, as defined in the National Labor Relations Act. The bargaining unit includes all covered employees, regardless of membership in the Association.

Section 2. Unless a different intent is plainly stated, the term “employee” or “nurse” as used in this Agreement shall mean an employee in the bargaining unit, as defined in this article.

**ARTICLE 2**  
**HOSPITAL-ASSOCIATION COOPERATION**

Section 1. The Hospital and the Association recognize that they have a common interest in the continuing improvement of the Hospital's operation and efficiency. It is also recognized that regular meetings between the parties are desirable in order to discuss matters of mutual concern as they arise and to improve employee-management cooperation.

Section 2. Hospital-Nursing Committees.

- a. If the following committees are maintained, the Association may recommend a staff nurse to the Chief Nursing Officer to be the nurses' representative on the committee, and the Chief Nursing Officer/designee shall approve the recommended nurses' participation on the committee.
  1. Professional Practice Committee (PPC) as established by the Hospital;
  2. Ethics Committee;
  3. Environment of Care.

A staff nurse serving on any of these committees shall abide by the committee's confidentiality rules and shall be held to the same confidentiality standards as the other committee members. Committee attendance shall be documented in the meeting minutes by the Chief Nursing Officer. If the Association representative fails to maintain a 70 percent attendance rate, the Association shall select another individual. In addition to the three committees referenced in this section, if any committees established by the Hospital are related to the Recruitment and Retention of nurses, then the Association shall be informed and will be allowed to nominate a bargaining unit member in the manner set forth above to serve on the committee.

- b. Time spent in a committee meeting by a staff nurse who is a member of the above committees shall be paid at the employee's base rate.
- c. The PPCs will meet as scheduled on staggered dates from the Labor Management Team meeting. These Committees will include representation from various areas (Med/Surg, Critical Care, Surgical Services, Emergency, and Women and Children) as well as those officials designated by the Hospital. All bargaining unit members may attend PPC meetings.
- d. The Association shall be informed of any nursing-related committees established for the Hospital, other than management or bargaining unit/CBA-related committees. The Association shall actively encourage its membership to participate on other nursing committees.

Section 3. Labor Management Team. A joint Association-Hospital Labor Management Team (the "Team") shall be established for the purpose of discussing matters of mutual concern. It shall be the express purpose of this Team to build and maintain a climate of mutual understanding and respect in the solution of common problems. Subjects discussed shall normally be limited to items in the contract and items mutually agreed to prior to the meeting and placed on the agenda. Prior to placing an item on the agenda, departmental specific issues should first be raised with department management. The parties, however, are free to discuss non-agenda items by mutual agreement.

- a. The purpose of this Team is to provide a method of communication and mutual problem-solving between the Hospital and the Association. This Team shall be advisory and shall not be empowered to effect changes to any of the terms of the Agreement.
- b. The Team meetings may be held on a quarterly basis for a period scheduled to be two hours. The members of the Team shall be compensated at their base rate of pay. The Hospital and the registered nurses agree on the shared goal of safe, high quality patient care and are committed to this goal. If the Hospital intends to implement retention or stay bonuses, it will discuss and review that issue with the Team. The Hospital, however, reserves the right to determine hiring goals and standards, and, ultimately, staffing standards or patterns. The Association also acknowledges that the Hospital may provide hiring bonuses in its sole discretion.
- c. A written agenda of the items to be discussed should be submitted to the Team Leader of the Hospital and the Association at least five calendar days prior to the meeting. If the Hospital's Team Leader does not receive a written agenda from the Association five calendar days before the meeting, then the Hospital may cancel the scheduled meeting. The Hospital shall prepare, type, and distribute minutes of all meetings, which shall be jointly approved by the Hospital and the Association, and thereafter copies shall be distributed to all members.
- d. The meetings shall not be used as a substitute for the grievance procedure set forth in Article 7. There shall be no discussion of grievances which have been filed or that are pending at any step in the grievance procedure. However, subjects which could become grievances may be discussed by the Team.
- e. The Team shall be composed of at least three members representing the Hospital, five employee representatives, and up to three non-employee representatives from the Florida Nurses Association. One of the Hospital representatives shall be the Chief Nursing Officer or designee. The five employee representatives shall be selected by the Association in such a manner as to be representative of the various nursing units and shifts. Other interested parties may be invited to attend the Team meetings with mutual agreement of the Team leaders.
- f. Upon request, a bi-weekly conference call may be held between the Association representative and the Human Resources Director. A written agenda must be submitted to either party three days in advance of scheduling such call.

Section 4. The Hospital shall notify the Association of proposed policies which affect the conditions under which employees work. Except in emergency situations, the notification shall be made ten calendar days prior to the time such change becomes effective.

#### Section 5. Orientation

- a. The Hospital shall provide a general orientation program for new employees.
- b. Orientation for employees covered by this contract shall include a one page letter/fact sheet, prepared by the Association, reviewed and approved by the Hospital President, or designee, and followed by the introduction of the Association membership chairperson, or designee.

Section 6. Staff Meetings. In order to foster good communication throughout the Hospital, nursing unit staff meetings shall be held at least ten times per year. Each employee shall endeavor to attend all such meetings, but shall attend not less than eight. All employees shall read and initial the minutes of such meetings which shall be promptly prepared by Hospital managers. Two alternative staff meetings for each unit, at such times and dates the Hospital deems best suitable to encourage the largest attendance, shall be scheduled.

**ARTICLE 3**  
**MEMBERSHIP**

Section 1. The Hospital and the Association agree that neither party nor its representatives nor members shall intimidate or coerce any employee to join or not to join the Association.

Section 2. The Hospital shall furnish the unit president (or designee) with the cost center, name, and address of each new employee covered by this Agreement each pay period. The Hospital shall also furnish the unit president (or designee) with the names of terminated employees and transferred employees each pay period. In addition, a semi-annual list shall be provided the pay periods preceding June 1 and December 1 to the unit president (or designee) which includes the name, address, hourly rate, seniority hours, home cost center, and status of each employee, if available through the system.

**ARTICLE 4**  
**ASSOCIATION REPRESENTATION**

Section 1. The Association shall act for and represent all employees in the bargaining unit.

Section 2. The Association shall select not more than one chief representative, three employee representatives, and three alternate representatives for the purpose of assisting employees in the handling of grievances under Article 7 of this Agreement.

Section 3. The Association shall furnish the Chief Nursing Officer, and the Director of Human Resources, with a list of elected officials and unit representatives. The Association shall keep such list current.

Section 4. Unit representatives shall have the following duties and functions:

- a. Assist any employee in the preparation of a grievance, if required;
- b. Serve as the employee representative in the processing of a grievance or grievances, if requested.



## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

Unless expressly limited by any provision of this Agreement, the Hospital reserves and retains exclusively all of its normal and inherent powers, prerogatives, and customarily exercised rights with respect to the management of its operations, whether exercised or not. These rights include, but are not limited to: (1) its right to determine and, from time to time, redetermine, the number of locations, and type of its various operations, functions, and services; (2) the methods, procedures, and policies to be employed; (3) to discontinue the conduct of any operations, departments or divisions, or to contract out its operations, functions or services, either in whole or in part (in the event that the decision to subcontract is made, the Hospital agrees to meet and bargain with the Association solely in connection with the impact of said subcontracting upon the affected employees); (4) to select and direct the functions or services, either in whole or in part; (5) to transfer its operations, functions, or services, either in whole or in part, to any of its departments or other divisions; (6) to select and direct the employee working force in accordance with requirements determined by the Hospital; (7) to create, modify, or discontinue job classifications; (8) to establish and change working rules and regulations; (9) to establish and change work schedules and assignments; (10) to transfer, promote, or demote employees from work for lack of work, lack of funds, or other legitimate reason to suspend, discharge, or otherwise discipline employees for just cause; and (11) to alter or vary past practices and otherwise to take such measures as the Hospital may determine to be necessary to the orderly and efficient operations of its various operations, functions, and services. Any of the rights, powers, and authority the Hospital had prior to entering into this Agreement are retained by the Hospital. Moreover, in the event of a Hospital-declared emergency (by the Chief Executive Officer or designee), the Hospital reserves the right to require employees to function in any capacity as deemed necessary in the interest of the care and safety of Hospital patients.

