

Agreement

between

**AFSCME, Ohio Council 8
United Nurses of America
Local 2026**

and

**Warren Ohio Hospital Company, LLC d/b/a Trumbull
Memorial Hospital**

Warren Ohio Hospital Company, LLC

Effective November 1, 2012

until

October 31, 2015

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AGREEMENT

This Agreement has been entered into on this November 1, 2012 by and between Trumbull Memorial Hospital, a Delaware corporation (hereinafter referred to as the "Hospital") and Ohio Council 8, and Local 2026 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

UNITED NURSES OF AMERICA CODE

1. The nurse provides services with respect for human dignity and the uniqueness of the client, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse safeguards the client's right to privacy by judiciously protecting information of a confidential nature.
3. The nurse acts to safeguard the client and the public when health care and safety are affected by the incompetent, unethical, or illegal practice of any person.
4. The nurse assumes responsibility and accountability for individual nursing judgments and actions.
5. The nurse maintains competence in nursing.
6. The nurse exercises informed judgment and uses individual competence and qualifications as criteria in seeking consultation, accepting responsibilities, and delegating nursing activities to others.
7. The nurse participates in activities that contribute to the ongoing development of the profession's body of knowledge.
8. The nurse participates in the profession's efforts to implement and improve standards of nursing.
9. The nurse participates in the profession's efforts to establish and maintain conditions of employment conducive to high quality nursing care.
10. The nurse participates in the profession's effort to protect the public from misinformation and misrepresentation and to maintain the integrity of nursing.
11. The nurse collaborates with members of the health professions and other citizens in promoting community and national efforts to meet the health needs of the public.

PREAMBLE

WHEREAS, the purpose of this Agreement is to promote harmonious relations between the Hospital and its employees, to secure efficient operations, and to enable the employees through Union Representation to establish standards of wages, hours, and working conditions, and

WHEREAS, the Hospital is a community, acute, general care hospital, and

WHEREAS, the Hospital, its employees, and the Union agree that their primary obligation is to serve the needs of patients without interruption and to avoid discord, and

WHEREAS, it is the mutual desire of both parties that supervisors and employees treat one another with dignity and respect, and

WHEREAS, it is the intent of the hospital and the Union that the procedures set forth herein shall serve as a means for peaceful settlement of all disputes that may arise between them.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 ***DEFINITIONS***

As used in this Agreement the following terms shall have the following meanings:

Union. United Nurses of America and/or Ohio Council 8 of The American Federation of State, County and Municipal Employees, AFL-CIO.

Hospital or Warren. Warren Ohio Hospital Company, LLC d/b/a Trumbull Memorial Hospital and a Delaware corporation located at 1350 East Market Street, Warren, Ohio (including the Elm Road facility in Cortland Ohio).

Employee. An employee who is a member of the bargaining unit. Employees who are not members of the bargaining unit are excluded from the definition of "employee."

Full-Time Employee. An employee regularly and normally scheduled to work forty (40) hours per week or as otherwise as defined in other areas of this agreement or other agreements developed by or which may be developed by the Hospital and the Union.

Part-Time Employee. An employee normally scheduled to work less than forty (40) hours per week or as otherwise as defined in other areas of this agreement or other agreements developed by or which may be developed by the Hospital and the Union.

Temporary Employee. An employee who is hired for a period of up to forty-five (45) days.

Trial Period. The first thirty (30) calendar days in any job classification for an employee who transfers into another job.

Grievance. A complaint alleging a breach of a provision or the application of a provision of this Agreement, Article 10, Section 1.

Calendar Days. Consecutive civil days of the Gregorian Calendar excluding Saturdays, Sundays, and holidays.

Pronouns. The female pronoun or adjective where used herein refers to the male also unless otherwise stated.

Scheduled On-Call. An employee is originally scheduled to be on-call during the department's, unit's, or service group's non-operational hours.

Paid On-Call. An employee voluntarily agrees to leave work or not report when she is otherwise scheduled to work so that the Hospital can reduce staffing levels pursuant to operational needs.

ARTICLE 2 ***RECOGNITION***

The union, AFSCME Ohio Council 8 and AFSCME Local 2026, AFL-CIO are recognized as the sole and exclusive bargaining representative of the bargaining unit set forth certified in the voluntary recognition agreement, a copy of which shall be attached as an appendix to this Agreement.

ARTICLE 3 ***UNION SECURITY***

Section 1. It shall be a condition of employment that all present employees covered by this agreement, who are members of the Union on the effective date of this Agreement, shall remain members for the duration of this agreement.

Section 2. It shall be a condition of employment that any employee covered by this agreement who is not a member of the Union on the effective date of this agreement shall become a member of the Union within thirty (30) calendar days following the effective date of this agreement, and shall remain members for the duration of this agreement.

Section 3. It shall be a condition of employment that all employees covered by this agreement who are hired on or after the effective date of this agreement shall become a member of the Union within thirty (30) calendar days following their date of employment and shall remain members for the duration of this Agreement.

ARTICLE 4
DUES CHECK-OFF

Section 1. The Hospital agrees to deduct on a bi-weekly basis, Union dues and initiation fees in whatever sum is authorized by the Union from the pay of employees who execute or have executed the following "Authorization for Check-Off of Dues" form: (attached), a copy of which shall be attached as appendix "B" of this agreement. A copy of the form shall be forwarded to the Local Union Treasurer on a monthly basis.

Section 2. Deductions will be made from the paycheck issued each bi-weekly period. In the event any employee whose pay is subject to deductions shall not be entitled to any pay as of payday for the bi-weekly period, such deductions shall be made from the following bi-weekly period, in addition to the regular deductions for that bi-weekly period, or, if that is insufficient, the subsequent payday. The Hospital's obligation for the deduction of Union dues shall not exceed this double deduction requirement.

Section 3. The Hospital's obligations to make deductions shall terminate automatically upon termination of employment or transfer to a job classification excluded from this Agreement.

Section 4. All deductions under Section 2 shall be transmitted to the Union (Attn: Comptroller, Ohio Council 8, 6800 North High Street, Columbus, Ohio 43085) no later than the tenth (10th) day following the first payday of each bi-weekly period. The Hospital will furnish the Union, together with the dues deduction check, an alphabetical list of all employees whose dues have been deducted and the amount deducted for each employee. The list will include last known address, classification, and social security number.

Section 5. The Union agrees that it will indemnify and save the Hospital harmless from any action commenced by an employee against the Hospital arising as a result of the deductions made under this Article, and assumes full responsibility for the disposition of the amounts so deducted once they have been received by the Union.

Section 6. P.E.O.P.L.E. Deduction. Trumbull Memorial Hospital shall deduct from the wages due bargaining unit employees voluntary contributions to the AFSCME International Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) under the standards set forth below:

1. An employee must complete an individual voluntary authorization form (provided by the Union) for deductions for the P.E.O.P.L.E. fund for a fixed (flat amount) to be deducted per pay period.

2. The employee shall have the right to revoke the authorization by giving written notice to the Hospital and the Union at any time and the authorization form shall clearly state this on its face.
3. The Hospital's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization or upon termination of the employment or upon acceptance of a job classification outside the bargaining unit.
4. The Hospital shall submit all funds so withheld to the Union, in a check separate from dues, in the same manner as Union dues.
5. Once an employee revokes authorization under this agreement, the employee shall not be entitled to re-authorize voluntary contributions for a six (6) month period from the date of the revocation.
6. The Union and Hospitals agree that the Hospitals assume no obligation, financial or otherwise arising out of the provisions of this agreement regarding the deduction of P.E.O.P.L.E. contributions. The Union agrees that it will indemnify and hold the Hospitals harmless from all claims, actions or proceedings by any employee arising from the contribution made by the Hospitals pursuant to this agreement. Alleged errors in the payment of contributions must be made within thirty (30) days of receipt by the Union of the monthly contribution.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. Except as specifically limited by express provisions of this Agreement, the Hospital shall have complete and exclusive management of its operations, control of the premises, direction of the working forces and management of efficiency of operations. The Hospital retains the sole right to manage the hospital, which right shall include, but shall not be limited to, the right to determine the size and composition of the work force, the right to determine medical and patient care standards and methods, the staffing pattern or patterns, the areas to be worked, the quantity and type of equipment to be used, the operation of such equipment, the manning requirements of such equipment on any job; the right to introduce new and/or improved equipment, methods and/or facilities; the right to determine the time for work, the work to be performed, the method and place of performing work, the schedules of work and of work breaks; the right to fix, alter, modify or change standards of quality of work to be done, the right to reorganize, discontinue or enlarge any part or all of any department or section; the right to alter, combine, or abolish any job classification or service; to maintain order and efficiency, to determine the duties of employees; to discharge probationary employees for any reason whatsoever, to hire, to layoff, to assign, to transfer, within departments or to other departments, to discharge employees for just cause, to determine the qualifications of employees; to promote employees; to

determine the starting and quitting times, overtime, and the number of hours to be worked; and to carry out the ordinary and customary functions of management subject only to such regulations and restrictions governing the exercise of these rights as are expressly set forth in this Agreement.

Section 2. The Hospital also retains the right to discipline and/or discharge employees for just cause; provided that, in the exercise of this right, the Hospital will not act in violation of the express terms set forth in this Agreement. Complaints that the Hospital has violated this Section 2. may be appealed through the grievance procedure.

ARTICLE 6
NO STRIKE - NO LOCKOUT

Section 1. The Hospital shall not lock out bargaining unit employees during the term of this Agreement.

Section 2. The Union shall not, directly or indirectly, call sanction, encourage, finance, and/or assist in any way nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walk out, work stoppage, picketing, sympathy strike or interfere with any operation covered under the terms of this Agreement. Violations of this Section 2 shall be proper cause for discharge or other disciplinary action.

Section 3. The Union shall at all times cooperate with the Hospital in continuing operations of the Hospital in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of the preceding Section 2. In addition to any other liability, remedy or right provided by applicable law, in the event any violation of the preceding Section 2. occurs, the Union, within twenty-four (24) hours of receipt of a written request by the Hospital, shall:

- (a) Publicly disavow such action by the employees;
- (b) Advise the Hospital in writing that such action by employees has not been called or sanctioned by the Union;
- (c) Notify employees of the Union's disapproval of such action and instruct such employees to cease such action and return to work immediately;
- (d) Deliver notice to the Hospital for posting advising that the Union disapproves such action and instructs employees to return to work immediately.

ARTICLE 7
UNION ACTIVITY

Section 1. No employee shall engage in any union activity including the distribution of literature, which interferes with the performance of work by her or others during her working time or in working areas of the Hospital at any time, unless approved by the Hospital. This shall not include Union activities provided for in this agreement.

Section 2. A non-employee representative of the Union shall have reasonable access to the Hospital for the purpose of conferring with the Hospital, delegates of the Union, and/or employees, for the purpose of administering this Agreement. The Union representative shall give notice to the Hospital's President and CEO, or his designee, upon the Union Representative's arrival and departure. Where the Union Representative finds it necessary to enter a department of the Hospital for this purpose, she shall first secure the permission of the Hospital's President and CEO, or his designee, in person, as the Hospital shall state. Such permission shall not be unreasonably withheld.

Section 3. The Hospital agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the Hospital against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

Section 4. The wearing of Union approved pins and apparel shall be permitted. Apparel is defined as clothing that fits within the current dress code and an AFSCME logo not to exceed 3x3 inches.

ARTICLE 8
UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representatives for the purpose of investigating and processing grievances under Article 10, grievance procedure, of this Agreement shall be known as "stewards." Each steward shall have an alternate who shall act as the steward when the steward is absent from work.

Section 2. Stewards shall follow the following procedure in processing grievances:

- (a) Before leaving her work station to process a grievance, the steward shall first report to her immediate supervisor and request permission to leave her work station. The steward shall state the reason for her request and the department of the Hospital to which she is going. Permission to leave will be granted based upon the needs of the steward's department and such permission shall not be unreasonably withheld. If supervision cannot permit the steward to leave her department at the time requested,

supervision shall designate a time to leave her department as promptly as circumstances allow.

- (b) When it is necessary for a steward to enter a department other than her own, she shall report first to the supervisor in charge of this department and advise her of the purpose of her being there. Permission to enter will be granted based upon the needs of that department and the availability of the employee whom the steward wishes to contact. If supervision is unable to grant permission to the steward to enter her department or section at the time requested, supervision shall then designate a time as promptly as circumstances allow to enter.
- (c) The steward and the employee(s) involved in processing a grievance shall keep to a minimum the time lost from work due to the grievance handling.
- (d) Upon returning to her work station, the steward shall first report to her immediate supervisor before resuming work. If the supervisor is unavailable, the steward shall report as soon thereafter as possible.

Stewards shall be permitted to reasonably investigate and process grievances during working hours without loss of pay or benefit. Stewards shall process 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 grievance handling.

Section 3. Should a steward have a grievance in connection with her own work, she may ask and receive the assistance of the President of the Union in processing her grievance subject to the provisions of Section 2. of this Article 8.

Section 4. The Union shall furnish the Hospital with a list of its officers, stewards and alternate stewards, indicating the department(s) to which each is assigned, and shall notify the Hospital in writing of any changes therein. The Hospital shall not be required to discuss any grievance with anyone other than the grievant and the Union representatives referred to in Article 10, grievance procedure.

Section 5. Stewards shall be assigned to shift and departments as follows:

Day Shift:	4 stewards and 4 alternate stewards 1 steward and 1 alternate steward of the above to cover satellite facilities.
Afternoon Shift:	1 steward and 1 alternate steward
Midnight Shift:	1 steward and 1 alternate steward

Section 6. Stewards shall remain in their respective areas of representation and on their shifts to the extent practical based on the needs of each steward's department during their term of office.

Section 7. The Hospital will permit flexible time during working hours to the President of the Local for the purpose of conducting Union business. The Chief Steward (Grievance Chairperson) shall have one (1) eight (8) hour day (designated by the Hospital) per four (4) week schedule to investigate and process grievances. Consistent with operational needs, she may also attend all related meetings without loss of pay.

Section 8. Absence with regular pay shall be authorized to permit employees who are officers of the bargaining unit to attend meetings and conventions of their International Union on a regional, state or national level. Only personnel appointed or elected by their employee group and certified by official notification from the Union, shall be granted such leave. Effective January 1, 2005, the total cumulative number of paid release days granted per year to the bargaining unit as a whole shall be fifteen (15) working days. For the term of this Agreement, any unused paid union leave days will be rolled over to the following year(s). Such leave days will be dispersed by the Union President. Leave days will require a thirty (30) day notice. The Union will work with the Hospital to resolve any scheduling issues in the least expensive manner as a result of such leaves. No more than four (4) employees may be out at any given time under this Section, and no more than one (1) from the same unit.

Section 9. The Hospital agrees to provide the Union office space on the Trumbull Memorial Hospital Campus. The office space will include a desk, a phone (with voicemail), and a computer (with e-mail access). The Union's use of the office, phone and computer are subject to the Hospital's policies regarding the same.

ARTICLE 9 ***NO DISCRIMINATION***

The Hospital and the Union each agree that it will not discriminate against any person because of race, color, religion, national origin, sex, age, sexual orientation or disability in violation of any law.

ARTICLE 10 ***GRIEVANCE PROCEDURE***

Section 1. For the purpose of this Agreement, the term "grievance" is defined as an alleged breach of a provision or the application of a provision of this Agreement between the Hospital and the Union or between the Hospital and an employee including disciplinary action arising from an alleged breach of a provision of this Agreement. The phrase "calendar days" is defined as consecutive civil days of the "Gregorian Calendar" excluding Saturdays, Sundays, and holidays, as set forth in Article 1 of this Agreement.

Step One. If an employee has a grievance, she shall contact her steward. The Union shall reduce the grievance to writing and file it with the

employee's supervisor or in the case of an alleged violation of Article 16 - Job Bidding, the immediate and the selecting supervisor within five (5) calendar days after the facts or events giving rise to the grievance have occurred. The written grievance shall set forth the complete details of the grievance including the facts; the article and section of this Agreement upon which the grievance is based; the time of the occurrence; and the relief or remedy requested. Within three (3) calendar days of the filing of the grievance, a meeting will be held with the supervisor, and, where appropriate, her representative, the employee, and the steward. The supervisor shall give her written answer to the employee's steward within five (5) calendar days of the before mentioned meeting.

Step Two.

If a grievance is not resolved at Step One, the Union shall, within five (5) calendar days after receipt by the Union of the Step One answer, appeal the grievance in writing to the employee's department head and/or her designee. The department head and/or her designee shall meet with the employee's steward and the President of the Union within five (5) calendar days after the written grievance has been filed. A written answer shall be given to the Union President within five (5) calendar days after the Step Two meeting.

Step Three.

If the grievance is not resolved at Step Two, the Union shall within five (5) calendar days after receipt of the Step Two answer, appeal the grievance in writing to the Human Resource Director, or her designee. The Human Resource Director shall meet with the Union Representatives (Ohio Council 8 Director and/or Staff Representative, Local 2026 President, Local 2026 Vice President, Chief Steward and involved steward) at a mutually agreeable date and time and a written answer shall be given to the Union within ten (10) calendar days after the Step Three meeting.

Step Four.

If the grievance is not resolved at Step Three, the Union shall submit the matter to the American Arbitration Association or the Federal Mediation and Conciliation Service ("FMCS") for arbitration within twenty (20) calendar days after receipt by the Union of the Step Three answer pursuant to Article 11 of this agreement. If the Union has submitted the matter to arbitration, then either the Union or the Employer may file a written Request for Mediation. Such requests shall be made in writing to the Administrative Director of Labor Relations or the Director, Ohio Council 8 and/or Staff Representative within forty-five (45) calendar days after the Step 3 answer. Failure to timely file a written Request for Arbitration or Request for Mediation, respectively, shall constitute a waiver of the right to arbitrate or mediate the grievance, as the case may be, and the grievance shall be considered resolved as set forth in the Step 3 answer. The mediation step does not toll any time limits for advancing the grievance to arbitration, unless the parties agree as set forth in Section Two of this Section. A party receiving a Request for Mediation may decline mediation by informing the initiating party in writing within seven (7) calendar days following receipt of the Request for Mediation. Where mediation is declined, the grievance shall automatically advance to arbitration.

