

**AGREEMENT BETWEEN**

**Capital Medical Center**

**And**

**United Staff Nurses Union, Local 141**

**October 1, 2010**

**To**

**September 30, 2013**

## **AGREEMENT**

This Agreement is made and entered into by and between Capital Medical Center (hereinafter referred to as the “Hospital” or the “Employer”) and the United Staff Nurses Union, Local 141, chartered by the United Food and Commercial Workers International Union, AFL-CIO (hereinafter referred to as the “Union”).

### **ARTICLE 1 - RECOGNITION**

**1.1** Pursuant to the National Labor Relations Board Certification dated April 26, 1999, (Case No. 19-RC-13768) the Hospital recognizes the Union as the sole and exclusive collective bargaining representative for all full-time, part-time, and PRN Registered Nurses, including Charge Nurses employed by the Hospital, but excluding all administrative employees, confidential employees, managerial employees, guards, supervisors as defined in the Act, and all other employees.

**1.2** The Employer will advise the Union of any new job classifications created in the future which might appropriately be included in the bargaining unit defined above.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.1 In General.** Except as specifically and clearly abridged by express provisions of this Agreement, nothing in this Agreement shall be construed to limit or impair the right of the Hospital to exercise its discretion in determining whom to employ, and nothing in this Agreement shall be interpreted as interfering in any way with the Hospital's right to determine and direct the policies, modes and methods of performing the work or providing patient care, or the Hospital's right to alter, rearrange or change, extend, limit or curtail its services or operations or any part thereof, to decide the number and qualifications of employees that may be assigned to any unit, procedure, group of patients, or job, or the equipment or methods to be employed in the performance of such work, to utilize personnel from nursing registries or other temporary help agencies, to place employees on stand-by as needed to assure availability of staff in emergency situations or in accordance with recognized departmental expectations, to determine or redetermine job duties and the division of duties between job classifications, to specify or assign work requirements and overtime, or to establish and alter working schedules as needed for efficient patient care, when in the sole discretion of the Hospital it may deem it advisable to do all or any of said things. Thus, the Hospital reserves and retains, solely and exclusively, all of the rights, privileges and prerogatives which it would have in the absence of this Agreement, regardless of the frequency or infrequency with which such rights have been exercised in the

past, except to the extent that such rights, privileges and prerogatives are specifically and clearly abridged by express provisions of this Agreement. It is understood that nothing in this Agreement shall preclude persons employed in supervisory or managerial positions from performing bargaining unit work, provided that the Hospital will not establish supervisory or managerial positions for the purpose of reducing bargaining unit positions.

**2.2 Elaboration of Rights.** In elaboration, but not in limitation of the foregoing Section 1, the Hospital shall have the following unilateral rights except as specifically and clearly abridged by express provisions of this Agreement:

1. To determine the number, location and types of facilities;
2. To determine the services to be performed, and the location or unit where such services will be performed;
3. To introduce new equipment, machinery or processes and to change or eliminate existing equipment, machinery or processes; and to automate processes or operations;
4. To subcontract any of the work or services;
5. To determine the size and composition of the work force, including the number of shifts required, the starting and ending times of such shifts, and the number of employees assigned to any particular shift or operation;
6. To select, hire, train, transfer employees, and to discipline and discharge employees for just cause;
7. To direct and manage the working force;
8. To hire temporary employees for designated periods of time;
9. To determine working hours, shift assignments and days off;
10. To adopt, change or rescind Hospital work rules.

**2.3 Intended Effect.** There shall be no duty to bargain over the decision to exercise the management rights described in Sections 1 & 2, above.

### **ARTICLE 3 - UNION MEMBERSHIP**

**3.1 Membership.** All regular status nurses who are members of the Union in good standing shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Union membership. All newly employed regular status nurses shall become members of the Union upon completion of the probationary period, and shall as a condition of employment maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Union membership. Any nurse shall have a right to terminate membership at the expiration of this Agreement by giving written notice to the Union.

**3.1.1** Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious

objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. In the alternative, the nurse will be required to pay a monthly amount equal to the Union membership fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by the nurse. This alternative must be declared in writing by the nurse.

**3.2 Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. During the term of this Agreement, the Employer shall also make a one-time deduction applicable to the Union's initiation fee from the pay of each member of the Union who voluntarily executes a wage assignment authorization form for that purpose. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues and/or initiation fees hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

**3.3 Employee Roster.** Upon the signing of this Agreement and each three (3) months thereafter, the Employer shall provide the Union with a list of names, addresses, social security numbers, job classification, date of hire, rate of pay, and FTE status of those nurses covered by this Agreement. The Employer will provide the Union with a list of names and addresses of new hires and terminations with date of hire/termination on a monthly basis.

#### **ARTICLE 4 - SOLICITATION AND DISTRIBUTION OF LITERATURE**

Bargaining unit employees shall be subject to the Employer's No-Solicitation and Distribution of Literature policies published by the Employer and having general applicability to all employees of the Employer so long as the policies do not conflict with any section of this Agreement and are not in violation of the National Labor Relations Act.

#### **ARTICLE 5 - UNION REPRESENTATION**

**5.1 Access to Premises.** The Hospital shall allow duly authorized representatives of the Union to visit the Hospital to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances. Notification of each such visit will be made at least twenty-four (24) hours in advance, if possible. Upon arrival at the Hospital the representative will notify the Director of Human Resources (or the Nursing Administrative Supervisor if such visitation occurs in the evening or on a weekend) of his/her presence.

Access to the Hospital (other than public areas) shall be limited to meeting rooms selected by the Hospital for grievance meetings or for the Union Representative's use in meeting with employees on their non-working time to ascertain whether or not this Agreement is being observed; public areas shall be used consistent with their intended purpose. The Hospital, however, is under no obligation to provide a meeting room for the Union's use. Requests for a meeting room must be directed to and approved by the Hospital's Director of Human Resources. If it is necessary for the Representative to examine a working area of the Hospital in order to investigate a grievance and/or to ascertain whether or not this Agreement is being observed, authorization to enter and examine the area at a specified time must first be obtained from the Director of Human Resources, or Nursing Supervisor, as appropriate. In such cases, a management representative may accompany the Union Representative at all times while in any working area of the Hospital, and there shall be no interference with patient care or the work of any employee. The Hospital reserves the right to revoke the privileges granted in this section (but not any legal rights that the Union might otherwise have) should the Union fail to observe the obligations and limitations specified herein.

**5.2 Bargaining Unit Representatives.** The Union shall select four (4) nurses from the bargaining unit to function as Bargaining Unit Representatives. The bargaining unit representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

**5.3 Bulletin Boards.** The Hospital will provide a locked glass enclosed bulletin board located in the Hospital's cafeteria and will provide space on other designated bulletin boards in break rooms/lounges for the Union's use in posting of materials related to Union business. Any materials posted must be dated and signed by the Union representative responsible for the posting and a copy of the material being posted will be provided to the Hospital's Human Resources Director or designee, prior to posting. No material which contains personal attacks upon any other member or any other employee or which is critical of the Hospital, its management, or its policies or practices, will be posted.

**5.4 Contract and Job Description.** The Employer will give each newly hired nurse a copy of this Agreement and the Nurse's job description. The Union will provide copies of the Agreement to the Employer. Additional copies of this Agreement provided by the Union shall be available in the Human Resources Department. The Employer will provide employees with new job descriptions as current job descriptions are updated and changed.

**5.5 Negotiations.** Upon providing adequate written notification to the Hospital, and subject to patient care requirements and the needs of the employee's department as determined by the nurse's department director or supervisor, negotiating team members will be given unpaid release time for joint contract negotiations with the Hospital. Adequate notification will be presumed if a nurse requests time off for negotiations at least one (1) week prior to the posting of the next

effective work schedule, or as soon as possible when a bargaining session is scheduled on short notice. If a nurse is unable to change his/her schedule to attend negotiations by trading days off, then the time spent during negotiations will be treated as time worked only for purposes of bargaining unit seniority and PTO/EIB accrual; however such trading of days off must be approved by the nurse's supervisor or department director, and must not result in any increased overtime premium incurred by the Hospital. Subject to the above considerations, the negotiating team member's department director or supervisor will make a good faith effort to provide time off for negotiations.

**5.6 Union Leave.** Subject to the notification and patient care requirements specified in Section 5.5, above, one (1) nurse from the bargaining unit will be allowed up to three (3) days of unpaid time off per year to attend the Union's annual convention or legislative functions relating to nurse practice issues.

## **ARTICLE 6 - DEFINITIONS**

**6.1 Staff Nurse.** A registered nurse who is responsible for the nursing care of the patient.

**6.2 Nurse in Charge.** A registered nurse who is assigned charge responsibilities for an organized unit for at least one complete shift of eight (8) hours or more in duration. The definition of an organized unit shall be defined by the Employer. In the event a nurse is assigned Charge Nurse duties by Nursing Administration for less than a complete shift, the nurse shall receive Charge Nurse pay for the time worked as Charge.

**6.3 Regular Full-Time Nurse.** A regular full-time nurse is a nurse who is scheduled to work a minimum of sixty-four (64) hours per fourteen (14) day pay period on a regularly scheduled basis.

**6.4 Regular Part-Time Nurse.** A regular part-time nurse is a nurse who is scheduled to work at least forty (40) but less than sixty-four (64) hours per fourteen (14) day pay period on a regularly scheduled basis.

**6.5 PRN Nurses.** A PRN nurse is a nurse who may be scheduled to work less than forty (40) hours per fourteen (14) day pay period on a regularly scheduled basis or who works on an intermittent or availability basis. PRN Nurses must be available to work at least four (4) shifts per month, at least one of which must be a weekend shift (if needed), and at least one (1) Hospital observed holiday per year. PRN employees shall receive a 12% wage differential.

**6.6 Temporary Nurse.** A temporary nurse is a nurse who is hired as an interim replacement or to fill a temporary full-time or part-time need, not exceeding ninety (90) days, except that a temporary nurse may be hired for up to six (6) months if replacing a nurse on a leave of absence. Temporary Nurses are not covered by this Agreement. Temporary nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. Temporary

nurses whose status is changed to full-time, part-time or PRN shall be treated as newly employed nurses and shall be subject to the required probationary period. Upon completion of the probationary period, seniority shall begin as of the date the nurse changed to full-time or part-time status.

**6.7 Traveler Nurse.** A Traveler Nurse is a nurse who is placed on assignment by a contract agency for a period of time usually not to exceed 13 weeks, with a maximum of two renewals. Traveler Nurses are not covered by this Agreement.