**ARTICLE 6**  
**NO STRIKE AND NO LOCKOUT**

Section 1. The Association, its agents, and the employees it represents agree that there shall be no strike, stoppage, slow-down, sit down, refusal to perform work, or any other interference with operations, or any picketing, or any refusal to enter upon the Hospital premises for any reason whatsoever so long as this Agreement is in effect.

Section 2. Any employee who participates in any of such prohibited activities shall be subject to discharge or such lesser discipline as the Hospital in its sole discretion shall determine. However, the employee shall have recourse to the grievance procedure as to the sole questions of whether the employee did, in fact, participate in any of such prohibited activities.

Section 3. The Hospital agrees that there shall be no lockouts so long as this Agreement is in effect. Shutdowns, layoffs, or work curtailments, brought about by economic conditions, operational considerations, or Acts of God shall not be considered lockouts.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

Section 1. For the purpose of this Agreement, a grievance is defined as a complaint between the Association and the Hospital or between an employee and the Hospital concerning the interpretation or application of the express terms and conditions of the Agreement, or a problem arising from employment or from enforcement of the Hospital's personnel policies, provided nothing in this Agreement shall preclude any nurse from bringing matters of personal concern to the attention of his or her immediate supervisor. However, only grievances concerning the interpretation or application of the express terms and conditions of this Agreement shall be subject to arbitration. This Article contains the only grievance procedure available to bargaining unit members.

Section 2. When a grievance arises concerning this Agreement, it shall be resolved through the following procedure:

Step 1. The grievance shall be reduced to writing by the employee, or Association grievance representative, and submitted to the appropriate supervisor on the appropriate form. The grievance shall be signed, dated, and submitted in person, or via electronic format (facsimile or email) within seven calendar days after the employee had knowledge of the event upon which the grievance is based. The appropriate supervisor shall submit a written decision to the employee within ten calendar days from the time the grievance was presented. Discussions during Step 1 shall be on an informal basis with every effort made to resolve the grievance in the most expeditious manner possible. The employee may have an Association grievance representative present if desired during this step.

Step 2. If the grievance is not resolved in Step 1, the grievance may be submitted by the employee through a unit representative to the department director on the appropriate form. This Step 2 grievance shall be signed, dated, and submitted in person, or via electronic format (facsimile or email) within ten calendar days after a decision has been received in Step 1. The department director, or designee, will coordinate a Step 2 grievance meeting with the employee, the employee's Association representative, if requested by the employee, and the employee's clinical director or designee. The department director shall submit a written decision within ten calendar days from the date of the Step 2 grievance meeting. The resolution of problems at Steps 1 and 2 of this procedure shall not establish a precedent and shall apply only to the employee involved.

Step 3. If the grievance is not resolved in Step 2, the unit representative may submit a written appeal to the Director of Human Resources, on the proper form. This appeal shall be signed, dated, and submitted in person, or via electronic format (facsimile or email), within ten calendar days after a decision has been received in Step 2. The Director of Human Resources or designee will coordinate a Step 3 grievance meeting with the employee, and the employee's Association representative, if requested by the employee. The Director of Human Resources, or designee shall communicate a written decision within ten calendar days from the date of the Step 3 grievance meeting.

Step 4. A grievance not settled at Step 3 may be referred to an impartial arbitrator for disposition. Either the Hospital or the Association may, within fourteen calendar days from the receipt of the decision in Step 3, notify the other party in writing by registered or certified mail, return receipt requested, of its decision to submit the grievance to arbitration. The party requesting arbitration shall request from the Federal Mediation and Conciliation Service (“FMCS”) the names of seven arbitrators. Either party may, prior to selecting an arbitrator as discussed below, ask the FMCS to appoint a mediator in an effort to resolve the dispute (the parties also may jointly agree to select a private mediator). If so requested, both parties shall participate in the mediation in a good faith effort to resolve the grievance. If mediation does not resolve the grievance within four weeks of submission to the FMCS, the parties shall meet to mutually agree to the selection of an impartial arbitrator from the list provided by the FMCS. Upon failure to agree, the parties shall alternately strike one name from the list. For the first arbitration that takes place during the term of this Agreement, the Association shall make the first strike. The Hospital shall make the first strike in the next arbitration, and the parties will alternate the first strike in all subsequent arbitrations under this Agreement. The person whose name remains on the list after six names have been stricken shall be the arbitrator. The parties shall advise the FMCS of the choice of the parties and request that such arbitrator be assigned to the grievance. The arbitrator shall have jurisdiction only over disputes arising out of this Agreement and specified in the grievance form. The arbitrator shall not have any authority to add to, subtract from, or modify in any way the terms of this Agreement. The decision of the arbitrator shall be rendered within thirty days from the time the arbitration hearing is completed and shall be final and binding on all parties. The fees and expenses of the arbitrator, including the cost of the transcript of the record, shall be borne equally by the parties to the arbitration. However, each party shall bear the expenses of its own witnesses and attorneys.

### Section 3.

- a. A grievance on the part of the Hospital against the Association or any employee shall be submitted in writing by the Director of Human Resources, to the Association. If the Association and the Director of Human Resources, cannot settle the grievance within fourteen calendar days, the grievance may be submitted for arbitration in accordance with Step 4 of the grievance procedure.
- b. When the Association has a grievance that it contends pertains to overall Hospital policy, Step 1 of the grievance procedure may be eliminated. Such grievance may be initiated at Step 2 of this procedure within fourteen calendar days of the knowledge of the issue upon which the grievance is based. Such action on the part of the Association precludes the filing of any individual grievances on the same issue.

Section 4. Any written grievance filed in accordance with this Article shall refer to the provisions of this Agreement alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

Section 5. A grievance not advanced to a higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given.

Section 6. Time limits at any step of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.

Section 7. A grievance which involves the suspension or discharge of an employee may be initiated at Step 3 of the grievance procedure, provided that the grievance is filed within seven days of the Hospital's disciplinary decision.

Section 8. Failure by the Hospital to give a written response to any grievance at any step within the required limits of time shall be deemed a denial or decision against the grievant so an appeal may proceed.

Section 9. A unit representative may be granted time off with pay up to a maximum of six hours per month to handle and process grievances. The chief grievance representative, as designated by the Association, may be granted up to a maximum of nine hours per month to handle and process grievances. Time so spent during working hours shall be recorded and treated as time worked, only if in accordance with Section 10 below. A record of time spent processing grievances shall be submitted to the immediate supervisor within the pay period the time spent occurred.

Section 10. Unit representatives shall adhere to the following procedure when processing grievances:

- a. Before leaving the work station, the unit representative shall first report to the immediate supervisor and request permission to leave the work area, stating the reason for the request and the area of the Hospital to which going. Permission shall be granted based upon the needs of the unit representative's departmental work requirements. If the immediate supervisor cannot permit the unit representative to leave the work station at the time requested, the immediate supervisor shall designate a time at which the unit representative may leave.
- b. Unit representatives shall have access to the premises where employees covered by this Agreement are working, excluding patient care areas, and may investigate working conditions pertaining to the job after obtaining approval from the Hospital. Such visits shall not interfere with or disturb employees in their performance of their work during working hours and shall not interfere with patient care.
- c. Upon returning to work, the unit representative shall report to the immediate supervisor before resuming work.
- d. In any case where an employee has requested Association representation in case of discipline, the grievance representative shall be permitted to examine records or materials upon which the discipline is based.