Section 2. The time limits set forth in this Article shall, unless extended by mutual written agreement of the Hospital and the Union, be binding. Any grievance not properly submitted within the specified time limitation(s) shall not be considered a grievance under this Agreement and will not be arbitral. However, by mutual agreement of the parties any or all of the above mentioned limitation(s) may be extended.

Section 3. The parties shall agree to a schedule for 3rd Step grievance meetings in November of the current year for the following year. The Hospital will ensure the release of the Union President, Union Vice-President and Chief Steward to attend such meetings. In addition, the Hospital will use its best efforts consistent with operational needs, to release the grievant and the appropriate Steward to attend such meeting. It is the Union's responsibility to notify the grievant of the time and location of the meeting. All 3rd Step grievances submitted to the Human Resources Department prior to two (2) weeks before the scheduled 3rd Step meeting will be heard at the meeting.

Section 4. If the Hospital fails to timely respond under the terms of the grievance procedure, the grievance shall be granted in accord with the relief requested.

Section 5. A policy grievance which affects all or a substantial number of employees may be presented initially by the Union at Step Three of the grievance procedure.

Section 6. A grievance may be withdrawn by the Union at any time during Steps One, Two, Three, or Four of the grievance procedure.

Section 7. Mediation:

- (a) If the parties agree to mediate a grievance, the initiating party will submit a request to the FMCS for a mediator. The parties must mutually agree upon a mediator to hear the grievance. The parties will follow all applicable rules and guidelines of the FMCS for the grievance mediation.
- (b) At the mediation, the Union may have present the grievant, appropriate Union representatives, and any necessary witnesses. The Employer may have present any appropriate representatives and witnesses. Every effort will be made by both parties to conduct mediation discussions as efficiently and concisely as possible.
- (c) Any grievance settlement, whether it represents a compromise between the parties or a full granting of the grievance, shall be reduced to writing and signed at the grievance mediation. Any grievance which is withdrawn shall be done so in writing and signed at the grievance mediation. Any discussions held in the course of the grievance mediation process shall be considered "off the record" and shall not be referred to, and shall be inadmissible, in any subsequent arbitration, NLRB, judicial,

administrative, or other official hearing or proceeding. The function of the mediator is to provide the parties with skilled advice to bring about a resolution of the grievance submitted and/or as to what is likely to happen in arbitration hearing in order to make settlement of the grievance more likely.

- (d) Any grievance that is not settled, granted, or withdrawn at the grievance mediation will proceed forward to arbitration.
- (e) The fees and expenses of the Mediator shall be borne equally by the parties.

ARTICLE 11 ***ARBITRATION***

Section 1. In the event that any grievance has not been adjusted or resolved by the end of Step Three of Article 10, the Union shall submit the matter to the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with Step four of Article 10. The arbitrator shall be selected in accordance with the rules of the mentioned organizations (except that the Union will pay the entire cost of the initial filing fees when utilizing the American Arbitration Association). All expenses and fees of the arbitrator shall be shared equally between the Union and the Hospital. Each party shall be fully responsible for all other expenses it incurs in connection with any arbitration. The powers of the arbitrator shall be limited as follows:

The arbitrator shall have no power to rule on any dispute arising from a violation of either Article 5, Section 1, or Article 6, Sections 2 and 3.

The arbitrator shall have no power to add to, delete from, or modify any of the terms of this Agreement nor to rule on any matter except while this Agreement is in full force and effect.

The arbitrator shall have no power to establish language for this Agreement or to change any existing wage rates or fringe benefits.

The arbitrator shall have no authority to impose any obligation upon the Hospital unless clearly required by an express provision of this Agreement.

The Hospital in no event shall be required to pay back wages for more than five (5) calendar days prior to the date a written grievance is filed. In the case of a pay shortage which the employee could have been aware of before receiving her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files her grievance within five (5) calendar days after receipt of such pay.

Section 2. All decisions of arbitrators consistent with the before mentioned provisions of Section 1 and Article 10 and all pre-arbitration grievance

settlements reached between the Union and the Hospital shall be final, conclusive, and binding on the Hospital, the Union and the grievant(s).

ARTICLE 12 ***DISCIPLINE***

Section 1. Employees shall not be disciplined or discharged without just cause. The Hospital will utilize the principles of progressive discipline with respect to employee misconduct. The Hospital reserves the right, however, to forego progressive discipline if the employee's misconduct warrants such action. An employee who is disciplined shall be given a written notice stating the reason for her discipline and, in the case of suspension, the extent of the discipline, as soon as reasonably practical but within fifteen (15) calendar days after the alleged incident or violation or upon learning of the same, whichever is later. A copy of the notice will be presented to the applicable steward, chief steward, or her designee.

Section 2. Any suspension shall be for a specific number of consecutive days on which the employee otherwise would have been regularly scheduled to work. For attendance related infractions, the Hospital may substitute disciplinary probation in lieu of a suspension.

Section 3. It is essential that employee complaints concerning suspension or discharge be processed promptly. Therefore, all such disciplinary actions may be appealed directly to Step 2 of the grievance procedure. The Union shall reduce the grievance to writing and file it with the employee's department head or her designee within five (5) calendar days after the suspension or discharge. The written grievance shall set forth the specifics of the grievance including the facts; the Article and Section of this Agreement upon which it is based; when the grievance arose; and the relief or remedy requested. A grievance filed under this Article shall be subject to all other provisions of the Grievance Procedure, specifically including Sections 1 and 3 thereof.

Section 4. The imposition of discipline on a current charge by the Hospital will not take into account any prior infractions which occurred more than eighteen (18) months previously. Such discipline will not be used by the Hospital during the job bidding process.

Section 5. Upon reasonable notice, employees may inspect their personnel files.

Section 6. In the event the Employer places an employee on unpaid administrative leave to conduct an investigation, such leave shall not exceed thirty (30) calendar days. During such leaves, employees will be eligible for Medical Coverage pursuant to Article 28 of this Agreement.

ARTICLE 13
SENIORITY

Seniority will prevail in all matters. Pulling and cancellation of premium time will utilize inverse seniority. Seniority will be used to award holes, overtime and POC and charge nurse duties without rotation. However, in order to qualify for charge nurse assignment, a RN must have a satisfactory attendance (absenteeism, tardiness) record and have not received a written counseling within the most recent six month period counting backwards from the date of the assignment, and must exhibit a satisfactory work record defined as having no unsatisfactory work performance counseling (P-7 and/or any performance appraisal which leads to a thirty (30) - sixty (60) - ninety (90) day follow-up) within the most recent six month period, as defined above, and must not be on leave of absence or in the Transitional Work Program at the time of the assignment. For call-offs the Hospital may attempt to staff with employees currently on duty before going to the call list. All pulling will be accomplished in the inverse order of seniority at all times.

Section 1. Hospital seniority is the length of time an employee has been continuously employed from the last date of hire by the Hospital. Hospital seniority shall apply in the computation of vacation eligibility, and where applicable to break ties in job bidding situations.

Section 2. Classification seniority is the length of time an employee has been continuously employed by the Hospital as a Registered Nurse. The classification of "Registered Nurse" is comprised of the job titles as listed in the wage scale, moreover, whenever the term "classification" is used it shall refer to the broad category of "Registered Nurse." An employee's classification seniority shall be used for purposes of transfers, promotions (job bidding), holiday scheduling, layoffs, bumping, recalls, scheduling of extra hours, scheduling of personal days, and overtime opportunities. Seniority as applied to vacation scheduling shall be determined by Article 32, Section 5.

Section 3. Employees who have worked at the Hospital, without a break in service, prior to becoming a Registered Nurse, shall have their prior years of seniority added to their Registered Nurse classification seniority. The amount of seniority carried over to the Registered Nurse classification cannot exceed the amount of time the employee has as a Registered Nurse and shall be limited to five (5) years. This section applies to current employees and to those employees who are employed by the Hospital in the Registered Nurse Classification prior to January 1, 1999. After January 1, 1999 any employee who enters the bargaining unit shall start accruing seniority as of the day she enters the bargaining unit. Employees who leave the bargaining unit because they have accepted a job outside the bargaining unit and return within two (2) years shall have their seniority frozen and such seniority shall resume if they return to the bargaining unit. Such employee, moreover, shall not accrue seniority for the time spent outside the

bargaining unit but shall not lose the seniority they have accrued up until the time they left the bargaining unit.

Section 4. An employee shall lose all of her seniority, both hospital and classification, and shall cease to be an employee when she:

- (a) Resigns, quits, or retires;
- (b) Is discharged for just cause;
- (c) Is laid off for a period of twenty-four (24) consecutive months;
- (d) Is absent for three (3) or more consecutive working days, without notification to the Hospital, unless there is reasonable cause shown;
- (e) Fails to give notice of her intention to return to work from a layoff within two (2) Calendar days after receipt of a recall notice by certified mail, return receipt requested, or fails to return to work within seven (7) calendar days after receipt of said notice;
- (f) Fails to report to work at the expiration of any leave of absence or vacation, without reasonable cause.

Section 5. Within thirty (30) days after the execution of this Agreement, and monthly thereafter, the Hospital shall provide to the Union:

- (a) A seniority list of all employees in the Registered Nurse Classification in order by classification seniority, the name, unit and cluster, hospital seniority date, status (part time or full time) and status date. A copy of this seniority list shall be posted in the work areas in which the classification is assigned. Any employee desiring to challenge any of the information contained on such lists must do so in writing to the Human Resources Department within ten (10) calendar days after the list is posted. Any information not so challenged shall be deemed correct and the employee shall be bound by the information contained on the list for all purposes.
- (b) An alphabetical list of the names, addresses, phone numbers, classification, department and status (full-time or part-time) of all employees as they appear on hospital records, where feasible such list will also be provided on computer disk.
- (c) A separate list of all new employees, retirees, terminations, changes in job assignments and changes in status (part-time, full-time, leave of absence, laid off) date.

ARTICLE 14
LAYOFF AND RECALL

Section 1. When a layoff or reduction of the work force in the Registered Nurse classification becomes necessary in a given department (Cardiovascular Lab; Clinical Integration Group; Nursing Service; Radiology and Rehabilitative Services), employees shall be laid off or reduced according to classification seniority in the following order, providing those who remain have the ability to perform the work in question:

- (a) Agency employees;
- (b) Temporary employees, hospital wide;
- (c) Probationary employees by inverse order of seniority, hospital wide;
- (d) Per Diem employees by inverse order of seniority.

Section 2. If further layoffs or reductions in status are necessary, the remaining employees shall be laid off or reduced according to classification seniority, providing those who remain have the ability to perform the work in question.

- (a) Super seniority will be granted to Union Officers, Trustees, Stewards, and Executive Board Members. Super seniority entitles the previously stated to be the last for layoff and the first for recall regardless of classification seniority. The Union will provide the Hospital with a list of those employees on a quarterly basis.

Section 3. To avoid layoff or reduction in status an employee may bump, provided that she possesses the skills and abilities and required certification(s) to perform the duties on a satisfactory and efficient basis. Employees must be able to perform the work with a full patient load and meet normal RN assignments with no more supervision than required of other employees after an orientation period of up to two (2) consecutive weeks. During this orientation period the RN will not be considered part of the staffing mix. Bumping shall be done in the following order:

- (a) The least senior employee (with the same status) within her unit on the same shift; or
- (b) The least senior employee (with the same status) within her unit or the least senior employee (with the same status) in her service on the same shift; or the least senior employee (with the same status) within her service; or

- (c) The least senior employee (with the same status) in another service on the same shift; or the least senior employee (with the same status) in another service; or
- (d) The least senior employee (with part-time status) within her unit on the same shift; or
- (e) The least senior employee (with part-time status) within her unit; or the least senior employee (with part-time status) in her service on the same shift; or the least senior employee (with part-time status) within her service; or
- (f) The least senior employee (with part-time status) in another service on the same shift; or the least senior employee (with part-time status) in another service on a different shift.

In all cases a bumping employee must have greater seniority than the employee being bumped. A part-time employee being laid off may bump in accordance with sub sections (a) through (c) of this Section.

Section 4. Employees having the same seniority date shall be laid off in descending order of the last four (4) digits of their social security number (9999-0000).

Section 5. All employees shall be given a minimum of two (2) weeks written notice of layoff and the reason for the layoff.

Section 6. Employees laid off may receive payment for earned but unused accrued time in eighty (80) hour increments or fraction thereof in accordance with Hospital policy.

Section 7. Employees shall be recalled from layoff on the basis of classification seniority.

Section 8. Employees having the same seniority date shall be recalled in ascending order of the last four (4) digits of their social security number (0000-9999).

Section 9. An employee on layoff shall be given written notice to return to work by certified mail, return receipt requested. The employees(s) shall, within two (2) calendar days, indicate to the Hospital her intention of returning to work and thereafter shall return to work within seven (7) calendar days after receipt of the notice. It shall be the responsibility of each employee to keep the Hospital informed of her current address.

Section 10. No new employee shall be hired or transferred into the "Registered Nurse" classification until all employees in the classification on layoff status have been recalled.

Section 11. An employee's hospital seniority date and job classification seniority date shall not be changed because of a period of layoff. An employee will have continued coverage for LTD and Flex Spending up to the date of their layoff or termination, for any reason. For all other insurances (e.g. Hospitalization, Life Insurance, Dental Insurance), the employee will have continued coverage to the end of the month in which the layoff began. Accrual of all other benefits shall be suspended as of the date the layoff commences.

Section 12. Any employee displaced as a result of the operation of this Article and its sub-sections shall be entitled to exercise bumping rights under this Article.

Section 13. Consistent with the above, the Hospital will not unreasonably erode the number of full-time employees. The hospital may reduce the number of full-time positions when such positions are vacated. Additionally, full-time employees shall not be reduced to part-time employees unless there is a lay-off where the overall number of employees has been reduced.

ARTICLE 15 ***LATERAL TRANSFERS***

Section 1. An employee may exercise her Registered Nurse seniority for the purpose of transferring within the Registered Nurse classification, changing shifts, changing work weeks, changing units or changing status when an opening occurs in any Registered Nurse classification not covered by the job bidding Article (Article 16), of this agreement, on another shift, work week or unit as long as the employee possesses the basic skills and abilities of a Registered Nurse, and

- (a) Has a satisfactory attendance (absenteeism, tardiness) record and has received no written counseling within the most recent six month period counting backwards from the date that the requisition is approved, and;
- (b) Must exhibit a satisfactory work record defined as having no unsatisfactory work performance counseling (P-7 and/or any performance appraisal which leads to a thirty (30) - sixty (60) - ninety (90) day follow-up) within the most recent six month period, as defined above.
- (c) Must not be on leave of absence or in the Transitional Work Program at the time the vacancy exists.
- (d) Employees shall be allowed lateral transfers in accordance with this contract prior to the recall of any laid off employee.
- (e) Employees shall be allowed to submit lateral transfer requests for each type of transfer they desire, and shall have the right to decline a transfer at the time of offering.

- (f) No employee may exercise the right of lateral transfer provided for in this Section 1. for a period of 6 months after making a lateral transfer.

Section 2. Transfers of an emergency nature as determined by the Hospital will be assigned without consideration of seniority, however, the employee will be informed by the Hospital of the nature of the emergency and the duration of the transfer.

Section 3. Temporary transfers shall be in accordance with Registered Nurse seniority, within the groups listed below (Article 20, section 18) and as operational needs dictate. A temporary transfer shall not exceed thirty (30) calendar days except as follows:

- (a) To fill a vacancy caused by an employee being on sick leave or other approved leave of absence or;
- (b) To provide vacation relief scheduling.

If the Hospital temporarily transfers an employee from one job to another job, she shall receive her regular rate of pay if the rate of pay for the other job is lower than her regular rate and she shall receive the higher rate of pay for the other job if that rate is higher than her regular rate for all hours worked on the higher rated job.

Section 4. When a vacancy occurs within a unit, the employees assigned to the unit will have first preference to lateral transfer (based upon his/her Registered Nurse seniority) for that vacancy. The Lateral Transfer Notice shall be posted for seven (7) consecutive days (including Saturdays, Sundays and holidays in a designated area on the unit. The employee will express their interest by signing their name on the sign-up on the unit. Positions will be awarded in accordance with this article (Article 15) of the collective bargaining agreement.

Section 5. When an employee is called by the department for the purpose of being offered a job by lateral transfer, the employee may make the decision immediately or ask for 24 hours in which to decide. Once the employee has accepted the position and the replacement process has begun, the employee cannot change her mind and must accept the position. They must wait until they are eligible to transfer again or are eligible to job bid to vacate the position.

Section 6. An employee's application for transfer within the Registered Nurse job classification shall supersede the job bidding provisions of the Agreement provided that the application was on file prior to the job requisition being approved.

Section 7. An employee awarded a job under these provisions will be given reasonable help, supervision and a normal orientation to the unit and its procedures. For the purpose of interpreting this Article, normal orientation to the unit and its procedures shall mean a familiarization with the specific chain of command, unit routine, and physical layout of the unit, but shall not mean training

with respect to the minimum skills and abilities required to competently and efficiently perform the essential duties of the position.

Section 8. If an employee feels that they are unable to perform at this job, they may by mutual agreement be placed in an available vacant position.

Section 9. An employee on reduced status will be elevated to her regular full-time status prior to the elevation by transfer of any employee who has never held full-time status.

Section 10. Both full and part-time employees shall be given equal consideration for the purpose of lateral transfers, followed by per diem employees according to classification seniority.

Section 11. The Hospital shall notify the Local Union President or her designee in writing of all employees who are transferred under this Article on a monthly basis.