**6.8 Probationary Nurse.** All nurses hired after the effective date of this Agreement shall be considered as probationary employees until they have worked for the Hospital for ninety (90) calendar days. The probationary period may be extended in writing and by mutual agreement for up to an additional ninety (90) day period. There shall be no obligation on the part of the Hospital to extend any employee's probationary period. Probationary employees have no seniority status and may be disciplined or discharged with or without cause and shall have no recourse to the grievance procedure. At the completion of the probationary period, seniority shall date from the initial date of most recent employment at the Hospital as a registered nurse. Capital Medical Center employees transferred into the bargaining unit will be given full credit for past service with the Hospital for the purposes of calculation of benefit entitlement, unless the employee has had a break in service of more than ninety (90) days. Full-time or part-time nurses who change to PRN status and then return to full-time or part-time status shall not be subject to a probationary period. Nurses subject to an extended probationary period may access accrued PTO/EIB after ninety (90) days of employment.

**6.9 Preceptor.** A preceptor is defined as a nurse assigned to nursing skills training on the unit, one to one. Preceptor pay shall not be paid for unit orientation.

**6.10 Base Rate of Pay.** As used in this Agreement, the term base rate shall be defined as a nurse's straight time hourly rate, exclusive of any shift differential or other premiums.

**6.11 Normal Rate of Pay.** The normal rate of pay shall be defined to include the nurse's hourly wage rate (12.1), shift differential when the nurse is scheduled to work all evening or night shifts (14.3), charge nurse pay for those nurses always designated as nurse in charge (14.2), the wage premium in lieu of PTO/EIB accrual for those nurses paid pursuant to that method of compensation (12.4), and the wage premium paid to nurses for currently held nursing certifications identified in Article 14.1.

In determining whether an employee works "all evening or night shifts" and whether an employee is "always designated as nurse in charge" as used in the preceding sentence, those criteria will be satisfied if, during the immediately preceding 13 consecutive pay periods, the employee has worked in those respective capacities for at least ninety percent (90%) of his/her actual hours worked. Alternatively, for an employee who had a formal status change (i.e., formal change of shift to evening or nights, or a formal change in status to charge nurse) less than 13 pay periods prior, then that employee's normal rate will include shift differential and/or

charge pay only if the employee worked in those respective capacities for at least 90% of his/her actual hours worked since that formal status change occurred.

**6.12 Seniority and Benefit Accrual During Time Off.** Paid time off and low census time off shall be regarded as time worked only for purposes of bargaining unit seniority, eligibility for annual wage increases, and regular full-time employees' PTO/EIB accrual.

**6.13 Resident Nurse.** In the event the Hospital establishes a Resident Nurse program in the future, it will meet and confer with the Union before implementing such a program. The wage rate for program participants under such a program would be the entry level wage rate for staff nurses under this agreement, unless otherwise mutually agreed by the Hospital and the Union.

## **ARTICLE 7 - EMPLOYMENT PRACTICES**

**7.1 Equal Opportunity.** The Employer and the Union agree that conditions of employment shall be consistent with applicable laws regarding nondiscrimination in employment.

**7.2 Notice of Resignation.** Nurses who have completed the probationary period shall give thirty (30) days written notice of intended resignation where practicable, but in all cases shall be required to give at least fourteen (14) days written notice of resignation. Failure to give the required notice shall result in the nurse being deemed not eligible for re-hire; however at the Employer's sole discretion consideration may be given to extenuating circumstances that make such notice requirements impossible. PTO may not be used by the nurse during this fourteen day period. EIB will be available during this fourteen day period only upon the nurse's presentation to the Hospital of proof of illness in a manner satisfactory to the Hospital.

**7.3 Discipline and Discharge.** The Employer may suspend, discharge or otherwise discipline employees only for just cause. A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. A nurse may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action. Any discipline by the Employer of a non-probationary nurse will be subject to the grievance and arbitration provisions of this Agreement.

**7.4 Evaluations.** The Hospital will maintain a performance evaluation program to measure the nurse's job performance. Nurses shall normally receive a written evaluation prior to the end of the probationary period and annually thereafter. Nurses shall sign the evaluation to indicate that they have seen the document.

**7.5 Personnel File.** During the course of their employment, nurses will be allowed access to their personnel files under supervision in the Human Resources Department. Barring unusual circumstances, such access will be provided within twenty-four (24) hours after a request for access has been received in the Human Resources Department. Nurses will not be allowed to

remove or alter documents from their personnel file. Human Resources will provide copies of documents from a nurse's file upon written request. Copies will be available within five (5) business days after a written request has been received in the Human Resources Department. Nurses shall have the right to comment on disciplinary actions and performance evaluations at the time or within ninety (90) days of the time that any such disciplinary action or evaluation is conducted and to have such comments included in the personnel file. All newly hired nurses shall receive written notification from the Hospital identifying their position, assigned department, FTE status, and rate of pay. A copy of this notice shall be placed in the nurse's personnel file.

**7.6 Travel.** A nurse who in accordance with hospital policy and as part of his/her assigned duties accompanies a patient traveling by ambulance or helicopter shall be considered to be in the employ of the Hospital. Under these circumstances, the Hospital will be responsible for approving and providing travel arrangements for the nurse's return to the Hospital.

**7.7 Floating.** The Hospital retains the right to change the nurse's daily work assignment to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform.

**7.8 Payroll Checks.** Payroll checks shall reflect the number of hours worked, rates of pay and accrual of PTO/EIB. A nurse's documented hours of work (punch detail) will be made available for review by the nurse upon request.

## **ARTICLE 8 - SENIORITY**

**8.1 Definition.** Seniority is defined as a full-time or part-time nurse's continuous length of service as a registered nurse with the Employer from that nurse's most recent date of hire. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from his/her most recent date of hire.

Benefits accrual will be determined based on an employee's hospital seniority regardless of job classification. A nurse's bargaining unit seniority will be used for purposes of layoff, recall, transfer, job bidding and vacation bidding.

Regular full-time or regular part-time nurses who change to PRN status and subsequently return to regular full-time or regular part-time status without a break in employment shall have previously accrued bargaining unit seniority restored. Any employee who accepts a non-bargaining unit position and subsequently returns to his/her former bargaining unit position shall have previously accrued bargaining unit seniority restored. If an employee is terminated but is re-employed within ninety (90) days, the Employer will credit the employee with the prior hospital seniority date. An employee on unpaid leave of absence will not have his/her seniority

date adjusted for unpaid leaves of less than 90 days. Bargaining unit seniority shall be lost upon termination of employment, and shall not be restored upon re-employment.

**8.2 Layoff.** A layoff is a permanent or prolonged reduction in the number of employees employed by the Hospital. Layoffs shall be by departmental unit, shift, and job classification. In the event of a layoff or permanent reduction in hours, bargaining unit seniority within the departmental unit, shift, and job classification shall be the determining factor providing that skills, competence and ability in a specific area are considered relatively equal in the good faith opinion of the Employer. Decisions regarding skills, competence and ability shall be based on specific job-related duties. An employee whose position has been eliminated or permanently reduced in hours pursuant to this section will have the right to: (a) accept the layoff/reduced FTE position; (b) accept a vacant position for which s/he is fully qualified in the good faith opinion of the Employer; or (c) displace the position of any less senior employee whose name appears on the Low Seniority Roster (defined in Section 8.2.1, below), provided that, in the good faith opinion of the Employer, all of the following conditions are met: the two employees' skills, competence, ability and prior job performance (within the previous twelve (12) months) are relatively equal, and the displacing employee can carry a full patient load within two (2) shifts. Employees unable to displace another individual under the foregoing procedure will be placed on layoff. Once advised of her/his layoff, an employee must exercise displacement rights by 5:00 p.m. on the second weekday following the day on which s/he was advised of layoff.

**8.2.1** The Low Seniority Roster consists of the least senior twenty-five percent (25%) of all full-time and part-time nurses in the bargaining unit. Subject to the requirements of Section 8.2(c), above, an employee on the Low Seniority Roster whose position has been identified for layoff, and any employee who has been displaced by another employee pursuant to the above process, may displace the position of a less senior employee on the Low Seniority Roster. Provided, however, that the displacement (bumping) process identified in this Article is limited to not more than two (2) bumps, regardless of seniority among the remaining employees on the Low Seniority Roster.

**8.2.3** Notice will be given to the Union of a layoff when employees are informed. Upon request of the Union, the Employer and the Union will meet to discuss the impact of the layoff and review the seniority roster and layoff process. Each employee subject to layoff will receive fourteen (14) calendar days' notice or pay in lieu thereof. Employees who are laid off will be allowed to work for the Hospital in a PRN capacity without adversely impacting their recall rights. Subject to the Employer's assessment of skills, competence and ability in a specific area, laid off nurses working in a PRN capacity will be given priority (over agency employees, temporary employees, and non-laid off PRN employees) for pre-scheduled shifts if they have given their supervisor/director advance written notice of their availability to pick up additional specified shifts during the next effective work schedule, limited to forty (40) hours per week. This section shall not apply to Travelers, who will be allowed to complete their contractual commitment to the Hospital so long as the Hospital's retention of the Traveler's services would not increase the scope of the layoff.

**8.3 Recall.** Employees on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. When vacancies occur, the order of reinstatement shall be the reverse order of layoff providing the employee's skills, competency and ability in a specific area are considered equal in the opinion of the Employer. A nurse shall not accrue seniority while on layoff status. Upon reinstatement, the nurse shall begin to accrue seniority and other benefits and shall have previously accrued seniority and benefits restored (subject to any plan eligibility requirements). The Employer will notify the Union of any recall procedures prior to the recall.

**8.3.1 Removal from Recall List.** If an employee does not respond within seven (7) calendar days and return to work within fourteen (14) calendar days of a recall notice sent by certified mail (or at such later date determined by the employer), the employee will be removed from the recall roster and the Employer's recall commitments shall terminate. The employee shall notify the Employer by certified mail of any change in the employee's current mailing address. If the employee fails to provide this notification, the employee's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

**8.4 Termination.** Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same shift and FTE) offered by the Employer while on the recall list, failure to comply with specified recall procedures, or after twelve (12) consecutive months of layoff.

**8.5 Seniority Roster.** The Employer will maintain a seniority roster which will be available at the Human Resources Department.