Section 11. Unit representatives shall handle grievances with proper regard for the Hospital's operational needs and shall cooperate, in good faith, with the Hospital in keeping to a minimum the time lost from work due to assisting and processing grievances.

Section 12. Unit representatives not employed by the Hospital shall give prior notice of intent to conduct unit business and type of business on Hospital premises to the Director of Human Resources or designee, and shall obtain permission to conduct such business from the Director of Human Resources. Such permission shall not unreasonably be denied.

Section 13. Unit representatives may not interview the Hospital's employees relative to any unit business when such employee is on duty.

Section 14. The Hospital shall afford employees their rights to Association representation at any investigatory interview, which the employee reasonably believes may result in disciplinary action, when the employee requests such representation.

**ARTICLE 8  
EMPLOYMENT STATUS**

Section 1. Regular Full-Time Employees. A full-time employee is defined as an employee who is normally scheduled to work 72 hours in a pay period. If through no fault of the employee, he/she is not required to work, the employee's full-time status for fringe benefits purposes shall not be affected.

To the extent practicable, the Hospital shall provide to the employee the following minimum notice of cancellation before the start of the shift:

Day shift – two hours; Evening shift – two hours; Night shift – two hours.

Section 2. Regular Part-Time Employees.

- a. A regular part-time employee is defined as an employee who is normally scheduled to work and is regularly available for work as requested, at least 32 hours, but less than 72 hours in a work period.
- b. Regular part-time employees shall receive the following benefits on a prorated basis: vacation, holiday, and sick time, and tuition reimbursement, as set forth below.
- c. Regular part-time employees shall receive wage adjustments as set forth in Article 11.
- d. Employees regularly scheduled to work every weekend only will be classified as regular part-time employees. Such employees may, upon request, receive four weekends off per year without pay, except where vacation time is requested (this provision does not apply to those employees on weekend schedules as provided for by Article 10, Section 6).

To the extent practicable, the Hospital shall provide to the employee the following minimum notice of cancellation before the start of the shift:

Day shift – two hours; Evening shift – two hours; Night shift – two hours.

Section 3. Per Diem Employees.

- a. A per diem employee is defined as an employee who is scheduled to work on an as needed basis.
- b. A per diem employee shall work at the convenience of the Hospital, or a per diem employee may work at the convenience of the employee if this is agreed to by the Hospital.
- c. A per diem employee shall receive no pro rata benefits. Per diem staff qualify for call-in pay if they are assigned on-call status.

- d. A per diem employee does not accrue seniority hours except as provided in Article 21.
- e. HR Policy 68 governs the scheduling requests for per diem staff nurses.
- f. The Hospital shall provide to the employee the following minimum notice of cancellation before the start of the shift:  
  
Day shift – two hours; Evening shift – two hours; Night shift – two hours.

Section 4. Probationary Employees.

- a. All new employees, other than GNs, shall be considered probationary for a period of three months from date of hire. The probationary period for GNs shall be six months, without affecting their benefits. The probationary period may be extended for three additional months at the discretion of the Hospital.
- b. During the probationary period, in order to insure quality patient care, and without changing the employee's at-will status, an employee must give two weeks' notice of his intent to resign. The Hospital may also transfer, terminate, or otherwise discipline the employee without prior notice or obligation on the part of the Hospital and such action shall not be subject to the grievance procedure.



**ARTICLE 9  
EMPLOYMENT PRACTICES**

Section 1. Before completion of the probationary period, a meeting shall be scheduled by the patient care coordinator or designee for the purpose of performance evaluation.

- a. An employee may, once each calendar year, arrange a mutually agreeable time with the Human Resources Department to audit employee records. Such audit shall be limited to the employee's own:

- application for employment,
  - performance evaluations,
  - disciplinary action forms,
  - benefit documents,
  - withholding allowance form, and
  - physical examination records.

The employee shall sign an audit acknowledgment statement which will become a permanent part of the employment record.

- b. No derogatory material shall be placed in an employee's employment record without the knowledge and signature of the employee. Signature on the document serves only to acknowledge receipt. Should the employee refuse to sign the document, then a unit representative will acknowledge receipt of the document. Each employee shall have the right to place a written reply in the record should there be derogatory material placed in the record. Such reply shall be made within fourteen calendar days from the time of notification.

Section 2. The Hospital shall not release any information pertaining to an employee without the written permission of the employee, except as required by law or to verify employment.

- a. Whenever an employee fails to observe Hospital rules and regulations, a policy of discipline shall be consistently followed in order to provide sufficient notice to the employee that further infractions of a similar nature may result in termination.

- First Offense – Documented Verbal Consultation

- Second Offense – Written Warning

- Third Offense – Second/Final Written Warning

- Fourth Offense –

- Third Written Warning (for minor offenses that may not warrant suspension)

- Investigative Suspension – (interim action while waiting for an outcome of an investigation of misconduct)

- Disciplinary Suspension – (one to five days)

- Fifth Offense -Written Dismissal

It is emphasized that the Hospital is not required to go through the entire four steps. Discipline may begin at any step depending on the seriousness of the offense. Any disciplinary action must be for proper cause.

- b. When discipline is administered to an employee pursuant to this Section 4, such action shall be documented in writing, given to the employee, and signed by the employee. Such signature by the employee shall not necessarily be an admission that the employee has committed the act or acts which is the subject of the discipline. If the employee refuses to sign, the documentation shall be signed by a unit representative, and shall constitute completion of the discipline record.
- c. The employee shall be given reasonable opportunity to be accompanied by an Association representative if requested and if the employee has reason to believe disciplinary action may be taken.
- d. Previous records of disciplinary action will be considered in connection with administering discipline or evaluations.

## **ARTICLE 10 HOURS OF WORK AND OVERTIME**

Section 1. A standard work day shall be eight hours, ten hours, or twelve hours plus a one-half hour unpaid meal period.

Section 2. The work period shall be eighty hours worked in a fourteen consecutive day period beginning at 0700 on Sunday and ending fourteen days later at 0659 on Sunday, or other fourteen day period as mutually agreed upon. The terms “work period” and “pay period” have the same meaning where used in this Agreement.

Section 3. Employee work schedules shall be posted at least seven calendar days in advance of the time covered by the schedule and shall reflect at least a two week work period. Tentative schedules may be posted in advance; however, this will not affect the employee’s right to request time off in the advance pay period beyond posted time. Coverage for requested and approved time off prior to posting shall be the responsibility of management; however, management may request assistance from the employee in order to find coverage.

Section 4. Overtime shall be paid at the adjusted overtime rate for all hours worked in excess of forty per week. For the purpose of computing overtime, bereavement leave, jury duty, and vacation, sick, and holiday time shall not be considered hours worked. There shall be no pyramiding of overtime.

Section 5. Except as provided for in Section 6, below, employees shall be scheduled for every other weekend off. Twelve hour shift employees may be required to work three weekend shifts every two pay periods. Posted schedules shall not be changed solely to avoid overtime. Employees preferring non-weekend days off shall make a written request for such work schedule to the department director.

Section 6. Weekend Exclusive Schedule. The Hospital will create, as feasible, weekend schedule positions governed by the following terms:

- a. For a nurse in such a position all time worked on or after 6:45 a.m. on Friday, anytime Saturday, anytime Sunday and until 7:15 a.m. on Monday shall be considered weekend time for which a weekend differential of \$2.50 shall be paid for each hour worked.
- b. The nurse will be assigned to three weekend shifts of 12 hours each and to one major holiday that shall be paid at their weekend exclusive rate.
- c. The nurse will be scheduled off six weekends per year or eighteen weekend shifts per year.
- d. The nurse will be entitled to “full-time” benefits including insurance coverage.
- e. Any differentials for evening and night shifts shall be applied to weekend positions on the same basis as to other scheduled nurse positions.