ARTICLE 16 ***JOB BIDDING***

Section 1. When a vacancy occurs in a full-time or part-time position in a bargaining unit job classification or a new job is created, the Hospital shall post for four (4) consecutive calendar days on designated hospital bulletin boards a notice of the opening. The notice shall contain the job classification, title, department, area of vacancy (if known), shift, rate of pay, brief job description, and necessary qualifications. Employees who wish to be considered and who have had six (6) months experience at their present position must file written application with the Human Resources Department by the end of the posting period. For purposes of these provisions, a "vacancy" is defined as a job opening where the Hospital has increased the number of jobs available in the bargaining unit or where an opening occurs in an existing job as a result of a promotion, job bidding, leave of absence, quit, discharge, transfer, or other termination of employment, and in either situation the Hospital has determined that a vacancy exists. In order to be eligible to bid, an Employee must have a satisfactory attendance (absenteeism, tardiness) record and have not received a written counseling (verbal documented not applicable) within the most recent six month period counting backwards from the date that the requisition is approved, and must exhibit a satisfactory work record defined as having no unsatisfactory work performance counseling within the most recent six month period, as defined above, and must not be on leave of absence or in the Transitional Work Program at the time the vacancy exists.

Section 2. All applications timely filed will be reviewed by the Hospital and the job will be awarded within ten (10) calendar days after the close of the posting period on the basis of the applicant's ability (classification seniority, skill, education, experience, training) to perform the work in question, and the skill and the ability level of the applicant in her current position. When applicants of

similar abilities have applied, Hospital seniority will be the prevailing factor. At the end of the tenth (10th) calendar day, a notice will be posted showing the name of the applicant selected for the job, or indicating that no one was selected. If no application is received, or none of the applicants is qualified for the job, the Hospital may fill the job. In order to provide continuity of service while filling a vacancy or new job, the Hospital shall have the right to fill openings and make transfers on a temporary basis pending the selection of an employee for a job under these provisions.

Section 3. An employee awarded a job under these provisions, will be given reasonable help and supervision during her trial period. If an employee fails to qualify on an awarded job, she shall be returned to her former job provided that the position still exists and that it has not otherwise been filled. If such employee's position has been filled, or the replacement process has started, she may be placed in a vacant position, if available. If the employee's position is no longer available, they will be placed in a pool at their former shift and status. The replacement process has started once the VRF is approved. The trial period as defined may be extended by mutual agreement of the parties but such extension shall not exceed thirty (30) calendar days. The Union and the employee shall be notified in writing of such extension. When an employee is awarded a job under this Article, they will be ineligible to bid for another position for a period of six (6) months. The Parties recognize that in executing the provisions of this Article, the Hospital shall not be required to create a position for an Employee.

Section 4. Except where there is an established training period (with a training class and a training rate), an employee awarded a job under these provisions shall be paid at the applicable hourly wage for the awarded position.

Section 5. Consistent with the before mentioned sections, the Hospital will give equal consideration to full-time and part-time applicants for all vacancies. Per diem employees will be considered should there be no qualified full or part-time applicants.

ARTICLE 17

JOB DESCRIPTION

Section 1. The Hospital shall furnish the Union with a copy of the job descriptions covering the "Registered Nurse" classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the Hospital shall provide the Union with a copy of the new job description.

Section 2. The Hospital shall provide a job description to every employee who is hired, transferred, or promoted into a new job within the "Registered Nurse" classification(s).

ARTICLE 18
JOB EROSION

The Hospital will not unreasonably erode the work of bargaining unit employees through the reassignment of bargaining unit work to non-bargaining unit employees.

ARTICLE 19
NEW JOBS

If substantial changes in the method of operation, tools, or equipment of a job occur, or if a new job is established which has not previously been classified, the Hospital shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the Hospital and Union are unable to reach an agreement on the issue, the Hospital shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union may file a grievance at Step 4 of the Grievance Procedure and pursue mediation and/or arbitration as set forth in Article 10 of this Agreement. In arbitration, the arbitrator shall have the authority to establish a new rate and classification or place the job in an existing classification. Any award of the arbitrator shall be retroactive to the date the job was placed into effect. Any rate and classification mutually agreed to between the Hospital and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto.

ARTICLE 20
HOURS OF WORK/OVERTIME

Section 1. Except as otherwise provided herein, the normal work week for regular full-time employees shall be thirty-two (32) hours, thirty-six (36) hours, or forty (40) hours of work exclusive of time allotted for meals during the period starting 12:01 a.m. Sunday to midnight Saturday, except where mutually agreed by the Hospital and the Union. The normal work day shall be defined as eight (8) consecutive hours of work within a day (from 12:01 a.m. to 11:59 p.m.). Provided that this shall not be construed as a guarantee of hours of work per day or per week and the Hospital reserves the right as operational needs and conditions require, to establish and change hours of work, schedules of hours, lunch breaks and coffee breaks. Should any of the above changes become necessary on a permanent basis the Hospital will inform and consult with the Union but under no circumstances will the implementation of any change be delayed.

Section 2. All employees shall be allowed not less than thirty (30) minutes for a scheduled meal, except when an employee's presence is required at her work station during the entire shift she shall be permitted a reasonable period of time to eat on the job at her work station and will be paid thirty (30) minutes at one and one-half times her normal hourly rate. Where staffing needs permit, RNs shall receive time off for meal breaks between 11:00 a.m. and 1:00 p.m. on the day shift, between 4:00 p.m. and 7:00 p.m. on the afternoon shift and between 1:30 a.m. and 4:00 a.m. on the night shift. In the event that staffing needs do not permit the nurse to take time off during these designated periods, then the nurse shall have

the option of working through her meal period when approved by her clinical nurse manager or the clinical nurse manager's designee and receiving overtime for the thirty (30) minute unpaid meal period or taking a meal period at another time. Employees working two (2) consecutive hours or longer beyond their scheduled shift shall receive an additional thirty (30) minute paid meal period. The second meal period shall be scheduled immediately after two (2) hours of work, as operational needs dictate.

Section 3. Schedules of the employees work week will be posted in their departments no later than noon Thursday three (3) weeks before the scheduled normal work week and no earlier than four (4) weeks prior to the scheduled normal work week.

Section 4. All employees shall be permitted two (2) fifteen (15) minute break periods during each eight (8) or ten (10) hour shift of work, at times consistent with the needs of the Department. Employees working 12-hour shifts will be given three (3) fifteen-minute breaks.

Section 5. Employee(s) shall be paid on the basis of time recorded.

Section 6. Employee(s) who have not reported to their assigned work area at the scheduled starting time will have their hourly wage reduced in six (6) minute intervals until such time that they begin their scheduled work. Employees who have not called in to report their absence prior to their scheduled starting time and who have not reported to their assigned work area within one (1) hour of their scheduled starting time will be considered absent for the work day. Employees who do call in to report their tardiness prior to their scheduled starting time shall be permitted to work the balance of the work day, provided they will be at their assigned work area within two-hours of their scheduled starting time.

Section 7. Except in the case of an emergency (which is defined as a sudden, unexpected occurrence demanding immediate action), an employee shall report the reason for any absence to the designated supervisor or staffing office at least two (2) hours prior to her scheduled starting time.

Section 8. Unless the Hospital has a bona fide reason which causes operational needs to dictate otherwise and with prior discussion with the Local Union President or her designee the current practice of assigning work including shift rotation, weekend rotation and holiday rotation will be continued. Weekends shall be the forty eight (48) hour period beginning Saturday, 6:00 a.m. until Monday, 6:00 a.m.. Except as provided in this Agreement the Hospital shall not schedule any employee, two (2) consecutive weekends in a row or more than twenty-six (26) weekends in a calendar year at the straight time rate of pay (excluding assigned holidays or where employees choose to trade days). Midnight shift will be scheduled off every other Friday and relief shift employees will not be scheduled Friday midnight shift before their weekend off, unless operational needs

dictate otherwise. If extra weekend shifts are available to be given off, they are to be given off in a continually rotating basis by classification seniority.

Section 9. Unless the Hospital has a bona fide reason which causes operational needs to dictate otherwise and with prior discussion with the Local Union President or her designee the Hospital will continue to offer and expand "alternative" work schedules in the same manner and number as is the current practice.

Alternate Schedules. The Hospital may offer and expand alternate schedules as operational needs, staffing and scheduling concerns allow.

Full-time, 32-hour shifts: All 8-hour/32 hr shift employees shall be governed by the following terms and conditions of employment, and/or in addition to other articles in this Agreement:

- A. Full-time 8-hour/32 hr per week positions may be offered on the afternoon and midnight shifts as operational needs, staffing and scheduling concerns allow.
- B. Overtime will be paid for those hours worked over eight (8) hours in one day or forty (40) hours worked in one workweek, provided, however, that overtime payments shall not be duplicated for the same hours worked.
- C. Employees working an eight (8) hour per day, thirty-two (32) hour per week full-time position shall earn vacation on the same basis as any other employee. One (1) week of vacation will equal forty (40) hours of vacation time. If one (1) day of vacation is taken by an employee who is regularly scheduled 32 hours per week, it will be paid at 10 hours and will be considered 10 hours taken.

10-Hour Shifts. All 10-hour shift employees shall be governed by the following terms and conditions of employment, and/or in addition to other articles in this Agreement:

- A. Overtime will be paid for those hours worked over ten (10) hours worked in one day or forty (40) hours worked in one workweek, provided, however, that overtime payments shall not be duplicated for the same hours worked.
- B. Employees on a 10-hour shift will earn vacation on the same basis as any other employee.
- C. Employees on a 10-hour shift will be scheduled for vacation in the same manner and paid vacation pay as other employees working under this Agreement.
- D. 10-hour shift employees will be paid shift differential in accordance with this Agreement.

- E. 10-hour shift employees shall accrue and shall be paid sick time in accordance with the Agreement. For the purposes of sick time pay, a 10-hour shift employee shall be paid ten (10) hours.
- F. Employees scheduled on a ten (10) hour schedule shall receive bereavement leave at ten (10) hours of pay, not to exceed their normal workweek.

12-Hour Shifts. All 12-hour shift employees shall be governed by the following terms and conditions of employment, and/or in addition to other articles in this Agreement:

- A. 12-hour shifts are defined as follows:
 - 1) Work three (3) twelve (12) hour shifts per week and payment for thirty-six (36) hours of work or,
 - 2) Work two (2) twelve (12) hour shifts and two (2) eight (8) hour shifts per week and payment for forty (40) hours of work.
 - 3) Employees working twelve (12) hour shifts shall receive one (1) thirty (30) minute unpaid lunch break and three (3) paid fifteen (15) minute breaks.
- B. Employees working a twelve (12) hour shift shall earn vacation on the same basis as any other employee. One (1) week of vacation will equal forty (40) hours of vacation time. If one day of vacation is taken by a 12-hour employee who is regularly scheduled 36 hours per week, it will be paid at thirteen and three-tenths (13.3) hours and will be considered thirteen and three-tenths (13.3) hours taken.
- C. Employees shall accrue and shall be paid sick time in accordance with the Agreement. For the purposes of sick time pay, a 12-hour shift employee shall be paid twelve (12) hours.
- D. Overtime shall be considered any hours worked over twelve (12) consecutive hours or over 40 hours in one (1) week for full-time employees. Overtime for part-time employees will be considered any hours worked over twelve (12) consecutive hours or over 40 hours in one (1) week.
- E. 12-hour shift employees will be paid shift differential in accordance with this Agreement.
- F. Employees on a 12-hour schedule shall receive bereavement leave at twelve (12) hours of pay, not to exceed their normal workweek.
- G. Part-Time Twelve (12) Hour Shifts. Part-time twelve (12) hour shift positions shall be governed by the provisions above.

- H. 12-hour shift employees will take vacation in 36-hour increments. 12-hour weekend employees will take vacations Friday, Saturday and Sunday. In addition, three (3) individual vacation days will be granted throughout the calendar year.
- I. 12-hour shift weekend employees will not be assigned a holiday letter, but will work the holidays that fall on Friday, Saturday and Sunday.
- J. 12-hour shift employees who are assigned to rotate shifts (i.e., 6:00 a.m. – 6:30 p.m./6:00 p.m. – 6:30 a.m. rotate 50%), may establish a "partnership" with another 12-hour shift employee on their specific unit. Partnerships will be assigned according to seniority.

Full-time, 2-8 hr/2-12 hr shifts: All 2 8-hour/2 12-hour shift employees shall be governed by the following terms and conditions of employment, and/or in addition to other articles in this Agreement:

- A. Overtime will be paid for those hours worked over eight (8) hours on a scheduled eight (8) hour day and over twelve (12) hours on a scheduled twelve (12) hour day; or forty (40) hours worked in one workweek, provided, however, that overtime payments shall not be duplicated for the same hours worked.
- B. Employees working 2-8/2-12 hour shifts will earn vacation on the same basis as any other employee.
- C. Employees working 2-8/2-12 hour shifts will be scheduled vacation in accordance with their regular schedule.
- D. Employees will be paid shift differential in accordance with this Agreement.
- E. Employees shall accrue sick time in accordance with the Agreement and shall be paid sick-time in accordance with their regular schedule.
- F. Employees shall receive bereavement leave at eight (8) and/or twelve (12) hour increments in accordance with their regular schedule, not to exceed their normal workweek.

Section 10. Holes List. A "hole" is defined as any uncovered shift that remains after all have been assigned their hours of work for the four (4) week schedule is posted as determined by management.

- A. The Holes list will be posted no later than the Monday after the schedule is posted.
- B. The list will include the date of the shift and the number of hours within that shift that are not covered.

- C. At the end of the second week of the posting of the Holes List, the Hospital will assign the holes for the initial two (2) weeks first, at straight time by seniority within the unit in the following order: (1) to full-time employees; then (2) part-time employees. Second, they will be assigned within the service group at straight time in the following order: (1) to full-time employees; then (2) part-time employees. Third, they will be assigned at straight time to cross-trained employees in the following order: (1) to full-time employees; then (2) part-time employees. Fourth, in the event holes remain, they will be assigned in the same foregoing order using overtime. Fifth, per diems will have the opportunity to sign up for any remaining vacant holes assigned by the staffing office and will receive X and Z time for such hours worked. In the event the Hospital determines there is a need to post a “hole” on a recognized holiday (as defined in Article 30, Holidays), the “hole” will be awarded in the same manner as outlined above.
- D. At the end of the first week of the active schedule, the Hospital will then assign holes for the second two (2) weeks at straight time then overtime using the order set forth in subparagraph C of this Section.
- E. Should operational needs dictate, the Hospital may cancel previously posted and assigned holes in the following sequence in inverse seniority during a four (4) week scheduling period: (1) per diems receiving premium pay including overtime; (2) full-time or part-time receiving premium pay including overtime; (3) per diems (non-premium, regularly scheduled shift); provided that the Hospital provides one (1) hour notice to the employee awarded the hole. Per diem registered nurses scheduled to work a holiday will not be canceled.
- F. The Nurse Manager is to initial and date the approval on the holes list those employees hired and enter them on the unit four-week schedule. The employee is responsible for checking to see if they have been hired for the shifts they have signed up for. When any extra shifts are added to the four-week schedule the Nurse Manager and the Scheduling Office are to mark a RED "E" for any extra shifts and OT if it is overtime for that employee.
- G. Once the schedule is in effect, the remaining holes will continue to be posted and the Nurse Manager will continue to initial and date the approval at the end of each week. Additional vacancies may be added to the "holes list" after the schedule becomes active, only after the extra hours list has been called.
- H. If a hole exists for call, all hours will be applied at X/Z-time in addition to the call pay (\$2.00/hour). If an employee is called out to work, she will receive credit for all hours worked toward the bonus.

- I. Use of non-bargaining unit nurses shall continue to abide by Article 38 of this Agreement.

Section 11. Extra Hours. "Extra Hours" are unexpected vacancies that occur after the schedule is posted. Extra hours will not be pre-scheduled. Any employee not interested in working extra hours must sign a "Do Not Call" List. An employee on the "do not call" list will not be contacted by the Staffing Office for extra hours. If an employee wants to be removed from the "do not call" list, she must notify the Staffing Office at least two (2) weeks prior to a four (4) week schedule in order to be removed.

In the event the Hospital determines that a need for extra hours exists, it will offer such extra hours in the same manner as filling a hole, after such hours are offered to staff that are currently on duty.

Nothing in this Article shall preclude an employee trading scheduled shifts with another employee provided such trade will not result in overtime payment eligibility to either employee.

Section 12. Volume Related Staffing Adjustments.

- A. In the event the hospital sees the need for a reduction in staffing, reduction adjustments will be made in the following order
 - a. Cancel agency nurses within the low volume unit, then within the Service Group
 - b. Cancellation of all scheduled premium time. Cancel any shift in which premium time is being paid, including scheduled holes. Partial shifts may only be cancelled at the beginning of the shift if the employee is in agreement. Once a premium pay employee has reported to work, they cannot be cancelled until they have worked four (4) hours.
 - c. Voluntary Paid Time Off.
 - (1) An employee who wants to be considered for paid time off in the event of a volume related staffing adjustment must submit a request to their supervisor or the staffing office.
 - (2) The Hospital will go to those employees who have submitted requests for paid time off and offer the same to them based upon seniority first by unit then service group in the following order: (a) personal days, then (b) vacation days. If the Hospital errs in providing paid time off, the aggrieved employee will have the first opportunity for paid time off on the next occasion such paid time off is offered by the Hospital in that unit or service group.

d. Leave Days.

