

AGREEMENT

BETWEEN

WARREN GENERAL HOSPITAL

AND

**PENNSYLVANIA ASSOCIATION OF STAFF NURSES
AND ALLIED PROFESSIONALS**

EFFECTIVE: October 1, 2021
EXPIRATION DATE: September 30, 2024

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PREAMBLE

THIS AGREEMENT, entered into this first day of October, 2021, by and between the WARREN GENERAL HOSPITAL, its successors or assigns, hereinafter referred to as “Employer” or “Hospital”, and the PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS, its successors or assigns, hereinafter referred to as “Union,” has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable, prompt and peaceful procedure for the resolution of differences, the avoidance of any interruption or interference with hospital operations and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I RECOGNITION

Section 1.01 – Professional Unit defined

The Union is recognized as the exclusive representative for collective bargaining purposes for employees in the Professional Unit certified by the National Labor Relations Board, May 16, 2000, in Case No. 6-RC-11799, which unit is described as:

All full-time and regular part-time registered staff nurses and social workers employed by the Employer at its Warren, Pennsylvania, facility; excluding office clerical employees, non-professional employees and guards, other professional employees and supervisors as defined in the Act.

Which unit description was amended on May 2, 2006 to include:

All full-time and regular part-time medical technologists employed by the Employer at its Warren, Pennsylvania, facility; excluding all office clerical employees, nonprofessional employees and guards, other professional employees and supervisors as defined in the Act.

The unit was further amended on April 19, 2018 to include:

All full-time and regular part-time laboratory technicians (MLTs) employed by the Employer at its Warren, Pennsylvania facility; excluding all office clerical employees, non professional employees and guards, other professional employees and supervisors as defined in the Act.

Section 1.02 – Employee defined

The term “employee” as used in this Agreement shall include only those persons covered by the certifications set forth in this Article.

Section 1.03 – Temporary and Casual Employee defined

The bargaining units shall not include temporary employees or casual employees of the Hospital. For this purpose:

- a) Temporary employees are those who are hired to work for a period not to exceed ninety (90) calendar days or for the duration of a specific project for which the

employee is hired or for the period of the leave of absence where the employee is hired to replace an employee on approved leave of absence;

- b) "Casual employees" are those who work fewer than sixty-four (64) hours per four (4) week period. Casual employees can work on a scheduled or unscheduled basis. However, casual employees shall not be used to avoid the posting of bargaining unit positions.
- c) Part-time employees will be given hours for which casual employees are scheduled if they request them within five (5) calendar days of the posting of a schedule. However, part-time employees may not thereby obtain overtime hours and/or use these hours in support of a claim of full-time status.

The Hospital will provide to the Union officers a listing of temporary and casual employees by the fifteenth of each month showing start date, job title, individual hours and rate of pay for employees working in positions covered by this section as of the last day of the preceding month. The Hospital also will provide the Union a list of agency/traveler staff start dates, rates of pay and anticipated length of service at the first labor management meeting following their start dates.

Section 1.04 – Waiver of Right to Withdraw Recognition

The Employer agrees not to and expressly waives any right it may have to withdraw recognition concerning, to petition for unit clarification concerning, or in any other way to challenge the inclusion in the bargaining unit of any employees or classifications or job titles who or which are currently included in the unit on the grounds that they are or may be supervisors or supervisory. This provision shall continue in full force and effect through September 30, 2021.

ARTICLE II UNION SECURITY-DUES DEDUCTION

Section 2.01 – Union membership as employment condition

1. Each employee in the Professional unit who was a member of the previous union, AFSCME, which represented the professional unit shall, as a condition of continued employment, maintain his/her membership in the Union.
2. Each employee, who is hired in the Professional Unit, shall, as a condition of employment, be required to become and remain a member of the Union as of the conclusion of his/her probationary period as defined in Section 8.02.
3. The payment of dues and assessments uniformly required of members shall be the only requisite employment condition under this section.

Section 2.02 – Payroll deduction of dues

The Employer agrees to deduct the Union bi-weekly membership dues from the pay of those employees who individually request by an appropriate voluntary written authorization form that such deductions be made. The Union shall provide such executed authorization forms to the Director of Human Resources and the Hospital shall issue a receipt for such executed forms. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate

deductions of all employees shall be remitted together with an itemized statement to the Union by the 15th day of the succeeding month, after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

Section 2.03 – Contributions to Union PAC

The Employer agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to the Union’s Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount and frequency of the deductions.

Section 2.04 – Transfer of PAC contributions

The Employer shall transmit the monies deducted in accordance with this Article to the Union’s Political Action Committee in accordance with the procedures agreed to by the Employer and the Union.

Section 2.05 – Indemnity

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Section 2.06 – Union Orientation

The Employer will permit a bargaining unit employee(s) designated by the Union to meet with new employees at predetermined and scheduled times, to orient them to the Union and the Collective Bargaining Agreement.

**ARTICLE III
SUCCESSORS AND ASSIGNS**

If the ownership, operation or control of the Hospital is changed through sale, acquisition, merger or similar business transaction, the Hospital will include as a term of such transaction that the succeeding entity recognize the Union within the same bargaining unit as existed before the transaction and be bound by the terms of this Agreement if, and to the extent that, the succeeding entity continues to operate the Hospital in a substantially unchanged manner. The Hospital has an affirmative duty to call this obligation to the attention of any organization with which it seeks to make such a change.

In the event of permanent closure, the Union and Hospital will negotiate over the effects. Such discussions will include, but not be limited to, severance pay, employee retraining, continuation of benefits and rehire rights.

**ARTICLE IV
HOURS AND OVERTIME**

Section 4.01 – Full-time work day

The full-time work day shall consist of either an eight (8), ten (10) or twelve (12) hour shift, exclusive of a one-half hour unpaid lunch period where applicable.

Section 4.02 – Full-time work week

The full-time work hours in all departments shall be seventy-two (72) to eighty (80) hours (0.9 or 1.0) in a fourteen (14) consecutive day period commencing at 11:00 p.m. Saturday of alternate weeks. The Hospital may elect to establish special full-time positions for weekend work, such positions to consist of three (3) twelve (12) hour shifts on “weekend” days. The Hospital also may elect to establish special part-time positions for weekend work, such part-time positions to consist of eight (8) or twelve (12) hour shifts. Weekend days shall include Friday, Saturday, Sunday and Monday. If such positions are established, they shall be made available for selection pursuant to Article VIII.

Section 4.03 – No guarantee of hours per day or week

The foregoing provisions shall not be construed as a guarantee of hours of work per day or per week or of days of work per week, subject, however, to the provisions of Section 5.01.

Section 4.04 – Overtime defined

Overtime at the rate of one and one-half times the employee’s regular hourly rate of pay shall be paid in the following situations:

- a) Hours in excess of eight (8) in any work day.
- b) Hours in excess of eighty (80) in the defined fourteen (14) day period.
- c) Any hours worked by an employee who is on-call and is called in to work. Excluded from this is any employee that agrees to take call instead of his/her regularly scheduled shift.

However, in the event the Hospital elects to schedule employees for regular shifts in excess of eight (8) hours, such employees shall be paid overtime for hours in excess of the regularly scheduled hours in any work day or for hours in excess of forty (40) in any work week (11:01 p.m. Saturday through 11:00 p.m. Saturday).

There shall be no pyramiding of overtime.

Section 4.05 – Equal opportunity for overtime

The Hospital will attempt to equalize the overtime opportunities to the extent reasonably possible among employees performing the same work in the same department and classification and on the same shift.

Section 4.06 – Payment schedule for overtime

Payment for overtime is to be made on the payday immediately following the pay period in which the overtime is worked.

Section 4.07 – Shift differential

- a) A shift differential of \$1.70 per hour will be paid to employees who work in excess of four (4) hours on a regular shift which begins at or after 12:00 noon, but before 5:00 a.m. The shift differential rate will increase to \$1.80 per hour effective January 1, 2022, and to \$1.90 effective January 1, 2023.

For employees working a scheduled ten (10) or twelve (12) hour shift, the majority of which falls after 3:00 p.m., the shift differential shall be paid for all hours worked between 12:00 noon and 5:00 a.m.

- b) Employees will receive one dollar and fifty cents (\$1.50) per hour while performing formal preceptorship duties. The employee must have been specifically designated the preceptor responsible for an orientee and under no circumstances, may more than one employee be paid for the orientation of one employee at the same time. Only hours spent actually preceptoring will be compensated. Preceptors shall have no more than one orientee at a time. The parties agree to jointly develop a Preceptor Training Program. Lab Team Leaders or designee will have one day off bench a week with each orientee during the department rotation.
- c) Employees are eligible for one Education Day a year. The education must be scheduled with the approval of their supervisor. The day may be taken as unpaid or the employee may use the vacation time or a floating holiday. Education Days must be used for health education related to the employee's work at the hospital.

Section 4.08 – Computation of overtime

For purposes of computation of overtime:

- a) All vacation hours taken shall be counted as hours worked.
- b) Holidays listed in Section 7.01(a) or alternate time off shall not be counted as hours worked.
- c) Hours canceled on short notice shall be counted as hours worked in accordance with Section 5.01.

Section 4.09 – Minimum part-time hours

Part-time employees will be scheduled to work a range of hours per pay period based on their classification, in accordance with the following:

FTE Status	8-Hour Shift	10-Hour Shift	12-Hour Shift
0.4	32	30	36
0.6	48	50	48
0.8	64	60	60

Typically, employees will be scheduled within the range of hours for their classification. However, the Hospital may deviate from these ranges for up to two (2) pay periods per calendar quarter as necessary to meet operational requirements. The deviation(s) shall be limited to one (1) shift during a pay period. Employees may volunteer to work more than the above range maximums any number of times.

Section 4.10 – FTE Status

Part-time employees' FTE status will not change unless an employee bids on and is awarded a position with a different FTE status, or in the event of a reduction in force.

**ARTICLE V
SCHEDULING**

Section 5.01 – Advance notice of work schedule

- a) Work schedules showing the employees’ scheduled days and hours shall be posted and emailed no less than two (2) weeks in advance of any regularly scheduled work to be performed. Schedules will be posted in at least four (4) week blocks of time. Once a schedule is posted, involuntary schedule changes may only be made on a limited basis; employees whose schedules are involuntarily changed more than three (3) times in a calendar year shall be paid two-times their hourly rate for hours worked. Changes in such schedule may be made by the Employer provided notice of such change is given two (2) weeks in advance of the scheduled shift. Cancellations pursuant to section 5.01(g) are not “schedule changes” for purposes of this section. This section does not preclude or limit voluntary schedule changes.
- b) All employees who are, at present, on a fixed shift assignment shall remain on their fixed shift assignment as a personally guaranteed assignment for so long as they remain actively employed during the term of the Agreement unless they elect to move.
- c) There shall be a number of fixed shift assignments established and maintained for full-time Registered Nurses during the term of this Agreement. The numbers are set forth in the chart at paragraph “d.” It is understood and agreed that this chart is not, and shall not be construed to be a listing of the required staffing on any unit but that these assignments must be filled as fixed shift assignments if the number of shifts actually scheduled on the unit and shift is equal to the shifts required for the stated number of fixed assignments.

d)

Shift	HHC	CCC
1st	3	2

The revisions to Section 5.01(d) will not affect the employee on IMSAC for as long as she remains in her current position.

- e) Flex-nurse positions are assignments to more than one (1) seniority group on a regular basis. Flex-nurse positions will be limited to ten (10) positions throughout the hospital at any given time. An individual Flex-nurse will not work in more than three (3) nursing units at any given time. No new flex nurse positions will be posted. Flex nurse positions that are vacated will only be refilled when deemed necessary by the Hospital because of operational concerns.
- f) The Hospital may establish and maintain, in its discretion, up to 10 float positions. Float positions will be advised of their assignments upon arrival or shortly before. Floaters will be trained before being assigned to a department.
- g) Employees who are not in the MCH department:

In the Employer’s sole discretion, an employee’s shift may be canceled without advance notice. Before doing so, the Employer will first seek volunteers. Employees who

volunteer for shift cancelation will not receive sign-off pay and voluntary hours shall not be counted as sign-off hours. If no volunteers are available, the Employer will cancel the shift of the employee with the least amount of accumulated sign-off hours. Should two employees have the same amount of sign-off hours, the order of reverse seniority shall be utilized. Employees may elect to use vacation or floating holiday to cover these hours. Employees who receive at least twelve (12) hours' notice will not be paid sign-off pay. Employees who receive less than twelve hours' notice, but more than 2 hours' notice, will be paid:

8 Hour shift*	2 Hours of Sign-off Pay
10 Hour Shift	2.5 Hours of Sign-off Pay
12 Hour Shift	3 Hours of Sign-off Pay

*Employees whose shifts of less than 8 hours are canceled shall receive Sign-off Pay equal to 25% of the scheduled shift.