- f. When a weekend position schedule is created in a nursing unit the position will be offered to incumbents in the unit before outside candidates are considered. In the event that more unit incumbents apply than weekend positions schedules are available, the requesting employee in the unit with the most total seniority at the Hospital will be awarded the position.
- g. Incumbents in a unit in which weekend position schedules are created shall not be required, as opposed to volunteer, for such a position.

Section 7. The Hospital shall attempt to grant two fifteen minute relief breaks during eight hour work days, and three fifteen minute relief breaks during twelve hour work days.

Section 8. An employee scheduled to work, who is then asked to leave due to coverage or other issues, shall be granted two hours of work or two hours of pay in lieu of work at the employee's regular rate.

Section 9. Every attempt shall be made to provide a twelve hour break between scheduled shifts.

Section 10. No employee shall work more than five (5) consecutive 12-hour shifts, six (6) ten-hour shifts, or seven (7) consecutive eight-hour shifts, without prior mutual consent of the employee and the employee's manager.

Section 11. During scheduling preparation, every reasonable effort shall be made to offer overtime, involving more than four hours, equitably among employees within a nursing unit and on a particular shift. Every attempt shall be made to utilize part time or per diem nurses first.

Section 12. Experimental Staffing. The parties agree that the standard work day, work period, and overtime calculation may be altered for the purpose of experimenting with the systems of scheduling work time. If the Hospital decides to adopt a new work day or work period, it shall give the Association fourteen calendar days' written notice before implementing such change, and shall meet and confer with the Association, if requested by the Association. After a maximum of six months, the Hospital shall meet with the Association to discuss whether the experimental staffing plan is workable. If the program is agreeable to both parties, the program may be incorporated into the contract. If it is not agreeable to both parties, the program shall be terminated unless a mutually agreed upon extension is granted.

Section 13. Work Schedules – Twelve Hour Shifts.

This group shall be regularly scheduled to work six (6) 12-hour shifts and, if management determines it is necessary and the employee mutually agrees, one (1) 8-hour shift or two (2) 4-hour periods per pay period.

Section 14. Work Schedules - Eight Hour Shifts.

This group shall be regularly scheduled to work ten (10) eight-hour shifts per pay period.

Section 15. Work Schedules – Ten-Hour Shifts.

This group shall be regularly scheduled to work eight (8) ten-hour shifts per pay period.

Section 16. Absences from Work.

- a. If an employee works part of a scheduled shift or is absent an entire shift, such employee's total compensation from all sources (regular, vacation, sick, and holiday time, disability, bereavement, etc.) shall not exceed the total compensation earned for the shift if worked.
- b. Effective September 1, 2014, employees will be compensated at the base rate of pay for vacation and sick leave use.

Section 17. Time Off Program

The Hospital may request that an employee be relieved of duty during an extended period of not less than ninety days during periods when the Hospital's census is predicted to be lower than normal. If the employee accepts this offer, the employee will continue to receive health and dental insurance benefits on the same basis as if not scheduled off. At the end of the period, the employee will be returned to the same shift and unit previously worked. Several employees from the same unit may agree to work reduced schedules for the period described above so as to result in an equivalent reduction of one full-time employee and, if approved, each employee shall continue to accrue benefits and will receive insurance benefits on the same basis as if they were not scheduled off. Nothing in this Agreement requires the Hospital to extend this program to any employee nor requires any employee to accept such an arrangement.

Section 18. Normally, employees shall not be expected to work in areas other than the area to which they have been assigned. However, employees may, for staffing purposes, be assigned to other units for which they are oriented and qualified. Employees may be required to work in areas other than to which they are normally assigned in accordance with the guidelines concerning Float Criteria and Assignments set forth in Appendix I. Any changes to Appendix I must be discussed at a Labor Management Team meeting and agreed to in writing by both parties. Notwithstanding anything to the contrary, an employee may be assigned to another unit on an as needed basis without a patient assignment. Nothing in this Agreement or Appendix I restricts further assignments on a voluntary basis.

**ARTICLE 11  
WAGES AND DIFFERENTIALS**

Section 1. Definitions.

Rates of pay as used in this Article are defined as follows:

- a. Base Rate. The base hourly dollar rate of pay for each employee as set out in Article 11.
- b. Regular Rate. Equates to base rate plus educational/certification differentials plus shift differential, if applicable. Shift differential is applicable if the work is performed on an applicable shift (as set out in Section 7 below).
- c. Adjusted Overtime Rate. The adjusted overtime rate is computed as follows: the sum of On Call + Surgery Call Back + Shift Dif + Educ/Cert Pay multiplied by .5 divided by the sum of regular + meeting + overtime hours + (1.5 x Base Rate).

Section 2. Wages.

During the term of this Agreement, all employees covered hereunder shall be paid as follows. The range of wages in effect through the term of this contract are:

<b><u>March 1, 2014</u></b>	<b><u>March 1, 2015</u></b>	<b><u>March 1, 2016</u></b>
Minimum - \$ 20.50	Minimum - \$ 20.50	Minimum - \$ 20.50
Mid-Point - \$ 28.62	Mid-Point - \$ 28.99	Mid-Point - \$ 29.37
Maximum - \$ 36.75	Maximum - \$37.48	Maximum - \$ 38.23

PRN-1 = Based upon experience, to a maximum of the Mid-Point of wages for regular full-time and regular part-time employees.

PRN-2 = \$ 29.00 per hour, except as set forth below

PRN-3 = \$ 34.00 per hour, except as set forth below

The PRN rates are all-inclusive, unless modified by the PRN Policy HR-68, and shall not be increased by any shift differential or wage adjustment, or any other factor, but will include certification differential and education pay (for BSN/MSN) per Section 10 below.

Section 3. Wage Adjustments.

- a. All active RNs will receive an across the board increase of two-and-one-half percent (2.5%) effective the first full pay period following the ratification of this Agreement, or March 1, 2014, whichever is later.

- b. Performance Pay Increases. In the first full pay period following the dates listed below, each full-time and part-time RN's pay increase will be based on the RN's performance ratings obtained in the annual evaluation process. The rating obtained will correspond directly to the annual pay increase percentage as set forth below:

<b>March 1, 2015</b>		<b>March 1, 2016</b>	
<b>Score</b>	<b>Pay Increase</b>	<b>Score</b>	<b>Pay Increase</b>
Outstanding	2.75%	Outstanding	2.75%
Exceeds	2.5%	Exceeds	2.5%
Fully Meets	2.25%	Fully Meets	2.25%
Partially Meets	1%	Partially Meets	1%
Does Not Meet	0%	Does Not Meet	0%

- b. Lump-Sum Pay for Topped-Out Employees. To the extent that the calculations set forth in this Article would place a nurse above the hourly maximum wage rate, the nurse will receive a lump-sum payment for the amount of the increase that exceeds the maximum. This lump-sum payment will be paid in four equal quarterly installments on the first full pay period of October, January, April, and July, if the nurse is employed on those dates.

**Section 4. Differentials and Certification.**

- a. A nurse, upon proof of national certification in the area in which the nurse is working, shall receive a differential of \$1.75 per hour. Only one certification shall be recognized in each area.
- b. Employees receiving resuscitation certification premiums prior to the implementation of this contract shall continue to receive the traditional certification pay at the same financial rate except that the dollar amount will be folded into the base rate and become blended to the traditional base rate of pay.
- c. Nurses obtaining new certifications or re-certification must provide their manager and the Human Resources Department with a copy of their certification or re-certification within 14 days of receipt. The certification differential will not take effect until one pay period after receipt of the certification or re-certification by the manager and Human Resources Department. Failure to provide timely notification or re-certification will result in the automatic cessation of the certification differential upon expiration of the previously-issued certification. If an employee fails to notify timely his/her manager or Human Resources, but subsequently provides notice, the pay differential will commence the following pay period.