Voluntary unpaid leave days will be granted based upon seniority first by unit then by service group. Leave days are defined as a day the Hospital desires to reduce staffing due to operational needs. Non-bargaining unit Charge Nurses and CRM's will not be included in the rotation for leave days or voluntary paid-on-call. In the event that the Hospital determines there is a need to offer a leave day on a holiday, voluntary time off will be offered first by seniority to those registered nurses scheduled to work that day, in the service area, regardless of rotation, then in all other units. Cancel Per Diem RNs by inverse seniority within the low volume unit, then service group.

e. "Pulling" will be offered to the low volume unit staff to a unit outside of the service group for helping hands as determined by the Hospital. Declining the "pull" will be considered voluntary time off.

f. If there is a need for further volume related staffing adjustments, the Hospital may mandate the least senior RN on a continuous rotating basis with the following guidelines:

- (1) At no time may a mandatory reduction take place that compromises the Hospital's documented staffing patterns, to include ancillary staff.
- (2) Holidays shall be excluded from mandated time off.
- (3) Employees that have volunteered or have been mandated off scheduled time shall not experience any loss in benefits.
- (4) No bargaining unit member shall be mandated more than eight (8) hours off per four (4) week schedule. Mandatory time off shall be in no less than two (2) hour increments, and no splitting of shifts.
- (5) Mandatory time off within a unit shall be done on a continuous rotating basis by inverse seniority.

During the term of this Agreement, but no sooner than April 30, 2013, the Employer shall have the right, in the circumstances described below, to serve the Union with a written notice, in the manner described below, informing the Union of the Employer's desire to renegotiate the terms and conditions set forth in this Section 20.12 (a "Notice of Renegotiation"):

The Employer will conduct a review, along with participation from the Union, on or about the last day of any calendar month, of the experience during that month in any department or area where the Employer had determined the need for a reduction, assessing the number of employees

volunteering to be canceled or called off, and the number of employees actually called off pursuant to this Section 20.12. In the event such a review demonstrates, in any department or area in which there are ten (10) or fewer regularly scheduled employees, that the need for reduction was not achieved through volunteers and cancellations provided for in this Section 20.12 on twenty percent (20%) or more of the occasions on which the Employer first sought a volunteer or volunteers after having determined that there was a need for reduction, the Employer shall have the right, but not the obligation, to serve the Union with a Notice of Renegotiation. In the event such a review demonstrates, in any department or area in which there are eleven (11) or more regularly scheduled employees, that the need for reduction was not achieved through volunteers and cancellations provided for in this Section 20.12 on ten percent (10%) or more of the occasions on which the Employer first sought a volunteer or volunteers after having determined that there was a need for reduction, the Employer shall have the right, but not the obligation, to serve the Union with a Notice of Renegotiation.

In the event the Employer serves such a Notice of Renegotiation, the Parties shall meet promptly to negotiate over the terms and conditions set forth in this Section 20.12. In the event the Parties do not execute a written agreement resolving the Employer's Notice to Renegotiate within sixty (60) consecutive calendar days following the Employer's service of the Notice to Renegotiate, the Employer shall have the right to serve the Union with a written notice of termination of this Section 20.12 (a "Notice of Termination"), which shall specify the date upon which the termination of this Section 20.12 shall become effective, which specified date must be at least twenty (20) consecutive calendar days following the date of service (in the manner provided for, below) of such a Notice of Termination (the "Notification Period"). The parties agree that once such Notice of Termination has been served by the Employer, the provisions of ARTICLE 6 – NO STRIKE-NO LOCKOUT of this Agreement shall be of no continuing force and effect, for the remainder of the duration of this Agreement or until the Parties execute a written agreement resolving the Employer's Notice to Renegotiate, whichever is sooner.

In order to be effective, any Notice of Renegotiation and/or Notice of Termination shall be served by hand- delivery to the Union at the following address:

150 South Four Mile Run Road
Youngstown, OH 44515-3137

In computing the Notification Period defined above, the actual respective dates of delivery of the Notice of Renegotiation and of the Notice of

Termination shall not be included in the computation of such Notification Period.

B. Paid On-Call

Paid On-Call. Paid on-call may be offered at the Hospital's discretion first to those employees working premium pay, second to non-premium pay employees, within a unit by seniority. All paid on-calls will be voluntary. Paid on-call nurses will be called in for their designated unit. Paid on-call nurses will have forty-five (45) minutes to report to work from the time they are called. If a paid on-call RN cannot be reached, she forgoes the on-call pay for the remainder of that shift and incurs an occasion under the Hospital's attendance policy.

Section 13. Sporadic Leave Days: Requests for sporadic leave days may be granted and will be limited to six (6) days per calendar year (January through December, except prime time). These will be granted after the schedule has been posted, at the discretion of the Nurse Manager or Supervisor, in conjunction with the Scheduling Office, and only if operational needs permit. Sporadic leave days will not be granted during June, July, August and the week of Christmas.

Part-time employees who are assigned extra shifts on a four-week schedule above their contracted hours of work, may replace themselves for the amount equal to the extra hours. The exception to this is the extra day scheduled during a holiday week. This must be done after the schedule has been posted and must not result in overtime. Coverage of these extra hours by another employee in the same job classification will not be counted in the six (6) leave day limit.

This shall include RN's in all departments.

Section 14. Temporary Full Time: In the event of a temporary vacancy in a full time position that is expected to last more than thirty (30) days the Hospital may fill such vacancy by temporarily elevating a part time employee to "temporary full time status." Such vacancy will be filled first by part-time applicants with skills and abilities within the unit, then within the service group and then from another service group, then per diem on the basis of classification seniority on a voluntary basis. A part time employee so assigned will receive benefits for the length of time she in "temporary full time status" as described in the Article on "Hospitalization."

A. Employees accepting temporary full-time positions will be entitled to all benefits of the regular full-time employee, with the exception of personal holidays. Temporary full-time will be offered in 30-day increments. Temporary full-time employees will be eligible for X and Z time for hours worked above their contracted temporary full-time hours of work.

B. The temporary full-time RN will be considered full-time when extra hours and overtime are being offered.

Section 15. Supervisory/Scheduling personnel shall do all scheduling and calling of employees except in those areas where unit calling will expedite operational needs and both employee and supervisor mutually agree.

Section 16. Off Shifts: Unless the Hospital has a bona fide reason which causes operational needs to dictate otherwise and with prior discussion with the Local Union President or her designee, the maximum number of "off shifts" assigned to a Relief employee can be scheduled per month shall be as follows:

Full-Time Employees:

20 or more years of seniority	no more than 2 "off shifts" per four-week schedule
15 to 20 years of seniority	no more than 4 "off shifts" per four-week schedule
10 to 15 years of seniority	no more than 6 "off shifts" per four-week schedule
5 to 10 years of seniority	no more than 8 "off shifts" per four-week schedule
0 to 5 years of seniority	no more than 10 "off shifts" per four-week schedule

Part-Time, 32 Hours/Week:

20 or more years of seniority	no more than 1 "off-shift" per four-week schedule
15 to 20 years of seniority	no more than 2 "off-shifts" per four-week schedule
10 to 15 years of seniority	no more than 4 "off-shifts" per four-week schedule
5 to 10 years of seniority	no more than 6 "off-shifts" per four-week schedule
0 to 5 years of seniority	no more than 8 "off-shifts" per four-week schedule

Part-Time, 24 Hours/Week:

20 or more years of seniority	no more than 1 "off-shift" per four-week schedule
15 to 20 years of seniority	no more than 2 "off-shifts" per four-week schedule
10 to 15 years of seniority	no more than 4 "off-shifts" per four-week schedule
5 to 10 years of seniority	no more than 5 "off-shifts" per four-week schedule
0 to 5 years of seniority	no more than 6 "off-shifts" per four week schedule

Part-Time, 16 Hours/Week:

20 or more years of seniority	no more than 1 "off-shift" per four-week schedule
15 to 20 years of seniority	no more than 2 "off-shifts" per four-week schedule
10 to 15 years of seniority	no more than 3 "off-shifts" per four-week schedule
5 to 10 years of seniority	no more than 4 "off-shifts" per four-week schedule
0 to 5 years of seniority	no more than 5 "off-shifts" per four-week schedule

The more senior RN will be scheduled less off-shifts than the less senior RN (full-time to full-time/part-time to part-time/shift preference considered). All less senior employees will be given their full contractual number of off shifts prior to a more

senior employee being assigned any off shifts. This is to include all alternative schedules with the exception of 12 hour partners.

An off-shift is considered any shift working four (4) hours or more past 2:00 p.m.

Section 17. The Hospital shall be the sole judge of the necessity for overtime. All overtime will be voluntary. The Hospital shall endeavor, insofar as it may be reasonably practical, to make an equitable distribution of overtime, within the unit. The Hospital agrees that in no event will an employee work more than sixteen (16) consecutive hours in a twenty-four (24) hour period and/or ten (10) consecutive days without twenty-four (24) hours off, unless agreed to between the employee, the Hospital and the Union.

- A. Employees who are offered overtime and for any reason refuse or fail to work the overtime, shall be charged as if they had worked overtime for the purpose of overtime distribution. If an employee agrees to work overtime but fails to report, they shall be charged with an occasion under the Hospital's attendance policy.
- B. A record of all overtime hours worked by each employee shall be recorded on a list by unit by the supervisor. All overtime hours shall be recorded on a daily basis. Employees, including the steward, shall have the opportunity to review the list at reasonable times upon request.
- C. Full-time employees shall be paid one and one-half (1-1/2) times their regular straight time rate of pay for all hours worked in excess of forty (40) hours in a week or eight (8) hours in a twenty four (24) hour period. For those employees working alternative schedules overtime is addressed under Section 9 of this Article.
- D. Part-time employees shall be paid one and one-half (1 ½) times their regular straight time rate of pay for all hours authorized by the Hospital which are worked in excess of eight (8) hours in any work day (24 hour period) or forty (40) hours in any one work week. For purposes of computing overtime, credit shall be given only for all hours actually worked by the employee. For those part-time employees working 12-hour shifts, overtime will be paid when they have worked more than their scheduled hours for the respective day.
- E. "X" and "Z" Time

"X"-time, which will be paid at \$4.00 per hour over and above the registered nurse's regular rate of pay, according to classification seniority, for additional hours worked above their contracted hours of work beginning Monday at 6:00 a.m. through Friday, 2:00 p.m. "X-time" will be paid in no less than one-hour increments, at the discretion of the Nurse Manager, Charge Nurse, CRM, Nursing Supervisor, Director of Nursing or Scheduling Office.

"Z-time" (additional \$8.00 per hour), will be paid for additional hours worked beyond the scheduled hours beginning Friday, 2:00 p.m., until Monday, 6:00 a.m., in increments not less than one (1) hour, at the discretion of the Nurse Manager, Charge Nurse, CRM, Nursing Supervisor, Director of Nursing or Scheduling Office. If an employee reports off work on their regularly scheduled weekend shift(s) to work and the employee is scheduled to work "Z-time" the following weekend, the employee will be scheduled a make-up weekend shift(s) in order to be eligible for the "Z-time."

If an employee is scheduled for "X or Z-time" and accepts a paid-on-call, the "X or Z-time" will be applied in addition to the on-call pay.

If an employee is scheduled for X- or Z-time and accepts a voluntary leave day, X or Z-time is not applicable.

Except as otherwise provided, all hours worked while on scheduled call will be paid at X and Z time and applied towards the bonus.

X- and Z-time will only be paid once. If an employee is receiving X- or Z-time for paid on-call or scheduled call, and is called out, the employee will continue to receive the X- or Z-time call pay, but the hours worked will be at regular or overtime wages.

Neither X- nor Z-Time will be paid to registered nurses who agree to work an additional day for a co-worker or an approved hole.

RN's are entitled to X- and Z-time" for picking up additional weekend call (above and beyond their regularly scheduled call time).

The employee is responsible for initiating "X- and Z-time" payments by signing the exception sheet (name, employee number, cost center, date, hours worked for X- and Z-time and supervisor approval) no later than the next pay period.

The make-up weekend does not apply to departments or units that are not scheduled to be operational on the weekends.

When RNs are working on scheduled lates, applicable X and Z time will be applied for hours worked in no less than one (1) hour increments.

- F. In addition to the above, "Z-time" will be applied for the Operating Room, PACU, GI Lab and Labor and Delivery as follows:

"Z-time" will be offered in order of seniority first, on a rotating basis, in no less than four-hour increments. The main Operating Room RN's will have first rights to "Z-time." Secondly, open shifts will be offered to TMCS RN's. Thirdly, any open shifts that a scrub technician can cover,

meeting the professional needs of the patient and surgeon, will be offered to them. Once all efforts to cover on a voluntary basis have been exhausted, they will be covered by mandatory assignment by the TMH Operating Room RN's.

Hours worked on second team call in the Operating Room will be applied at Z-time and will count towards the bonus.

RN's are entitled to "Z-time" for picking up additional weekend call (above and beyond their regularly scheduled call time).

- G. For main OR and TMCS OR, vacancies will be filled within their respective unit. RNFA's will be utilized to replace RNFAs; RNs will be utilized to replace RNs. RNFAs may pick-up an RN vacancy after all efforts to find an RN have been exhausted. RNs who have been cross-trained as RNFAs will be utilized in the RNFA rotation.

- H. Bonus:

Full-time registered nurses who are scheduled to work 32-36 hours/week and who work an additional 20 hours in a four-week scheduling period and do not report off work due to illness or absence during this period, will receive a \$175 bonus.

Full-time registered nurses who are scheduled to work 40 hours/week and who work an additional 16 hours in a four-week scheduling period and do not report off work due to illness or absence during this period, will receive a \$175 bonus.

Part-time registered nurses who work an additional 40 hours in a four-week scheduling period and do not report off work due to illness or absence during this period, will receive a \$175 bonus.

Per diem RN's are not eligible for the bonus.

If a registered nurse agrees to work "X-time" or "Z-time" and is not needed the entire shift (per request of the Hospital), the registered nurse will not forfeit his/her eligibility for the bonus and will receive credit for the hours worked toward the bonus.

At the end of the four-week scheduling period, registered nurses eligible for the bonus must submit the appropriate form to the Nursing Office to initiate payment no later than one (1) pay period following a four (4) week schedule.

All hours worked while on scheduled call will apply towards the bonus.

Section 18. "Pulling" will be done within the service area, by unit and shift in inverse seniority order. In the event a unit has low volume, and there is a staffing need in another service group, and all other efforts by the Hospital have been exhausted, the overstaffed unit may offer its employees, in inverse order of seniority the option of taking a voluntary leave or being pulled into the service group in need and will perform functions consistent with the established patient care guidelines. The "nurse in charge" is exempt from pulling. Pool registered nurses scheduled on the unit where a registered nurse is to be pulled, are not placed into the rotation with the RN's from the Unit. Pool registered nurses are to be pulled first before any registered nurse from that unit. The Hospital will not cancel a hole for the sole purpose of pulling a non-premium employee to a unit.

Section 19. When a new nurse (defined for purposes of this section as a RN who has less than six (6) months of RN experience in an acute care facility) is hired into one of the "float pools" (i.e., Critical Care and Med/Surg), the RN will be temporarily assigned to a specific unit within that service group for a period of one (1) year from their hire date. During that time period, the RN, for purposes of pulling, leave days, extra hours, overtime, or mandatory time off will be considered part of the unit. At the end of the one (1) year period, the RN will return to the appropriate "float pool," unless she chooses to lateral transfer or job bid during this time.

Section 20. Service Groups:

Medical/Surgical:
5E, 6E, 8E, Med/Surg Pool

Critical Care:
ICU, CCU, IMC, 4E, Critical Care Pool, Hemodialysis (*cross-trained)
CCU and ICU must always have two (2) core registered nurse's.

Psych:
3S, 4N, Psych Pool

Radiation Oncology

Diabetes Coordinator

Emergency Department/Critical Care Pool

Cardiac Cath Lab/Critical Care Pool

Perioperative:
TMCS OR/TMH OR/Laser/CVOR

GI Lab/TMH Surgicare/TMCS pre and post TMH (*cross-trained)

PACU/TMCS PACU

ET/Wound Center

AHS

Women/Children's:

L&D, MBC, 7E, 3N/7E Pediatrics Pool, Pediatrics

The Peri-op pool will be utilized in the following areas according to skills and ability: TMH OR, TMCS OR, PACU, 2N, GI Lab., TMCS Pre and post op, TMCS Pre-testing.

*Employee can be pulled within this service only if cross-trained.

The Hospital agrees to discuss any changes in the Service groups with the Union prior to implementation.

Section 21. Laser

One (1) appropriately trained RN with primary responsibility for laser cases will be scheduled Monday through Friday.

ARTICLE 21
SHIFT DIFFERENTIAL

Section 1. Employees who work between the hours of 2:00 p.m. and 6:00 a.m. shall receive a shift premium as follows:

(a) Shift differential will be paid as follows:

For hours worked Monday thru Friday:

Afternoon Shift – \$1.00

Midnight Shift – \$.85

For hours worked Saturday, Sundays and Holidays:

Afternoon Shift – \$1.10

Midnight Shift – \$.95

(b) Weekend/dayshift shift differential will be \$.65.

Section 2. Mentoring Shift Differential. Effective January 1, 2005, the Hospital will pay \$0.50/hour to those nurses performing mentoring duties. Mentoring relates only to the mentoring of a bargaining unit RN by another bargaining unit RN upon hire, or upon transfer. A mentor is voluntary and provides the following: (1) learning through instruction, coaching, modeling, advising, and providing insight; (2) discusses and demonstrates problem-solving skills; (3) discusses experiences both successes and failures; (4) talks about real life stories; (5) provides candid constructive feedback; (6) provides clinical experience in the patient care area. This experience includes direct patient care,

attending meetings, talking with families, physicians and multi-disciplinary teams. RNs must sign the exception sheet to initiate payment no later than one (1) pay period following a four (4) week schedule.

ARTICLE 22
CALL-IN PAY

An employee called in to work at a time when she is not regularly scheduled to report for work shall receive a minimum of four (4) consecutive hours of work or a minimum equivalent to four (4) hours pay at her regular hourly rate including all applicable bonuses and shift differentials. The Hospital and the employee may agree to waive this requirement.

ARTICLE 23
ON-CALL PAY

Section 1. An employee who is required to remain on-call, on the Hospital's premises or so close thereto that she cannot use her time effectively for her own purposes, including being required to be confined to her own home, shall be paid two dollars (\$2.00) per hour for all hours spent on-call in accordance with current practice.

Section 2. If the employee while in on-call status is called to the Hospital, she shall be paid at her regular hourly rate including applicable bonuses, X and Z time, and shift differential for all hours worked with a minimum of one (1) hour.