Employees who are notified of a shift-cancelation with less than 2 hours' notice, including after the shift starts, will receive a minimum of four (4) hours pay, which may consist of a combination of sign-off pay and/or hours actually worked.

h) Employees in MCH (OB/GYN, Nursery and Pediatrics):

Employees shall not be pulled to another unit. Employees shall float when needed to ensure the safety and security of patients and/or employees. MCH employees may be required to accept a sign-off notwithstanding any other provision of this Agreement, if no volunteers are available. A list will be used for mandatory sign-offs, based upon signed-off hours. MCH employees signed off involuntarily who are required to be on-call shall be paid on-call pay for the hours they were scheduled minus the four and one-half (4½) hours sign-off pay they receive. For example, if an employee is voluntarily signed off from a twelve (12) hour shift and is required to be on-call, the employee will be paid four and one-half (4½) hours sign-off pay and seven and one-half (7½) hours of on-call pay. Employees signed off of four (4) hour shifts shall receive 1 hour of sign-off. Employees signed off of shifts less than eight (8) hours who are maintained on-call will receive on-call pay. MCH employees who are signed off, maintained on-call and then called in will be paid straight time, unless they are entitled to overtime because of the number of hours worked in the week or pay period, as applicable. MCH employees may, at their discretion, use benefit time for hours lost in addition to receiving on call pay.

i) Employees must designate a phone number to be used by the Hospital to cancel shifts. When contacting an employee to cancel a scheduled shift, a voicemail message may be used as official notification. Upon mutual agreement between certain employee(s) and the Hospital, alternative methods may be used, such as text messages or email.

j) Employees who are in the process of cross-training or wish to float to another unit may request to do so in lieu of being signed off, as long as the opportunity to cross-train or the need for floating is present. This provision is not a guarantee that cross-training and/or floating to another unit will be provided when requested. Requests shall not be unreasonably denied.

Section 5.02 – Weekend work

The parties recognize that in order to function effectively, the Hospital must have a uniform system for scheduling employees and that the system must provide adequate staffing for the seven day a week, twenty-four hours a day operations inherent in the Hospital. The parties recognize also that a scheduling pattern which requires employees to work at times for a period of seven consecutive days as a normal work pattern is an undesirable but sometimes necessary aspect of hospital scheduling. It is the intent of the parties that, to the extent possible and consistent with the objective of maintaining staffing which the Hospital deems adequate, excessive use of such extended periods of normal work should be avoided. The parties recognize and agree that these scheduling topics are appropriate matters for discussion by the Labor Management Committee.

In no event shall an employee be required to work on three consecutive weekends (i.e., the employee will be off work Saturday and Sunday every third week) nor more than seven consecutive days without mutual consent of the Employer and the employee.

Employees shall be afforded every other weekend off in accordance with the terms set forth in this Section.

1. When consecutive weekends are necessary, the Hospital will seek volunteers. Employees who volunteer for and work consecutive weekends will be paid time and one-half (1 ½) their regular rate during the second weekend shift.
2. The Hospital may require employees to work up to one consecutive weekend per calendar year. Employees required to work consecutive weekends will be paid double their regular rate during the second weekend shift. Required consecutive weekends will be assigned on a rotational basis, beginning with the least senior employee.
3. For this purpose, the weekend for third shift employees is from 11:00 p.m. Friday to 7:00 a.m. Saturday and 11:00 p.m. Saturday to 7:00 a.m. Sunday.
4. Call in to work overtime on a weekend is not scheduled weekend work for this purpose.
5. Any employee who calls off for any reason on a scheduled weekend will be required to make up the time on a scheduled weekend off and this make-up time shall not be counted as scheduled time for purposes of paragraph 1.

The make-up requirement will be waived in the following circumstances:

- a) Employees on Bereavement Leave for one or both days of the scheduled weekend.
- b) Employees on approved written Leave of Absence.
- c) Employees on approved written vacation or holiday time

- d) Employees admitted for an in-patient stay in a hospital.
- e) Employees who, within forty-eight (48) hours of returning to work, provide written physician certification that they were medically unable to work for a spell of illness equal to or in excess of seven (7) consecutive calendar days. Approved vacation or holiday time may not be counted as part of the spell of illness.
- f) Employees may, within forty-eight (48) hours of returning to work, provide written physician certification that they were medically unable to work during a weekend, either partially or entirely, and thereby avoid the make-up requirement up to one time per calendar year.

Section 5.03 – Double shifts and Double-back

No employee will be scheduled for double shifts or double-back shifts without mutual consent of the Employer and the employee. A double shift is two consecutive scheduled eight hour shifts. A double-back shift is any two shifts with less than or equal to 8½ hours between shifts.

If an employee works a double back shift as defined in Section 5.03, he/she shall be paid one and one-half times his/her regular rate of pay for those hours on the second shift which fall within twenty-four (24) hours of the commencement of the prior shift.

Section 5.04 – Work schedule for Hospital Home Care Services

The work schedule of employees of Hospital Home Care Services shall be exempted from the requirements of Section 5.05.

Section 5.05 – Time clock

All employees shall use some form of automatic time recording device for time reporting purposes.

Section 5.06 – Mandatory overtime

Mandatory overtime shall not be required except in emergent circumstances and unanticipated critical needs, such as: unpredictable or unavoidable occurrences relating to healthcare delivery that require immediate attention, or any unforeseen emergency or disaster or other catastrophic event which substantially affects or increases the need for healthcare services. Examples of unforeseeable emergent circumstances include, but are not limited to, a local significant weather event causing disruption to operations; internal emergency secondary to a building or operating system failure; call-off occurrences at a level which significantly impedes the delivery of safe clinical care. Staffing issues should be discussed with supervisors first but may also be discussed at the Labor Management Committee meetings. The Hospital will seek volunteers before mandating overtime. Employees will not be mandated overtime outside their unit. Mandatory overtime will be assigned on a rotational basis beginning with the least senior employee. Mandatory overtime will not be used to fill existing holes in a posted schedule.

Section 5.07 - Floating

- a) Agency Staff shall be floated to other units in which they are competent within the scope of their contract with the Hospital prior to regular employees. Regular employees shall have the opportunity to fill open shifts prior to the scheduling of Agency Staff. Agency Staff shall be signed off prior to the sign off of regular employees.

- b) Casual staff shall be canceled and/or floated to other units in which they are competent as defined in Section 8.07, prior to regular employees.

Section 5.08 – Self-scheduling

The Hospital and the Union agree that where a majority of staff on a unit/work area vote to use self-scheduling, self-scheduling shall be used, pursuant to mutually agreeable guidelines/requirements.

Section 5.09 – Team Leader Differential

Team Leaders, including those working in the lab, will be paid a premium of \$1.50 per hour. The premium rate will increase to \$1.75 per hour effective January 1, 2022, to \$2.00 per hour effective January 1, 2023, and to \$2.25 per hour effective January 1, 2024. The Hospital will post Team Leader positions in accordance with seniority/job bidding provisions of the Agreement, prior to filling them.

Section 5.10 – Short-staffing

A bargaining unit member who believes his/her patient assignment or workload is inappropriate or unsafe shall notify the department/unit manager, or supervisor if the manager is not on duty, prior to completing a “short staffing form.” The manager or supervisor will immediately re-evaluate the assignment and take reasonable steps to alleviate valid concerns brought to their attention.

If a unit is experiencing short staffing during a shift due to acuity, call-offs, increased census, etc., the Hospital shall engage in reasonable efforts to add staff. These efforts shall include:

- 1) Assigning a float nurse, if available;
- 2) Pulling available qualified staff from other units;
- 3) Seeking volunteers using a secure digital platform by which all nurses who have expressed interest will be notified of shifts that become available after the schedule is posted;
- 4) Calling casual nurses to work;
- 5) Having supervisors work/assist; and/or
- 6) Adding additional ancillary resources.

A bargaining unit member who is unsatisfied with the manager or supervisor’s efforts to resolve the issue may submit a short staffing form to the Director of Nursing for review. This should not result in the supervisor/manager ceasing his/her response to the situation.

Any incidents or consistent trends reported by the short staffing forms, or otherwise by bargaining unit members relating to their staffing assignments, will be referred to Labor Management for review, discussion, and resolution. The Director of Nursing will engage the Union, and will make reasonable efforts to resolve the identified staffing issue in a timely fashion and will not be limited to waiting for the next Labor Management meeting before action is taken.

Action to resolve the problem will be initiated, at the latest, by the next Labor Management meeting. Any actions taken will be reviewed and discussed at the following Labor Management meeting.

**ARTICLE VI
REST AND MEAL PERIODS**

Section 6.01 – Rest period

All employees' work schedules shall provide for a paid fifteen minute rest period during each eight (8) hour work shift.

Section 6.02 – Lunch period

Except for those employed on a night shift, all employees shall be granted a one-half hour unpaid lunch period. The required hours of work shall be exclusive of this period.

Section 6.03 – Overtime and rest periods

Except in emergencies or when impractical, employees who are scheduled to work daily overtime in excess of two hours shall be entitled to a paid fifteen (15) minute rest period upon completion of two (2) hours of overtime work and shall be entitled to an additional paid fifteen (15) minutes rest period upon completion of each four (4) hours of overtime work after such break. Employees who are scheduled for regular shifts in excess of eight (8) hours shall be entitled to a second paid fifteen minute break during such extended shift.

Section 6.04 – Appropriate meal periods and compensation

Employees who are required to remain on duty during meal periods shall be compensated for this period at the appropriate rate of pay if their supervisor determines that they are unable to take an appropriate meal period later in the same shift. Employees will not work through their scheduled lunch without approval of the supervisor unless circumstances make it impossible to secure approval. An appropriate meal period is one granted between 11:00 a.m. and 1:30 p.m. for first shift employees or between 5:00 p.m. and 7:30 p.m. for second shift employees.

**ARTICLE VII
HOLIDAYS**

Section 7.01 – Holidays and Holiday Pay defined

- a) The following days shall be recognized as paid holidays for all regular full-time and regular part-time employees, subject to the eligibility requirements set forth below:

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

Employee's birthday (or alternate day off if it is a scheduled day off)

The Christmas Holiday shall be granted to each employee on an every other year rotational basis (at least), if requested, beginning with the most senior employees and the calendar year 2001. Christmas Holiday requests must be submitted by January 10th of each calendar year and will be returned by February 10th. Under no circumstances will an employee's being granted Christmas off automatically entitle the employee to use vacation time during Christmas week. The use of vacation time during the Christmas

week will be allowed only if operational needs allow it, in the sole discretion of the Hospital. Vacation requests shall not affect the application of this section. Other holidays shall be rotated equitably, to be determined at the unit level.

An employee required by the employer to work on his/her birthday shall be paid at one and one-half times his/her hourly rate for all hours worked on that day. An employee who requests and is granted the birthday holiday on a day other than his/her birthday shall be paid straight time for hours worked on his/her birthday. If an employee's birthday falls on one of the other holidays and the employee is required to work on that day, he/she shall be paid at one and one-half times his/her hourly rate for the hours worked and will receive two alternate days off.

A regular full-time employee who is hired on or after July 1, 1991 shall be credited with one floating holiday on the April 1 following completion of one year of service and with an additional floating holiday on each April 1 thereafter until reaching a maximum of five (5) floating holidays.

The floating day may be selected by the individual employee. Request for the date selected must be made at least two weeks in advance and approved by the Department Director. Approval will be based on adequate staffing for patient care and other requests for time off at the same time. In case of conflict of dates, the employee with the greatest bargaining unit seniority shall receive preference.