**Section 5. Registered Nurse First Assistance.** Nurses who are assigned as Registered Nurse First Assistant (RNFA) will receive a differential pay of \$3.00 per hour added to their base rate.

Section 6. Clinical Ladder Bonus. The Hospital may, in its sole discretion, modify its Clinical Ladder Program under terms and conditions it deems appropriate. Eligible employees satisfying the Program's requirements shall receive the applicable bonus, less applicable withholding, standard deductions, and taxes, in the second pay period in November each year. The Hospital will allow the Union to review the modified Clinical Ladder Program at a Labor Management Team meeting before the modified Program is implemented.

Section 7. Shift Premiums. In addition to the employee's base rate, the following shift premiums shall be paid on hours worked:

Second shift -- \$2.75 per hour

Third shift -- \$4.75 per hour.

- a. Employees commencing and working between the hours of 1430 and 2315 shall receive second shift differential. Any time worked after 2315 shall be compensated at third shift differential.
- b. Employees commencing and working between the hours of 2230 and 0715 shall receive third shift differential. Any time worked after 0715 shall not be eligible for third shift differential.

Section 8. Employees working between the hours of 0630 and 1515 shall not be eligible for second shift differential unless time clocked out is 1830 or later.

Section 9. Holiday Premium. An employee working between the hours of 2245 on Thanksgiving Eve through 2315 on Thanksgiving Day and 2245 on Christmas Eve through 2315 on Christmas Day shall be compensated at the adjusted overtime rate. An employee working between the hours of 2245 New Year's Eve through 2315 on New Year's Day shall be compensated at the adjusted overtime rate.

Section 10. Nurses who are hired with or achieve a BSN will receive education pay of \$0.50 per hour added to their base rate. Nurses who are hired with or achieve an MSN will receive education pay of \$0.75 per hour added to their base rate.

Section 11. During the term of this Agreement, when considering a candidate, the Hospital, in its sole discretion, may increase the starting rate of pay based on comparable/related experience at a rate of 3% per year to a maximum of the midpoint of the salary range. Only the Chief Nursing Officer or the Director of Human Resources may approve a starting salary above the mid-point.

Section 12. Charge Nurse Differential. When an employee is designated by the Nurse Manager to function as a Charge Nurse, the employee shall receive a differential of \$.75 per hour for each hour he/she is scheduled to work as a Charge Nurse.



Section 13. Preceptor Premium. When an employee is designated by the Nurse Manager to function as a Preceptor, the employee shall receive a differential of \$. 75 per hour for each hour he/she is scheduled to work as a Preceptor.

Section 14. Market Adjustments. The Hospital will evaluate each department for purposes of determining the need for market pay adjustments and will, at management's discretion, raise the compensation level as determined necessary for those departments. Prior to implementation of the needed market adjustment, management of the Hospital will notify the Association to advise them of the adjustments and the reasons for them.

Adjustments will be made based on demonstrated difficulty with recruitment, retention, and regional and national documented shortages of qualified competent personnel. Adjustments will be considered for departments with excessive turnover, prolonged vacancies, and when situations demonstrate an impact to effective operations, staffing, and providing safe patient care.

**ARTICLE 12**  
**ON-CALL AND CALL-BACK**

Section 1. Definition.

- a. An on-call employee is an employee who is pre-scheduled and designated by the Hospital to be available to report to work in the event work has to be performed.
- b. An on-call employee shall be required to furnish the Hospital with a reachable telephone number or be reachable through a long-range pager and be able to report to work within thirty minutes or a longer time as determined by the Hospital.

Section 2. On-Call Pay.

- a. On-call employees shall be paid \$ 14.00 for each 4 hour period of on call duty or portion thereof; provided that on-call employees assigned to ACC or the O.R. may be assigned to be on call in 1 hour increments following the first 4 hour period of call and shall receive \$3.00 per additional 1 hour increments.
- b. If an on call employee who is away from the Hospital's premises, is called in to the Hospital to perform work, the employee shall be paid for all hours worked at the adjusted overtime rate with applicable shift differential, and a minimum guarantee of two hours. If the employee works less than four hours after being called in, the employee shall receive the payment required by subsection a.
- c. If an employee who is scheduled to be on call for all or a portion of the shift immediately following the shift an employee works and the employee is held over beyond the end of shift the employee is working, the employee shall be paid at the regular rate of pay for the actual time worked during the on-call shift, and without any minimum guaranteed number of hours. If the time held over under this subsection is more than two hours, the employee shall be paid at the adjusted overtime rate of pay for all hours worked beyond the employee's shift.
- d. If a full-time employee who is not on call status is called in, the employee shall receive the adjusted overtime rate with applicable shift differential for time actually worked with a guaranteed minimum of two hours. If a part-time or per diem employee has worked 40 hours in the work week, then she will receive the applicable adjusted overtime rate, unless the employee is otherwise designated by management to be on call.
- e. While on-call or if called in to work on non-operational days recognized by the Hospital between 0600 and 1500, the employee working in OR, CVOR, PACU, or Endoscopy, shall be credited for hours worked and paid at the employee's regular rate. Employees from all other nursing areas working on non-operational days recognized by the Hospital between 0600 and 1500 shall be paid as designated in Section 2.b.

- f. At the discretion of the supervisor, sleep time may be granted to Operating Room/CV/OR and PACU employees who worked extended hours while on call during the 11:00 p.m. to 6:30 a.m. shift, and who are scheduled for the following shifts on Sunday night through Thursday morning.

The employee will be granted an equal number of hours of sleep time at his/her regular rate of pay as the hours they worked at night "on call" and such time shall count as hours worked and be paid at the employee's regular rate.

The criteria for sleep time is as follows:

- The employee's regular scheduled shift is the day shift.
- The employee routinely starts her shift between 6:30 a.m. and 8:30 a.m.
- Sleep time shall not accumulate and shall not be allowed Friday nights and Saturday.

- g. The Hospital shall furnish appropriate pagers to employees regularly scheduled for call.

Section 3. Surgery Call Back. Any employee scheduled to work may be placed on-call for surgery in lieu of working provided mutual consent is obtained. Time spent while on-call for surgery shall be paid at 50 percent of the employee's regular rate. There shall be no minimum guaranteed hours if the employee is called in. Hours worked when called in shall be paid at the employee's regular rate.

Section 4. Pay Adjustment. An employee who takes eight hours of on-call for surgery may also take four hours of vacation and personal holiday time to equal eight hours of regular pay. An employee who takes twelve hours of on-call for surgery may also take six hours of vacation time to equal twelve hours of regular pay.

Section 5. A lounge shall be available on a 24-hour basis to all nursing staff in surgery and the recovery room.

Section 6. Low Census Call and Call Back. If a nurse is not required to report for work as a result of low census reduction, the nurse will be either called off, or placed in an on-call status for at least four (4) hours with the possibility of being placed on-call for an additional required four (4) hour period. Any time actually worked in call back, while in on-call status, shall be compensated at the rate of time and one-half (1 ½) the regular rate of pay. In all circumstances, however, when called back, the nurse shall receive time and one-half (1 ½) for no less than a minimum of two (2) hours.

## **ARTICLE 13 TUITION REIMBURSEMENT**

Section 1. POLICY - Continuing technological advancement creates a need for employees to periodically update their knowledge, skills, and abilities. The Hospital encourages and provides for employee self-improvement and professional development to continually improve staff competence and retention.