ARTICLE 24
REPORT-IN PAY

Section 1. An employee who reports to work on her regularly scheduled work day without one (1) hour previous notice not to report shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof at her regular hourly rate including all applicable bonuses and shift differentials.

Section 2. The provisions of this Article shall not apply as follows:

- (a) If the Hospital has given the employee notice not to report at the telephone number provided in the Human Resources Department.
- (b) If the Hospital has given notice through public or private communication, i.e., radio, television, telegram, or other direct notice, to the address provided in the Human Resources Department;
- (c) In the event of strikes, work stoppage, power failures, acts of God, or other circumstances beyond the control of the Hospital.

ARTICLE 25
BULLETIN BOARD

Section 1. The Hospital shall provide the Union with four (4) locked bulletin boards; two (2) to be placed at the Elm Road facility, two (2) at Trumbull Memorial Hospital near the South entrance to the Cafeteria and at the employee entrance adjacent to the Emergency Department. The Union shall only post notices of meetings, elections of officers, or notice of Union recreation or social business. Notice shall be posted by the Union only after review and approval by the Hospital's President and CEO, or his designee, provided that such approval shall not be unreasonably withheld so long as the notice shall comply with the provisions of this Section. The Union shall have the right to grieve any disapproved notice.

No notice may contain anything political, controversial or critical of the Hospital, or of any employee or other person.

ARTICLE 26
PROBATIONARY AND ORIENTATION PERIODS

Newly employed nurses shall be considered on probation for a period of two (2) calendar months after the completion of their orientation, which period may be extended by mutual agreement of the Union and the Hospital. The probation period shall not exceed four months from the nurse's date of hire, nor shall it be less than 90 days from nurses date of hire. The Hospital shall notify the Union quarterly of the date on which a newly employed nurse completes her orientation. Discharge during the probationary period shall be at the sole discretion of the Hospital.

ARTICLE 27
PAYDAY AND PROCEDURE

Paychecks will be dated every two (2) weeks on Friday. Paychecks will be made available electronically on Friday (pay day). The checks will represent the two (2) week earnings accumulated up to and including the preceding Saturday.

Section 1. If an employee finds a discrepancy in her paycheck, she is to notify her immediate supervisor. If the error was made by the supervisor or payroll office a check will be issued by 3:00 p.m., that payday, provided the employee notified the payroll department by 11:00 a.m. If the error was made by the employee, a check will be issued the following Monday by 3:00 p.m., provided the employee notified the payroll department by 11:00 a.m. on payday.

ARTICLE 28
INSURANCE BENEFITS

Section 1. Eligibility. Medical, dental, vision, life and accident insurance, long-term disability, dependent life insurance, and flexible spending accounts are

available to full time or regular part time employees working a minimum of 20 hours per week (.5 FTE). Status will be audited and adjusted based on actual hours worked during the last six (6) pay periods. Employees will be eligible beginning the first month following 30 (thirty) days of continuous active employment, with credit given for prior service with Forum Health. Benefits will continue until the last day of the month in which an employee terminates or changes to an ineligible status (with the exception of LTD and Flex Spending, which continue until the date of termination.)

Section 2. Dependent Eligibility. The spouse and children to age 26 of an employee are eligible for benefits. Documentation (in the form of a marriage or birth certificate, etc.) will be required to enroll a dependent. Social Security numbers will be required for dependents. Domestic partners and children of domestic partners may be covered. Coverage requires that the employee complete an affidavit of domestic partnership. For contributions attributable to a domestic partner, the company paid portion is taxable (imputed income) and the employee paid portion is after-tax.

Section 3. Taxed Contributions. Medical/RX/Vision, Dental, and Flexible Spending Accounts are all pre-tax contributions. Changes to those plans are allowed due to a qualifying life event or during the annual open enrollment period only. Changes must be made within 31 days of the qualifying event. Life and Accident Insurance, Long-Term Disability, and Dependent Life Insurance are post-tax contributions.

Section 4: Medical Coverage. The Medical Plan, which also includes Prescription Drug Buy-Up and Vision benefits, is administered by Blue Cross Blue Shield of Tennessee. Employees may choose from two (2) plans: the Essential Plan or the Core Plan, a copy of the Summary of Benefits of these two Plans is attached as Exhibit B. The Employer agrees that the benefits on Exhibit C shall not be modified prior to January 1, 2015. At such time, such benefits may be modified by the Employer during the term of this Agreement so long as they are offered and provided to the Employer's un-represented employees. The parties agree that such modifications to the benefits shall not result in an increased cost to any Deductible, inclusive of the annual Out-of-Pocket Maximum on the attached Summary of Benefits by greater than ten percent (10%), and to any Copayment by greater than five dollars (\$5.00). Employees are offered three (3) levels of benefit: ValleyCare Facility, In-Network and Out-of-Network. If a service is available at an area ValleyCare facility and an employee chooses to obtain the services elsewhere, benefits will be paid at out-of-network levels, even if the facility is in the BCBS network.

- (a) Contributions for Insurance Premiums
 - (i) Effective the first full payroll period on or after January 1, 2013 full time employees shall contribute seventeen and one-half percent (17.5%) of the monthly premium (payable through payroll

withholding on a bi-weekly basis) for the cost of the Essential Plan and twenty-two and one-half percent (22.5%) for the Core Plan for coverage of the Bargaining Unit Medical Plan selected by employee, i.e. Employee Only, Employee and Spouse, Employee and Child(ren) or Family.

- (ii) Effective the first full payroll period on or after January 1, 2013 part time employees who work a minimum of twenty hours per week shall contribute twenty-six and one-quarter percent (26.25%) of the monthly premium (payable through payroll withholding on a bi-weekly basis) for the cost of the Essential Plan and thirty-three and three-quarter percent (33.75%) for the Core Plan for coverage of the Bargaining Unit Medical Plan selected by employee, i.e. Employee Only, Employee and Spouse, Employee and Child(ren) or Family.

Section 5: A part-time employee will be elevated to full-time status if it is determined that they will be working temporary full-time for at least thirty (30) consecutive workdays (one month). Such employees will be eligible for benefits on a level for full-time employees for the duration of their temporary full-time employment.

Section 6: Payment of premiums by the employee for hospitalization, dental, vision and supplemental life insurance will be calculated in the same manner as if the employee were working when an employee is on a paid leave of absence however, such period shall not exceed six (6) months during any sick leave period. Sick leave, as it relates to this Section, may be compensatory or non-compensatory time.

Section 7: Continued payment of premiums by the employee for hospitalization, surgical coverage and supplemental life insurance beyond an approved sick leave period will be calculated in the same manner as if the employee were working and shall be contingent upon a physician's report and such physician's report shall indicate a specified time limit for duration of continued sick leave if not considered a disability.

Section 8: Payment of premiums by the employee for hospitalization, surgical coverage and supplemental life insurance will be calculated in the same manner as if the employee were working and will be continued beyond the six (6) month limitation ONLY when an employee is on sick leave covered by the Industrial Commission due to an industrial accident or illness. Payment of hospitalization will be discontinued; however, after a one (1) year period.

Section 9. Transitional Coverage. Claims incurred before the close should be filed with MMO. Pre-existing conditions are waived. Employees will be given

credit for payments made towards their deductible and out-of-pocket maximum YTD. These credits will be applied 4-6 weeks after enrollment.

Section 10 . Premium Subsidy. To help offset the increase in premiums in the first 12 (twelve) months after the transaction, for current employees, the Hospital will provide each employee who was enrolled in a Forum plan and who elects to have coverage in the Warren plan a stipend/refund equal to 50% (fifty percent) of the difference between the Warren cost and the Forum cost for the same level of coverage (for example, employee only or employee and family). The stipend will be grossed up 25% (twenty-five percent) to assist with associated taxes. The stipend will be calculated and paid out in a lump sum within 45 (forty-five) days of the close of the transaction.

Section 11. Prescription Coverage. Prescription coverage will be administered by CVS Caremark. The buy-up plan is included in Medical Coverage. The prescription plan includes a national network of more than 64,000 retail pharmacies, including CVS, Walgreens, Rite Aid, Target, Wal-Mart and Giant Eagle. Mail-order and specialty pharmacy options are also available. The prescription plan includes a mandatory generic stipulation: If a generic drug is available and an employee or an employee’s doctor elect a brand-name drug, the employee will be responsible for the generic coinsurance or copay amount, plus the difference in cost between the brand dispensed and the generic.

Buy-up Plan	You Pay
Retail (up to 30-day supply)	
Deductible	\$0
<i>Generic</i>	\$15
<i>Preferred Brand</i>	\$25
<i>Non-Preferred Brand</i>	\$40
Mail Order (up to 90-day supply; no deductible)	
<i>Generic</i>	\$30
<i>Preferred Brand</i>	\$50
<i>Non-Preferred Brand</i>	\$80

Section 12 . Dental Coverage. The Hospital will provide regular full time and part time registered nurses Dental Coverage under the same terms and conditions as those offered to non-represented employees of the Hospital.

Section 13 . Vision Coverage. Vision coverage is included if an employee elects medical coverage at no additional cost. The vision coverage plan is administered by VSP. There are In-Network and Out-of-Network benefits. An employee’s claims history will transfer from current VSP plan.

Vision Benefit	In-Network You Pay	Out-of-Network You Pay
Eye Exams – Once every 12 months	\$20	Charges over \$35
Glasses – Frames covered every 24 months; lenses covered every 12 months	\$20	Charges over \$35
Frames	Charges over \$120	Charges over \$45
Single Lenses	\$0	Charges over \$25
Bifocal Lenses	\$0	Charges over \$40
Trifocal Lenses	\$0	Charges over \$55
Contacts – Every 12 months Contacts lenses are covered in lieu of frames or lenses	Charges over \$125	Charges over \$125

Section 14. Flexible Spending Accounts. FSA Contributions: Expenses must be incurred between employee’s effective date in the plan and 3/15/11 (or date of termination). Reimbursement must be requested by 3/31/11 (or within 90 days of termination). IRS regulations state that any money left over in a participant’s account at the end of the plan year is forfeited. If an employee is currently enrolled in the FSA plan with Forum, only claims incurred before the transaction close date will be eligible for reimbursement. If an employee has money remaining in his or her account at the close of the transaction, that employee must contact HR for options.

- **Medical Spending Account:** Employees can use this account for eligible expenses, such as deductibles, copays, glasses, over-the-counter medication. Minimum \$250 per year; Maximum \$4,000 per year.
- **Dependent Care Spending Account:** Employees can use this account for dependent care expenses. Minimum \$500 per year; Maximum \$5,000 per year.
- **FSA Debit Card:** Benefit card issued to each participant, with two cards issued per household. It is imperative that employees keep their receipts, which may be requested for high or odd dollar amounts, dental

procedures, etc. to verify that they are eligible expenses. Reimbursement forms are also available.

Section 15 . Life and Accidental Death Insurance. Company paid coverage: 1 time employee salary (rounded to the next highest \$1,000) up to \$500,000. Employees can elect an additional 1, 2, 3 or 4 times their salary (rounded to the next highest \$1,000) up to \$500,000. Coverage over \$250,000 and coverage increases during open enrollment will require Evidence of Insurability. The plan is administered by Prudential. An age-reduction schedule applies beginning at age 70 (seventy). See the Summary Plan Description for the complete reduction schedule. Employees must be actively at work for Life and Accidental Death & Dismemberment coverage to become effective.

Section 16. Long-Term Disability Insurance. Company paid coverage: 40% (forty percent) of employee's salary, up to a \$4,000 maximum monthly benefit. An employee can elect an additional 20% (twenty percent) of coverage, for a total of 60% (sixty percent) of employee's salary, up to a \$5,000 maximum monthly benefit. Benefits begin after 90 (ninety) days of disability. Benefits may continue until employee is no longer disabled, as defined by the contract, or age 65 (sixty-five). The plan is administered by Sun Life. Reduced benefits are available beginning at age 60 (sixty). The Summary Plan Description sets forth the complete reduction schedule. An employee must be actively at work for LTD coverage to become effective. If an employee currently has LTD, that employee can received credit toward the pre-existing condition exclusion. If an employee does not currently have LTD, the pre-existing condition exclusion will apply.

Section 17. Dependent Life Insurance. Coverage is available for an employee's spouse and children to age 26. The coverage amount is \$5,000 or \$10,000. The premium is the same regardless of the number of dependents covered. The plan is administered by Sun Life.

ARTICLE 29 ***401(K) PLAN***

Section 1. All employees 21 (twenty-one) years of age or older are eligible to participate on the first of the month following 90 (ninety) days of employment, with credit given for prior service with Forum. Employees may contribute 1% (one percent) to 50% (fifty percent), but HCEs are limited to 5% (five percent). Enrollment kits will be sent to employees via mail. Employees may enroll by contacting Principal Investments. The Hospital will match 100% (one hundred percent) of the first 3% (three percent) of an employee's salary that is contributed. An employee is eligible for match if:

- They were employed on the last day of the plan year (12/31) and

- They worked 1,000 (one thousand) hours during the year, with credit given for hours worked with Forum.

Employer match is contributed during the first quarter of the following plan year (no later than 3/15). The match is 25% (twenty-five percent) vested after two (2) years; 50% (fifty percent) vested after three (3) years; 75% (seventy-five percent) vested after four (4) years; and 100% (one hundred percent) vested after five (5) years of service.

Section 2. An employee can roll their account balance from the Forum 401(k) plan into the Warren Plan or into another IRA, or take a cash distribution, as allowed by the Principal plan.

Section 3. Warren's 401(k) Summary Plan Document is hereby incorporated by reference and made a part of this Agreement.

ARTICLE 30 ***HOLIDAYS***

Section 1. Full-time employees shall be entitled to paid holidays as follows:

New Year's Day
(3:00 p.m. on 12/31 to 3:30 p.m. on 1/1)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Personal Holiday – 16 hours of personal time (taken in no less than four hour increments)

Part-time personal holiday one (1) eight-hour shift (taken in no less than four (4) hour increments)

Section 2. To be entitled to holiday pay, an employee must be on the active payroll and not on an unpaid leave of absence or layoff during the week in which the holiday falls, and must have worked her last complete scheduled shift prior to the holiday; the holiday if scheduled; and her next complete scheduled shift immediately following the holiday unless any absence is authorized or approved in writing by the employee's immediate supervisor or personal physician subject to the provisions of Article 37, Section 1 (Sick Leave).

Section 3. Employees not scheduled to work on the before mentioned holidays will receive eight (8) hours pay for that day. An 8-hour employee will be scheduled for thirty-two (32) hours during that week, a 10-hour employee will be scheduled for thirty (30) hours during that week, and a 12-hour employee will be scheduled twenty-four (24) hours during that week, as operational needs dictate. Twelve-hour employees will not be given an extra day off the week of the holiday, unless operational needs dictate otherwise. All full-time employees scheduled to work on the before mentioned holidays will receive eight (8), ten (10), and twelve (12) hours, respectively, holiday bonus plus time and a half for all hours worked (equivalent of double time and a half).

If a full-time registered nurse is not needed the entire scheduled shift, she will receive the holiday bonus for scheduled hours, plus time and-a-half for worked hours (equivalent to double time and-a-half).

Part-time registered nurses will receive double time for all hours worked on the holiday.

Full-time registered nurses scheduled "call" (i.e., Operating Room, PACU, GI Lab, Labor & Delivery, CCL, CVL, Radiology, CVOR) on the holiday will be paid as follows:

Full-time registered nurses will receive a holiday bonus for her normally scheduled hours (i.e., eight, ten, twelve), plus time and-a-half for any hours worked on the holiday up to her scheduled hours.

If a registered nurse works between twelve and sixteen hours on a holiday, she will receive double time.

Part-time registered nurses scheduled "call" on the holiday will receive double time for hours worked on the holiday.

Section 4. For employees regularly scheduled Monday through Friday, if the Holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday, as operational needs dictate.

If any of the before mentioned holidays occur while an employee is on vacation, the employee will be paid for the holiday and will receive an additional vacation day either at the beginning or the end of her vacation or on a date mutually agreed upon by the employee and her nurse manager.

Section 5. The Personal Holiday shall be scheduled with the employee's immediate nursing manager/staffing office as operational needs dictate. Employees shall not be eligible for the Personal Holiday during the probationary period. All efforts will be made to grant personal days if submitted by schedule request deadline.

Personal holidays may be taken during holiday weeks.

A new employee and those employees elevated from regular part-time to regular full-time shall have the number of personal holidays prorated based upon the employee's date of hire or elevation:

Date of Hire	Number of personal holidays
January 1 to March 31	2
April 1 to September 30	1
October 1 to December 31	0

Employees who terminate and are re-hired within the same year will not be entitled to additional personal holidays.

Section 6. All employees will be scheduled to work on their assigned holiday. RNs will be scheduled and will receive holiday pay as follows on all holidays with the exception of the New Year's Eve holiday.

Day of holiday:

6:00 a.m. - 6:30 p.m.

6:00 a.m. - 2:30 p.m.

7:00 a.m. - 3:30 p.m.

9:30 a.m. - 10:00 p.m.

10:30 a.m. - 11:00 p.m.

2:00 p.m. - 10:30 p.m.

3:00 p.m. - 3:30 a.m.*

3:00 p.m. - 11:30 p.m.

5:00 p.m. - 1:30 a.m.*

(* denotes ER schedule only)

Eve of holiday:

6:00 p.m. - 6:30 a.m.

10:00 p.m. - 6:30 a.m.

11:00 p.m. - 7:30 a.m.

For scheduling purposes: As operational needs dictate, when employees are scheduled to work midnights on their assigned holiday, they will be scheduled to

work the eve of the holiday as well as the day of the holiday. When employees working midnights are scheduled off the holiday, they will be scheduled off the eve and the day of the holiday. Holiday hours are 6:00 a.m. on the eve to 5:59 a.m. the day after the holiday. As current practice, the RN who is scheduled to work either Christmas or New Year's will be scheduled to work the eve and the day of the holiday of which they are assigned and be off the eve and the holiday of which they were assigned to be off.