**8.6 Reduced Workload/Low Census Days.** Reduced workload/low census is defined as a department's reduced workload or decline in patient care requirements resulting in a temporary decrease in staff. During periods of reduced workload/low census, the Employer will first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate reduced workload/low census equitably among employees assigned to each unit (or functional work area) by shift, subject to skill, competence, ability and availability as determined by the Employer. If an individual volunteers to take a reduced workload/low census day off, that day off shall be counted for purposes of the rotation list. Employees who are subject to reduced workload/low census may use accrued PTO and such time off will count in the reduced workload/low census rotation. The Employer will attempt to make floating opportunities available to employees subject to reduced workload/low census. Subject to patient care or operational considerations, temporary, Travelers, and per diem employees will not normally be utilized on a unit and shift where regular employees are subject to reduced workload/low census.

Reduced workload/low census days shall not alter an employee's anniversary date or accrual of benefits. With the exception of OB, OR and Imaging nurses, employees required to take a reduced workload/low census day will not be required to be on call for all or part of the shift for

which they were scheduled. The Employer will endeavor to give employees who have not yet reported to work at least one (1) hour's notice of impending reduced workload/low census days.

**8.7 Job Openings.** Subject to the conditions set forth below, job openings in the bargaining unit shall be filled in the following order:

- a. from other employees on the same nursing unit applying for the vacant position
- b. other applicants from the bargaining unit
- c. return from layoff
- d. external candidates (applicants outside the bargaining unit).

Notice of regular job openings within the bargaining unit shall be posted for a period of at least five (5) business days and will be updated every week by the Employer. Transfers from one shift to another on the same unit shall be determined prior to bargaining unit-wide posting. Each job posting shall state summary job qualifications, FTE, and hours of work (including "variable hour" job postings). To be considered for a regular job opening, the nurse must submit a written application specific to the position(s) for which he or she is applying. The application will be retained only so long as the position remains vacant. Prior to posting, the Employer shall determine whether to offer additional hours to existing positions (FTEs) on a unit (i.e. expand the hours of existing positions on the unit and shift, by seniority on that unit and shift) or to create a new position. When a regular job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing the applicants' skills, ability and experience are considered substantially equal in the opinion of the Employer. In the event at least two (2) week's advance written notice of intent to resign is not received by the Employer pursuant to Section 7.2 herein, the required posting period shall be waived in filling that position. If the Employer is unable to transfer a nurse to a vacant position pursuant to this section due to patient care considerations or departmental needs, the position may be filled on a temporary basis and the nurse will be advised as to when the transfer may be expected to occur in the future.

**8.7.1** Nurses transferring to a new unit (or functional area as defined by the Employer) shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended in writing by mutual consent. During this performance review period, the Employer will notify the nurse in writing of any deficiencies in performance. If the nurse fails to meet standards of performance as determined by the Employer, the nurse shall be returned to the nurse's prior position if that position continues to be vacant. If the position has been filled, prior to being subject to layoff, the Employer will review other potential job opportunities with the nurse.

**8.7.2 Interim Position.** Interim positions may be posted by the Employer for purposes such as providing temporary coverage for bargaining unit nurses on leaves of absence. Temporary transfers of full- or part-time nurses from one shift to another on the same unit shall be determined prior to hospital-wide posting. Interim positions shall be for no longer than six months. Implementation of the interim position will be dependent on mutual agreement of the affected full- or part-time nurses and their supervisors. While a benefit-

eligible nurse works in an interim position, the nurse's continuing eligibility for and the Employer's contributions to employee benefits shall be determined by the nurse's interim FTE. The full-time or part-time nurse in the interim position will return to her/his previous position at the conclusion of the interim position, unless an earlier return of the nurse replaced or other unanticipated reasons end the interim position prematurely.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME**

**9.1 Work Day.** The normal work day shall consist of:

**9.1.1** For those working a six (6) hour shift, the normal work day shall consist of six (6) hours work to be completed within six and one-half (6 1/2) consecutive hours, including a thirty (30) minute unpaid meal period to be taken during the employee's shift.

**9.1.2** For those working an eight (8) hour shift, the normal work day shall consist of eight (8) hours work to be completed within eight and one-half (8 1/2) consecutive hours, including a thirty (30) minute unpaid meal period to be taken during the employee's shift.

**9.1.3** For those working a ten (10) hour shift, the normal work day shall consist of ten (10) hours work to be completed within ten and one-half (10 1/2) consecutive hours, including a thirty (30) minute unpaid meal period to be taken during the employee's shift.

**9.1.4** For those working a twelve (12) hour shift, the normal work day shall consist of twelve (12) hours work to be completed within twelve and one-half (12 1/2) consecutive hours, including a thirty (30) minute unpaid meal period to be taken during the employee's shift. (At the employee's option, two thirty (30) minute unpaid meal periods may be taken during the employee's twelve hour shift).

**9.2 Pay Period.** The Hospital's pay period begins every other Friday at 12:01 a.m., and continues for fourteen (14) days, until midnight every other Thursday.

**9.3 Work Week.** The normal workweek for nurses shall consist of 40 hours of work within a seven-day period or 80 hours of work within a 14-day period as outlined under the Fair Labor Standards Act. The regular hospital workweek begins at 12:01 a.m. Friday morning and ends the following Thursday night at 12:00 midnight.

**9.4 Innovative Work Schedules.** Innovative schedules are defined as schedules that require some change, modification or waiver of the provisions of this Employment Agreement. Prior to the implementation of a new innovative work schedule, the Employer and the Union will promptly meet for the purpose of negotiating the terms and conditions of employment relating to that work schedule. Innovative work schedules shall be in writing and are subject to initial mutual agreement between the Hospital and the nurse involved.

**9.5 Overtime.** Subject to the following, when a nurse works beyond the normal work day (defined as a scheduled shift of at least eight (8) hours duration), s/he will be paid at time and one-half (1½) the nurse's regular rate of pay for the first four (4) consecutive hours, with any remaining consecutive hours paid at double time (2X). All such overtime hours will be paid at double time when a nurse works beyond the normal work day on a hospital-recognized holiday.

Overtime shall be considered in effect if eight (8) minutes or more are worked after the end of a scheduled shift of at least eight (8) hours or more in duration. Thereafter, overtime shall be paid to the nearest quarter hour. No overtime shall be paid when less than eight (8) minutes have been worked after the end of the shift. Time paid for but not worked shall not count as time worked for the purpose of computing overtime pay. The Employer and the Union concur that overtime should be discouraged. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1½).

**9.6 Meal/Rest Periods.** All nurses working five (5) or more consecutive hours shall receive an unpaid meal period of one-half (1/2) hour. Nurses required to remain on duty or return to their nursing unit to perform nursing duties during their meal period shall be compensated for such time at the appropriate rate of pay. The Hospital will attempt to provide nurses with one (1) paid rest period of fifteen (15) minutes (or the equivalent amount of time if rest may be taken on an intermittent basis during the shift) during each four hours of working time. The Hospital will comply with state law regarding this section.

**9.7 Weekends Off.** Except in emergency situations involving patient care, the Employer will attempt to schedule nurses off every other weekend, but not less than two (2) weekends in every four weeks. Additional weekend work may be scheduled where mutually agreeable. In the event a nurse is required to work any weekend for which s/he was scheduled off on that month's posted schedule, all time worked on those excess weekend shifts shall be paid at the rate of one and one-half (1-1/2) times the nurse's applicable rate of pay, which will include any applicable differentials/premiums. This section shall not apply to PRN nurses, to full-time or part-time nurses who voluntarily agree to more frequent or alternative weekend work, or to nurses who trade weekends for their own convenience.

**9.8 Time Off Between Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least ten (10) hours time off between shifts. In the event a nurse is required to work with less than ten (10) hours time off between shifts, all time worked within that ten (10) hour period shall be at time and one-half (1-1/2).

**9.8.1** Where operationally feasible, the Employer will attempt to provide relief for an employee who requests a day off or a change in the employee's hours for the following scheduled shift under the following circumstance: Where the employee has been called back and has worked a minimum of four (4) cumulative hours falling within the ten hour period prior to the employee's next scheduled shift, and ending within four (4) hours prior to the start of the employee's next regularly scheduled shift. To be considered, the employee must notify the Employer not later than two (2) hours in advance of the employee's scheduled shift if making

such a request. If released from duty the employee may or may not elect to use PTO for his/her regularly scheduled shift. If the employee cannot be released from duty, the supervisor may assign a later start time. An employee who is released from duty by the Employer pursuant to this section shall not receive discipline under the Hospital's attendance/tardy policy for this absence.

**9.9 Work Schedules.** It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leaves of absence, absenteeism, employee requests, temporary shortage of personnel, low census, patient care needs and emergencies. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Work schedules will be posted at least two (2) weeks prior to the beginning of the next schedule. In preparing work schedules, the Hospital will attempt to fill shifts for which it does not have regularly scheduled coverage (by a full-time, part-time, PRN, traveler, or temporary nurse) with part-time nurses who have given their supervisor/director advance written notice of their availability to pick-up additional specified shifts during the next effective work schedule. For purposes of the preceding sentence, part-time nurses will be given priority over PRN nurses only if the additional shift in question would not result in the part-time nurse receiving additional overtime premium during that pay period. Except for emergency conditions involving patient care or low census conditions, individual scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent.

## **ARTICLE 10 - HOLIDAYS**

**10.1 Holidays Observed.** The following holidays are observed by the Hospital:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
	Christmas Day

**10.2 Holiday Worked Premium.** Nurses who are required to work on a recognized holiday shall be paid holiday pay of time and one-half (1-1/2) their hourly rate for the hours worked on the holiday. Holiday time begins at 12:01 a.m. the day of the holiday and ends at 12:00 midnight. Only actual hours worked within the defined holiday period will be paid at the rate of time and one-half.

**10.3 Days Surrounding Holiday.** If a nurse is scheduled to work the day immediately before or after a designated holiday, and fails to report in, s/he will not receive the holiday premium for the holiday worked absent special extenuating circumstances that may be approved by Nursing Administration.

**10.4 Rotation of Holidays.** Holiday work shall be equitably rotated among nurses within the

designated work area and shift without regard to seniority. Volunteers to work will be sought before holidays are assigned.

**ARTICLE 11 - PAID TIME OFF/EXTENDED ILLNESS BANK**

**11.1 PAID TIME OFF (PTO)**

The Paid Time Off (PTO) Plan provides employees with a biweekly accrual of hours to be used as paid time off during periods of short-term illness, family emergencies, personal business and leisure. The plan also provides a separate biweekly accrual for Extended Illness Bank (EIB) for periods of illness or injury. PTO and/or EIB shall be used up to the maximum amount available and in compliance with eligibility guidelines during any FMLA qualified leave of absence.