### Section 2. POLICY DETAIL

- a. The Hospital shall provide financial assistance to all regular, full-time and part-time employees after one year of employment who are enrolled in work related courses, and healthcare-related degree programs, at an approved educational institution (i.e., business, vocational, college, university).
- b. To be eligible for approved reimbursement of tuition and laboratory fees, the employee is required to obtain the appropriate reimbursement form, Request for Tuition Reimbursement, from his immediate supervisor and complete the appropriate sections. The following requirements must be met:
  1. Degree programs - A course of study must be attached to the initial request form. Once course work for a degree program is approved for reimbursement, the employee will be required to sign a work commitment. The work commitment will begin immediately following completion of the degree program.
  2. Single courses - Will be reviewed on an individual course basis.
  3. Scholarships/work commitments - Once the scholarship is approved for reimbursement, the employee will be required to sign a work commitment. The work commitment will begin immediately following completion of the scholarship program.
  4. Seminars - Refer to HR-15.7.
- c. The immediate supervisor shall review the request and discuss it with the employee, after which he shall sign the form and forward it to the department director. The department director and supervisor shall review the request, indicate recommendation for approval/disapproval and forward it to the Director, Human Resources for review and final approval. Approval must be obtained prior to commencement of the course.
- d. The notice of determination shall be returned to the employee no later than seven calendar days from receipt in Human Resources. Employees shall schedule course work during off duty hours.

- e. With prior approval and upon presentation of expense receipts and evidence of a passing grade (B (3.0) or better) to Human Resources, reimbursement inclusive of laboratory fees and registration/tuition shall be as follows:

**Full Time Employees**

\$ 2,000.00/calendar year

**Part Time Employees**

\$ 1,000.00/calendar year

Requests for reimbursement must be submitted no later than one month after completion of the course(s).

- f. If any employee receiving this benefit voluntarily terminates employment or is discharged at any time while taking the course(s), and up to twelve calendar months following completion of the course(s), no reimbursement of cost shall be rendered, and benefits paid out shall be retrieved through payroll deduction of the employee's last check.

Additionally, failure to fulfill a work commitment upon completion of a degree program will result in repayment to the Hospital of benefits paid out for the degree program.

## **ARTICLE 14 CONTINUING EDUCATION**

Section 1. The Hospital shall maintain a continuing education program.

Section 2. The Hospital shall provide monies for continuing education programs for the term of this Agreement up to the following amounts: \$125.00 per year for each full-time employee; \$125.00 per year for each part-time employee; and \$65.00 per year for each per diem employee. These monies shall be administered by the Chief Nursing Officer, and shall be used for expenses incurred by employees covered by this Agreement for participation in educational institutes, workshops, or meetings which provide continuing education hours (CEU's). The programs paid for under this Agreement must be of a nature that assists the employee in the employee's current position or a position to which the employee aspires. The employee shall submit a request for preapproval of the program to the employee's supervisor. The supervisor will recommend whether the program is approved. The request, whether approved or disapproved, shall then be submitted to the Chief Nursing Officer for a determination.

Section 3. For the purpose of attending programs set out in this article, each employee shall be granted not more than the following hours at the regular rate: 24 hours for a full-time employee, 8 hours for a part-time employee, and no hours for a per diem employee. The Hospital shall continue to provide approved continuing education seminars and shall attempt to schedule them so that employees on all shifts will be accommodated.

Section 4. Employees requested by their department director to attend special educational institutes, workshops, or other educational meetings shall be permitted time off without loss of pay to attend such meetings. Voluntary attendance by off-duty employees at such institutes, workshops, or other educational meetings conducted on site shall not be paid except as provided in Section 3 above.

Section 5. Seminars. The Hospital may require or authorize employees to attend a continuing education event (i.e., classes, workshops, professional development programs), at the Hospital's expense.

Whenever possible, the Hospital shall pay all tuition costs in advance when an employee's attendance is required, or authorized. The Hospital shall reimburse the employee for certain expenses incurred while attending such programs, within budget limitations.

Section 6. In-House Programs. The Staff Development and Education Department shall provide continuing education offerings to promote a high standard of safe care, effective and appropriate clinical practice, and increase job enrichment through life-long learning. A monthly calendar will be distributed to all departments and offerings will be open to all employees.

Section 7. Each department director may arrange for in-house educational programs to provide continuing education. Additionally, department directors may budget for continuing education events (i.e. classes, workshops, professional development programs) that may not be required for licensure, but are beneficial to the operation of the department or staff development.

Section 8. Employees requesting continuing education funds shall complete a Continuing Education Request Form. Requests must be submitted to the supervisor at least thirty days in advance of the continuing education session. Supervisors will respond to the requesting employee within two weeks of the request. Department directors will approve programs based on value of the program to the department, need for individual continuing education units, and order of receipt of the request form.

Section 9. Meeting time will be paid according to HR-8.28, Meeting Attendance, which states “An employee may, from time to time, attend required or authorized meetings or seminars away from premises. This time will be paid as meeting hours and will not be deducted from the employee’s vacation accrual. Employees attending staff or departmental meetings should use their identification badge to punch in and out. Attendance at meetings shall be considered hours worked for the purpose of computing overtime. The employee shall be paid at his/her base rate of pay, including shift differential, if applicable.”

Section 10. Those employees approved for continuing education funds shall provide an in-service program to their department or work area so that the experience may be shared with other departmental employees.

Section 11. The Hospital shall pay a Registered Nurse’s examination fee to take a national certification upon the following conditions:

- a. The Hospital will pay the full cost of the certification examination.
- b. The payment shall only be made if the Registered Nurse passes the examination and certification is issued.
- c. The certification must be preapproved by the Chief Nursing Officer/designee and be relevant to the Registered Nurse’s position.
- d. Only one national certification per nurse will be paid under this provision.

Section 12. The Hospital shall provide onsite Basic Life Support and Advanced Cardiac Life Support classes at no cost to employees.

**ARTICLE 15**  
**VACATION TIME**

Section 1. Full-time employees shall earn vacation time, based on the following schedule:

91 days-5 years	3.077 hours per pay period
5-10 years	4.616 hours per pay period
10+ years	6.15 hours per pay period

Section 2. Part-time employees shall earn paid vacation time based on the following schedule:

91 days-5 years	1.539 hours per pay period
5-10 years	2.308 hours per pay period
10+ years	3.08 hours per pay period

Section 3. Requests for multiple vacation days shall be submitted to the department director at least four weeks in advance of dates requested. Such requests shall be approved based upon staffing needs and to insure proper and adequate patient care, and the employee shall receive a response within fourteen days. Other vacation days must be approved by the supervisor.

Section 4. Vacation time may be accumulated up to a maximum of one and one-half years' worth of vacation accrual until August 31, 2014. Effective September 1, 2014, vacation time may be accumulated up to a maximum of one year's worth of vacation accrual. Section 5. Vacation time shall be paid at the employee's base rate, plus shift differential until August 31, 2014. Effective September 1, 2014, vacation time shall be paid at the employee's base rate.

Section 6. After an employee (full or part-time) has completed his or her probationary period (after date of hire), he/she will be eligible to "cash in" vacation time at the employee's current base rate of pay (excluding shift differential). Cash-in request forms are available from the department director, Payroll, or Human Resources. Requests for cash-in of vacation time may be made one time during the month of December each calendar year. The maximum number of vacation hours that the employee may cash in during each calendar year is 80 hours at 80% of the value, and the employee must maintain a balance of 40 hours in his or her account.

Vacation used for cash-in will not be considered hours worked for the purpose of computing overtime.



Section 7. The number of consecutive vacation days that may be granted at one time shall be determined by the department director. FMLA approved leave shall be handled in accordance with HR-64.

**ARTICLE 16**  
**SICK TIME**

Section 1. Employees are eligible to use sick time after they have completed three months of employment. Full-time employees earn sick time at the rate of eight hours per month. Part-time employees earn sick time at the rate of four hours per month. Effective September 1, 2014, employees will be compensated at the base rate of pay for sick time used.

Section 2. Employees must notify their manager at least 30 days in advance of intended use of sick time. In unusual circumstances, when 30 days' notice is not possible, the department director may waive this notice period.