For those employees working on a regular Monday through Friday work week, Saturday holidays shall be celebrated on the preceding Friday and Sunday holidays shall be celebrated on the following Monday.

- b) Holiday pay for all eligible full-time employees who are not required to work on the holiday and not scheduled off shall be equal to eight hours pay at the employee's regular straight time hourly rate. This includes those employees regularly scheduled for ten (10) and twelve (12) hour shifts. Employees scheduled for ten (10) and twelve (12) hour shifts shall have the option to utilize vacation or floating holiday hours to compensate for the difference between the eight (8) hours of holiday pay and the ten (10) or twelve (12) hours regularly scheduled. Eligible full-time employees who are required to work on the holiday or whose regularly scheduled day off falls on the holiday shall, in lieu of holiday pay, receive an alternate day off with pay, which shall be scheduled by mutual agreement of the employee and the Hospital within eight (8) weeks after the holiday.
- c) All eligible part-time employees shall be paid holiday pay at their regular straight time hourly rate on the basis of their hours worked during the preceding calendar quarter in accordance with the following schedule:
 - (1) Employees who average 60-79 hours per pay period - 7 hours.
 - (2) Employees who average 40-59 hours per pay period - 5 hours.
 - (3) Employees who average 20-39 hours per pay period - 3 hours.

Part-time staff who work a minimum of 8 hours on a holiday shall receive 8 hours of holiday pay. Eligible part-time employees shall be paid for floating holidays on a pro-rated basis, such payment to be made at the same time their vacation payment is made.

- d) To be eligible for holiday pay, the employee must be a regular full-time employee or a part-time employee who worked an average of 20 or more hours per pay period during the preceding calendar quarter and must meet the following eligibility requirements:
1. He/she must work his/her last scheduled work shift before and his/her first scheduled work shift after the holiday, unless he/she is unable to work because of illness or injury certified by a doctor, death in his/her immediate family, illness of a spouse or child requiring hospitalization or mutually recognized disaster which prevents him/her from coming to work. In the case of an alternate day off, the day before - day after requirement shall apply to the alternate day off.
 2. He/she must work on the holiday, if scheduled, unless he/she is unable to work because of illness or injury certified by a doctor, death in his/her immediate family, illness of a spouse or child requiring hospitalization or mutually recognized disaster which prevents him/her from coming to work.
 3. He/she must be on the active payroll or on compensable leave.
 4. If he/she is a probationary employee, he/she shall forfeit holiday pay if he/she fails to satisfactorily complete his/her probationary period.
- e) Employees will not be paid for their unused floating holidays upon termination of employment.

Section 7.02 – Fixed holiday pay and alternate time off

If an employee works on any of the fixed holidays set forth in Section 7.01, he/she shall be compensated at one and one-half times his/her regular hourly rate for all hours worked on such holiday in addition to the alternate day off provided in Section 7.01(b) above. If the employee works more than eight hours on the holiday, the alternate day off provided in Section 7.01(b) shall be an amount of time equal to the time the employee works on the holiday. If an employee is on call on the holiday and is called in to work for more than eight (8) hours, he/she shall receive alternate time off for the hours worked in excess of eight (8).

Section 7.03 – Additional holiday scheduling

Once a schedule has been posted, if additional holidays can be granted on any unit shift, those additional holidays shall be granted first, to those who requested it and were denied, and then by seniority. No employee shall be pulled off his/her normal shift/unit to grant the additional holiday.

ARTICLE VIII SENIORITY

Section 8.01 – Bargaining Unit Seniority defined

Bargaining Unit Seniority is defined as the length of an employee's continuous full-time service or equivalent to full-time service at the Hospital in a position within this bargaining unit, measured from the employee's most recent date of hire. For this purpose "equivalent full-time service" shall mean part-time service calculated in the manner prescribed by Section 8.15 or a combination of continuous full-time service and part-time service calculated in the manner prescribed in Section 8.15. In calculating equivalent full-time service two thousand eighty (2080) hours of part-time service shall equal one year of full-time service.

Transfer Between Bargaining Units

Employees employed in a position within the PASNAP bargaining unit as of September 30, 2015 will retain their current bargaining unit seniority. After October 1, 2015, employees first employed in a position within any other bargaining unit at the Hospital will not have their other bargaining unit seniority transferred into the PASNAP bargaining unit. Hospital seniority will be used when calculating vacation and floating holiday time.

Section 8.02 - Probationary Period defined

The initial period of active continuous service shall be deemed a probationary period during which the employee shall have no seniority rights and may be discharged without recourse to the grievance or arbitration procedure. Upon satisfactory completion of his/her probationary period, which includes satisfactory completion of a competency assessment or evaluation and required by the Hospital, the employee's seniority shall date back to his/her most recent date of hire.

The probationary period for all full-time employees shall be three (3) calendar months except for employees whose positions require certification or licensure in which case the probationary period shall extend from hire until certification or licensure or three (3) calendar months, whichever occurs later. The probationary period for all part-time employees shall be the lesser of 520 hours worked or six (6) calendar months. The probationary period may be extended by written agreement between the Hospital and the Local Union for an additional period during which time the employee shall have no seniority rights and may be discharged without recourse to the grievance and arbitration procedure.

Section 8.03 - Job Transfers Professional Unit

Any vacancy or opening in the Professional Unit shall be posted for bids on Union bulletin boards provided for Union use pursuant to Section 22.02 from 8:00 AM on a given day through 8:00 AM on the sixth regular business day. The Hospital shall provide the Union copies of all job postings. Positions shall be posted as full-time or, if part-time, the position's full-time equivalency status shall be noted, along with specific fixed shifts and lengths, in accordance with Section 4.09. Interested employees may submit bids in writing to the Personnel Department during the posting period. Selection of the successful bidder shall be made on the basis of the bargaining unit seniority among qualified bidders. The Hospital shall maintain job descriptions and/or position qualifications for each position, which it may change in its discretion upon sixty (60) days' advance notice to the Union. No more than one (1) year of experience in IMSAC will

be required for positions in specialty units. Any bidder who is qualified, as defined in Section 8.07, within a six (6) week window of the posting date will be deemed a "qualified bidder." Within the Surgical Services, Emergency Care Center, and Maternal Child Health departments only, positions will be awarded first to qualified bidders who already hold positions within those departments, if any, regardless of FT/PT status. Once notified by the Hospital of his/her selection for a position, an employee will have twenty-four (24) hours to decide whether to accept the position.

Within six (6) weeks of an employee's acceptance of a position, he/she will have a trial period in the new position of three (3) consecutive shifts (five (5) consecutive shifts in MCH). Employees who hold positions in the unit or are currently cross-training or, during the prior five (5) years, cross-trained in the unit or held a position in the unit, will not be offered a trial period. If an employee who has accepted a position is unavailable to begin his/her trial period within six (6) weeks of accepting the position, the employee must then irrevocably choose between accepting the new position or his/her prior position. If the employee declines the position any time prior to or at the completion of the trial period, he/she may not again bid or request transfer for a period of thirty (30) days following the rejection, and the job will be awarded to the next bidder, if any. If the employee declines the new position, the position will be awarded to the next most senior qualified bidder, or if there are no qualified bidders, the Hospital may fill the vacancy or opening in any manner it deems appropriate. If the position remains open twelve (12) weeks after the initial job posting, the Hospital will repost the position for one round, five (5) business days.

The Hospital shall place the successful applicant in the new position within six (6) weeks after the awarding of the position, if feasible. In all cases, successful applicants shall be placed within twelve (12) weeks of the awarding of the position.

The Hospital shall provide a list of all open union positions monthly, typically at labor management meetings. The Hospital shall inform the Union of positions filled pursuant to this paragraph.

Section 8.04 – Orientation after transfer

After transfer under section 8.03, the employee will be given orientation appropriate to the transfer. Any employee so transferred may not again bid or request transfer for a period of six (6) months.

Section 8.05 - Job Transfer Requests

An employee may make a written job transfer request on a bid form in the Personnel Office for transfer to a position which may come available during the period of the employee's vacation or short term leave. Such a request shall be treated as a bid if the position becomes available during the period of leave or vacation. The request shall be void at the end of the period of leave or vacation.

Section 8.06 - Removal By the Hospital After Transfer

If an employee is removed from a position by the Hospital within the first ten (10) days worked after transfer pursuant to the preceding sections, he/she shall be returned to his/her former job. If he/she is removed by the Hospital or if he/she requests to be removed after more than ten (10) days worked, he/she will be placed by the Hospital in a vacancy for which he/she is qualified or

placed on layoff until such vacancy arises. To accommodate removals under this section, all vacancies created by the initial transfer may be filled but shall be deemed temporary until the ten days worked has expired.

Section 8.07 – Qualifications defined

“Qualifications” or “qualified” as used herein shall mean having sufficient skill, ability and physical fitness to go on a job and, after unit introduction, perform at least well enough to meet the minimum requirements of the job as set forth in the job description. Completion of cross-training, if competency has been maintained, normally will establish that an employee is qualified. Prior experience in a department will establish that an employee is qualified. Generally, training and experience that occurred more than two (2) years prior shall be given lesser consideration.

Section 8.08 - Demotion

Demotion is defined as the permanent removal of an employee by the Hospital from his/her present classification to an equal classification or a lower classification because of inadequate performance and shall occur only when the employee’s performance fails to fulfill the minimum requirements of the job.

Section 8.09 - Layoffs

A. In the event that indefinite layoffs become necessary, the Hospital shall decide the number of full-time and part-time employees to be retained in each position, shift and seniority group and shall accomplish the reduction to that number in accordance with the procedure defined in paragraph (b) of this section. In the application of the procedure established by paragraph (b) of this section, an employee whose position has been eliminated may exercise his/her seniority to displace another employee, provided he/she is qualified to perform the job of the employee displaced immediately, without orientation, and willing to accept the displaced employee’s schedule.

B. Indefinite Layoff Procedure:

1. The employee(s) so displaced, beginning with the most senior, shall have the right to exercise his/her seniority to displace:
 - i. The least senior employee in his/her Status (Full-time/Part-time), Classification, Seniority Group, & Shift. If unable to displace, then;
 - ii. The least senior employee in his/her Status, Classification & Seniority Group. If unable to displace, then;
 - iii. The least senior employee in his/her Status & Classification. If unable to displace, then;
 - iv. The least senior employee in his/her Classification, Seniority Group, & Shift. If unable to displace, then;
 - v. The least senior employee in his/her Classification & Seniority Group. If unable to displace, then;

- vi. The least senior employee in his/her Classification.
- C. In the event that an employee with five (5) or more years of seniority is unable to remain actively employed under the procedure set forth in section (B), notwithstanding their need for an orientation period, the employee may choose to displace one of the following:
- i. The least senior employee in IMSAC;
 - ii. The least senior employee in Behavioral Health; or
 - iii. An employee who has less than 6 months seniority, in a position previously held by the displaced employee during the last 2 years.
- D. Employees on layoff who wish to return to employment with the Hospital will be required to submit and maintain a shift assignment request form to be used in determining which employees shall be offered positions that become available.
- E. The seniority of employees placed on layoff shall be frozen as of the date of layoff for the period specified in Section 8.12.
- F. In lieu of the procedures defined in (B) of this Section, a job draft may be used upon mutual agreement of the Hospital and PASNAP. For example, the parties may agree to utilize a job draft when such an approach will expedite the layoff procedure.

Section 8.10 - Temporary Transfers

Floating

Floating is the temporary transfer of an employee outside of his/her unit when the employee is not assigned patients. An employee may be floated for all or part of a shift(s). After first seeking volunteers, the Hospital may involuntarily float, rotationally in reverse order of seniority, given consideration to the needs of both departments.

Floating may occur only after an employee has received a unit introduction. A unit introduction is the basic education and training necessary to allow employees to undertake basic nursing activities, short of accepting patient assignments. Unit introductions will be repeated/refreshed at the request of an employee. Having floating to a unit does not make the employee "qualified" when bidding on positions in that unit or constitute orientation to a unit.

Pulling

Pulling is the temporary transfer of an employee outside his/her unit when the employee is assigned patients. An employee may be pulled for all or part of a shift(s). Pulling may be scheduled in advance, but not to reduce the hours of an employee regularly assigned to that unit. After first seeking volunteers, the Hospital may involuntarily pull, rotationally in reverse order of seniority, giving consideration to the needs of both departments.