**11.2 ACCRUAL OF PTO**

A. PTO is provided to full-time employees, and begins accruing on the first day of employment.

B. PTO is accrued as follows:

LENGTH OF SERVICE	PTO HOURS ACCRUAL/PAY PERIOD	TOTAL PTO HOURS/YEAR	EIB HOURS ACCRUAL/PAY PERIOD
First five years	7.08	184	3.08
6 - 10 years	8.93	232	3.08
11 + years	9.85	256	3.08

C. A maximum of 480 hours may be accrued in the employee’s PTO bank.

D. A maximum of 480 hours may be accrued in the employee’s EIB bank.

**11.3 USE OF PTO**

A. PTO hours may be used for vacation, holidays, short-term illness, family emergencies, religious observances, preventive health or dental care, personal business or other excused elective absences.

B. PTO is paid at the employee’s normal rate, in one hour increments.

- C. The amount of PTO used in any given pay period, when combined with other paid straight-time hours, must not exceed the employee's budgeted hours for that pay period.
- D. PTO begins accruing on the date of employment and may be used as it is earned after the employee has successfully completed his/her probationary period as a full time employee. Within the probationary period, accrued PTO may be accessed only for Hospital recognized holidays.
- E. With the exception of emergency or illness, PTO must be scheduled in advance with the written approval of the Department Director. Employees who fail to report unexpected absences to their supervisor at least two hours prior to the start of their shift are subject to denial of their PTO for that absence.
- F. Employees taking time off will be required to utilize PTO, except in low census situations (where utilization of PTO will be optional) or where the employee is requesting an individual (single) day off without pay.
- G. PTO must be used up to the maximum amount available during any Leave of Absence.
- H. PTO may not be used by an employee during the fourteen (14) day notice period prior to resignation, unless the employee provides the Hospital with proof of illness in a manner satisfactory to the Hospital.

#### **11.4 REDEMPTION OF PTO**

- A. Upon termination or transfer to a non-benefited position, the employee's entire PTO balance will be paid. The rate at which such hours are paid will be at the employee's normal rate of pay immediately prior to the transfer or termination.
- B. PTO hours may not be used to extend employment beyond the last day actually worked.
- C. Employees may choose to cash out up to forty (40) hours of PTO twice a year, during the first full pay period in May and the first full pay period in November, so long as they do not reduce their PTO bank below forty (40) hours. This cash out option is only available to employees who have used at least eighty (80) hours of PTO during the preceding twelve months; however if the nurse was not able to take at least eighty (80) hours of PTO during that twelve month period because of the Hospital's needs, then the restriction of this sentence will be waived.
- D. PTO time which is voluntarily converted to cash will be paid at 90% of the employee's current base hourly rate. Employees wishing to convert PTO to cash must submit a PTO Cash Out Request Form, which must be approved by the employee's Department Director. Approved Cash Out Request Forms must be submitted to Payroll at least 14 days before the end of the first full pay periods in May or November.

## 11.5 VACATION SCHEDULING

In scheduling vacations, each department/work area will adhere to the following guidelines:

A. From October 1 through October 10 of each year, there shall be a ten (10) day “window” or “bidding” period during which employees may select vacation time to be taken in the six month period extending from December 1 to May 30. Based upon those bids, a vacation schedule shall be posted by November 1st.

From April 1 through April 10 of each year, there shall be another ten (10) day “window” or “bidding” period during which employees may select vacation time to be taken in the six month period extending from June 1 to November 30. Based upon those bids, a vacation schedule shall be posted by May 1st.

All such requests shall be submitted via MOX in the format specified by the Hospital, unless the Manager and employees in a unit agree to the use of dated and timed paper requests.

B. Subject to the Hospital’s limitation of vacations based upon operational or patient care considerations, employees shall be granted vacation by seniority if the employee requests vacation during the bidding period, subject to the following:

1. Each employee will designate any number of requests (from one day up to two weeks) in order of priority to be awarded by seniority.
2. The Employer will consider the “first priority request” of all employees by seniority and make awards accordingly, before considering and awarding second and subsequent priority requests on the same basis.

C. Requests for vacation that are submitted after the bidding period shall be awarded on a “first come - first serve” basis. Vacation requests shall be submitted by MOX and shall be responded to within 14 days of the Department Director’s receipt of the request.

D. The Employer shall have the right to schedule vacations in such a way as will least interfere with patient care and work load requirements of the Hospital. Patient care needs will take precedence over individual requests.

E. The Hospital shall designate “prime time” vacation periods from June 15 through September 15 and limit, in cases of conflict, vacations to two (2) weeks during such prime time.

F. Holiday work schedule rotations shall take precedence over vacation scheduling.

G. Special circumstances may be considered by management in approving vacations outside of these aforementioned guidelines. These requests will be posted on the unit two weeks prior to approval.

## **11.6 EXTENDED ILLNESS BANK**

A. In addition to PTO, full time employees also earn EIB hours. EIB may be used for absences due to extended illness, non-work related injury, or medical disability, of either the employee, the employee's spouse, or child. For purposes of the previous sentence, "child" shall be defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability. Additionally, EIB may be used for absences to care for a parent, parent-in-law, or grandparent who has a serious health condition or emergency condition as required by and defined by State law. EIB hours are available only after the employee has been absent for at least 24 consecutive scheduled hours, except for the following circumstances, where an employee may access EIB immediately:

1. upon hospitalization, including care received in an ambulatory surgery center;
2. to make up the difference in an employee's pay between regular compensation and workers' compensation; or
3. where an employee who returns to work from an EIB-covered absence has a relapse of the same illness within forty-eight hours of the employee's return.

B. A physician's signed statement regarding medical necessity and expected duration of time off is required for employees to use EIB. For purposes of this paragraph only, the term "physician" may include any equivalent health care practitioner licensed to prescribe medications and acceptable to the Hospital.

C. Under no circumstances may an employee cash out his/her EIB bank, which will be reduced to zero upon termination. Employees changing status from full time (or benefited part time) to non-benefited part time or PRN will no longer accrue or be eligible to access EIB. However, previously accrued EIB hours will be reinstated if the employee reverts to full time status (or benefited part time status) without a break in service.

D. EIB may not be used by an employee during the fourteen (14) day notice period prior to resignation, unless the employee provides the Hospital with proof of illness in a manner satisfactory to the Hospital.

## **ARTICLE 12 - COMPENSATION**

**12.1** Nurses covered by this Agreement shall be paid at not less than the amounts shown in the following hourly wage schedule. The applicable wage rates set forth below will become effective the 1<sup>st</sup> full pay period following the date specified.

	<u>October 1, 2010</u>	<u>October 1, 2011</u>	<u>October 1, 2012</u>
Base (less than 1 yr.)*	26.08	26.73	27.40
1 year*	27.19	27.87	28.57
2 years*	28.26	28.97	29.69
3 years*	29.36	30.09	30.84
4 years*	30.48	31.25	32.03
5 years*	31.50	32.29	33.09
6 years*	32.65	33.46	34.30
7 years*	33.72	34.57	35.43
8 years*	34.87	35.74	36.64
9 years*	35.95	36.85	37.77
10 years*	37.33	38.26	39.22
12 years*	38.59	39.56	40.54
14 years*	39.57	40.55	41.57
16 years*	40.68	41.70	42.74
18 years*	41.53	42.57	43.64
20 years*	43.44	44.53	45.64
22 years*	44.46	45.58	46.72
24 years*	45.00	46.12	47.28
25 years*	-----	-----	-----
26 years*	46.06	47.22	48.40
28 years*	46.61	47.77	48.97
30 years*	47.78	48.97	50.19
32 years*	48.96	50.19	51.44
34 years*	-----	51.19*****	52.47*****

\* completed years of experience

\*\* Step 30 became effective first pay period after January 1, 2008

\*\*\* Steps 24 and 26 became effective first pay period after January 1, 2009, at which time Step 25 was removed; (employees already at Step 25 were “redlined” at that wage rate until they reached Step 26)

\*\*\*\*\* Step 32 became effective first pay period after January 1, 2010

\*\*\*\*\* Step 34 becomes effective first pay period after October 1, 2011

**12.1.1** Nurses hired during the term of this Agreement will be given not less than 50% credit for completed years of relevant non-CMC experience. No nurse shall be paid at an hourly rate that exceeds the maximum of the current salary scale.

**12.1.2** Nothing contained herein shall prohibit the Employer, at its sole discretion, from raising the wage scale specified above.

**12.2 Step Increases.** A nurse will move from his/her current step to the next appropriate step following completion of one year (twelve calendar months) of continuous work. Provided, a nurse in a step that requires more than one year of service prior to advancement to the next step will move following completion of the appropriate years of service. All step increases will be effective the beginning of the pay period following the nurse’s eligibility for movement to the next step.

For purposes of this section, “continuous work” will be adjusted for any absence exceeding one hundred eighty (180) days in duration. Step increases will be based on time worked in that step rather than total time employed by the hospital.

**12.3 Cafeteria Discount.** The Employer will continue to provide a cafeteria discount to nurses in the same amount that such discount is applied to all other employees of the Hospital.

**12.4 Wage Premium in Lieu of PTO/EIB for Part-Time Nurses.** Part-time nurses may elect the option of accruing PTO/EIB on a prorated accrual schedule, or a wage differential of twelve percent (12%). This election may be made upon initial hire or change to part-time job status. Thereafter, this election may occur once each year during the month of December. An employee’s election under this paragraph is limited to one time each rolling twelve month period.

### **ARTICLE 13- IN-HOUSE REGISTRY**

**13.1 Eligibility.** Only full time and part time nurses are eligible for In House Registry shifts. A nurse who schedules an In House Registry shift and then fails to work the shift (self cancels), will be deemed ineligible for In House Registry shifts for 90 days.

**13.2 Qualifying Shift.** In House Registry participants must work their regularly scheduled hours in the pay period. Nurses who fail to work their regular schedule during the pay period for any reason other than being called off due to low census will be ineligible for In House Registry premium pay for that pay period.

A nurse who calls in sick within the 24 hour period before or after the In House Registry shift (without regard to the pay period) will not be eligible for In House Registry premium pay for that shift.

In House Registry applies only to direct patient care hours.

In House Registry will consist of not less than four (4) hour work periods.

Once an In House Registry shift is scheduled, the nurse scheduling the In House Registry shift is obligated to work both that shift and his/her regularly scheduled shift(s).