Section 3. Elimination Period. An employee may utilize sick leave pay for an absence due to his/her own illness or injury once they have satisfied a one-day elimination period with either vacation time, holiday time, or unpaid leave. An employee with a minimum of one year's accrual of sick leave hours in his/her sick leave bank will not be subject to the one-day elimination period.

Section 4. Medical certification of the illness and fitness for duty documentation will be required for absences longer than three days.

Section 5. Full-time employees may carry a balance of sick time to a maximum of 560 hours. Part-time employees may carry a balance of sick time up to a maximum of 300 hours. Sick time balances will not be paid upon termination of employment. Employees with balances exceeding the maximum at the time of ratification of this Agreement, will not forfeit such hours. The excess hours will remain in the employee's leave bank and will be available for use for the duration of the employee's full-time or part-time benefits-eligible employment.

**ARTICLE 17  
HOLIDAYS**

Section 1. The Hospital recognizes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and one personal day.

Section 2. Full-time employees earn eight hours of paid time off for each holiday recognized in Section 1 of this Article. Part-time employees earn four hours of paid time off for each holiday recognized in Section 1 of this Article.

Section 3. Holiday time must be used within ninety days of the designated holiday. If the employee submits a leave request at least four (4) weeks prior to the end of the 90-day period, and such request is denied, the supervisor may extend the deadline by 30 additional days. If the holiday occurs on the employee's regularly scheduled day off or if the Hospital requires the employee to work, he/she will be granted an alternate day with pay as approved by the Hospital.

Section 4. All personal holiday time must be used by the end of the calendar year.

Section 5. If a holiday occurs while a full-time employee is on authorized sick leave or vacation the employee will be paid eight hours of holiday time at his/her regular rate of pay. If the holiday occurs while a part-time employee is on authorized sick leave or vacation, the employee will be paid four hours of holiday time at his/her regular rate of pay.

**ARTICLE 18**  
**BEREAVEMENT**

Section 1. Bereavement Hours. Full-time non-probationary employees shall be eligible for a maximum of 24 consecutive hours of bereavement time paid at the base rate plus certification differential. Part-time non-probationary employees shall be eligible for a maximum of 12 consecutive hours of bereavement time paid at the base rate plus certification differential. Consecutive is defined as sequential scheduled work days. Scheduled days off occurring during the 12 or 24 hours (as applicable) of available bereavement time shall not affect payment of bereavement hours. Part-time employees may utilize up to 12 hours of bereavement time within a seven day period to compensate for any lost scheduled work time. Immediate family is defined as spouse, child, brother, sister, stepchild, parent, grandparent, grandchild, spouse's parent, or legal guardian. Evidence of proof of death may be required by the Hospital.

**ARTICLE 19**  
**HEALTH AND DENTAL INSURANCE**

Section 1. The coverage provided by the Hospital's comprehensive medical benefit plan shall be the same as that provided to the non-bargaining unit employees of the Hospital. The summary of coverage provided by this plan shall be distributed in booklet form to all employees. The costs to full-time/part-time employees shall be published on a yearly basis and shall be the same as non-bargaining unit employees. In addition, the Hospital will provide a dental plan, and the employee shall pay the same premium as non-bargaining unit employees during the term of this Agreement. Employees may purchase dependent coverage for both medical and dental at the same cost as non-bargaining unit employees.

**ARTICLE 20**  
**LIFE AND ACCIDENT INSURANCE**

Section 1. For the term of this Agreement, the Hospital shall continue to provide a group term life insurance plan and group accidental death and dismemberment policy at Hospital expense for all full-time employees who have completed one month of employment. The amount of group term life insurance and AD&D shall be 2.0 times basic annual earnings with a maximum of \$100,000. Effective, January 1, 2015, the Hospital will provide group term life insurance and accidental death and dismemberment benefits in the same manner and upon the same terms as the Hospital provides such benefits plans to its non-bargaining unit employees.

Section 2. The Hospital shall continue to provide benefits provided in Section 1 for a maximum of twelve weeks while a full-time employee is on family or medical leave of absence.

**ARTICLE 21**  
**RETIREMENT PLAN**

Members of the bargaining unit will participate in the same retirement or pension plan as non-bargaining unit employees of the Hospital. The Association's old retirement plan will be frozen as of December 31, 2001, and will be terminated at a subsequent date as determined by the Hospital. Vested members of the frozen Plan shall receive stated or required Plan benefits upon termination, as defined by the Summary Plan Document of the *Wuesthoff Memorial Hospital Bargaining Employees' Retirement Plan*.

**ARTICLE 22**  
**JURY DUTY**

Section 1. Full-time and part-time employees shall be granted time off at base rate for scheduled time lost while on jury duty. Per diem employees are not entitled to jury duty pay, but will be allowed time off to serve.

Section 2. An employee shall be required to furnish to the department director or designee satisfactory evidence that jury duty was performed on the days for which jury duty pay is claimed.

Section 3. In order to be eligible for jury duty pay, an employee shall be required to notify the department director upon receipt of the jury duty summons.

Section 4. An employee excused from jury duty, either temporarily or permanently, shall contact the department director or designee immediately, and report to work as directed. Evening and night shift employees shall not be directed to report to work until the evening or night following release from jury duty.



**ARTICLE 23**  
**SENIORITY**

Section 1. Seniority shall be defined as continuous employment by a staff nurse at the Hospital from the last date of most recent employment, except as provided in Section 5 below. Seniority for a full-time employee shall be 80 hours per pay period. Seniority for a part-time employee shall be actual hours worked. A per diem employee shall accrue seniority hours only for the purpose of work experience credit when changing status from per diem to part time or full time.

Section 2. Seniority shall be broken when an employee:

- a. voluntarily resigns;
- b. is discharged for just cause;
- c. is laid off for a period of more than six months;
- d. retires;
- e. exceeds an authorized leave of absence;
- f. fails to report for work for two consecutive scheduled work days without notifying the appropriate supervisor.

Section 3. In the event of a layoff or job elimination, per diem employees shall be laid off first, followed by probationary employees, in the inverse order of seniority. Remaining employees shall be laid off in the inverse order of seniority, provided the remaining employees have the ability, as determined by the Hospital, to perform work satisfactorily and efficiently, and provided, further, that the Hospital's staffing and patient needs are adequately met. If more than one employee has the same seniority, the employee with the lowest performance rating on the most recent evaluation will be laid off first. Further, in the event of a layoff or job elimination, employees may be reassigned to different units; in this event, such reassignment shall be made on the basis of seniority, with the same proviso as set forth herein above in connection with layoffs. In the event of a layoff or job elimination, the Hospital shall attempt to provide for the affected employee(s) a transitional assistance program.

Section 4. Recalls from layoffs shall be in inverse order of the reduction as outlined in Section 3 of this Article.

Section 5. Employees who resign in good standing and who are reemployed within one year shall be granted vacation time accrual on the same basis as formerly accrued, and shall retain seniority hours accrued at time of such resignation.

Section 6. The Hospital shall, twice a year, furnish the association/designee with a listing of the current employees and their seniority hours.

**ARTICLE 24**  
**HUMAN RESOURCE POLICIES**

Section 1. Unless modified by a specific provision of this Agreement, the Hospital's Human Resource policies, rules, and regulations, and any modification or amendment, shall apply.

**ARTICLE 25**  
**SHORT-TERM AND LONG-TERM DISABILITY**

Section 1. Employees shall receive Short-Term Disability (“STD”) and Long-Term Disability (“LTD”) benefits in accordance with the Hospital’s STD and LTD policies. Employees shall pay 50% of the premium cost for the STD benefits and the hospital will pay the entire premium cost for the LTD benefits. Effective January 1, 2015, the Hospital shall provide STD and LTD benefits in the same manner and upon the same terms as the Hospital provides such benefits plans to its non-bargaining unit employees.