Pulling may occur only after an employee has completed cross-training, and as long as the employee has remained appropriately trained. Cross-training is advanced education and training provided to employees in an effort to fully train them as if they are assuming positions in the

unit. Having completed cross-training in a unit makes the employee qualified when bidding on positions in that unit as provided for in Section 8.03. However, if an employee has declined to be pulled, he/she will no longer be viewed as qualified, unless and until the employee has regained an appropriate level of training.

Employees who are pulled from their assigned unit shall receive a \$3.00 per hour premium.

Cross-Training Opportunities

When they arise, cross-training opportunities will be made available to employees who have previously formally indicated their interest on the appropriate form. If no employees have submitted cross-training forms, the opportunity will be publicized.

Employees will be selected for cross-training opportunities based on seniority, without regard to the FT/PT status. The Hospital reserves the right to deny an employee's request to participate in cross-training if it would unreasonably compromise the functionality of any department.

In the event the Hospital denies an employee's request for cross-training, it will meet with the Union to discuss the situation, upon its request. During the meeting, the Parties will explore reasonable efforts to accommodate the employee's request.

At any time, either the employee or the Hospital, in its sole discretion, may discontinue an employee's cross-training.

Pulling and Floating Between Different Rated Jobs

Only employees who are pulled to a higher rated job for four (4) hours or more shall receive the job rate of such job for the time spent on such job. If an employee is floated or pulled to a lower rated job, he shall continue to receive his/her regular rate of pay. If an employee is designated to act in a non-bargaining unit or management position for a period of eight (8) hours or more and agrees to do so, he/she shall be paid the team leader premium.

Section 8.11 - Transfers Out of the Bargaining Unit

If an employee accepts promotion or transfer to a non-bargaining unit job, his/her seniority shall be deemed frozen as of the date of such transfer. In the event that it becomes necessary for the Hospital to reduce the employee because of an economic reduction in the work force within one year or if the employee elects to return to the bargaining unit within one year, the employee shall be entitled to exercise his/her seniority to replace the least senior employee in his/her former classification and seniority group provided, he/she is qualified and meets competency standards as required by the Hospital. If the employee is removed from a non-bargaining unit position because of inadequate performance or for any reason after he/she has been out of the unit for more than one year, his/her right to return to the bargaining unit shall be determined at the sole discretion of the Hospital. If permitted to return the employee shall be reinstated to his/her former classification if there is an opening and if he/she is qualified and meets competency standards as required by the Hospital. If no opening exists he/she shall be recalled to the next opening in his/her classification.

Section 8.12 - Loss of Seniority

An employee's seniority shall be terminated by any of the following:

- a) Voluntarily quitting,
- b) Discharge for just cause,
- c) Layoff in excess of the employee's period of continuous service for employees with less than one (1) year of service,
- d) Layoff in excess of one (1) year for employees with one (1) to five (5) years of service,
- e) Layoff in excess of two (2) years for employees with more than five (5) years of service,
- f) Failure to report as scheduled from layoff (notice of recall shall be sent by certified mail to the employee's last known address and shall be mailed at least five (5) days prior to his/her scheduled return); the employee must respond within two (2) days after receipt of notice. The Hospital may proceed to recall another employee if no response is received within two (2) days after notice is received or seven (7) calendar days after mailing, whichever occurs first. However, where an employee's failure to report in accordance with this schedule is due to good cause, the employee's seniority will be recognized for six (6) months for the purpose of bidding into vacancies within the bargaining unit only. This provision shall not be applied to allow an employee who failed to report timely to challenge the Hospital's recall of another employee,
- g) Failure to return as scheduled from Leave of Absence or exceeding the maximum period of Leave of Absence,
- h) Accepting employment elsewhere while on Leave of Absence, except with the advance written approval of the Hospital,
- i) Absence without notifying his/her Department head or the Personnel office for three (3) consecutive days unless failure to notify is for good cause. A single such absence by a part-time employee will terminate seniority unless the employee notifies his/her Department Head or the Personnel office within twenty-four (24) hours of the beginning of the shift missed, unless failure to notify is for good cause,
- j) Knowing abandonment of a patient in need of nursing care. Abandonment is defined as the intentional deserting of a patient for whom the nurse is responsible.

Section 8.13 - Seniority Lists

A seniority list shall be prepared every six (6) months setting forth the names of employees in order of their bargaining unit seniority and the job classification of each employee. The Hospital shall also supply to the Union monthly a list of new hires and terminations. Such list shall show the person's name, classification, seniority group and date of hire or termination. The seniority list shall be posted on the appropriate Bulletin Boards. Employees hired on the same date will be

placed on the seniority list by lot and their relative seniority shall thereafter be determined by their position on the list.

Section 8.14 - Seniority Groups

For purposes of applying the various provisions of this Article, the following seniority groups are recognized:

Seniority Group	Job Classification	Position
ECC	RN	Staff RN ECC Coder
HHC	RN	Staff RN
Surgical Services	RN	Staff RN
MCH (OB/GYN, Nursery, Peds)	RN	Staff RN
Behavioral Health	RN	Staff RN
Case Management	RN/SW	Staff RN Staff SW
Medical Surgical IMSAC (3A/3B)	RN	Staff RN
CCU	RN	Staff RN
Cancer Center	RN	Staff RN
Laboratory	MT/MLT	Medical Technologist Team Leader – Blood Bank Team Leader – Chemistry Team Leader – Hematology Team Leader – Histology Team Leader - Microbiology

Section 8.15 - Part-time Employees

Seniority for part-time employees shall be maintained on the basis of accumulated hours worked since the most recent date of hire, as well as regularly scheduled hours which are canceled by the Hospital. All present part-time employees shall be credited with accumulated hours worked from their most recent date of hire to the date of this Agreement.

Part-time seniority shall be broken by the occurrence of any event which would be a break in the seniority of a full-time employee, pursuant to Section 8.11 or by a failure to work an average of thirty-two (32) hours per pay period for any four (4) consecutive pay periods. For this purpose, any time missed due to vacation or excused for *bona fide* illness shall be considered time worked. In applying this section, an employee's service will not be broken when the employee was not scheduled for thirty-two (32) hours because of the Hospital's needs.

The seniority of part-time employees shall be controlling among part-time employees in the event of vacation selection conflict.

The seniority of part-time employees shall be given the same effect as that of full-time employees in connection with job bids. For this purpose, 2080 hours worked shall equal one (1) year.

If a part-time employee moves to full-time, a full-time seniority date shall be calculated for such employee on the basis that 2080 hours worked equals one year of service.

If a full-time employee moves to part-time work, such employee shall carry his/her seniority credit with him/her on the basis of 2080 hours worked per year of service and if such employee returns to full-time employment a new calculated full-time seniority date shall be established for the employee on the same basis.

Under no circumstances shall any employee be credited with more than 2080 hours in any twelve (12) month period.

Section 8.16 – Number of employees per shift

It is recognized that the Hospital has the sole right to determine the number of employees to be assigned to any shift. If the vacancy or new opening is to be filled by an employee in the classification and no classified employee elects to take it, the least senior qualified employee in the classification and seniority group will be compelled to take it.

**ARTICLE IX
SICK LEAVE**

Section 9.01 – Earning sick leave credit

All regular full-time employees who have completed their probationary period shall earn 2.77 hours of sick leave credit for each bi-weekly pay period. Sick leave shall be earned by an employee for any month in which the employee is in compensable status for more than one-half the month. Employees shall be eligible to take such leave for reasons of personal illness or injury after one (1) year of non-probationary service with the Employer, provided such illness or injury is properly reported. For this purpose only, the probationary period shall mean three calendar months irrespective of the employee's actual probationary period. The use of sick time will be treated as FMLA leave if applicable.

Section 9.02 – Accumulation of sick leave

Employees shall earn sick leave from the completion of their probationary period and may accumulate paid sick leave up to a maximum of seven hundred and twenty (720) hours. Sick days may not be used when an employee is receiving Long Term Disability benefits. If a full-

time employee moves to part-time and is subsequently restored to full-time, the sick leave he/she had accumulated when he/she moved from full-time to part-time shall be restored.

Section 9.03 – First or second day of absence

Sick leave will not be paid for the first or second day of absence except when the employee is hospitalized or has a surgical procedure on those days. It shall be considered a new period of illness if an employee returns to work and begins a second shift.

Section 9.04 – Sick leave deducted in blocks of time

Sick leave used shall be deducted from accumulated sick leave in actual time used in increments of fifteen (15) minutes.

Section 9.05 – Doctor’s certificate/release

The Hospital may require a doctor’s certificate before an employee returns to work. Employees who are on paid sick leave other than the short term leave provided under Section 9.06 may be required to execute a release authorizing the Hospital to secure records and reports relating to the disabling condition from the employee’s physician(s), hospitals or other health care persons or organizations.

Section 9.06 - Short Term Sick Leave

- a) In addition to the foregoing sick leave, regular full-time employees shall be entitled to a maximum of twenty-four (24) hours of short-term sick leave in any calendar year. Such leave may be used for periods of illness not compensated under the preceding sections, including a one or two day illness or the first and/or second days of a long-term illness. Short-term sick leave is not cumulative but any unused short-term sick leave shall be added to the long-term sick leave accumulation up to the maximum set forth in Section 9.02.
- b) Part-time employees who have one (1) year of service as of January 1 of any calendar year shall be entitled to eight (8) hours of short-term sick leave during that year.

Section 9.07 – Pay for unused sick leave

Employees who have accumulated seven hundred and twenty (720) hours of sick leave as of December 31, and who have additional sick leave available which has not been used shall be paid for such time at the rate of thirty-five dollars (\$35.00) for each eight (8) hours of unused long-term sick leave. Employees with twenty (20) years of service will receive sixty dollars (\$60.00) for each eight (8) hours of unused long-term sick leave. Employees with twenty-five (25) years of service will receive seventy dollars (\$70.00) for each eight (8) hours of unused long-term sick leave. Employees who have unused short-term sick days at the end of the calendar year will be compensated for such days at one and one-half (1½) times the employee’s “base wage,” in increments of one (1) hour, in the first full pay period of the following year. However, employees must use up short-term sick days prior to using other types of paid time off for unscheduled absences. Such payment will be made not later than the first full pay period in the following calendar year, in a payment separate from employees’ regular pay. Upon retirement (requesting payment of a defined benefit payment, if applicable, within thirty (30) days of separation), the Hospital will make a one-time payment of one thousand dollars (\$1,000.00) if an employee has 720 hours of available, unused long-term sick time.

Section 9.08 – Effects of involuntary reduction on Sick Time Accrual

In the event that a full-time employee is involuntarily reduced to a part-time position or placed on a layoff by the Hospital and is recalled or bids into a part-time position, the employee shall retain the right to use long-term sick time they accrued as a full-time employee, with the following exceptions:

1. The employee fails to bid on a full-time opening for which they are qualified that they worked prior to the involuntary reduction or layoff; or
2. Eighteen (18) months elapse following the employee's involuntary reduction or layoff from their full-time position.

Section 9.09 - Transitional work for employees affected by compensable work related injuries

It is understood and agreed by and between the parties that:

1. Any employee disabled as a result of a work related injury may be offered a transitional work assignment or a temporary light duty work assignment if such work is available at the time
2. The specific duties assigned any such employee shall depend upon the following factors:
 - (a) Restrictions established by the treating physician and approved by a physician of the Hospital's choice,
 - (b) The education, training and qualifications of the employee,
 - (c) The work requirements of the Hospital at the time,
 - (d) Transitional work shall not be limited to the duties of the nursing units.
3. The duration of the transitional work assignment or the light duty work assignment shall be determined by the Hospital in light of the nature of the injury, the prognosis of the physicians involved and the continuing availability of appropriate work.
4. The Hospital shall designate a manager to monitor and supervise the transitional work program.
5. The objective of the program shall be to return the employee to his/her regular assignment at the earliest possible time with due regard for the safety of the employee.
6. The number of transitional work assignments or light duty assignments will be limited by the available work.
7. Assignments may consist of bargaining unit work, non-bargaining unit work or a combination of the two.