**13.3 Compensation.** Regular full-time and part-time employees that work an In House Registry shift beyond their hired status will receive compensation at time and one half their base rate of pay.

In House Registry hours will not count as hours worked for purposes of calculating weekly overtime pay.

Compensation for In House Registry will be included in the nurse’s regular paycheck and will be

subject to normal withholding and taxes.

A nurse who works an In House Registry shift that does not qualify for In House Registry pay because of the nurse's failure to work his/her regularly scheduled hours that pay period (and any other In House Registry hours for which s/he had committed to working), will be paid at the nurse's regular straight time hourly rate.

**13.4 Shift Differential & Holiday Worked Pay.** All normal pay practices apply including eligibility for differentials during In House Registry shifts.

**13.5 Cancellations.** In the event staffing requirements change, In House Registry will be cancelled first. The Hospital shall be the sole judge of staffing requirements at any given time.

**13.6 Applying for In House Registry Shifts.** Nurses may request available shifts by submitting a written request for In House Registry hours.

Shifts will be awarded in a fair and equitable distribution to qualified nurses, except:

Shifts will be awarded to nurses who are regularly assigned to the unit over the request of nurses who are not regularly assigned to the unit, without regard to which request was received first.

The Hospital shall be the sole judge of the qualifications of any nurse to work on a unit or shift other than the unit and shift to which the nurse is regularly assigned.

**13.7 Maximum Shifts.** An employee may work no combination of shifts in a pay period which totals more than 100 hours, except that nurses working 12 hour shifts may work a maximum of nine (9) twelve hour shifts in a pay period.

**13.8 Waiver.** The Clinical Coordinator, Department Director, Administrative Supervisor, or a more senior member of nursing supervision may waive in writing any or all of the eligibility requirements for any given shift.

## **ARTICLE 14 - PAY PRACTICES**

**14.1 Certification Pay.** Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of \$1.15 per hour, provided the particular certification has been approved by Nursing Administration, and provided further that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. If a nurse transfers out of the area for which s/he is certified, s/he will not be paid the differential until such time as s/he transfers back into the area for which s/he is certified. Likewise a certified nurse who does not maintain the certification will not be paid the differential as of the date the certification expires. A nurse with multiple certifications shall only be eligible to receive one certification premium.

It shall be the responsibility of the nurse to provide evidence of current certification to Human Resources in order to become eligible for the differential. No hours will qualify for the differential until the beginning of the first payroll period after documentation of the certification is provided to Nursing Administration.

**14.2 Charge Nurse Differential.** Nurses taking assignment as Charge Nurse for a unit will receive a differential of \$2.50 per hour for each hour actually worked while acting as charge. The Hospital shall have absolute discretion as to whether to assign any nurse with Charge Nurse duties on any given shift or unit and as to which nurse will be given the charge assignment on any given day. Charge assignments may be mandatory so long as the nurse has the knowledge necessary to perform charge duties on that unit. Effective the first full pay period following **January 1, 2010**, nurses taking assignment as Charge Nurse for a unit will receive a differential of \$2.75 per hour for each hour actually worked while acting as charge.

**14.3 Shift Differential.** Nurses who work a shift on which at least one-half of the hours occur between 3:00 p.m. and 11:30 p.m. will receive a shift differential of \$2.50 per hour for that entire shift. Effective the first full pay period following **January 1, 2009**, nurses who work a shift on which at least one-half of the hours occur between 3:00 p.m. and 11:30 p.m. will receive a shift differential of \$2.75 per hour for that entire shift.

Nurses who work a shift on which at least one-half of the hours occur between 11:00 p.m. and 7:30 a.m. will receive a shift differential of \$4.00 per hour for that entire shift. Effective the first full pay period following **January 1, 2008**, nurses who work a shift on which at least one-half of the hours occur between 11:00 p.m. and 7:30 a.m. will receive a shift differential of \$4.25 per hour for that entire shift.

**14.4 Weekend Premium Pay.** Any nurse who works on a weekend shall receive \$3.10 per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. Effective the 1<sup>st</sup> full pay period following **March 1, 2007**, any nurse who works on a weekend shall receive \$3.25 per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for purposes of overtime calculations. For premium pay purposes, the weekend shall be defined as the forty-eight (48) hour period beginning at 11:00 p.m. Friday and ending at 11:00 p.m. Sunday.

**14.5 On-Call Pay.** Nurses placed on standby status shall be compensated at the rate of \$3.50 per hour. Nurses on standby shall have access to signal devices. Effective the 1<sup>st</sup> full pay period following **October 1, 2005**, nurses placed on standby status shall be compensated at the rate of \$3.55 per hour. Effective the 1<sup>st</sup> full pay period following **October 1, 2006**, nurses placed on standby status shall be compensated at the rate of \$3.65 per hour. Effective the 1<sup>st</sup> full pay period following **March 1, 2007**, nurses placed on standby status shall be compensated at the rate of \$4.00 per hour.

**14.6 Call-Back Pay.** When a nurse is called back to work after completion of the nurse's regular work day, or while on standby, s/he will be paid at time and one half (1 ½) the nurse's regular rate of pay for the first four (4) consecutive hours, with any remaining consecutive hours paid at double time (2X). Callback pay shall be paid in addition to any standby pay. When called back, the nurse shall receive time and one-half (1 ½) for a minimum of three (3) hours. All callback time actually worked on a holiday (Section 10.1) shall be paid at double (2X) the nurse's regular rate of pay.

**14.7 Work in Advance of Shift.** When a full or part-time nurse is required to work in advance of his/her scheduled shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift will be paid at time and one-half (1 1/2) the nurse's applicable straight time wage rate. The requirement for time and one-half under this section shall cease at the beginning of the nurse's scheduled shift.

**14.8 Reporting Pay.** An employee who is instructed or scheduled to report to work, and who reports to work without having been given notice at least 1 hour prior to the beginning of the shift that no work is available, shall perform any work assigned for which s/he is qualified and shall be guaranteed four (4) hours work or pay in lieu thereof.

Such minimum guarantee shall not apply if the Hospital makes a reasonable effort to notify the employee at least one (1) hour prior to the scheduled starting time that the employee should not report to work. It shall be the employee's responsibility to keep his or her current phone number on file with the Employer. Failure to do so shall exempt the Employer from such notification requirement and from the above minimum guarantee.

**14.9 Preceptor Pay.** A nurse assigned designated preceptor duties will be paid an additional one dollar sixty-five cents (\$1.65) per hour while performing such duties. Effective the first full pay period following **January 1, 2010**, a nurse assigned designated preceptor duties will be paid an additional two dollars (\$2.00) per hour while performing such duties.

**14.10 No Pyramiding.** There shall be no pyramiding of overtime and other premium pay paid at the rate of time and one-half or double time. When a nurse is eligible for both time and one-half (1 ½) and double time (2x) pay, the nurse shall receive the highest of the two pay rates during those hours that the nurse is so eligible.

**14.11 Float Pool Premium.** Nurses assigned to the Float Pool shall receive a premium of two dollars (\$2.00) per hour, which shall be included in their normal rate of pay.

## **ARTICLE 15 -NON-HEALTH BENEFITS**

**15.1 Capella Benefits.** During the life of this Agreement, the Hospital will continue to offer nurses participation in the various benefit plans available to all hourly, non-bargaining unit employees at the Hospital on the same basis as participation in such plans is offered to those

employees (including full-time and part-time eligibility requirements).

**15.2 Change in Plans.** It is understood that any of the Capella benefit plans offered to employees may be modified or terminated, in the discretion of the Hospital and that new plans be implemented in place of, or in addition to current plans. Any such changes, as well as issues relating to administration of the Plans, shall not be subject to the grievance and arbitration procedures of this Agreement. There shall be no obligation to bargain over any such change, termination, or substitution, so long as such changes are also applicable to all hourly non-bargaining unit employees at the Hospital. Provided, the Hospital agrees that if any changes are made in these plans which reduce the overall benefits provided by the Plans, the Hospital will notify the Union and, upon written request received by the Hospital within thirty (30) days of such notification, will bargain with the Union concerning the effects of such changes on bargaining unit employees

**15.3 Contribution Rates.** The rates paid by bargaining unit employees for any of the Plan options shall be the same as the rates paid by hourly non-bargaining unit employees of the Hospital. If any of the rates are increased or decreased for hourly non-bargaining unit employees, they shall be increased or decreased automatically for bargaining unit employees at the same time and in the same amount.

## **ARTICLE 16 -HEALTH BENEFITS**

All full-time and part-time employees will be eligible to participate in the Hospital's Health and Dental insurance programs as provided below not later than the first of the month following completion of two months of service as a full-time or part-time employee.

Employees' costs for coverages under these various plan components will be as set forth below through December 31, 2010. Effective January 1, 2011, employees' costs for coverages for any of these various plan components will increase by not more than twelve percent (12%) for any given component or tier level, as determined by the plan design features then in place and the Hospital's assessment of the projected underwriting criteria and/or costs associated with the plan(s).

Effective January 1, 2012, employees' costs for coverages for any of these various plan components will increase by not more than twelve percent (12%), for any given component or tier level, as determined by the plan design features then in place and the Hospital's assessment of the projected underwriting criteria and/or costs associated with the plan(s).

Effective January 1, 2013, employees' costs for coverages for any of these various plan components will increase by not more than twelve percent (12%), for any given component or tier level, as determined by the plan design features then in place and the Hospital's assessment of the projected underwriting criteria and/or costs associated with the plan(s).

<b>Full Time Employee - Cost per Pay Period</b>	<b>PPO - \$300 Deductible</b>	<b>PPO - \$750 Deductible</b>
EE Only	48.10	42.69
EE + CH	100.62	90.06
EE + SP	131.46	117.34
Family	161.04	144.00

<b>Part Time Employee - Cost per Pay Period</b>	<b>PPO - \$300 Deductible</b>	<b>PPO - \$750 Deductible</b>
EE Only	71.45	55.60
EE + CH	143.74	127.06
EE + SP	187.12	164.83
Family	229.77	202.88

<b>Full Time Employee - Cost per Pay Period</b>	<b>Dental</b>
EE Only	6.11
EE + CH	13.23
EE + SP	15.95
Family	18.49

<b>Part Time Employee - Cost per Pay Period</b>	<b>Dental</b>
EE Only	7.84
EE + CH	16.48
EE + SP	20.44
Family	23.06

There shall be no obligation to bargain over changes in these programs, and such changes, as well as issues relating to administration of the Plans, shall not be subject to the grievance and arbitration procedures of this Agreement. Provided, the Hospital agrees that if any changes are made in these plans which reduce the overall benefits provided by the Plans or which alter the

coverage options, the Hospital will notify the Union and, upon written request received by the Hospital within thirty (30) days of such notification, will meet and confer with the Union concerning the effects of such changes on bargaining unit employees.