ARTICLE 31
VACATIONS

Section 1. All full-time and part-time employees shall accrue vacation time beginning upon their date of hire in accordance with the following schedule, subject to the provisions set forth in this Article. Employees shall only be eligible, however, to take one (1) week of accrued vacation, with pay, after completion of six (6) months of continuous employment, and one (1) additional week after their first year anniversary date subject to the scheduling requirements set forth in this Article. The vacation accrual schedule is as follows:

Length of Service	Length of Vacation	Part Time Employee Length of Vacation
One (1) year, but less than Five (5) Years.....	Two (2) weeks	Pro-Rata of full time
Five (5) years, but less than Ten (10) Years.....	Three (3) weeks	Pro-Rata of full time
Ten (10) years, but less than Twenty-five (25) Years.....	Four (4) weeks	Pro-Rata of full time
Twenty-five (25) years Or More	Five (5) weeks	Pro-Rata of full time

Section 2. Except for an employee who has less than one (1) year of service, vacation shall accrue on a per hour actually paid basis. Accrued vacation shall be reflected on each employee's paycheck stub each pay period, showing hours accrued.

Section 3. An employee can at any time receive compensation for accrued vacation in lieu of time off.

Section 4. Except as provided in Section 1 of this Article, vacations should be taken during the twelve (12) month period following the accrual of the vacation time. However, vacation may be accrued in an amount equivalent to two (2) times the yearly vacation. Vacation earned in excess of this limit shall not be accrued. Accrued vacation time may be used during absences due to personal illness, or emergency, after an employee has exhausted her paid sick leave.

Section 5. Vacations may be taken throughout the year between January 1 and December 31 subject to the limitations set forth in this Article. Employees shall notify their supervisors/scheduling office according to the below stated deadlines each year of their preference of vacation dates. January 1 – 15, employees with 20 or more years of hospital seniority. January 16 – 31, employees with 10 – 19 years of hospital seniority. February 1 – 15, employees with less than 10 years of hospital seniority. Employees' vacation preferences under this Section is for accrued vacation time only, and not for any other accrued leave time. The Hospital reserves the right to cancel an employee's vacation preference if the employee does not have sufficient accrued vacation to cover the requested vacation time. Should a conflict arise between employees within a selection group, classification seniority shall govern. The Hospital shall post vacation schedules in each department by March 1 of each year. Any employee who fails to notify supervisor/department head of her preferred dates by the above stated deadlines, shall thereafter be permitted to select her vacation dates only from the vacation dates which then may be available after March 1 on a first come first serve basis. Employees shall be limited to the selection of up to two (2) weeks of vacation during the summer months of June, July, August, and Christmas week, however, once all employees in the unit have had a chance to select two (2) weeks during this time, additional time off may be granted if available. During the vacation selection period, and during the “prime time weeks” as defined above, requests for a week of vacation will take precedence over partial week requests, regardless of seniority. The week as defined in the CBA is from “0001 hrs Sunday to 0000 Saturday.” A calendar will be utilized during vacation request period to aid registered nurses in the availability and entitlement of vacation selection.

Section 6. The Hospital will seek to accommodate employees in their choice of vacation dates. The scheduling of vacations shall be based upon the operational needs of the employee's department. Employees requesting vacation over their assigned holiday to work are required to cover the holiday by replacing themselves with another employee. Two (2) registered nurses or one registered nurse and one (1) licensed practical nurse may be scheduled vacation per day, except in the following departments/units where only forty (40) hours per week will be scheduled: Oncology, AHS, PACU, SCU, Cardiac Cath Lab, CVOR, CVL, CV Registry, GI Lab, Radiology, Elm Road Immediate Care, and other units/departments with five (5) or fewer employees. The Hospital may reschedule any employee's vacation if it is required to do so to meet operational needs in the employee's department. If such changes are made, the Hospital shall notify affected employees as far in advance of their scheduled vacations as possible. Any other changes in the vacation schedule shall be agreed to in writing and signed by the employee and the Hospital.

Section 7. Except for those employees addressed under Section 9, Article 20, vacation pay shall be computed at the rate of forty (40) hours of straight time pay at the rate in effect at the time the vacation is taken. For those nurses regularly scheduled to work afternoon or evening shift (i.e., have worked on one of these shifts for twenty-six (26) weeks or more at the time the employee takes

vacation), vacation pay shall include the applicable shift differential for each week of vacation.

Section 8. Vacation pay may be paid in advance of the vacation, provided three (3) weeks' notice is given to the Payroll Department.

Section 9. Upon termination of employment, an employee with one (1) or more years of hospital seniority shall receive all earned but unused vacation pay prorated for each full calendar month of service since her last employment anniversary date. In the event of the death of an employee, the Hospital shall pay all earned but unused vacation, prorated in the manner set forth above, to her surviving spouse or her estate.

Section 10. In the event that any part-time or full-time employee has terminated employment and is rehired within the same vacation year, she shall not be entitled to vacation pay for that vacation year.

Section 11. Subject to Section 5 of this Article and the operational needs of the Hospital, individual vacation days may be taken after the vacation schedule is posted.

Individual vacation day requests must be submitted by the schedule request deadline. Individual vacation days may be taken on weekends with the following restrictions: The days are granted only after the vacation schedule is posted and limited to two (2) times per year.

ARTICLE 32 ***HEALTH AND SAFETY***

Whereas, no subject is of greater concern to the Hospital than the physical well-being of employees, the Hospital agrees to take all necessary and adequate measures to ensure a work environment conducive to the Health and Safety of all employees.

ARTICLE 33 ***LEAVES OF ABSENCE***

Section 1. An employee shall be granted a Leave of Absence without pay for a period not to exceed six (6) months because of personal illness, pregnancy, or injury on written request supported by written medical evidence. An additional leave of absence of up to six (6) months may be granted an employee if supported by written medical evidence. The Hospital reserves the right to have any such employee examined by the Hospital's physician. If there is a difference in medical opinion as to an employee's condition, the Hospital and the Union will select a third doctor whose opinion shall be binding on all parties.

Section 2. An employee may be granted a leave of absence without pay under the following circumstances:

- (a) Personal Leave – An employee may be granted a leave of absence for proper personal reasons not to exceed thirty (30) calendar days.
- (b) Educational Leave – An employee shall be granted a Leave of Absence for educational purposes, as a full-time student carrying at least 12 semester hours or an equivalent thereof, relating to the operations of the Hospital not to exceed one (1) year. Such leave shall be for the term of the continuous school year or fraction thereof. Upon returning to work, at least one (1) year must elapse before the employee shall be allowed to apply for another Educational Leave. The provisions of this subsection (b) may be waived by mutual agreement between the Union and the Hospital.
- (c) Military Duty Leave – An employee may be granted a leave of absence for military duty in accordance with applicable state and federal laws. An employee shall notify her supervisor as soon as possible after receiving an order for training or service.

Section 3. Union Leave – An employee (s) shall be granted a leave of absence without pay for Union business not to exceed twelve (12) calendar days during any calendar year (January 1 - December 31) provided that no more than one (1) employee from the same department, unit, or service group, unless mutually agreed upon by the Union and the Hospital, is on leave of absence under this Section during the same period of time.

Section 4. All leaves of absence pursuant to Section 1., 2., and 3, of this Article and/or extension thereof, must be applied for in writing two (2) weeks in advance, or as soon as circumstance allow, by the employee on forms provided by the Hospital. Notification of the approval or denial of the requested leave shall be given to the employee in writing as early as circumstances allow, after submission of the request. An approved copy of any written leave of absence shall be furnished to the employee.

Section 5. Bereavement Leave.

- (a) Full-time employees will be granted a leave of absence due to a death in the immediate family (spouse, son, daughter, mother or father). The employee will be paid for five (5) scheduled working days or an equivalent amount not to exceed their weekly work schedule at their applicable hourly rate. In the event of the death of a brother, sister, grandparent or grandchild, the employee will be paid for a maximum of three (3) scheduled working days prior to and including the day after the funeral. In calculating this benefit, the day of the death will not be counted and the employee will be paid for his normal complement of hours on that day if scheduled. If the death occurs when the employee is at work, the employee will be compensated for his remaining scheduled hours. In the event of the death of a mother-in-law or father-in-law, the employee will

be paid for the day before or the day after the funeral and the day of the funeral.

- (b) Part-time employees will be granted a leave of absence due to a death in the immediate family (spouse, son, daughter, mother or father). The employee will be paid the equivalent of a normally scheduled work week. In the event of the death of a brother, sister, grandparent or grandchild, mother-in-law or father-in-law, the employee, if scheduled to work, will be paid for the day before or the day after the funeral, and the day of the funeral.
- (c) The employee shall obtain and furnish and the Hospital reserves the right to request, proof of attendance of a family member's death.

Section 6. Jury Duty and Witness Duty Leave – Nurses, regardless of the shift to which they are assigned, will be released from their current schedule on those days on which they are required to serve jury duty or are subpoenaed as a witness and shall be paid the difference between the fee paid for such service or appearance and an amount equal to the straight-time pay for the scheduled days involved up to, but not to exceed, the employee's regularly scheduled hours in such work day (whether it be an 8, 10, or 12-hour day) or the employee's regularly scheduled hours in the workweek. Evidence of service and compensation received must be presented to the Hospital prior to payment. In consultation with their nurse manager or the staffing office, employees have the following options: (1) employees may continue to work their regularly scheduled shift where possible. Such employees will be paid their applicable rate and will not receive any additional compensation from the Hospital for jury or witness duty; (2) employees working off shifts may be placed on day turn for the duration of any jury duty or witness duty leave provided circumstances allow. Such employees will be paid their regular straight-time rate and if the nurse is released from jury duty or witness appearance prior to the time her scheduled day turn would end, she must contact her nurse manager and a determination will be made by the nurse manager as to whether the nurse will report for the remainder of her scheduled day turn; or (3) she may be placed on leave for the days on which attendance is required at jury duty or as a witness and paid her regular straight-time rate less any monies received from the court or for her appearance as a witness. Time paid for jury/witness service shall not be counted as time worked for purposes of overtime computation provided for in this Agreement.

Section 7. An employee may be returned to work prior to the expiration of any leave of absence provided notice of three (3) working days is given.

Section 8. All benefits provided by the Hospital will accrue for employees on leave of absence with pay.

Section 9. Employees on leave of absence without pay will have continued coverage for hospitalization and life insurance to the end of the month in which the leave began. Accrual of all other benefits will be suspended as of the date the leave of absence commences. An employee(s) hospital seniority date and job classification seniority shall not be changed because of a period of approved leave of absence.

Section 10. When granting a leave of absence, the Hospital may fill the employee's position if operational needs require it to do so. Upon returning from leave of absence, the employee shall be reinstated to the job assignment which he formerly occupied or to a similar assignment if his former assignment no longer exists. If the employee's job classification has been abolished, she may exercise her seniority right under Article 14, Section 3. If the employee is unable to return to work in three (3) months from the onset of the leave of absence, the Hospital may permanently fill the employee's position.

Section 11. An employee who misrepresents facts to obtain a leave of absence, or who accepts other employment during the period of leave of absence shall be discharged.

Section 12. Full-time employees may elect to "bank" fifteen (15) vacation days and part-time employees may elect to "bank" six (6) vacation days while on Family and Medical Leave. In the event an employee not eligible for FMLA leave has a serious health condition that results in the employee being absent from work, the Hospital may consider such situations in reviewing attendance discipline.

ARTICLE 34 ***EDUCATIONAL PROGRAM***

Employees represented by the Union shall be eligible to receive benefits under the Community Health Systems policy entitled "Education Assistance" under the same terms and conditions provided to non-represented employees, a copy of which has been provided to the Union during negotiations.

ARTICLE 35 ***WORKERS COMPENSATION***

The Hospital will continue its current policy; (i.e., benefits, seniority, use of paid vacation days) for employees who are off work due to a "Workers Compensation" injury.

Section 1. **Compensation for Injuries Covered Under Worker's Compensation.** If an employee has been injured, they may qualify for light duty days. Light duty for work-related injuries will be compensated at 100%, and light duty for non-work related injuries will be compensated at 66 2/3% for up to a maximum of 90 (ninety) days of an employee's schedule for regularly-scheduled hours or average hours worked throughout this period.

ARTICLE 36
SICK LEAVE

Section 1. Sick leave with pay will be granted to a full-time employee who is absent due to a bona fide personal illness or injury provided the employee has notified the Hospital in accordance with Article 20, Section 7 (Hours of Work). All claims for sick leave pay beyond five (5) working days for eight (8)-hour shift employees, four (4) working days for ten (10)-hour shift employees, and thirty-two (32) hour per week employees and three (3) working days for twelve (12)-hour shift employees, must be accompanied by a certificate of care from the employee's physician. The Hospital reserves the right to have any such employee examined by the Hospital's physician. If there is a difference in medical opinion as to an employee's condition, the Hospital and the Union will select a third doctor whose opinion shall be binding on all parties.

Section 2. If an employee has exhausted her accrued sick leave and is still unable to return to work, the employee must notify her supervisor and apply for an unpaid Leave of Absence.

Section 3. Full time employees who have completed their probationary period shall be eligible to earn paid sick leave at the rate of 10 days per year (3.08 hrs per pay period) to a maximum accrual of ninety (90) days (720 hours). Such accrued sick time shall be used to cover sickness or illness from the first day of absence.

Section 4. Part-time employees who have completed their probationary period shall accrue sick time at the rate of five (5) days per year (1.54 hrs per pay period) up to a maximum accrual of ninety (90) days (720 hours). Such accrued sick time shall be used to cover sickness or illness from the first day of absence.

Section 5. An employee who retires at the normal retirement date and who is fully vested under the Hospital Pension Plan shall be permitted to convert up to a maximum of twenty (20) days of accrued sick time, on an hours pay per hour of sick time basis, into a cash settlement. This settlement will be made within thirty (30) days after normal retirement date.

Section 6. Employees who currently receive a higher level of sick leave benefits and usage will continue to receive such greater benefit and usage.

Section 7. Employees who leave work at any time during their scheduled shift for a bona fide personal illness or injury shall have the balance of the remainder of the shift paid as sick leave (to the extent available) and shall incur an occasion (unless such illness is covered by the Family and Medical Leave Act or Workers' Compensation). An employee who does not have a sufficient amount of sick time to cover hours missed will receive an occasion.

Section 8. At the request of the employee, paid sick time may be used for an absence from work due to an illness or injury in the employee's immediate family. If an absence in excess of two (2) days is required, the submission of appropriate validation of need from a physician shall be required.

- a) In the case of a member of the immediate family not living with the employee, the Hospital will investigate all requirements of need before validating sick leave credit.
- b) Immediate family, for the purposes of this section, shall include spouse, mother, father, son, daughter or a child in which the employee has legal custody or guardianship thereof.
- c) Except for leave protected by the Family and Medical Leave Act, sick leave usage for this purpose will be limited to ten (10) consecutive days per occurrence.
- d) At the employee's discretion, paid sick time may be used for diagnostic testing with proper documentation by the physician following completion of a procedure, which would leave the employee incapacitated for the remainder of the shift.

ARTICLE 37 **WAGES**

Section 1. A Registered Nurse who is temporarily assigned as a Charge Nurse or CRM for four (4) hours or more shall receive an additional \$2.50 per hour. The Charge Nurse will not be included in the mix for paid on-call or leave days. The selected person will be exempt from the pulling guidelines unless the unit is closed.

Section 2.

- A. In the event this Agreement is ratified prior to November 10, 2012, effective November 4, 2012, regular full-time and regular part-time registered nurses who have been employed for at least six (6) months shall be eligible for the greater of an across-the-board increase of 2.50% or a one-step movement pursuant to the base hourly rates set forth on Appendix A, whichever is greater. There shall be no pyramiding of step movements and across-the-board increases at any time during the term of this Agreement. The rates reflected on Appendix A shall be increased by 1.0% percent upon the first full payroll period on or after October 31, 2013 and 2014.
- B. Effective upon the first full payroll period following October 31, 2013, regular full-time and regular part-time registered nurses who have been employed for at least six (6) months shall be eligible for the greater of an

across-the-board increase of 2.0% or a one-step movement pursuant to the base hourly rates set forth on Appendix A.

- C. Effective upon the first full payroll period following October 31, 2014, regular full-time and regular part-time registered nurses who have been employed for at least six (6) months shall be eligible for the greater of an across-the-board increase of 2.0% or a one-step movement pursuant to the base hourly rates set forth on Appendix A.

Section 3. Wage minimums shall be based upon the employee's length of continuous service as a registered nurse in any registered nurse position(s) with the Hospital. Those who have been granted credit for prior registered nurse experience at other institutions shall retain such length of service credit for wage determination purposes only. New hires may be given credit for prior registered nurse experience, however not to exceed five (5) years. In no event will a newly employed nurse be hired at a rate of pay greater than that of an incumbent nurse with the same beneficial work related experience.

Section 4. Anniversary date adjustments shall be eliminated.

Section 5. Wages and wage premiums shall be exclusively determined by this Article and the other express provisions of this Agreement and not by past practices. "Grandfathering" and any and all other special pay arrangements or practices not expressly provided in this Agreement may be discontinued at any time.

ARTICLE 38 ***SUPERVISORS***

In accordance with established practice to maintain continuity of normal business operations, supervisors may perform bargaining unit work as long as such assignment does not result in a layoff of bargaining unit employees; failure to recall employees; or cause the Hospital not to fill a vacant position.

With the following limitations:

- (a) Nurse Managers and other supervisors may perform bargaining unit work to train or teach employees, to maintain certification and in case of emergency to provide patient care;
- (b) Clinical Resource Managers may perform bargaining unit work for the reasons listed in b) clause plus "advanced clinical tasks."