8. The employee will be paid at his/her regular hourly rate of pay and will receive benefits and seniority accrual appropriate to the hours worked or the contractual provisions relative to leave of absence, whichever is greater.
9. Transitional work assignments are recognized to be specifically designed for disabled employees and are exempt from the bidding and transfer request provisions of the Agreement.

ARTICLE X LEAVE OF ABSENCE

Section 10.01 – Unpaid leaves of absence

Employees shall be eligible for unpaid leaves of absence as hereinafter provided after one (1) year of service with the Employer. Employees who have completed six (6) months service with the Employer shall be eligible for unpaid leave of absence for the purposes hereinafter set forth but their seniority shall be frozen at the commencement of such leave and upon the termination of such leave the Employer shall be obligated only to offer such employees recall to the next opening in their classification. Employees who have four (4) months service with the Employer will be eligible for unpaid medical leave of absence only for a period of up to eight (8) weeks. The leave in the prior sentence will be handled the same as the leave described for 6 month employees in the second sentence of this section 10.01.

Section 10.02 – Seniority and requests for leave of absence

Seniority shall continue to accrue during the first six months of a leave of absence. Thereafter, for the duration of the leave of absence, the employee shall accrue no further seniority. All requests for leave must be submitted in writing to the Department Head and the Director of Human Resources and shall be answered in writing promptly. A request for medical leave shall be accompanied by a physician's statement setting forth the reason for leave and the approximate time required. Requests for emergency type leaves shall be answered before the close of business on the first regular work day after the request is made. Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

Requests for any type of leave to which an employee is entitled under this Agreement and which is not to exceed one (1) month shall be answered by the Employer within five (5) days. If the requested leave is in excess of one (1) month, the requests shall be answered within ten (10) days. Any response granting a leave of absence shall specify the date on which the leave is anticipated to start and terminate and a copy of such response shall be sent to the Union President. At least fourteen (14) days prior to the expiration of the contract maximum period of any Leave of Absence the employee will be given notice of the expiration by certified restricted mail to the employee at his/her last known address.

Section 10.03 – Leaves Without Pay defined

The following shall be considered to be leaves without pay:

- a) Employees may be granted personal leaves without pay at the sole discretion of the Employer for any reason for a period not to exceed one (1) year. It is

specifically understood that granting such leave in any case will not constitute a precedent for granting such leave in any other case regardless of the similarity of the leave request or the circumstances involved. Employees granted leave under this subsection shall be required to use their vacation time prior to such leave. Leave requests shall be submitted to Department Managers.

- b) Employees shall be granted leaves of absence without pay for a period not to exceed one year (two years if the employee has five or more years of continuous service) when an employee is unable to work because of any physical disability and the employee has exhausted his/her sick leave benefits. Unused current vacation and floating holiday time must be used prior to the commencement of any unpaid portion of a disability leave. Employees will be permitted to exempt up to forty hours from this provision. If the leave is occasioned by a work related disability, the employee will not be required to use sick leave benefits. Disability leave will run concurrently with FMLA leave, if applicable.
- c) Employees who are selected or appointed by the Union to participate in seminars, educational programs or other official union conferences or conventions shall, at the written request of the employee, be granted leaves without pay for the period required but not to exceed one (1) week where such leave will not unduly interfere with the Hospital operations. Requests for such leave will be submitted to the Director of Human Resources. The total of such leaves shall not exceed forty-five (45) person days per year unless additional time is specifically approved by the Director of Human Resources.
- d) In addition to any leave to which an employee may be entitled under sub-section (b) above by reason of disability related to pregnancy or birth, maternity leaves, not to exceed six (6) months, shall be granted at the request of an employee. Maternity leaves may, upon the request of the employee and at the discretion of the Employer, be extended or renewed for a period not to exceed six (6) months. If the absence qualifies, long-term sick, followed by unused current vacation and floating holiday time, must be used prior to commencement of any unpaid portion of a maternity leave. Employees will be permitted to exempt up to forty hours from this provision. In no event shall the total period of leave under this sub-section or sub-section (b) or a combination thereof exceed the maximum leave permitted by sub-section (b). Unpaid paternity leaves of absence shall be granted for an identical period of time, provided that the mother is not on leave from the hospital simultaneously. Maternity leave will run concurrently with FMLA leave, if applicable.
- e) Any employee who is drafted or who enlists in the active military service of the United States shall be afforded such reinstatement rights as are provided him/her by applicable federal or state law at the time of his/her return and request for reinstatement.
- f) Employees shall be granted leaves of absence without pay for a period of not less than one nor more than two years for the purpose of engaging in a hospital

approved course of study which will qualify him/her for an existing position at the hospital. No more than ten employees from the Hospital and no more than one per twenty-five employees from any department may be on such leave at one time. No employee may take such leave more than one time in any five year period. A leave of this type but for a period of less than one year may be granted at the sole discretion of the Hospital. The employee's reinstatement rights, if any, shall be only to the job he/she left at the time such leave commenced.

- g) An employee will be granted leave pursuant to the Family and Medical Leave Act when he/she presents a proper written request accompanied by a medical certification that he/she is required to attend to a serious medical condition of the employee or his/her parent, spouse or child as defined by the Act. The leave will be subject to the following:
 - 1) The Hospital will use a rolling twelve (12) month look-back when determining employee eligibility for FMLA leave.
 - 2) Unused current vacation and floating holiday time must be used prior to the commencement of any unpaid portion of FMLA leave. However, the employee may reserve up to one week total of vacation and/or floating holiday time during such leave.
 - 3) Notwithstanding any other provision of this Agreement, any absence from work which constitutes Family and Medical Leave Act leave under the Act will be treated as such and will be counted against an employee's annual twelve (12) week entitlement.

- h) If an employee qualifies for Family Medical Leave Act leave under the Act to attend to a serious health condition of a parent, spouse or child, but the employee has, earlier during the calendar year, exhausted his/her Family and Medical Leave Act entitlement, the employee shall be permitted up to eight (8) weeks of personal leave to care for a parent, spouse or child. Unused current vacation and floating holiday time must be used prior to the commencement of any unpaid portion of a leave taken pursuant to this Section (h). However, the employee may reserve up to one (1) week total of vacation and/or floating holiday time during such a leave. Leaves provided for under this section will be unpaid and without Hospital paid for benefits unless the employee is using current vacation or floating holiday time.

- i) When employees become disabled as a result of work-related injuries, they are entitled to disability leave of absence pursuant to Section 10.03 for a period not to exceed one year for employees with less than five years of service or two years for employees with five or more years of service. At the conclusion of that period, the employee's seniority is to be terminated. The parties have agreed to a special seniority arrangement for employees so affected which delays termination of the employee's seniority for one additional year. Specifically, such employees shall be handled in the following manner:

- a) The employee's name shall be removed from the seniority list but his/her seniority shall remain frozen and his/her name will be placed on a special preferential re-hiring list.
- b) The employee's name shall remain on the preferential re-hiring list for a period of one year.
- c) If the employee becomes able to return to active employment at any time during the preferential re-hiring period, the employee shall immediately notify the Hospital of his/her availability to return to work.
- d) If an opening occurs in a position for which the employee is qualified, the employee will be offered the opportunity to return to that position. If the employee elects to return, he/she shall be restored and a calculated seniority date shall be established for him/her based upon the amount of seniority accrued at the time the employee's seniority became frozen. For job bidding purposes thereafter, the employee shall be deemed to be in the Department from which he/she went on leave of absence, irrespective of his/her actual assignment, until such time as he/she shall bid to another position.
- e) If, upon recall, the employee elects not to return, his/her seniority shall be terminated and his/her name shall be deleted from the preferential re-hiring list.
- f) If any employee has not returned to active employment upon termination of the preferential re-hiring period, his/her seniority shall be terminated on that date.
- g) No benefits will be continued at Hospital expense during the preferential re-hiring period but employees shall be afforded COBRA continuation rights for the period.

Section 10.04 – Reinstatement after a leave of absence

When a leave of absence for a period of up to twenty (20) weeks (up to twenty-six (26) weeks in the case of 10.03(d) maternity/paternity leaves) or less is granted under this Article, the employee will be reinstated to a job in his/her classification on his/her previous shift or rotational assignment and in his/her department upon his/her return from leave of absence if he/she is qualified.

In cases of leave in excess of up to twenty (20) weeks (up to twenty-six (26) weeks in the case of 10.03(d) maternity/paternity leaves), the employee, upon expiration of the leave, shall be reinstated to his/her former classification if there is an opening. If no opening exists, he/she shall thereafter be recalled to the next opening in the classification which he/she must accept or forfeit his/her recall rights. The employee will be given the opportunity to accept reinstatement to the highest paid existing opening for which he/she is "qualified" and he/she may, but is not required to, accept such opening. If he/she accepts such opening, he/she will thereafter be returned to his/her former classification as soon as an opening occurs.

In the sole unreviewable discretion of the Hospital, the above twenty (20) week period may be extended by up to an additional twelve (12) weeks.

Periods of leave attributable to the same reason(s) will be treated as one continuous leave, unless interrupted by at least four (4) consecutive weeks of work.

ARTICLE XI BEREAVEMENT LEAVE

Section 11.01 – Maximum days off

In the event of a death in the immediate family of a regular employee who has completed his/her probationary period, the employee shall be granted paid time off work in accordance with the following:

- a) In the case of a full-time employee who works eight (8) hour shifts, the employee's next three (3) scheduled work days following the date of death or, at the option of the employee, the next two (2) scheduled work days following the date of death and one (1) day to attend a subsequent memorial;
- b) In the case of a full-time employee who works ten (10) or twelve (12) hour shifts, the employee's next twenty-four (24) scheduled hours following the date of death or, at the option of the employee, one (1) scheduled shift following the date of death and one (1) scheduled shift to attend a subsequent memorial;
- c) In the case of a part-time employee, any scheduled work hours which fall during the next seven (7) calendar days to a maximum of twenty-four hours or three (3) days.

In case of the death of the parent, spouse, minor child's parent, child or stepchild of the employee, the paid time off work shall be increased to five (5) scheduled work days under paragraph (a), forty (40) hours under paragraph (b) and forty (40) hours or five (5) days under paragraph (c).

All employees may take an additional 24 hours of scheduled work time either unpaid or using personal, floating holiday, or vacation time, if their absence does not create operational difficulty for the Hospital.

For purposes of this section, immediate family means an employee's spouse, parent, substitute parent, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law, current stepchild and current stepparent. Reference to "in-laws" extends only to designated spouses of the employee's relatives and to designated relatives of the employee's current spouse or of the deceased spouse of an unmarried employee. The term "in-laws" in the preceding sentence includes only those "in-laws" specifically listed in this paragraph. Employees will be permitted to use vested vacation or floating holiday time to attend the funeral of an aunt, uncle, cousins, niece, or nephew if their absence does not create operational difficulties for the Hospital. In the event the employee has no unscheduled, available vacation time or floating holiday time, the employee may elect to be absent without pay or to use a day of vacation or floating holiday time from the subsequent year.

ARTICLE XII VACATIONS

Section 12.01 – Requests for vacation

Vacations earned as of the Vacation Year Start date will be scheduled between the Vacation Year Start date and the following Vacation Year End date (refer to Section 12.04). Vacation time off must be scheduled in advance and must be approved by the Department Head. The process of scheduling vacation time off will begin January 8. The Hospital will make available calendars on which employees may designate up to fifteen (15) days of vacation (120 hours or 108 hours for 36-hour employees), plus any vacation carried over pursuant to section 12.03, in increments of 5 or more consecutive days (40 hours or 36 hours for 36-hour employees). Each employee, in order of seniority, will have 48 hours to select their desired vacation time before the next employee may select. This process will be completed by February 15th. Part-time employees who designate full-weeks of vacation time through this process will use paid hours at the rate at which they earned them, as provided for in Section 12.09. Next, the calendars will be made available to employees, in the same order, to allow employees to designate up to two additional periods of vacation, in full-day increments. Once the vacation schedule is finalized, a nurse may schedule a floating holiday at the beginning or end of their vacation time. This process will be completed by March 1st. In cases of a conflict in such requests within a seniority group, preference shall be determined by bargaining unit seniority. Once approved in this manner, a vacation can only be cancelled by the Employer if there is a *bona fide* emergency situation for which coverage cannot otherwise be acquired. Following this scheduling process, employees may substitute floating holiday and/or alternate holiday time for scheduled vacation time. Any vacation time off requested after March 1st, must be requested in writing, dated, no more than sixteen (16) weeks in advance, and will be scheduled as time is available and seniority preference will not apply. Such requests will be treated on a first come first served basis. The Hospital will approve or deny such requests in writing within five (5) work days after the request is submitted. Once approved, vacation calendars shall remain posted and will be updated regularly.