Provided further, in the event that federal and/or state healthcare reform legislation or other governmental regulation of health care imposes additional or more costly mandatory obligations on the Hospital, the Hospital may, at its option, cause this Article, and this Article alone, to be reopened for renegotiations during the term of this Agreement. In the event this Article is reopened for negotiations in accordance with this paragraph, the entire remainder of this Agreement (Articles 1 through 24, inclusive) will remain in full force and effect.

## **ARTICLE 17 – LEAVES OF ABSENCE**

### **17.1 Family and Medical Leave**

#### **(A) Eligibility**

An employee with at least one year's service, who has at least 1,250 hours of service during the previous twelve month period, will be eligible for up to a total of twelve weeks of leave within any rolling twelve month period under the Family and Medical Leave Act of 1993 (FMLA), for the purpose of caring for a newborn, newly adopted or foster child, or to care for a child, parent or spouse with a serious health condition, or because of the employee's inability to perform the essential duties of her job due to her own serious health condition. Employees taking leave for the birth or placement of a child must take all leave to which they are entitled in a single block of time. Leave taken for the birth or placement of a child must be completed within twelve (12) months of the child's birth or placement for adoption or foster care. If both spouses are employed by the Hospital and desire to take FMLA leave to care for a newborn, adopted, or foster child, then such spouses are limited to twelve (12) weeks of leave between themselves during any twelve (12) month period when taking leave for this purpose. Leave taken in connection with a serious health condition may be taken intermittently (i.e., in separate blocks of time) or by reducing the employee's normal work schedule, when such measures are medically necessary. However, the Employer retains sole discretion to temporarily transfer any employee who requests either intermittent leave or a reduced schedule to a position which better accommodates recurring periods of leave than the employee's regular position. Any such transfer will be to a position with equivalent pay and benefits. Employees unable to work due to the employee's own serious health condition beyond the employee's FMLA entitlement must request General Medical Leave, if eligible for such leave.

(B) Notice And Certification

Employees seeking to use FMLA leave may be required to: (1) request such leave on forms provided by the Employer; (2) provide the Employer 30-days advance notice when the need for the leave is foreseeable; (3) provide the Employer with a medical certification, on forms provided by the Hospital (both prior to the leave and, if requested, prior to reinstatement); (4) provide periodic rectification as permitted by law; and (5) provide periodic reports of the employee's status during the leave as permitted by law. The Employer may require any employee taking leave due to his or her own health condition to obtain a second and, if necessary, third medical opinion (both at the Employer's expense).

Whenever the Employer has information which indicates that an absence of any duration is FMLA qualifying, the Employer may advise the employee that the absence is being designated as FMLA leave and credit the leave against the employee's FMLA entitlement.

When leave is needed to care for an immediate family member or the employee's own serious health condition, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the Employer's operation.

(C) Compensation During Leave

FMLA leave is unpaid. However, any employee who has accrued PTO time (and EIB in the case of leave due to an employee's own serious health condition or the serious health condition of the employee's spouse or child under the age of 18) must use that leave up to the maximum amount available.

(D) Benefits During Leave

The Employer will maintain group health insurance coverage for an employee on FMLA leave for the portion of the leave covered by FMLA, PTO, or EIB, if such insurance was provided to the employee before the leave was taken and on the same terms as if the employee had continued to work. Once PTO, EIB, and FMLA coverage is exhausted, the employee must pay the full cost of all group insurances (e.g., medical, dental, vision and life) in order to continue the coverages during the leave. Failure of the employee to pay the premiums will result in termination of the coverage during the leave.

Employees on FMLA leave shall neither accrue nor forfeit any benefits during the unpaid portion of their leave.

(E) Job Reinstatement

Except as authorized by federal law, an employee returning from FMLA leave will be reinstated to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

(F) Department of Labor Regulations

In recognition that the U.S. Department of Labor has promulgated extensive regulations detailing the application of the FMLA, the Hospital and the Union agree that those regulations shall control with regard to any and all circumstances relating to this section, whether or not specifically addressed herein.

## **17.2 Pregnancy Leave Pursuant To Washington Administrative Code**

(A) Employee Eligibility

A female nurse not eligible for FMLA who is sick or temporarily disabled and unable to work as a result of pregnancy will be granted a leave of absence for the period of that sickness or temporary disability for up to six weeks, or for a longer duration in accordance with state law if state law requires more than six weeks. Subject to business necessity pursuant to Washington Administrative Code Section 162-30-020 (5)(c), if a nurse on such Pregnancy Leave returns to work immediately after the period of her sickness or disability, the Hospital will allow her to return to the same job or a similar job of the same pay. If the nurse is eligible for FMLA leave, her pregnancy leave will be designated as FMLA leave. If a nurse on Pregnancy Leave exhausts the leave time allowed under this section, her leave will be converted to General Medical Leave and will be subject to the terms of such leaves.

(B) Notice and Certification

Nurses requesting Pregnancy Leave shall be required to: (1) request such leave on forms provided by the Employer; (2) provide the Employer 30-days advance notice when the need for the leave is foreseeable; (3) provide the Employer with a medical certification, on forms provided by the Hospital (both prior to the leave and, if requested, prior to reinstatement); (4) provide periodic recertification if requested by the Employer; and (5) provide periodic reports of the employee's status during the leave as requested by the Employer.

(C) Compensation During Leave

Pregnancy Leave is unpaid. However, any nurse who has accrued EIB and unused PTO time must use that benefit time up to the maximum amount available to cover as much of the Pregnancy Leave as possible.

(D) Benefits During Leave

The Employer will maintain group health insurance coverage for a nurse on Pregnancy Leave for the portion of the leave covered by PTO or EIB, if such insurance was provided to the nurse before the leave was taken and on the same terms as if the nurse had continued to work. Once PTO and EIB is exhausted, the nurse must pay the full cost of all group insurances (e.g., medical, dental, vision and life) in order to continue the coverages during the leave. Failure of the nurse to pay the premiums will result in termination of the coverage during the leave.

Nurses on Pregnancy Leave shall neither accrue nor forfeit any benefits during the unpaid portion of their leave.

(E) Job Reinstatement

Subject to business necessity pursuant to Washington Administrative Code Section 162-30-020 (5)(c), if a nurse on Pregnancy Leave returns to work immediately after the period of her pregnancy related sickness or disability, she will be allowed to return to the same job or a similar job having the same rate of pay. However, there shall be no obligation to return any nurse to work under this provision if she would not have retained her position had she been at work, rather than on Pregnancy Leave. Re-employment following a Pregnancy Leave in excess of six (6) weeks (or such longer period if a longer period is required by state law) is subject to the same terms as applicable to re-employment following a General Medical Leave.

### **17.3 General Medical Leaves of Absence**

(A) Eligibility

Nurses with a minimum of six (6) months of service will be eligible for General Medical Leave. Any nurse who, as a result of a medical disability, becomes unable to perform the duties of his or her position for fourteen (14) calendar days, must request a General Medical Leave of Absence. If the nurse is eligible for FMLA leave, and the leave is for a reason which qualifies under the FMLA, the Hospital may designate the leave as FMLA leave to the extent of the nurse's eligibility for such leave. Nurses not eligible for FMLA leave as set forth above, or who have exhausted leave entitlement under FMLA, may be eligible for placement on a General Medical Leave of Absence for up to six (6) months (inclusive of any time during which the nurse was on FMLA (17.1) or Pregnancy Leave (17.2)) with a doctor's written certificate of disability. Any nurse who is granted a General Medical Leave of Absence must utilize any accrued EIB and PTO time.

(B) Duration of Leave

A General Medical Leave of Absence may be granted for up to six (6) months (inclusive of any time during which the nurse was on FMLA (17.1) or Pregnancy Leave (17.2)). Requests for extensions of a General Medical Leave of Absence will be considered if they are received by the

Employer in writing before the expiration of the approved leave, are supported by proof of continued disability in the form of a physician's statement, and that do not cause the total period of absence to exceed six (6) months (including any period of FMLA leave or Pregnancy Leave). A nurse who fails to report to work immediately following the expiration of an approved leave will be deemed to have voluntarily resigned.

(C) Benefits

Nurses will continue to participate in the insurance benefits plan as long as PTO or EIB hours are being paid. Once all PTO and EIB hours are exhausted, the nurse must pay the full cost of all group insurances (e.g., medical, dental, vision and life) in order to continue the coverages during the leave. Failure of the nurse to pay the premiums will result in termination of the coverage during the leave.

Nurses on General Medical Leave shall neither accrue nor forfeit any benefits during the unpaid portion of their leave.

(D) Notice and Verification

A nurse who requires a leave of absence for medical reasons must request such leave on forms provided by the Employer as soon as the nurse learns that he or she is, or will become, temporarily disabled and unable to work for fourteen (14) calendar days due to a medical condition. Such requests must specify the reason for the leave, the date such leave will begin, and the expected duration of the disability. The request must be accompanied by a physician's statement that verifies the existence of the medical condition, the anticipated duration of the disability, and the dates the leave is expected to begin and end. A nurse who requests such leave may be required to provide additional physician's statements from time to time thereafter in order to provide updated information regarding the nurse's condition. Before returning to work from a General Medical Leave of Absence, a nurse may be required to provide a physician's statement that indicates that he or she is fit to return to work.

(E) Reinstatement

A nurse who returns from a General Medical Leave within six (6) months (inclusive of any time during which the nurse was on FMLA (17.1) or Pregnancy Leave (17.2)) will be returned to his or her former position, if available, or will be offered the first available opening in a comparable position for which he or she is qualified prior to such position being offered to a new hire. If no such positions are available, the nurse will remain on leave of absence status up to the maximum period of time for General Medical Leave, at which time the nurse will be removed from the payroll.