ARTICLE 39
PROFESSIONAL PRACTICE COUNCIL

The current collaboration between the Union and the Hospital in regards to the Professional Practice Council will continue. The purpose of the Professional Practice Council is to demonstrate the commitment between the Department of Nursing of Trumbull Memorial Hospital and the Union to the mission of Warren Ohio Hospital Company, LLC and Trumbull Memorial Hospital. The purpose of the Professional Practice Council is to:

1. Foster collaboration, share decision-making with regards to the practice of nursing, and recognize individual expertise.
2. Promote an environment that enhances empowerment, professional growth, and job satisfaction.
3. Facilitate excellence in nursing practice to provide positive patient outcomes through quality improvement initiatives.

The parties will meet to develop the Professional Practice Council by January 1, 2005.

ARTICLE 40
PER DIEM

Section 1. The purpose of the Per Diem RN is to allow RNs to work a non-traditional work schedule while allowing the Hospital the opportunity to augment its staff, and ensure safe and quality care. All Per Diem RNs are members of the bargaining unit and such are entitled to all benefits and rights unless specifically stated otherwise.

Section 2. New Per Diem RNs will be hired for a defined service area as set forth in Article 20, Hours of Work, but must be flexible and may work in other service areas based upon patient care and operational needs. To qualify for hire, Per Diem RNs must have a current license to practice nursing and must have at least twelve (12) months current nursing experience in a defined clinical service area in an acute care setting within the immediate preceding twenty-four (24) months. Upon hire, Per Diem RNs must attend a Warren system-wide orientation; orientation to Trumbull Memorial Hospital; five (5) days of clinical orientation within thirty (30) days of hire; and complete self learning packets and a skills checklist applicable to their service group as well as a skills equipment checklist.

Section 3. The number of Per Diem positions will be determined by the Hospital based upon the operational needs of the Hospital. Current full-time and part-time who wish to change to Per Diem status may request such a change through their immediate supervisor. Requests to change to Per Diem status may or may not be granted by the Hospital. Upon moving to Per Diem status, the RN shall be paid for her vacation time that has been earned or accrued up to that time according to Article 32, Vacations. RNs to Per Diem status must remain in that

status for a minimum of one (1) year. The RN will maintain her job classification seniority.

1. A PDN will be hired at \$3.00 dollars (\$) per hour above the 2nd step in the wage schedule for RNs.
2. A PDN shall be paid at the overtime rate for hours worked in excess of eight (8) hours in a day if an 8-hour status PDN and in excess of twelve (12) hours in a day if a 12-hour PDN
3. A PDN shall, as a condition of employment, submit for a minimum of sixteen (16) hours and a maximum of thirty-two (32) hours per four (4)-week schedule, which includes one (1) off-shift and one (1) weekend shift, for 8-hour shift employees and a minimum of twenty-four (24) hours and a maximum of thirty-six (36) hours per four (4)-week schedule, which includes one (1) off-shift and one (1) weekend shift, for 12-hour shift employees. The Hospital will then schedule such PDNs up to thirty-two (32) hours per four (4) week schedule as needed based on their pool or unit at straight time without premium.
 - a. As a condition of employment, the OR PDN's must submit for a minimum of sixteen (16) hours and a maximum of thirty-two (32) hours per four (4)-week schedule, including one (1) week day off shift with call per four (4) week schedule; one (1) second team assignment per four (4) week schedule; and one (1) holiday per year.
 - b. As a condition of employment, the PACU PDN's must submit for a minimum of sixteen (16) hours and a maximum of thirty-two (32) hours per four (4)-week schedule, including one (1) 3:00 p.m. to 11:30 p.m. shift with one (1) primary midnight call to follow; one (1) 24-hour weekend call per four (4) week schedule; and one (1) holiday per year to be rotated with other staff members.
 - c. Cardiovascular Lab Per Diem: As a condition of employment, the CVL per diem registered nurse must submit for a minimum of sixteen (16) hours and a maximum of thirty-two (32) hours per four (4)-week schedule including one (1) weekday call and one (1) 24-hour weekend call per four (4)-week schedule; and one (1) holiday per year.
4. As a condition of employment, the per diem nurse must submit and work two (2) holidays (Christmas or Thanksgiving and one other holiday of the per diem nurse's choice) per calendar year. A per diem nurse scheduled to work a holiday will not be canceled.

Section 4.

- A. Five (5) weeks prior to the start of the new schedule, the Per Diem must submit their available hours for the next schedule to the Scheduling Office or Nurse Manager, as appropriate. Those not in compliance with this scheduling requirement will have the following action taken during their lifetime of employment:
- 1) First occasion of non-compliance will result in a letter indicating oral counseling.
 - 2) Second occasion of non-compliance will result in a letter indicating written counseling.
 - 3) Third occasion will result in termination.

Section 5. Per Diem RNs will be considered "pool" personnel and will be pulled from within their defined service group/unit prior to all other RN staff in those areas.

Section 6. Per Diem RNs must meet yearly contract hours where required and must meet standards in all areas of performance appraisal. Per Diem RNs must attend all mandatory in-services and attend three (3) unit meetings per calendar year.

Section 7. Per Diem RNs are eligible only for the following benefits consistent with the terms of this Agreement (unless modified herein):

- Holiday pay (according to Article 31)
- Overtime
- Annual pay increases
- Shift differential
- 401(k)
- Hospitalization (according to Article 28)
- Free parking
- Cafeteria Discount
- Day Care as made available by the Hospital
- X and Z Time as set forth in Section 18, Article 20

ARTICLE 41
TEMPORARY SUPERVISORY ASSIGNMENT

Registered Nurses may accept temporary assignments outside the bargaining unit at the discretion of the Hospital. Temporary assignments include, but are not limited to, Charge Nurse, Clinical Resource Manager, Nurse Manager and Nursing supervisor. The candidate will be chosen at the discretion of the Hospital. The length of a temporary assignment may be in thirty-

day increments, but may be extended by mutual consent of the Hospital and the Union, based upon the operational needs of the Hospital. Registered nurses who accept a temporary assignment will have their union seniority frozen and such seniority shall resume when they return to the bargaining unit. Union dues will not be deducted during this time. The registered nurse may continue to exercise her lateral transfer and job bidding rights during the temporary assignment. Upon completion of the assignment, the registered nurse will return to her former position.

ARTICLE 42
CATASTROPHIC ILLNESS

Employees may donate vacation days to other employees who are on an extended leave of absence for serious illness or injury and who have exhausted all of their accrued paid benefit time.

ARTICLE 43
ADOPTION ASSISTANCE

Employees represented by the Union shall be eligible to receive benefits under the Community Health Systems policy entitled “Adoption Assistance” under the same terms and conditions provided to non-represented employees.

ARTICLE 44
SUBSTANCE ABUSE TESTING

The parties agree that the Employees covered by this Agreement shall be subject to CHS Policy B.4: Substance Abuse Testing/Fitness for Duty, a copy of which has been provided to the Union. In the event that the Employer determines during the course of this Agreement to modify the Substance Abuse Testing/Fitness for Duty Policy, and such modification(s) is applicable to non-represented employees of the Employer, such modification(s) shall be automatically applied to the Employees, contemporaneously with the non-represented employees of the Employer. The Employer agrees that application of the Substance Abuse Testing/Fitness for Duty policy is subject to Article 10, Grievance Procedure of this Agreement.

ARTICLE 45
LEGALITY

It is the intent of the Hospital and the Union that this Agreement comply with applicable Federal and Ohio State laws and governmental regulations having the effect of law. If it is determined by a tribunal having the authority to do so, that any provisions of this Agreement is in conflict with law, any such decision shall not affect the validity of the remaining provisions and/or paragraphs of this Agreement. In the event that such a determination is made, the Hospital and

the Union agree to meet as promptly as possible for the purpose of negotiating a lawful alternative provision.

ARTICLE 46
SOLE AGREEMENT

Both parties agree that this Agreement shall constitute the sole Agreement between the Hospital and the Union and bargaining unit employees. Any prior agreements, understandings or privileges, either written or verbal, that may have existed before the signing of this Agreement shall be deemed withdrawn from effect, canceled or superseded.

ARTICLE 47
SUCCESSOR

This Agreement shall be binding upon the parties hereto together with their respective successors and assigns.

ARTICLE 48
SCOPE OF BAGAINING

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. The parties' authorized bargaining representatives may, by mutual written agreement, subsequently enter into a supplemental agreement. Such agreement must be in writing, executed by the parties.

ARTICLE 49
EFFECT OF CONTRACT

Section 1. This Agreement is in lieu of all other contracts or understandings with respect to wages, hours, rates of pay or other conditions of employment, either oral or written, heretofore or now existing between the parties, and the Employer shall not be bound by anything not expressed in writing herein and may, from time to time, modify any policy or past practice not set forth herein. Such modification shall not give rise to a bargaining obligation.

Section 2. No provision in this Agreement shall be modified, amended or altered except by an instrument in writing executed by the parties hereto.

ARTICLE 50
TERM OF AGREEMENT

This Agreement shall become effective November 1, 2012, and remain in effect, except as provided otherwise herein, until 11:59PM October 31, 2015. This Agreement will be continued to the end of its term and from year to year thereafter unless written notice shall be mailed by either party to the other, return receipt requested, at least ninety (90) days prior to October 31, 2015, signifying intent to renegotiate this Agreement.

In witness whereof, the parties hereto have set their hands this 31st day of October, 2012.

AFSCME, Ohio Council 8, Local # 2026, United Nurses of America

Trumbull Memorial Hospital

APPENDIX A

11/01/2012

SCHEDULE	JOB TITLES	GRADE	STEP 1 (1st year)	STEP 2 (2nd year)	STEP 3 (3rd year)	STEP 4 (4th year)	STEP 5 (5th year)	STEP 6 (8th year)	STEP 7 (15th year)	STEP 8 (20th year)
N02	Registered Nurse Registered Nurse Radiology	1	\$24.24	\$25.00	\$25.70	\$26.52	\$27.25	\$28.06	\$29.81	\$30.25
N03	Registered Nurse Diabetes Coordinator AHS Charge Nurse Wound Center RN Admissions and Oncology Coordinator Admissions and Discharge Nurse	1	\$25.71	\$26.47	\$27.17	\$28.00	\$28.72	\$29.52	\$31.28	\$31.74
N04	Registered Nurse Per Diem	1	\$28.04	\$28.04	\$28.04	\$28.04	\$28.04	\$28.04		
N05	Registered Nurse Clinical Resource Manager Radiology Registered Nurse Clinical Resource Nurse CVOR	1	\$27.86	\$28.74	\$29.55	\$30.50	\$31.34	\$32.27	\$34.28	\$34.79
N06	Breast Navigator Orthopedic Patient Navigator Trauma Nurse/Stroke Coordinator	1	\$28.12	\$29.00	\$29.81	\$30.77	\$31.61	\$32.55	\$34.58	\$35.10
N10	Registered Nurse Case Manager Registered Nurse ED Case Manager Cardiovascular Database Manager Patient Access Case Manager	1	\$28.66	\$29.58	\$30.40	\$31.38	\$32.24	\$33.21	\$35.26	\$35.79
N12	Lead Case Manager	1	\$29.68	\$30.59	\$31.41	\$32.39	\$33.25	\$34.22	\$36.27	\$36.80

APPENDIX A

11/01/2013

SCHEDULE	JOB TITLES	GRADE	STEP 1 (1st year)	STEP 2 (2nd year)	STEP 3 (3rd year)	STEP 4 (4th year)	STEP 5 (5th year)	STEP 6 (8th year)	STEP 7 (15th year)	STEP 8 (20th year)
N02	Registered Nurse Registered Nurse Radiology	1	\$24.48	\$25.25	\$25.96	\$26.79	\$27.52	\$28.34	\$30.11	\$30.55
	Registered Nurse Diabetes Coordinator AHS Charge Nurse Wound Center RN Admissions and Oncology Coordinator Admissions and Discharge Nurse	1	\$25.97	\$26.73	\$27.44	\$28.28	\$29.01	\$29.82	\$31.59	\$32.06
N04	Registered Nurse Per Diem	1	\$28.32	\$28.32	\$28.32	\$28.32	\$28.32	\$28.32		
N05	Registered Nurse Clinical Resource Manager Radiology Registered Nurse Clinical Resource Nurse CVOR	1	\$28.14	\$29.03	\$29.85	\$30.81	\$31.65	\$32.59	\$34.62	\$35.14
N06	Breast Navigator Orthopedic Patient Navigator Trauma Nurse/Stroke Coordinator	1	\$28.40	\$29.29	\$30.11	\$31.08	\$31.93	\$32.88	\$34.93	\$35.45
N10	Registered Nurse Case Manager Registered Nurse ED Case Manager Cardiovascular Database Manager Patient Access Case Manager	1	\$28.95	\$29.88	\$30.70	\$31.69	\$32.56	\$33.54	\$35.61	\$36.15
N12	Lead Case Manager	1	\$29.98	\$30.90	\$31.72	\$32.71	\$33.58	\$34.56	\$36.63	\$37.17

APPENDIX A

11/01/2014

SCHEDULE	JOB TITLES	GRADE	STEP 1 (1st year)	STEP 2 (2nd year)	STEP 3 (3rd year)	STEP 4 (4th year)	STEP 5 (5th year)	STEP 6 (8th year)	STEP 7 (15th year)	STEP 8 (20th year)
N02	Registered Nurse Registered Nurse Radiology	1	\$24.72	\$25.50	\$26.22	\$27.06	\$27.80	\$28.62	\$30.41	\$30.86
N03	Registered Nurse Diabetes Coordinator AHS Charge Nurse Wound Center RN Admissions and Oncology Coordinator Admissions and Discharge Nurse	1	\$26.23	\$27.00	\$27.71	\$28.56	\$29.30	\$30.12	\$31.91	\$32.38
N04	Registered Nurse Per Diem	1	\$28.60	\$28.60	\$28.60	\$28.60	\$28.60	\$28.60		
N05	Registered Nurse Clinical Resource Manager Radiology Registered Nurse Clinical Resource Nurse CVOR	1	\$28.42	\$29.32	\$30.15	\$31.12	\$31.97	\$32.92	\$34.97	\$35.49
N06	Breast Navigator Orthopedic Patient Navigator Trauma Nurse/Stroke Coordinator	1	\$28.68	\$29.58	\$30.41	\$31.39	\$32.25	\$33.21	\$35.28	\$35.80
N10	Registered Nurse Case Manager Registered Nurse ED Case Manager Cardiovascular Database Manager Patient Access Case Manager	1	\$29.24	\$30.18	\$31.01	\$32.01	\$32.89	\$33.88	\$35.97	\$36.51
N12	Lead Case Manager	1	\$30.28	\$31.21	\$32.04	\$33.04	\$33.92	\$34.91	\$37.00	\$37.54

EXHIBIT B 2013 ESSENTIAL/LOW PLAN

	Tier 1	Tier 2	Tier 3
	CHS-Affiliated Hospitals	BCBS Network	Non-Network
Deductible Must be satisfied once per calendar year and are cross cumulative. Does not include copayments, penalties, charges in excess of allowable amounts, and non-Covered Charges.	\$500 per Individual \$1,000 per Family	\$1,300 per Individual \$2,500 per Family	\$4,500 per Individual \$8,900 per Family
Out-of-Pocket Maximum Does not include Deductibles, Copayments, penalties, charges in excess of allowable amounts, and non-Covered Charges.	\$2,000 per Individual \$4,000 per Family	\$2,400 per Individual \$4,900 per Family	\$5,600 per Individual \$11,100 per Family
Annual Plan Maximum	\$2,000,000		
Lifetime Plan Maximum	Unlimited		

Hospital Services	Tier 1	Tier 2	Tier 3
Inpatient (if service <i>can be</i> provided at ValleyCare hospitals)	90% after deductible	50% after deductible	50% after deductible
Inpatient (if service <i>cannot be</i> provided at ValleyCare hospitals)	N/A	80% after deductible	50% after deductible
Outpatient Surgery	90% after deductible	80% after deductible	50% after deductible
Mental Health/Substance Abuse	90% after deductible	80% after deductible	50% after deductible
Hospital Emergency Room	90% after deductible		90% after deductible (50% after deductible for Non-Emergency care only)
Urgent Care Benefit (Physician/Facility/Diagnostic Services)	90% after deductible	80% after deductible	50% after deductible
Weight Loss Surgery (limited to one surgery per lifetime; deductible is separate from all other deductibles)	90% after \$2,500 deductible	80% after \$2,500 deductible	No OON Benefit
Outpatient Diagnostic Services (X-Ray & Lab)	90% after deductible	80% after deductible	50% after deductible
Precertification Penalty	\$500 penalty for failure to obtain precertification		

Physician Services	Tier 1	Tier 2	Tier 3
Office Visits Includes consultations, allergy shots, lab and x-ray services and special diagnostic testing performed in the physician's office and billed by the physician for services performed the day of the visit.	N/A	80% after deductible	50% after deductible
Maternity Physician Office Visits	N/A	80% after deductible	50% after deductible
Surgery/Inpatient Visits	N/A	100%	50% after deductible

Hospital Emergency Room	N/A	80% after deductible	80% after deductible (50% after deductible for Non-Emergency care only)
Mental Health/Substance Abuse Outpatient Visits	N/A	80% after deductible	50% after deductible
Chiropractic Care (limited to 20 visits/year)	N/A	80% after deductible	50% after deductible

Wellness Services	Tier 1	Tier 2	Tier 3
Preventive Services (includes lab and professional fees) Annual physical exams, PSAs, routine immunizations, Well Child Care, screening colonoscopies.	100%	100%	No OON Benefit
Women's Preventive Care (additional preventive care and screenings included)	100%	100%	No OON Benefit

Other Covered Services	Tier 1	Tier 2	Tier 3
Skilled Nursing Facility /Rehab (limited to 120 days per year)	N/A	80% after deductible	50% after deductible
Home Health Care (limited to 40 visits per year)	N/A	80% after deductible	50% after deductible
Hospice Care (Respite care is limited to 15 visits per year.)	N/A	80% after deductible	50% after deductible
Durable Medical Equipment and Prosthetics	N/A	80% after deductible	50% after deductible
Outpatient Therapy Services: Speech, Occupational and Physical (each service limited to 20 visits/year)	Facility: 90% after deductible	Facility: 80% after deductible; Professional: 80% after deductible	Facility: 50% after deductible; Professional: 50% after deductible
Ambulance	N/A	80% after deductible	50% after deductible
Other covered services and supplies	N/A	80% after deductible	50% after deductible