If an employee schedules vacation pursuant to the above paragraph in conjunction with what was anticipated to be his/her scheduled weekend off, and has their weekend involuntarily changed, the Hospital will arrange for coverage such that the employee will not have to work. Changes to weekend schedules because an employee bids on a different position are not “involuntary changes.”

Section 12.02 – Vacation pay in lieu of vacation

Vacations are not cumulative except as provided in Section 12.03. Employees who are unable to use their annual vacation entitlement will be paid for up to one hundred (100) hours of their remaining vacation time. Any unused vacation in excess of one hundred (100) hours will be forfeited.

Section 12.03 – Extended vacation

Employees may elect to carry over any part of their vacation entitlement in any year and accrue a maximum of such carried-over weeks which is not more than one year’s entitlement for the purposes of taking an extended vacation in a subsequent year subject to the following:

- a) In no event may an employee take more than four hundred (400) hours vacation in any vacation year.
- b) The election to carry-over vacation must be made during the first round of the 12.01 vacation selection process, but shall not count as a selection.
- c) Extended vacation must be taken in the year designated.
- d) Extended vacation may be taken only one time in a five year period.

Section 12.04 – Vacation eligibility date

Vacation eligibility date shall be the Vacation Year Start date of each year and on that date all earned vacations shall vest. The following annual period shall be used as the Vacation Year Start dates and Vacation Year End dates for Floating Holiday and Vacation Purposes:

Vacation and Floating Holidays

<u>Start Date</u>	<u>End Date</u>
3/28/2021	3/26/2022
3/27/2022	3/25/2023
3/26/2023	3/23/2024

Section 12.05 – Pro-rated vacation

Employees with less than a full year but one month or more of continuous service on the Vacation Year Start date will have their initial vacation time computed on a pro-rated basis, based on the number of complete months worked, counting from the date of employment until the Vacation Year Start date. Thereafter, employees with one (1) year or more of continuous service as of the Vacation Year Start date will be entitled to the vacation benefits as set forth below.

Years of Continuous Service	Annual Vacation Entitlement
1 year	80 hours
5 years	120 hours
15 years	160 hours
22 years	200 hours

The following is applicable only to employees who began employment on or before July 1, 2016. Employees who have completed 4 years, but less than five years of continuous service as of the Vacation Year Start date will be entitled to 10 working days of vacation plus a pro-rated portion of an additional 5 working days of vacation based on the number of full calendar months from their 4 year anniversary until the Vacation Year Start date. Employees who have completed 14 years but less than 15 years of continuous service as of the Vacation Year Start date will be entitled to 15 working days of vacation plus a pro-rated portion of an additional 5 working days of vacation based on the number of full calendar months from their 14 year anniversary until the Vacation Year Start date. Employees who have completed 21 years but less than 22 years of continuous service as of the Vacation Year Start date will be entitled to 20 working days of

vacation plus a pro-rated portion of an additional 5 working days of vacation based on the number of full calendar months from their 21 year anniversary until the Vacation Year Start date.

Section 12.06 – Holiday during vacation period

When a holiday falls during the employee’s vacation, the employee shall take the holiday and shall be entitled to take another vacation day off with pay outside the vacation period or he/she may elect to take an additional day’s pay in lieu of time off.

Section 12.07 – Vacation pay and termination

Employees who quit without having given proper notice shall forfeit their accrued vacation pay but not their vested vacation pay. Employees who are discharged for cause shall forfeit both the accrued vacation pay and their vested vacation pay. Proper notice of intent to quit is defined to mean notice in writing to the Department Head at least two weeks in advance.

Section 12.08 – Pro-rated vacation due to absence

A permanent employee who was absent one (1) full calendar month or more on non-compensatory leave of absence will receive a pro-rated vacation based on months worked from the Vacation Year Start date through the following Vacation Year End date. Credit for the month will be given if more than half the month was spent in compensable status.

Section 12.09 – Part-time vacation pay schedule

- a) Part-time employees will receive vacation with pay based on the number of hours worked during the vacation year, (Vacation Year Start date through Vacation Year End date) in accordance with the following schedule:

Hours Worked	1 Year		5 Years		15 Years		25 Years	
	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid
520-692	20	60	30	90	40	120	50	150
593-866	27	53	40	80	53	107	66	134
867-1039	33	47	50	70	67	93	84	116
1040-1212	40	40	60	60	80	80	100	100
1213-1386	47	33	70	50	93	67	116	84
1387-1559	53	27	80	40	107	53	134	66
1560-1732	60	20	90	30	120	40	150	50
1733-1906	67	13	100	20	133	27	166	34
1907-2079	73	7	110	10	147	13	184	16
2080-more	80	0	120	0	160	0	200	0

For purposes of this determination, the vacation year shall be deemed to include the most recent 26 consecutive bi-weekly pay periods ending on or before the Vacation Year End date.

- b) All other vacation eligibility rules are the same as for full-time employees.
- c) Employees transferring from part-time to full-time status (or vice versa) during the year (Vacation Year Start date through the following Vacation Year End date) may have their

vacation computed on number of months worked as full-time employee or by the part-time method, whichever results in the greater amount of vacation.

- d) Payment of vacation pay shall be made by separate paycheck at the time of the employee's scheduled time off pursuant to Section 12.10. Any part-time employee who requests pay in lieu of time off shall receive such pay by separate paycheck the first pay in May.

Section 12.10 – Part-time employees and unpaid vacation

All part-time employees who are eligible for vacation pay pursuant to Section 12.09 will be entitled to two calendar weeks off without pay during the vacation year, such time to be scheduled in advance and approved by the Department Head.

Part-time employees with ten (10) or more years of service but less than fifteen (15) years as of April 1 shall be entitled to three (3) weeks off without pay, employees with fifteen (15) or more years of service but less than 22 years as of the Vacation Year Start date shall be entitled to four (4) weeks off without pay, and employees with twenty-two (22) years of service or more as of the Vacation Year Start date shall be entitled to five (5) weeks off without pay, such time to be scheduled in the same manner as the two weeks for lesser service employees.

**ARTICLE XIII
WAGES**

Section 13.01 – Wage schedule

All employees shall be paid wages in accordance with the schedules attached hereto and marked Appendix C, except as provided for in Section 13.06. All paid hours will count toward longevity premiums.

The Hospital shall establish and maintain a structured Clinical Ladder program(s) to incentivize professional development and differentiating between levels of professional expertise. Employees may apply for placement in one of four levels in the clinical ladder. Employees who advance from Level 1 to Level 2 will receive a \$1.00 hourly premium; from Level 2 to Level 3 will receive a \$2.00 hourly premium; and from Level 3 to Level 4 will receive a \$3.00 hourly premium. Each increase would be inclusive of hours attributable to paid time off. Full details of the proposed program would be maintained in the *WGH Clinical Ladder Guidelines*. The Hospital may change any aspect of the program in its discretion after 60 days' advance notice to the Union, and after receiving input from the Union, if any.

Section 13.02 – Job rate

No rate other than those set forth in Appendix C may be paid employees except as mutually agreed upon.

Section 13.03 – Job evaluation plan/job descriptions

- a) The Job Evaluation plan currently in effect in the Hospital is hereby made a part of this Agreement.

- b) The job descriptions and classifications currently in effect for each job shall remain in effect unless the Hospital shall change the job content of any job to the extent that it falls into another labor grade.
- c) If a job is so changed or if a new or combined job is established, the following procedure shall be used:
 - (1) The Hospital will develop a description and evaluation in accordance with the job evaluation plan.
 - (2) The proposed description and evaluation shall be submitted to the Union for approval. If the parties are unable to agree on the evaluation within fifteen (15) days, the Hospital may implement the proposed description and evaluation.
 - (3) The Union officers or any affected employee may file a grievance contesting the evaluation at any time within twenty (20) days after the effective date of the New or Revised Job. Such grievance may be filed directly at the Second Step of the grievance procedure. If no such grievance is filed, the description and evaluation shall become permanent.
 - (4) If a grievance is filed and processed to arbitration pursuant to (c) above, the parties shall prepare and sign a stipulation setting forth the factors and degrees in dispute. Once submitted to arbitration, the issues shall be limited to the factors and degrees in dispute. The Arbitrator shall be qualified and experienced in job evaluation cases and shall resolve the issues in accordance with the Job Evaluation Plan and his/her decision shall be effective as of the date the Job Description and Evaluation were implemented.
- d) When a job description and/or evaluation is revised it shall be submitted to the Union and the affected employee prior to implementation, provided, however, that no employee shall refuse to perform any function because it is not in his/her job description.

Section 13.04 – Performance payments

The Hospital will provide the Local Union and PASNAP with quarterly unaudited operating statements of revenues and expenses which reflect the Hospital's quarterly and fiscal year-to-date operating income (loss). These statements will be provided within 30 days of the close of each quarter.

Section 13.05 – Patient Satisfaction Bonus

If the Hospital's annual hospital-wide Patient Satisfaction score (defined by Press Ganey all hospital data base percentile report scores per fiscal year per service line) increases by 10 national percentile points or greater (from the prior base year) in each successive fiscal year covered by this contract, the hospital will pay each eligible bargaining unit employee an annual Patient Satisfaction Bonus of \$200.00 to full-time employees and \$100.00 to part-time employees. Payment shall be made in the first full pay period (to eligible bargaining unit employees on the payroll as of that date) after the hospital's receipt and compilation of all that fiscal year's Patient Satisfaction scores. These hospital wide and/or unit/department specific scores shall not be used as a basis for disciplining individual members of the bargaining unit.

Section 13.06 – New employee wage increase

The Hospital may choose to credit certain hires with service hours for prior actual experience for wage rate purposes only, not to exceed the ten years of service level. The Union shall not grieve the Hospital's award or non-award of such experience credit. Nor shall the Union have the right to assert that an employee(s) is entitled to credit for service hours because the Hospital awarded service hours to other employees, regardless of the similarity of circumstances.

Section 13.07 – Pay corrections

Employees will have the opportunity to review and confirm the accuracy of their time cards electronically prior to the calculation of each pay. If they elect to do so, but errors are made by the Hospital in the calculation of the employee's pay, a corrective payment will be made within five (5) business days following the employee's bringing the error to the attention of the Hospital. Otherwise, corrective payments will be made on the subsequent regular payday.

**ARTICLE XIV
CALL-TIME**

Section 14.01 – Call pay

Employees on a "call-time" or "availability" list shall be paid a call fee in the amount of four dollars (\$4.00) per hour. Employees who are receiving call pay and whose worked hours have been reduced below 40 hours in a given week (or below their FTE equivalent level for a part-time employee) will be paid at the rate of \$5.00 per hour for the number of hours by which they fall below 40 or their FTE equivalency, for part-time employees, effective January 2, 2022. In addition, such employee shall be provided a minimum of one hour's pay at one and one-half times his/her regular rate each time he/she is called out.

Section 14.02 – Called in – not on list

Any employee who is not on a "call time" or "availability" list and who is called in to work outside his/her regular shift shall be guaranteed a minimum of three (3) hours pay at his/her regular straight time rate. This provision shall not apply to the early commencement of the employee's regular shift.

Section 14.03 – On-call availability

When a nurse is "on-call" that nurse must be able to be at the Hospital within thirty minutes from the time called in.

Section 14.04 - On-call in HHC and OR

For an employee taking "on-call" time in HHC or OR and called-in between the hours of 11:20 p.m. on Sunday through 7:00 a.m. on Friday, and if required to work at least three hours during said call-time, and if required to work the immediately following shift, then the employee shall be permitted to leave work during the immediately following shift two hours early, if scheduling permits by mutual agreement.

When an employee is scheduled to be "on-call" for an entire weekend, (beginning Friday at 11:20 p.m. through Monday at 7:00 a.m.), and is called-in in excess of twenty-four (24) hours, then the employee shall have the option of taking one day off, without pay, during the same pay

period. This arrangement shall be by mutual agreement between the employee on-call and the department supervisor.