**17.4 Education Leave.** Consideration will be given to employees with at least one (1) year of service requesting a leave of absence to continue their education in a Hospital-related area. If the

employee has expressed full intention of returning to work, and the request is approved, an Education Leave of Absence may be granted, at the discretion of the Employer, for up to six (6) months. Nurses will continue to participate in the insurance benefits plan as long as PTO hours are being paid. Once all PTO hours are exhausted, the nurse must pay the full cost of all group insurances (e.g., medical, dental, vision and life) in order to continue the coverages. Failure to make payments will result in the termination of insurance benefits. All accrued PTO hours must be utilized during an Education Leave of Absence. No benefits accrue during any portion of Education Leave not covered by PTO. A nurse returning from Education Leave will be returned to the nurse's former position, if available, or will be offered the first available opening in a comparable position for which he or she is qualified prior to such position being offered to a new hire. If no such positions are available, the nurse will remain on leave of absence status up to the maximum period of time for Education Leave, at which time the nurse will be removed from the payroll.

**17.5 Personal Leave.** A personal leave of absence may be granted, at the Employer's sole discretion, for up to six (6) months, to nurses with at least six (6) months of service. Nurses will continue to participate in the insurance benefits plan as long as PTO hours are being paid. Once all PTO hours are exhausted, the nurse must pay the full cost of all group insurances (e.g., medical, dental, vision and life) in order to continue the coverages. Failure to make payments will result in the termination of insurance benefits. All accrued PTO hours must be utilized during a personal leave of absence. No benefits accrue during any portion of personal leave not covered by PTO.

A nurse returning from Personal Leave will be returned to the nurse's former position, if available. If the nurse's former position is not available, the nurse may apply for any other open positions for which he or she is qualified. If the nurse does not return to work with the Hospital within the maximum period of time available for Personal Leave, the nurse will be removed from the payroll.

**17.6 Military Leave.** Military leave will be granted in accordance with state and federal law.

**17.7 Adjustment of Anniversary Date.** Employees who are (a) on leave pursuant to FMLA, (b) on Pregnancy Leave pursuant to the WAC (Section 2 of this Article), (c) on other leaves of absences of less than thirty (30) days, or (d) accessing PTO or EIB, shall not have their anniversary dates altered during such absences or leave. For all other leaves in excess of thirty (30) days, the employee's anniversary date of employment will be adjusted by the amount of the leave in excess of the above.

**17.8 Bereavement Leave.** If a death occurs in a full-time employee's immediate family, an allowance is made for three days off with pay (not to exceed 24 hours pay) at the time of the event. Immediate family is defined as parent, grandparent, brother, sister, brother-in-law, sister-in-law, child, current spouse, grandchild, current parent-in-law, and any relative living in the employee's household. An additional two (2) days of unpaid leave may be granted up to a maximum of five (5) days where extensive travel is required to attend the funeral.

**17.9 Jury Duty.** Regular full-time and regular part-time employees will be paid their base hourly rate of pay for time off because of required jury duty, less any compensation received for such services. The employee is required to notify his/her supervisor immediately upon receipt of the jury summons to allow the supervisor to establish the availability of the time away from the workplace and to schedule around the jury duty. Evening and night shift employees who are serving on a jury during the day are not required to report for work unless they are excused from service for the day. In the event an employee is not required to report to the court for service the employee is required to work his/her scheduled shift.

**17.10 Paid Educational Leave.** If the Hospital requires a nurse to participate in or attend an educational meeting, tuition will be paid by the Hospital. Unless otherwise authorized by Nursing Administration, the nurse shall be considered as being in work status for only the required educational portion of that meeting, for which she will receive the applicable rate of pay. Reimbursement for travel, lodging and other expenses must be pre-approved and will be determined on a case by case basis.

## **ARTICLE 18 - ORIENTATION AND IN-SERVICE EDUCATION**

**18.1 Orientation.** The objectives of orientation shall be to familiarize new nurses with the objectives and philosophy of the hospital and nursing services, to orient new nurses to hospital policies and procedures, and to instruct new nurses as to their functions and responsibilities to enable them to practice independently. Nurses will be oriented through a combination of instructional conferences, floor and/or shift work.

**18.2 In-service Education.** Nurses required or requested by the Employer to attend educational programs, in-service education meetings, or staff meetings shall be paid the applicable rate of pay. No compensation shall be received for in-service or staff meetings where attendance is voluntary.

## **ARTICLE 19 - CONFERENCE COMMITTEE**

**19.1 Purpose.** The Employer, jointly with elected representatives of the staff nurses, shall participate in a Conference Committee to discuss nursing service problems, including staffing/patient care issues. The purpose of the Conference Committee shall be to foster improved communications between the Employer and the nursing staff. The function of the

Conference Committee shall be limited to an advisory, rather than a decision-making capacity. The Conference Committee shall consist of three (3) representatives of the Employer and three (3) representatives of the nurses. In addition to the nurses, a Union Representative may attend and participate.

**19.2 Regular Meetings.** The Conference Committee shall be scheduled by mutual agreement of the parties to meet not more than once per quarter or as otherwise mutually agreed. Meetings shall be limited to two (2) hours unless otherwise mutually agreed. The Hospital and the Union will each designate one representative to share responsibility for preparing the agenda. The committee will not discuss specific individual disciplinary matters, specific individual grievances, or issues relating to pending contract negotiations.

**19.3 Compensation for Committee.** Nurses on the Conference Committee shall be compensated at their base rate of pay for time spent in the Conference Committee meetings (limited to two (2) hours pay per meeting).

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

**20.1 Grievance Defined.** A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure by the employee or Union to follow the requirements and time limits contained herein for the filling and processing of grievances shall render the grievance null and void.

**Step 1 Employee and Immediate Supervisor** – If an employee has a grievance, the employee and/or Union representative must first present the grievance in writing to the employee’s immediate supervisor within fourteen (14) calendar days from the date the employee knew or should reasonably have known that an alleged breach of this Agreement had occurred. The grievance shall state the contractual articles violated and the relief sought. The immediate supervisor or designee shall respond in writing to the employee within fourteen (14) calendar days following receipt of the written grievance or within 14 days of a Step 1 meeting if such a meeting is scheduled. If the immediate supervisor is the employee’s department director, then the employee’s next step in this process is Step 3.

**Step 2 Employee and Department Director** – If the matter is not resolved to the employee’s satisfaction at Step 1, the employee and/or Union representative shall refer the written grievance to the employee’s department director or designee within ten (10) calendar days following the postmark date of the mailing of the written decision at Step 1. A conference between the employee, a Union representative and the department director or designee shall be held at a mutually agreeable time. The department director or designee shall issue a written reply within fourteen (14) calendar days following receipt

of the grievance or the Step 3 meeting, whichever is later.

**Step 3 Administration and Union Representative** – If the matter is not resolved to the employee's satisfaction at Step 2, the employee and/or Union representative shall refer the written grievance to the Hospital administrator or designee within ten (10) calendar days following the postmark date of the mailing of the decision at Step 2. A conference between the employee, a Union representative, and the administrator or designee shall be held at a mutually agreeable time. The administrator or designee shall issue a written reply within fourteen (14) calendar days following receipt of the grievance or the Step 3 meeting, whichever is later.

**Step 4 Arbitration** – If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue to arbitration by written notice to the other party within fourteen (14) calendar days following the Union's receipt of the Hospital's response at Step 3. Within seven (7) calendar days of the notification that a dispute is submitted for arbitration, either party may request that the Federal Mediation and Conciliation Service submit a panel of eleven (11) arbitrators having hospital arbitration experience. Upon receipt of the list, the arbitrator shall be selected by each party alternately striking names until only one remains. Either party may reject one panel in its entirety. To determine which party strikes the first name, the parties shall flip a coin. The arbitrator shall promptly conduct a hearing on the grievance. The expenses of any arbitration will be shared equally by the Employer and the Union; however, each party shall bear its own expenses of representation and witnesses. Subject to judicial review for those limited circumstances where courts have found such review to be appropriate, the arbitrator's decision shall be final and binding on all parties.

**20.2 Limits Of Arbitrator.** (a) The arbitrator shall have no power to: (1) add to or subtract from, or modify any of the terms of this Agreement; (2) establish or change any wage scale or any other compensation formula; (3) hear or decide any dispute as to the numbers or classifications of employees needed or the division of duties among employees, at any given time, to provide patient care for the Hospital's patients or perform the assigned work; (4) award back pay for any period more than fourteen (14) days prior to the filing of the grievance (except that this period may be extended for up to 6 months only for those situations involving the incorrect administration of a pay practice that could not have been discovered through an examination of the employee's pay check/pay stub, time records, generally available published pay policies, and this collective bargaining agreement.); (5) hear any dispute over whether just cause existed to give an employee an oral warning, except where necessary to determine whether just cause existed for subsequent discipline more severe than an oral warning and the oral warning was previously timely grieved through Steps 1 through 3 of the grievance procedure; (6) arbitrate any matter after this Agreement has expired other than matters which arose prior to the time of expiration of the Agreement; or, (7) modify or alter the penalty imposed by the Employer unless the Arbitrator determines that the weight of the evidence contained in the record shows there was not just cause for the specific penalty imposed.

(b) During the grievance procedure, either party may request the other party to produce evidence relevant to the grievance that is within that party's possession or control. The arbitrator will not consider any evidence from a party that failed to produce such evidence in support of that party's position during Steps 1 through 3 of the grievance procedure in response to a reasonably specific request for production of such evidence.

(c) If there is an issue as to whether a grievance is arbitrable (procedural arbitrability) under this Agreement, no arbitrator may hear or decide both the merits and the issue of arbitrability in a single arbitration hearing unless both parties specifically agree to such a submission in a single writing. Where separate arbitration hearings are held on the merits and the issue of arbitrability the parties agree that the same arbitrator shall be used unless otherwise mutually agreed. Where separate arbitration hearings are held on the merits and the issue of arbitrability, the arbitration hearing on the merits shall be scheduled not less than two (2) weeks following the issuance of the arbitrator's decision on the question of arbitrability. Issues of substantive arbitrability are to be decided by a court of competent jurisdiction.

(d) Either party may utilize the services of a court reporter. The costs of the court reporter shall be borne by the party or parties that order a copy of the transcript. The transcript will only be available to the party or parties that order a copy at the arbitration hearing.

(e) All time limits set forth in this Article are of the essence and may be extended only by specific written mutual agreement in a single document signed by the Hospital and the Union. Grievances not timely filed at Step 1 shall be barred, and grievances not advanced in strict accordance with the foregoing procedures or time limits will be considered as withdrawn and shall have no precedential effect. If the Hospital fails to set a meeting or provide a timely response, the Union may advance the grievance to the next Step, and must do so if it wishes to keep the grievance active.