Prescription Drugs - Basic Plan	Network Pharmacies		
	Deductible	\$50 Individual / \$100 Family	
	Copays	Retail	Mail
Generic	20% coins. (min. \$15, max \$25)	\$30	
Preferred Brand	20% coins. (min. \$35, max \$60)	\$70	
Non-Preferred Brand	40% coins. (min. \$50, max \$90)	\$100	

Prescription Drugs - Buy-Up Plan	Network Pharmacies		
	Deductible	None	
	Copays	Retail	Mail
Generic	\$15	\$30	
Preferred Brand	\$35	\$65	
Non-Preferred Brand	\$50	\$95	

EXHIBIT C 2013 CORE/High PLAN

	Tier 1	Tier 2	Tier 3
	CHS-Affiliated Hospitals	BCBS Network	Non-Network
Deductible Must be satisfied once per calendar year and are cross cumulative. Does not include copayments, penalties, charges in excess of allowable amounts, and non-Covered Charges.	NONE	\$700 per Individual \$1,300 per Family	\$1,300 per Individual \$2,500 per Family
Out-of-Pocket Maximum Does not include Deductibles, Copayments, penalties, charges in excess of allowable amounts, and non-Covered Charges.	\$1,000 per Individual \$2,000 per Family	\$1,300 per Individual \$2,500 per Family	\$4,900 per Individual \$9,700 per Family
Annual Plan Maximum	\$2,000,000		
Lifetime Plan Maximum	Unlimited		

Hospital Services	Tier 1	Tier 2	Tier 3
Inpatient (if service <i>can be</i> provided at ValleyCare hospitals)	90%	50% after deductible	50% after deductible
Inpatient (if service <i>cannot be</i> provided at ValleyCare hospitals)	N/A	80% after deductible	50% after deductible
Outpatient Surgery	\$200 copayment	\$400 copayment	50% after deductible
Mental Health/Substance Abuse	90%	80% after deductible	50% after deductible
Hospital Emergency Room	90% after \$100 copay		90% after \$100 copay (50% after deductible for Non-Emergency care only)
Urgent Care Benefit (Physician/Facility/Diagnostic Services)	\$35 copayment	\$35 copayment	50% after deductible
Weight Loss Surgery (limited to one surgery per lifetime; deductible is separate from all other deductibles)	90% after \$2,500 deductible	80% after \$2,500 deductible	No OON Benefit
Outpatient Diagnostic Services (X-Ray & Lab)	100%	100%	100%
Precertification Penalty	\$500 penalty for failure to obtain precertification		

Physician Services	Tier 1	Tier 2	Tier 3
Office Visits Includes consultations, allergy shots, lab and x-ray services and special diagnostic testing performed in the physician's office and billed by the physician for services performed the day of the visit. Copayments for allergy shots will apply when an office visit is charged.	N/A	\$30 copayment (Primary Care) \$50 copayment (Specialist)	50% after deductible
Maternity Physician Office Visits	N/A	\$30 initial visit then 80% after deductible	50% after deductible
Surgery/Inpatient Visits	N/A	100%	50% after deductible

Hospital Emergency Room	N/A	80%	80% (50% after deductible for Non-Emergency care only)
Mental Health/Substance Abuse Outpatient Visits	N/A	\$50 copay	50% after deductible
Chiropractic Care (limited to 20 visits/year)	N/A	\$50 copay	50% after deductible

Wellness Services	Tier 1	Tier 2	Tier 3
Preventive Services (includes lab and professional fees) Annual physical exams, PSAs, routine immunizations, Well Child Care, screening colonoscopies.	100%	100%	No OON Benefit
Women's Preventive Care (additional preventive care and screenings included)	100%	100%	No OON Benefit

Other Covered Services	Tier 1	Tier 2	Tier 3
Skilled Nursing Facility /Rehab (limited to 120 days per year)	N/A	80% after deductible	50% after deductible
Home Health Care (limited to 40 visits per year)	N/A	80% after deductible	50% after deductible
Hospice Care (Respite care is limited to 15 visits per year.)	N/A	80% after deductible	50% after deductible
Durable Medical Equipment and Prosthetics	N/A	80% after deductible	50% after deductible
Outpatient Therapy Services: Speech, Occupational and Physical (each service limited to 20 visits/year)	Facility: 90%	Facility: 80% after deductible; Professional: 100% after \$50 copay if in an office setting, otherwise 80% after deductible	Facility: 50% after deductible; Professional: 50% after deductible
Ambulance	N/A	100%	100%
Other covered services and supplies	N/A	80% after deductible	50% after deductible

Prescription Drugs - Basic Plan	Network Pharmacies		
	Deductible	\$50 Individual / \$100 Family	
	Copays	Retail	Mail
	Generic	20% coins.	\$30
	Preferred Brand	(min. \$15, max \$25)	\$70
	Non-Preferred Brand	20% coins. (min. \$35, max \$60)	\$100
		40% coins. (min. \$50, max \$90)	

Prescription Drugs - Buy-Up Plan	Network Pharmacies		
	Deductible	None	
	Copays	Retail	Mail
	Generic	\$15	\$30
	Preferred Brand	\$35	\$65
	Non-Preferred Brand	\$50	\$95

Memorandum of Understanding - Assigning Extra Off-Shifts to PACU Staff

- The Hospital will attempt to fill the vacant position as steady afternoons, as operational needs dictate.
- This practice will continue until the Hospital can comply with assigning the appropriate number of off-shifts as per Article 20, Section 15.
- The PACU Registered Nurses will be assigned one additional off shift per four-week schedule.

Any remaining off-shifts will be assigned to the least senior registered nurse and continually rotated.

Memorandum of Understanding - Job Sharing

If two (2) employees (one full-time and one part-time) from the same unit are interested in sharing a seven (7) day per week schedule, they may request such an arrangement. Registered Nurses may participate in job sharing on all eight (8) hour shifts (relief, afternoons or midnights). The immediate supervisor may approve such a request (including modifying the request) provided that such an arrangement is consistent with patient care and operational needs. In order to be eligible for a job sharing arrangement, the following conditions apply:

- A. Employees are responsible for creating their own job sharing teams;
- B. Job sharing employees must have comparable skill, ability and experience in the position at issue;
- C. Job sharing employees will be responsible for dividing the hours between them and will be assigned opposite weekends and holidays;
- D. Job sharing employees will accrue and be paid benefits on the same basis as part-time employees;
- E. When one employee wishes to terminate the partnership due to expiration of the arrangement, by returning to her former position, lateral transfer, job bid or separation from employment the remaining employee must within thirty days:
 - 1. Attempt to find a new partner.
 - 2. Return to their former status (part-time or full-time)
 - 3. Accept a vacant position.

Failure to select one of these options within 30 days will result in the employee being returned to her former status in her position.

- F. Job sharing arrangements shall be no more than one (1) year in length. The arrangements may be renewed with the agreement of both parties and the Hospital.
- G. The Union will be notified of all job sharing arrangements as well as any early termination.

MEMORANDUM OF UNDERSTANDING - Agency Nurses

The following Memorandum of Understanding (MOU) is entered into between the Hospital and the Union for the purpose of defining the use of Agency/Traveling Registered Nurses. This MOU shall be considered a part of the collective bargaining agreement (CBA) between the Hospital and the Union and shall be subject to the grievance procedure contained therein and this agreement shall be liberally interpreted to carry out the intentions of the parties.

In the event the Hospital determines there is a need to utilize agency/traveling personnel, the Hospital may pre-schedule agency nurses one week after the new schedule/holes list is posted. All bargaining unit registered nurses may continue to sign the holes list up to 24 hours in advance of the scheduled shift where an agency nurse has been pre-scheduled and subsequently "bump" the agency nurse.

The use of Agency/Travelers will not be unreasonably denied, as long as the following criteria is met and presented in writing:

1. Notification of reason for use,
2. Number of personnel,
3. Work area assigned,
4. Length of time/per assignment and
5. All agency personnel to be readily identified by color coded ID's.

Memorandum of Understanding AFSCME UNA Local 2026

The following Memorandum of Understanding (MOU) is entered into between the Hospital and the Union for the purpose of establishing “call” guidelines. This MOU shall be considered a part of the collective bargaining agreement (CBA) and as such shall be subject to the grievance procedure contained herein. This agreement shall be liberally interpreted to carry out the intentions of the parties as operational needs dictate.

General “Call” Guidelines:

Unless defined otherwise herein, total pre-scheduled “call” will not exceed 125.5 hours per employee, per four-week schedule, in departments/units which require employees to be pre-scheduled “call.”

In the event there is a call-off for scheduled “call” or an unfilled vacancy/hole exists in the call schedule, attempts will be made to seek volunteers according to Article 20, Section 11. Should there be no volunteers, the least senior RN in the department possessing the appropriate skills and abilities will be assigned the “call.” This call will be assigned on a continuously rotating basis in inverse order of seniority per four-week schedule. Holidays filled in this ~~same~~ manner will be assigned on a continuously rotating basis in inverse order of seniority.

Operating Room:

1. All call will be fairly and equitably distributed.
2. Twenty-four (24) hour call is permitted.
3. An employee working more than sixteen (16) consecutive hours must notify their immediate supervisor and may be granted voluntary relief.
4. Total scheduled weekend call (Saturday, 0700 through Monday, 0700) will not exceed twenty-eight (28) hours in a four-week scheduling period.
5. Total scheduled weekday call (Monday, 0700 through Saturday, 0700) and weekend call will not exceed forty-four (44) hours in a four-week scheduling period.
6. Additional call may be scheduled in a four-week scheduling period if the employee is assigned to work a holiday.
7. Total pre-scheduled mandatory overtime “lates” will not exceed three (3) in a four-week scheduling period.
8. Employees may exceed the above hours if agreed between the Hospital and the employee.

GI Lab:

1. Scheduled call will be fairly and equitably distributed.
2. Holiday and weekend call will be scheduled as is current practice. One RN is assigned to weekend call on a rotating basis. Weekend call is from Friday, 1830, through Monday, 0730. Holiday call begins at 0001 the day of the holiday and continues to 0730 the following day.

3. Two (2) additional RN's will be scheduled call on Saturdays from 0730 through 1830 for inpatient urgent cases.
4. Voluntary call will be offered during the week from 1830 through 0730, Monday through Thursday. Call will be offered according to Article 20, Section 11 of the collective bargaining unit agreement. If no RN's sign-up for voluntary call and a GI Lab registered nurse is needed for emergency cases (as defined by Hospital policy), GI Lab RN's will be called according to Article 20, Section 11 of the collective bargaining unit agreement.
5. For ERCP's, two (2) GI Lab registered nurses will be called. First, the Hospital will contact the GI Lab registered nurse on-call if scheduled. If there is no GI Lab registered nurse scheduled on-call, the Hospital will attempt to contact two (2) GI Lab registered nurses. If a second GI Lab RN cannot be reached, a CRM will be asked to provide moderate sedation. If a CRM is unavailable and a second GI Lab RN cannot be reached, the Radiology registered nurse on call will be called in.

PACU:

1. All call, first call and back-up call, will be equally rotated among all registered nurses.
2. Twenty-four (24) hour call is permitted.
3. An employee working more than sixteen (16) consecutive hours must notify their immediate supervisor and may be granted voluntary relief.
4. Total weekday call (Monday, 2330 through Saturday, 0800) will not exceed forty (40) hours per four-week schedule and weekend call (Saturday, 0800 through Monday, 0800) will not exceed forty-eight (48) hours within a four-week schedule.
5. Additional call may be scheduled in a four-week scheduling period if the employee is assigned to work a holiday.
6. Each PACU registered nurse will be assigned four (4) weekday calls per schedule; no more than two (2) per week.
7. The remaining weekday call will be posted so that registered nurses have the opportunity to voluntarily cover the call. If no PACU registered nurses sign-up, registered nurses from outside of the PACU, with the necessary skills and abilities to perform the work, may sign-up for back-up call. One week before the schedule starts, any remaining call will be assigned to the least senior registered nurse, and then continually rotated in inverse order of classification seniority. This assigned call cannot be given to the registered nurse if she is scheduled off on that respective day or scheduled twenty-four (24) hour call the following day, as operational needs dictate.
8. When an RN is on first call during a week, she will not be assigned the 0800 shift the following day unless operational needs dictate.
9. All weekend call will be scheduled as twenty-four (24) hour shifts in addition to normally scheduled hours for that week. If staffing permits, full-time registered nurses may request to have an extra day off that week.
10. All weekend call will be rotated equally among all PACU registered nurses as is current practice.
11. In the event there is a "call-off" for 24-hour weekend call, the call will be divided into two, twelve-hour increments and attempts will be made to fill the vacancy

according to Article 20, Section 11. Should there be no volunteers, the call will be assigned to the two least senior registered nurses in the department and continuously rotated by inverse order of seniority. The more senior of the two will have first choice of the unassigned call. If either of the two is scheduled 24-hour call on the remaining weekend day, she will be exempt from the mandatory call at that time.

12. If a registered nurse volunteers for at least four (4) hours, the remaining hours will be divided in half and the two least senior registered nurses in the department will be assigned to cover the remaining hours. If the registered nurse that volunteered is the next in line for the mandatory call and she is not on-call the other 24-hour weekend day, she can be mandatoried an additional eight (8) hours. The registered nurse that volunteered has first choice of the 12-hours that she will cover.

Radiology:

1. Call will be rotated fairly and equitably among all Radiology nurses.
2. Call rotation is one full week at a time. A week is defined as Monday to Monday.
3. Weekday call is from 3:30 p.m. to 7:00 a.m., Monday through Friday.
4. Weekend call is from 7:00 a.m. Saturday through 7:00 a.m. Monday.

Invasive Cardiology (Cardiac Cath Lab):

Unless defined otherwise herein, total pre-scheduled "call" will not exceed 118 hours per employee, per four-week schedule, in departments/units which require employees to be pre-scheduled "call."

In the event there is an unfilled vacancy/hole which exists in the call schedule, attempts will be made to seek volunteers according to Article 20, Section 11. Should there be no volunteers, the least senior RN in the department possessing the appropriate skills and abilities will be assigned the "call." This call will be assigned on a continuously rotating basis in inverse order of seniority.

In the event there is a call-off for scheduled "call", exclusive of FMLA qualified absences, attempts will be made to seek volunteers according to Article 20, Section 11. Should there be no volunteers, the least senior RN in the department possessing the appropriate skills and abilities will be assigned the "call." This call will be assigned on a continuously rotating basis in inverse order of seniority. Once the "call" has been covered, the employee who called-off will be assigned "make-up call" for the employee who covered the call during the period of their call-off.

This will be assigned weekday for weekday, and weekend for weekend.

1. Two (2) Registered Nurses and one (1) Invasive Cardiovascular Technologist will be on call.
2. All call will be based upon a fair and equitable distribution.
3. The on-call rotation for the Invasive Cardiology shall be as follows:
 - Weekend call
 - Daily call
 - Holiday call

1. The on-call hours shall be as follows:
 - a. 118 hours per employee per four week schedule, or equally divided.
 - b. Call hours worked in excess of 118 hrs per employee per four-week schedule shall be paid at the applicable X or Z time rate.
 - c. If an employee is needed to cover additional weekend of call outside of a normal rotation of one weekend every 4 (four) week schedule, those hours would be paid at the applicable Z time.
 - d. Non-operational days in the Laboratory, when picked up as “call holes,” will be paid at “x-time” (12 hours).

CVOR:

1. Two (2) employees are placed on call. One (1) Circulating Registered Nurse and one (1) Scrub Technician or (1) Registered Nurse to perform the scrub duties.
2. All call will be based upon a fair and equitable distribution.

The on-call rotation for the CVOR shall be as follows:

- ◆ Weekend call
- ◆ Daily call
- ◆ Holiday call

The on-call hours shall be as follows:

1. 125.5 hours per core CVOR RN, per four week schedule.
2. Call hours worked in excess of 44 hours per employee, per four week schedule, will be paid at the applicable X or Z time rate.
3. Operating Room RNs who are fully trained to work in the CVOR have access to the holes list and will be awarded such by seniority.
4. Core CVOR RNs are exempt from being scheduled afternoon shifts and “lates” in the Operating Room.

Non-Invasive Cardiology (CVL):

The on-call hours shall be as follows:

1. All call will be based upon fair and equitable distribution.
2. In the absence of another qualified professional on-call, one (1) RN will be assigned call. The RN assigned call will not exceed 111 hours per four-week schedule.
3. Part-time staff will be assigned call on their scheduled days to work.
4. Per Diem RNs will be assigned call in accordance with the CVL per diem agreement. One (1) Saturday and one (1) weekday call.

The on-call rotation for the Non-Invasive Cardiology (CVL) shall be as follows:

- ◆ Weekend call
- ◆ Daily call
- ◆ Holiday call

Case Managers are excluded from the prescheduled call maximum.

Inpatient Case Managers:

1. Case Managers will be scheduled call for their assigned areas during non-worked hours.
2. One designated Case Manager will be assigned call for the week to cover after hours for staff that are on vacation or for special circumstances that they will be unavailable to take their own calls. This will be from 1530 Friday through 1530 the following Friday.

ED Case Managers:

1. All call will be fairly and equitably distributed.
2. Call will be assigned by weeks starting Sunday at 0700 through the following Sunday at 0700. This excludes the hours when an ED Case Manager is on duty in the hospital.
3. Holidays are covered by the 24-hour on-call process. The 24-hour on-call process begins at 0700 on the day of the holiday and ends the following day at 0700.
4. Holidays will be fairly and equitably rotated and may be traded among the ED Case Managers when agreed upon by both parties.