**ARTICLE 26**  
**EMPLOYEE PERFORMANCE EVALUATIONS**

Section 1. An employee shall receive a written evaluation of work performance at the end of the probationary period set forth in Article 8, Section 4, and annually during an established fixed period of time in each year. In addition, if it is deemed necessary by the employee's immediate supervisor, interim evaluations of work performance may be made; likewise, an employee may request an interim evaluation. An employee who is transferred to a new area or nursing unit shall receive a written evaluation before the end of the three-month probationary period in the new unit/department. Per diem employees shall be evaluated at least once each calendar year.

The terms of the pay-for-performance plan include:

- (i) The employee shall be evaluated by use of the evaluation tool in effect in July 2008.
- (ii) If the overall result of the annual evaluation is an evaluation that an employee does not meet or partially meets the Hospital's performance standards/objectives, the employee may grieve that evaluation only through step 3 of Article 7 hereof provided an employee who receives a partially meets rating, may grieve that evaluation only if the second evaluation is below meets level. No other evaluation result is reviewable under Article 7.
- (iii) If an employee is evaluated as partially meeting the Hospital standards, a second evaluation will be conducted ninety days after the date of the wage adjustment called for above. If the second evaluation results in the employee being evaluated as meeting the Hospital's standards, or above, the employee shall receive the appropriate wage increase effective at the start of the first pay period after the ninety day period set forth above.
- (iv) The operation of the Pay For Performance plan may be discussed at the meetings of the Labor Management Team.

Section 2. The evaluator is one who makes observations of the nurse's performance and shares responsibility for professional growth and development.

Section 3. A copy of the evaluation shall be placed in the employee's personnel file after review by the employee. A copy of the evaluation shall be provided to the employee, if requested.

**ARTICLE 27**  
**CAFETERIA**

The Hospital shall provide cafeteria and/or canteen facilities for employees.

**ARTICLE 28**  
**BULLETIN BOARD**

- a. The Hospital shall install a locked (optional) bulletin board (provided by the Association and not to exceed four square feet) in each nurses' lounge for the purpose of posting Association notices concerning:
1. social functions;
  2. meetings;
  3. local, state, and national professional association elections, appointments, and activities (excluding labor relations elections or matters).

All notices shall be reviewed and stamped by the Director of Human Resources, or designee prior to posting.

- b. Notices shall contain no solicitation of funds.
- c. There shall be no other posting by the Association of notices, pamphlets, advertising, or political matter on Hospital property other than as provided in this section.
- d. The President or designee of the local unit shall be responsible for the content of all posted notices.
- e. The Association agrees that there shall be no solicitation for Association membership and no distribution of organizational materials in any work area.

**ARTICLE 29**  
**PARKING**

Section 1. Parking. The Hospital shall provide lighted parking facilities that shall be monitored with security.

Section 2. Safety. When possible, security guards shall be available to provide, upon request of the nurse, escort service to and from the nurses' car. The Hospital may explore in consultation with the Labor Management Team or the Environment of Care Committee other possible safety measures and implement them as the Hospital deems necessary. When the Hospital determines it is necessary to act promptly, however, it may voluntarily implement safety measures immediately.

**ARTICLE 30**  
**MISCELLANEOUS BENEFITS**

Section 1. An employee who uses a privately owned automobile on approved Hospital business shall be reimbursed at the current-year published IRS rate.

Section 2. The Hospital shall maintain lounge areas and shall continue to maintain telephones in lounges where they are presently located, to the extent practical. Management will attempt to minimize the non-lounge use of these facilities.

Section 3. An on-duty employee shall be granted up to two hours' time off with pay to donate blood under the Hospital blood bank program. Time spent donating blood shall be considered hours worked.



**ARTICLE 31**  
**COURT WITNESS**

Section 1. An employee subpoenaed to appear as a witness in a judicial proceeding arising out of Hospital employment shall be granted time off with pay at the employee's regular rate.

Section 2. An employee subpoenaed to appear as a witness in a judicial proceeding not involving the Hospital shall be granted time off without pay.

**ARTICLE 32**  
**CHECK-OFF**

Section 1. The Hospital agrees to deduct Association membership dues in whatever amount is authorized by the Association from the earnings of any employee, provided a voluntary, written authorization is obtained. Employees may discontinue membership deductions upon written notice to the Association or the Hospital. The dues deduction shall cease the next pay period after the Hospital receives a copy of the written notice. Deductions under this Article 30 shall cease when an employee is promoted or transferred out of the bargaining unit.

Section 2. The Association shall provide acceptable authorization forms necessary to deduct membership dues and shall insure that they are properly completed, signed, and delivered to Payroll. When the amount of dues is changed, the Association shall provide fourteen calendar days' written notice to the Director of Human Resources showing the changes made in accordance with applicable law and Association bylaws.

Section 3. Upon receipt of proper authorization, the Hospital agrees to deduct annual membership dues in twenty-six equal amounts. Deductions made in accordance with this Section 3 shall be promptly remitted to the Association.

Section 4. The Association assumes full responsibility for the disposition of membership dues once they are remitted to the Association.

Section 5. The Association, when notified by an employee, shall be responsible for refunding any monies remitted to the Association that have been improperly collected.

Section 6. The Hospital assumes no responsibility if it fails to make a dues deduction; however, the Hospital shall make every reasonable effort to correct the error.

Section 7. The Association shall indemnify, defend, and save the Hospital harmless from any claims, demands, suits, or other liability arising out of action taken by the Hospital in reliance upon dues deduction authorizations submitted by the Association to the Hospital.

**ARTICLE 33**  
**CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES;**  
**MISCELLANEOUS**

Section 1. This Agreement supersedes all previous agreements between the parties.

Section 2. The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Association, for the term of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. No agreements or understanding varying or altering the terms of this Agreement shall be of any validity unless in writing and signed by authorized representatives of the Hospital and the Association.

**ARTICLE 34**  
**DURATION, MODIFICATION, AND TERMINATION**

Section 1. This Agreement is effective upon execution, and will continue in full force and effect through February 28, 2017.

Section 2. At least ninety days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend, or terminate this Agreement. In addition, it is understood that all other applicable notice provisions of the National Labor Relations Act, as amended, shall be met (i.e., Section 8(d)). Failure to notify the other party of intention to modify, amend, or terminate as hereinabove set forth shall automatically extend the provisions and terms of this Agreement for a period of one year and each year thereafter, absent notification.

Section 3. In the event that the parties hereto, following notice of intent to modify, amend, or terminate as required above, fail to reach agreement as to modification or amendment by the expiration date, then this Agreement and all of its provisions shall terminate completely on that date, unless the parties agree, in writing, to extend this Agreement.

Section 4. The Hospital shall print the Agreement and shall distribute a copy thereof to each covered employee. Every effort will be made to provide a printed copy of the Agreement to each covered employee within 90 days of execution of this Agreement by both parties. The Hospital and the Association shall share the cost of printing the Agreement equally.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement this

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FOR THE HOSPITAL

FOR THE ASSOCIATION

\_\_\_\_\_  
Tim Cerullo, Chief Executive Officer

\_\_\_\_\_  
Marcia Stroud, RN, President

\_\_\_\_\_  
David Barrera, Human Resources

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Judy Ulrich-Weaver, RN, Recording Chair

\_\_\_\_\_  
Angela Beaudry, Chief Negotiator

\_\_\_\_\_  
Rodger Osterhuber, RN, Membership Chair

\_\_\_\_\_  
Leonard Sachs, Esquire, Labor Counsel

\_\_\_\_\_  
Matthew Price, RN, Negotiations Team

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Shirlene Joiner, RN, Negotiations Team

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Donald Slesnick, Esquire, FNA Labor Counsel

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Jeanie Demshar, Esquire, FNA Director of  
Labor Relations