**20.3 Grievance Meetings.** Grievance meetings will normally be scheduled during the non-working time of the grievant, immediately before or after the grievant's shift. Time spent in grievance meetings by grievants will be unpaid time unless the grievance meeting is scheduled during the grievant's work shift for the convenience of the Hospital. Investigation of grievances by bargaining unit representatives outside of grievance meetings shall be conducted in non-working areas and on the non-working time of all involved bargaining unit employees.

## **ARTICLE 21 - NO STRIKES/NO LOCKOUT**

**21.1 Prohibited Activity.** During the term of this Agreement, neither the Union nor its agents or representatives, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing (informational or otherwise), sit-down, sick-out or slow-down, or any refusal to cross a picket line at or near the Hospital's premises, or any other interference with any of the Hospital's services or operations, or with the movement or transportation of goods to the Hospital's premises.

**21.2 Waiver by Union.** The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this Article expressly prohibits (1) sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit); (2) strikes over disputes that are not subject to arbitration; and (3) strikes in protest of alleged violations of state or federal law. Any statutory right under the NLRA which the employee may otherwise have to engage in such conduct is hereby expressly waived by the Union. Provided, nothing in this Article will forbid a refusal to work protected by the Occupational Safety and Health Act or prohibit the Union from providing financial or other support to another labor organization engaged in a strike against any other employer away from the Hospital's premises.

**21.3 Penalty.** Any employee who participates in any activity prohibited by this Article shall be subject to discharge or such lesser discipline as the Hospital in its discretion shall determine, provided however, that such employee shall have recourse to the grievance and arbitration procedure as to the sole question of whether he or she in fact participated in such prohibited activity.

**21.4 No Lockouts.** The Hospital agrees that there shall be no lockout during the term of this Agreement. As used herein, the term "lockout" shall not include the closing down or curtailment of operations or layoffs due to economic conditions, business or operational reasons, natural disaster, or reasons beyond the Hospital's control.

**21.5 Judicial Remedies.** The Hospital or the Union shall be entitled to all appropriate judicial remedies, including but not limited to, injunctive relief and damages, if a violation of this Article should occur. Either may immediately institute judicial proceedings to obtain such remedies, without any prior obligation to seek relief under the grievance and arbitration procedure of this Agreement. Injunctive relief shall be available to the Hospital or the Union regardless of whether the dispute giving rise to the conduct prohibited by this Article is subject to arbitration. Any right to remove a state court action filed by the Hospital or the Union to federal court alleging a violation of this Article is expressly waived by the Hospital and the Union.

## **ARTICLE 22 - ACCOMMODATION OF DISABILITY**

The parties to this Agreement recognize that the Americans With Disabilities Act ("ADA") imposes certain restrictions on an employer with regard to the hiring and retention of employees.

The parties accordingly agree that, notwithstanding any other provision of this Agreement, the Employer may take any action it deems necessary in order to comply with the provisions of the ADA. Where possible, the Union shall be notified at least fourteen (14) days prior to the intended implementation of any action and, upon request, the Employer shall meet with the Union to explain the reasons for the action to be taken.

## **ARTICLE 23 - DRUG AND ALCOHOL POLICY**

Employees may not use, possess, sell or purchase non-prescribed controlled substances, illegal drugs or alcohol while on Hospital property or during working hours. Employees may not report to work or be at work while under the influence of alcohol (.05% or greater) or with a measurable quantity of non-prescribed narcotics, illegal drugs, or controlled substances in their blood or urine.

The Hospital reserves the right to maintain, administer, and in its sole discretion to modify, revise or change its drug and alcohol policy that is applicable to all Hospital employees, and in its sole discretion may offer employees the opportunity to participate in the state's substance abuse monitoring program for Registered Nurses. In the event that the Hospital decides to modify, revise or change its drug and alcohol policy, it will provide the Union with written notice of that change and, upon request, engage in effects negotiations regarding that change.

## **ARTICLE 24 - GENERAL PROVISIONS**

**24.1 State and Federal Laws.** This Agreement shall be subject to all present and future applicable federal and state laws and applicable regulations of government authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

**24.2 Complete Agreement.** It is acknowledged and agreed that during the course of negotiations preceding the execution of this Agreement, matters and issues of interest to the Union, the employees and to the Hospital pertaining to wages, hours and conditions of employment have been fully considered and negotiated, that each party was afforded the unrestricted right to pursue and discuss proposals pertaining to wages, hours and conditions of employment and that the understanding and agreements arrived at by the parties during the course of said negotiations are fully set forth in this Agreement.

The Union and the Hospital agree that during the term of the Agreement, neither party shall be obligated to negotiate with respect to any matter pertaining to wages, hours or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

This Agreement shall not be varied or amended by oral agreement or by custom or practice. No addition to, alteration, modification, practice or waiver of any term, provision, covenant, or condition or restriction in this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by the Hospital and the Union. The failure of either party to

exercise any right under the Agreement or to insist upon strict compliance with its provisions will not affect the right of either party to exercise any right or to thereafter insist upon strict compliance.

**24.3 Personnel Rules and Regulations.** All employees of this bargaining unit in addition to being governed by this Agreement, shall also be subject to the nursing personnel policies published by the Employer having general applicability to all nursing employees of the Employer (but not including policies relating to wages and benefits) and any subsequent personnel policies, rules and regulations that may in the sole discretion of the Employer be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

**24.4 Past Practice.** Unless specifically provided herein to the contrary, past practices that existed prior to this Agreement, whether written or oral, shall not be binding on the Employer. The Employer will endeavor to communicate any changes in past practices to the nursing staff in advance of the change.

#### **ARTICLE 25 - DURATION**

This Agreement shall be effective upon ratification by the Union, and shall continue in effect without change, addition or amendment for three (3) years, through September 30, 2013. This Agreement shall automatically be renewed and extended from year to year thereafter unless either party serves notice in writing on the other party at least ninety (90) days prior to the expiration date of this Agreement, or any subsequent anniversary date of same if this Agreement is automatically renewed or extended in accordance with this Article, of its intention to terminate or amend this Agreement.

Dated this \_\_\_\_ day of February, 2011.

United Staff Nurses  
Union Local 141

Capital Medical Center

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**Marilyn Savage, President**

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**Jim Geist, Chief Executive Officer**

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**John Aslakson, Union Representative**

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**Lisa Moylan, Chief Nursing Officer**

**Letter of Understanding  
between  
Capital Medical Center and United Staff Nurses Union, Local 141**

**RE: Wage scale for ARNP employees**

The wage scale for Capital Medical Center’s ARNP employees shall be as follows:

	<u>October 1, 2010</u>	<u>October 1, 2011</u>	<u>October 1, 2012</u>
Base (less than 1 yr.)*	33.12	33.95	34.79
1 year*	34.24	35.09	35.97
2 years*	35.32	36.20	37.11
3 years*	36.20	37.11	38.04
4 years*	37.29	38.22	39.18
5 years*	38.23	39.19	40.17
6 years*	39.28	40.26	41.27
7 years*	40.33	41.34	42.38
8 years*	41.42	42.46	43.52
9 years*	42.49	43.55	44.64
10 years*	43.30	44.38	45.49
12 years*	44.34	45.45	46.59
14 years*	45.26	46.40	47.56
16 years*	46.55	47.71	48.90
18 years*	47.34	48.53	49.74
20 years*	49.26	50.49	51.76
22 years*	50.16	51.42	52.70
24 years*	50.76	52.03	53.33
25 years*	-----	-----	-----
26 years*	51.96	53.26	54.59
28 years*	52.57	53.89	55.23
30 years*	53.88	55.23	56.61
32 years*	55.23	56.61	58.02
34 years*	-----	57.74*****	59.18*****

\* completed years of experience

\*\* Step 30 became effective first pay period after January 1, 2008

\*\*\* Steps 24 and 26 became effective first pay period after January 1, 2009, at which time Step 25 was removed; (employees already at Step 25 were “redlined” at that wage rate until they reached Step 26)

\*\*\*\*\* Step 32 became effective first pay period after January 1, 2010

\*\*\*\*\* Step 34 becomes effective first pay period after October 1, 2011

This wage scale is applicable to ARNP employees only, and represents the sole modification to the Registered Nurse collective bargaining agreement in effect from October 1, 2010 through

September 30, 2013. All other provisions of said contract shall apply without change to ARNP employees.

Dated this \_\_\_\_\_ day of February, 2011.

United Staff Nurses  
Union Local 141

Capital Medical Center

\_\_\_\_\_  
**BY: Marilyn Savage, President**

\_\_\_\_\_  
**BY: Jim Geist, Chief Executive Officer**

\_\_\_\_\_  
**BY: John Aslakson, Union Representative**

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**BY: Lisa Moylan, Chief Nursing Officer**

**Letter of Understanding  
between  
Capital Medical Center and  
United Staff Nurses Union, Local 141**

Pursuant to the 2010 negotiations between the above referenced parties, the parties hereby enter into this letter of understanding. This letter of understanding shall provide clarification to said contract, and shall expire on September 30, 2013.

**1. Holidays**

The Hospital and the Union agree that hours worked on a holiday will count toward the weekly 40 hour threshold for purposes of statutory overtime. For example, employees who work on a holiday as part of their normal weekly full-time schedule and who pick up an extra shift at the end of the work week will not “lose” their holiday premium as a result of working that extra shift.

**2. Recognition of Experience**

The Hospital and the Union understand that the Hospital’s current practice with respect to Article 12.1.4 is to award 100% credit for completed years of relevant non-CMC experience. This Letter of Understanding will be effective for thirty-six months and will expire on September 30, 2013.

**3. Time and One-Half for In-House Registry, Call Back**

The Hospital and the Union agree that Holiday hours, In-House Registry hours, and Call Back hours will be paid at time and one half (or, as applicable, double time) in accordance with Articles 10.2, 13 and 14.6. For these purposes, the time and one half calculation and double time calculation shall include any applicable differentials and other premiums. (Note: “Standby pay” as referenced in Article 14.6 shall not be included in this calculation).

**4. Travelers**

The Hospital agrees that in its negotiations with Traveler agencies, it will attempt to negotiate contracts requiring Traveler Nurses to share the responsibility with the hospital’s regular staff of floating to other clinical units as needed, and/or to be low censused, subject to the Hospital’s judgment of the clinical competencies necessary to be retained on any given unit to provide patient care.

Dated this \_\_\_\_\_ day of February, 2011.

United Staff Nurses, Union Local 141

Capital Medical Center

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**BY: Marilyn Savage, President**

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**BY: Jim Geist, Chief Executive Officer**

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**BY: John Aslakson, Union Representative**

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**BY: Lisa Moylan, Chief Nursing Officer**