ARTICLE XV GRIEVANCES-ARBITRATION

Section 15.01 – Grievance initiation

In the event of any dispute between the Hospital and the Union or any employee concerning the meaning or application of the express terms of this Agreement, a grievance may be filed and processed through the following procedure to resolve the dispute. No employee may initiate a grievance unless he/she has discussed the problem with his/her immediate supervisor at some time after the event giving rise to the grievance. The employee may have his/her Professional Employee Representative present for that discussion.

Section 15.02 – Grievance procedure time-line

Grievances shall be processed in the following manner:

- FIRST: Within thirty (30) days from the occurrence of the event giving rise to the grievance, the employee may reduce the grievance to writing on a mutually agreeable form, sign it and submit it to his/her department head. The department head shall have a meeting with the employee and his/her Professional Employee Representative to discuss the grievance within five (5) days after receiving the grievance. The department head will give the employee a written answer to the grievance within five (5) days after such meeting.
- SECOND: If the grievance is not satisfactorily resolved at the First Step, the Local Representative may, within five days, submit the grievance to the Director of Human Resources. Within five (5) days after receiving the grievance, the Director of Human Resources will hold a meeting to discuss the grievance. This meeting may include the Director of Human Resources and such other management representatives as he/she deems appropriate and one aggrieved employee, his/her Professional Employee Representative, the Local Union President or his/her designee, one other representative of the Local Union and a representative of PASNAP. Within 15 days of the close of the meeting, the Director of Human Resources will give a written answer to the Local Representative.
- THIRD: Within ten (10) days after the answer at the Second Step, the parties may mutually agree to a mediation meeting to include the Second Step participants and a representative of the Federal Mediation and Conciliation Service to attempt to resolve the dispute.
- FOURTH: If the answer at the Second Step or at the Third Step meeting, if one is held, fails to resolve the grievance, then, within thirty (30) days after said answer, either party may notify the other in writing of its desire to arbitrate the grievance as hereafter set forth.

Section 15.03 – Failure to comply with time limits

If the aggrieved employee or the Union shall fail to comply with the time limits set forth, the grievance will be deemed abandoned or settled in accordance with the last answer given. If the Hospital shall fail to answer within the time prescribed, the Union may either process the grievance automatically to the next step or submit a written request for an answer personally to the Hospital Director of Human Resources requesting that an answer be given within five (5) days after such request. If such request is submitted and no answer is given within five (5) days thereafter, the grievance shall be deemed settled in favor of the aggrieved employee.

Section 15.04 – Extension of time limits

The time limits at any step may be extended by the written consent of the appropriate representative of the adverse party.

Section 15.05 - Arbitration

- A. If either party desires to refer a grievance to arbitration, said party shall give written notice of its intent to arbitrate to the other party within the thirty (30) day period referred to in the Fourth Step. The parties shall attempt to agree upon an Arbitrator but if no agreement is reached within ten (10) days after the above mentioned notice shall have been given, either party shall have the right to request a panel of seven (7) arbitrators from the American Arbitration Association, the Arbitrator to be a member of the American Academy of Arbitrators. If the parties are unable to agree upon an arbitrator from the panel, either party may request a second panel from which an arbitrator shall be selected. The parties shall alternately strike names from the second panel until one remains. Said remaining person shall be the Arbitrator.
- B. The power and authority of the Arbitrator shall be limited to the interpretation and application of the provisions of this Agreement, and he/she shall have no power or authority to add to, detract from, alter or amend said Agreement in any way, nor shall arbitration or the power or authority of the Arbitrator extend to differences with respect to the negotiation of a new agreement.
- C. The decision of the Arbitrator on a matter properly before him/her, within the limits of his/her jurisdiction, shall be final and binding on the parties hereto.
- D. The fees and expenses incident to the services of the Arbitrator, including the cost of the transcript of the proceedings, shall be shared equally by the parties.

Section 15.06 – Arbitration involvement and pay

Any employee involved in any of the joint meetings in the grievance procedure during his/her scheduled working hours will be paid at his/her normal rate of pay for any working time lost for attending such meetings. The Hospital will pay up to two (2) employees designated by the Union at their regular straight time hourly rate for time spent as Union witnesses or observers at an Arbitration hearing.

Section 15.07 – Grievance relating to discharge

Any grievance relating to a discharge case must be filed not more than seven (7) days after the discharge or it shall be null and void. Any such grievance may be filed directly at the Second

Step of the grievance procedure. A Second Step meeting shall be held within three (3) days after receipt of the grievance and an answer shall be given within five (5) days after such meeting.

Section 15.08 – “Days” defined

The term “days” as used in this Article shall be deemed to exclude Saturdays, Sundays and Holidays.

**ARTICLE XVI
NO STRIKE-NO LOCKOUT**

Section 16.01 – Union/Hospital agreement

The Union agrees that there shall be no strike, slow down or other concerted activity which shall interrupt or interfere with operations of the Hospital. The Employer agrees that there shall be no lockout during the term of this Agreement. All grievances shall be considered carefully and processed promptly in accordance with the applicable procedures of this Agreement.

Section 16.02 – Union/Hospital responsibility

In the event of any strike, slow down or other proscribed concerted activity, the Union shall make immediate, sincere and diligent effort to terminate such activity and any employee or employees taking part in, causing or inciting any such improper activity may be subjected to disciplinary action including discharge. Such disciplinary action need not be the same for all such employees irrespective of the extent of their involvement, provided, however, that in the event of any arbitration arising out of such disciplinary action, the Employer shall be required to establish just cause for its action.

**ARTICLE XVII
DISCIPLINE**

Section 17.01 – Just cause

The Employer shall not discharge, suspend or discipline any employee without just cause. In the event of any discharge or suspension, the Employer shall, within 24 hours of such action, give a letter to the employee with a copy to the Union President, setting forth the fact of discharge or suspension and the grounds for such action. The Hospital reserves the right to suspend or dismiss any employee who is conditionally hired and fails to achieve required certification per their job description.

Section 17.02 - Grievance procedure – discharge/suspension over 5 days

Any grievance over a discharge or a suspension for a period in excess of five (5) days must be initiated at the Second Step of the grievance procedure as set forth in Section 15.02 within seven (7) days after the action has been taken by the Employer. In any discharge case, the parties may, by mutual consent, waive the grievance steps and proceed immediately to arbitration.

Section 17.03 - Grievance procedure – suspension 5 days or less

Any grievance over a suspension for a period of five (5) days or less may be processed through the normal grievance procedure.

Section 17.04 – Discipline in private

The employer shall not discipline or reprimand employees in the presence or within the hearing of the public or other employees except where the presence of another employee is required by the circumstances or where the employee has exercised his/her Weingarten rights. Any union member is entitled, upon his/her request, to have a Professional Employee Representative present at any meeting where the employee has a reasonable belief that the meeting may result in disciplinary action. Another bargaining unit employee will not be invited into these situations except at the request of the employee. Two management employees may participate in these situations at any time.

Section 17.05 – Progressive discipline

In progressive discipline situations, if the employee has been free of discipline for a period of one (1) year, except if a suspension is issued, in which case the period will be eighteen (18) months, future discipline shall revert to the step last imposed, rather than proceeding to the next progressive step.

**ARTICLE XVIII
INSURANCE**

Section 18.01 – Health care coverage

Effective January 1, 2017, the Hospital’s “healthcare coverage” will become the Highmark Community Blue Flex PPO, as indicated on the attached Appendix D.

Section 18.02 – Life insurance

The group life insurance program providing insurance equal to the normal annual salary of all full-time employees shall be continued in effect for the duration of this Agreement. Regular part-time employees shall be entitled to insurance in the face amount of four thousand dollars (\$4,000.00) under this program.

Upon retirement at age 55 or after with 15 years of service, the retired employee will continue to receive 20% of his/her group life insurance coverage. This amount will be reduced by the following schedule:

Age	Reduced To
65-69	65% of continued amount
70-74	50% of continued amount
75 and over	35% of continued amount

Section 18.03 – Long-term disability

The present long term disability insurance program shall be continued in effect for the duration of this Agreement.

Section 18.04 – Dental insurance

Regular full-time employees will be covered by the current or comparable dental program. In the event a comparable program is substituted for the current program, the Hospital will meet with the Union in advance to discuss the change. The maximum annual benefit shall be eight hundred dollars (\$800.00), effective October 1, 2003 and nine hundred dollars (\$900.00), effective October 1, 2004. The Hospital will pay fifty percent (50%) of the premium for dependent

coverage. The employee contribution toward the premium will not exceed seventeen dollars and fifty cents (\$17.50) per month. Part-time employees will be allowed to purchase the dental insurance offered to full-time employees.

Section 18.05 – Change of insurance carriers incentive system

The Hospital may at any time change insurance carriers upon mutual agreement with the Union so long as it provides equivalent levels of benefit. If such a change should occur, the employee will be credited with already accumulated deductibles. The Hospital may also establish, at any time, a bonus or incentive system to control or limit the utilization of Hospital or Medical Insurance, Dental Insurance or Pharmacy Plan benefits. Any such system shall be designed as a positive non-punitive plan and shall be reviewed and discussed with the Union and shall be mutually agreed upon before implementation.

Section 18.06 – Vision plan

The Hospital will continue to provide the current or a comparable vision plan to full-time and regular part-time employees and their dependents. In the event a comparable program is substituted for the current program, the Hospital will meet with the Union in advance to discuss the change. In the event premiums increase more than 10% per year, covered employees will pay the excess.

Section 18.07 – Absence from Work – Health & Welfare Benefits

Notwithstanding any other provision of this Agreement, any absence from work will be without Hospital paid for health, prescription, dental, vision, or disability insurance benefits, unless the employee is using paid sick, vacation or floating holiday time or the employee is using his/her current Family and Medical Leave Act entitlement.

Section 18.08 – Hospital Funded HRA

The Hospital will establish and fund an HRA to assist employees with health care deductibles. For employees with single coverage, the HRA will cover the deductible from \$501 to \$1,000. For employees with family coverage, the HRA will cover the deductible from \$1,001 to \$2,000.

**ARTICLE XIX
PENSIONS**

Section 19.01 – Pension plan

The Pension Plan for employees of Warren General Hospital as revised and amended shall remain in effect for all current employees in the bargaining unit for the duration of this contract. For those employees retiring July 1, 2000 and thereafter, the minimum pension shall be eighteen dollars and fifty cents (\$18.50) times years of service and the percentages for calculating benefits shall be 1.33%.

The defined benefit pension is not available to employees without a current benefit. Effective December 31, 2016, the Pension Plan froze for remaining active participants. No accruals for new benefits will occur after December 31, 2016.

Section 19.02 – 403(b) contribution

Employees who are affected by the Pension Plan freeze shall receive an additional employer discretionary contribution based on years of service, as follows:

0-9.99 Years	0.5%
10-14.99 Years	0.75%
15-19.99 Years	1.00%
20-24.99 Years	1.25%
25+ Years	1.5%

Years of service for this purpose only will be determined based upon an employee’s hire date as a full-time or part-time employee.

This benefit will end effective September 30, 2024.

Section 19.03 - Defined Contribution Benefit

The Hospital will contribute an amount equal to 75% of employee Elective Deferrals. Starting January 1, 2022, or as soon as possible thereafter, Matching Contributions shall not be made on employee Elective Deferrals in excess of 9.5%. The 403(b) plan administrative cost will be equitably shared by the plan participants as determined by the Plan Administrator, subject to an annual \$50 per participant maximum.

**ARTICLE XX
MANAGEMENT FUNCTIONS**

Section 20.01 – Hospital rights

All management functions and responsibilities which are not modified or restricted by a Provision of this Agreement are retained and vested exclusively in the Hospital. More specifically, the Hospital reserves the right to establish and administer policies, procedures and standards of services related to patient care, research, education, training, operations, services and maintenance of the Hospital; to determine Hospital financial, budgetary, accounting and organizational policies and procedures; to utilize technology; to reprimand, suspend, discharge or otherwise discipline employees for just cause; to hire, promote, demote, transfer, layoff and recall employees to work; to assign employees to shifts; to determine the number of employees and the duties to be performed; to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service; to determine scheduling and staffing patterns and areas worked; to require employees to work reasonable amounts of overtime; to control and regulate the use of facilities, supplies, equipment and other property of the Hospital; to determine the number, location and operation of divisions, departments and all other units of the Hospital, the assignment of work, the qualifications required, and the size and composition of the work force; to make reasonable Hospital rules, regulations, policies and practices not inconsistent with the terms of this Agreement or to change the same; and otherwise generally to manage the Hospital, attain and maintain full operating efficiency and optimum patient care, and direct the work force, except as modified or restricted by a provision of this Agreement.

ARTICLE XXI SUB-CONTRACTING

Section 21.01 – Sub-contracting practices

The Hospital shall have the unilateral right to continue any present sub-contracting practices and to contract out or sub-contract any other work where such new sub-contracting decision does not result in the layoff or dismissal of bargaining unit employees.

Section 21.02 – New decisions

As to any new sub-contracting decision which the Hospital has reason to expect might result in the layoff or dismissal of bargaining unit employees, the Hospital has an affirmative responsibility to notify the Local Union and PASNAP in writing at least thirty (30) days prior to taking such action that it is contemplating such action and will negotiate with the Union concerning the sub-contracting decision and its effects. The Hospital will consider alternatives presented by the Union which may result in reasonable cost savings and/or improved service delivery of the operation or service contemplated for subcontracting.

The Hospital shall not have the right to sub contract bargaining unit jobs without proper notification to the Union.

Section 21.03 – Effects

If any new sub-contracting decision results in the elimination of bargaining unit employees, the Hospital will:

1. as a condition of sub-contracting services, where the sub-contracted services will be performed within any Hospital facility, the Hospital shall require the sub-contracting entity to offer affected bargaining unit employees the right of first refusal to sub-contracted positions under the sub-contractor's employment terms and conditions. Compliance with this requirement will not serve to preclude the sub-contractor from establishing its own initial terms and conditions of employment and will not give rise to any claim that the sub-contractor is a successor for purposes of the law or this contract. The sub-contractor may not dismiss, except for just cause, during the first year of the sub-contract former bargaining unit members who voluntarily selected employment with the sub-contractor;
2. offer affected employees who refuse a subcontractor's offer of employment or choose not to seek employment with a sub-contractor, employment in any other Hospital position for which an affected employee is qualified. If there are no such openings, the displaced employee or employees shall be retained on a preferential hiring list and shall be offered a vacancy for which he/she is qualified before any new employee is hired for such vacancy.

**ARTICLE XXII
MISCELLANEOUS**

Section 22.01 – Non-discrimination

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color, sex, marital status, age, national origin, disability, religion, union membership or non-membership.

Section 22.02 – Union bulletin board

The Employer agrees to provide a bulletin board in a conspicuous place on each floor for the use of the Union for announcement of meetings, election of officers and any other material related to Union business. The Union shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The bulletin board on the first floor shall be a locked, glass enclosed board. The Union President shall be responsible to keep the bulletin boards neat, orderly and free of any improper material. The Hospital will provide the Union with five (5) bulletin boards to be located in the vicinity of the AFSCME bulletin boards.

Section 22.03 – Individual work assignments

The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees and it further recognizes that such assignments may include work outside an employee's classification.

Section 22.04 – Invalid provisions

In the event that any provisions of this Agreement are found to be inconsistent with existing statutes, the provisions of such statutes shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties, however, shall, at the request of either, meet and discuss on the subject matter involved in any invalid provision.

Section 22.05 – Negotiated results

The Employer and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the National Labor Relations Act and constitutes the entire agreement between the parties for the duration of the life of said Agreement, each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

Section 22.06 – Past practices continued

The following practices heretofore in existence will be continued:

- a) Employee Courtesy Discount Policy.
- b) Voluntary physical examination for employees (scope to be determined by Medical Staff).
- c) Meals in employee cafeteria at prices below those charged the general public.

- d) Service Award Luncheon and one day off with pay.
- e) Photo I.D.'s and replacements not to exceed one (1) per year.
- f) Immunizations as recommended by Medical Staff.
- g) Lab coats to be provided by the Hospital where the Hospital requires them to be worn.
- h) An employee who is required to take a test for certification, licensure or registration required by the Hospital shall be given the actual test day or days (to a maximum of two days) off work without loss of pay.
- i) Continue to offer all employees a group purchasing agreement for uniforms and maintain the payroll deduction arrangement.

Section 22.07 – Monthly labor-management meetings

The Director of Human Resources of the Hospital or his/her designee and such other management representatives as he/she shall deem appropriate shall meet once each month with three (3) representatives of the Union and their assigned staff representatives to discuss problems relating to the implementation of this Agreement and such other labor-management problems as may arise.

Section 22.08 – Personnel files

Only those personnel files maintained in the personnel office shall be used or relied upon in connection with personnel decisions and actions. Such files shall be available for employee inspection upon reasonable request. Information contained in such files shall not be made available to any person or organization that is not a party to this Agreement except where required by law or in connection with requests for employment references.

Section 22.09 – Continuing education reimbursement / Professional certificate support

- a) Continuing Education Reimbursement. The Hospital shall provide full reimbursement for authorized expenses incurred in attending job related conventions, symposiums and other educational meetings where attendance is required by the Hospital or mutually agreed upon by the parties.

Full-time employees or part-time employees who have completed one (1) or more years of continuous full-time service or equivalent full-time service and who are enrolled in an Associate, Baccalaureate or Post Baccalaureate degree program in a pre-approved curriculum in a hospital related course of study at an accredited college or university while continuing their employment will be eligible for tuition reimbursement limited to an annual amount not to exceed three thousand two hundred dollars (\$3,200.00). If the employee is enrolled in a Post-Baccalaureate degree program, the annual maximum will be three thousand eight hundred dollars (\$3,800.00). Educational opportunities will be available equally to all employees.

The Hospital will pay the educational institution directly upon the employee's successful completion of the course of study. Within thirty (30) days after course completion, the employee, must present an official school transcript showing a grade of C or better and documentation that he/she has successfully completed the course. The employee must enroll in the class and submit his/her request in writing at least two (2) weeks before the class begins and submit bills to Human Resources showing the actual cost of tuition and books.

Failure to receive a grade of C or better or to satisfactorily complete the requirement of the course or termination of employment with the Hospital for any reason before course completion will make the employee responsible for complete repayment within thirty (30) days of receipt of his/her grades or upon termination, whichever comes first. Repayment will not be required if the employee is compelled to withdraw from the course for emergency or medical reasons.

Employees will reimburse the Hospital the full amount the Hospital has paid for tuition and books on their behalf during the twelve (12) months preceding the termination of their employment with the Hospital. Regardless of when the actual payment is made, educational benefits for specific courses will be reimbursed if any part of those specific courses occurred within the twelve (12) months prior to the employee's termination. This provision will not be applicable if the employee is laid off. The Hospital may deduct the full amount owed from the employee's final paycheck. Should this not be sufficient, the employee must complete a repayment agreement with the Hospital and complete repayments within one (1) year. In case of default, the employee will be responsible for all legal expenses incurred by the Hospital in collecting the full amount.

Decisions on any course at the request of an employee shall not constitute a precedent requiring approval of any similar course in any future case.

b) Professional Certificate Support. The Hospital will develop a list of certifications, in its sole discretion, which may vary from time to time, for which the Hospital will provide the following benefits:

1. The Hospital will pay employees for an eight (8) hour educational day for the day the exam and recertification exams are taken. The Hospital also will pay the cost of the exam(s) and renewal fees. The certification must be applicable to the employee's current position. The Hospital will provide these benefits for up to two certifications per employee, so long as both certifications are relevant to the employee's position. Once an approved certification is obtained, an employee may take up to eight (8) hours per calendar year of paid time to attend certification-required continuing education, if the employee cannot obtain his/her certification-required continuing education in-house.
2. The Hospital will provide in-house continuing education for nurses and medical technologists. The Hospital will assure that nurses and medical technologists are permitted to attend at least eight (8) hours of such training, on paid time, per year. For purposes of the previous sentence, an employee's "year" will be measured by

their continuing education deadline set by the accrediting, certifying or licensing agencies, as applicable.

3. The Hospital will reimburse employees for out-of-pocket continuing education expenses, including course registration fees, mileage, lodging and the like, subject to a \$250 cap per continuing education period as set by accrediting, certifying or licensing agencies, as applicable. Employees requesting reimbursement under this section will be required to verify their expenses pursuant to Hospital policy.

Section 22.10 – Jury service

Employees who are called for Jury Service will be granted leaves of absence for the period of such service and shall be paid the difference between the amount of pay the employee would receive for his/her normal work during such period and the amount received as a juror. The employee shall submit proof of such jury service and of the amount of pay received therefore. This provision shall also apply to any employee who is subpoenaed to give testimony in a court of general jurisdiction in a case where the employee is appearing to testify as an employee of the Hospital in connection with work performed at the Hospital.

When an employee is subpoenaed to testify as an employee of the Hospital in connection with work performed at the Hospital, the employee shall be given time off with pay for the period necessary to appear and testify. If the testimony is provided during the employee's off shift or day off, the employee shall be given paid time off during the next preceding or next following shift equal to the required court time plus travel time to a maximum of his/her full shift.

Section 22.11 – Auto reimbursement

Employees who are required and authorized to use their personal automobiles for Hospital work shall be reimbursed at the standard rate approved by the Internal Revenue Service.

Section 22.12 – Letters of agreement remaining in effect

The following letters of agreement between the Hospital and the Union shall remain in effect for the duration of this Agreement:

- a) Memorandum of Agreement – regarding Transitional Work for Employees affected by Compensable Work Related Injuries dated August 21, 1991.
- b) Memorandum of Agreement - regarding Competency Assessment Program dated July 1, 1997.
- c) Memorandum of Agreement - regarding Miscellaneous Matters dated July 1, 1997.
- d) Memorandum of Agreement – regarding 72-Hour Positions, dated October 8, 2001.

Section 22.13 – Work-related injuries

An employee who sustains a work related injury and is disabled and receiving Worker's Compensation will continue to receive medical insurance benefits in accordance with the contract for the period of his/her contractual leave of absence and shall receive credit for time worked for vacation accrual purposes for time lost up to three months.

Section 22.14 – Union negotiating committee

The Union negotiating committee shall not exceed five (5) employees of the Hospital, who shall be designated prior to the start of negotiations. The committee shall be paid for actual working time lost for attendance at joint negotiating meetings with the Hospital. Prior to the start of negotiations, the Union also may designate two (2) alternate members who will be paid if they participate in lieu of regular members.

The above paragraph shall not be construed as a limitation on the number of members PASNAP can bring to the negotiating process. Rather, it is only a description of which employees will be compensated.

Section 22.15 - Military Reservists / National Guard

For Military Reservists or National Guard members who are required to participate in annual active duty for training or who are scheduled for active duty for thirty (30) days or more, the Hospital will grant a leave of absence for the time required and, for full-time employees, will pay the difference between the military pay for the period and the employee's regular earnings for two weeks of annual active duty for training or for up to thirty (30) days of active duty.

Section 22.16 - Damage to personal property

If an employee's personal property is damaged as a result of an altercation with a combative patient and a proper incident report is made to the supervisor prior to the end of the shift, the Hospital will pay the cost to replace the damaged Article to a maximum amount of \$125.00 for any incident. In addition, the Hospital will pay up to \$250.00 for repair or replacement of any medical appliance damaged in such altercation. The Hospital shall reimburse the employee for the cost of dental work, eye wear and/or hearing aids damaged as a result of such altercation.

Section 22.17 – ADA deviations from contract

In the event that the Hospital deems it necessary to deviate from any provision of this Agreement to accommodate the needs of an employee or applicant for employment as required by the Americans with Disabilities Act, the Hospital will request the consent of the Union to such deviation. In no event will the deviation involve the displacement of an employee from his/her position. The Hospital will make the request in writing fifteen (15) days before any action is to be taken. The Union shall be given the opportunity to confer with the Hospital and to suggest alternatives during this fifteen (15) day period. In the event reasonable alternative accommodations are available which do not require deviating from this Agreement such alternatives will be used. If the Hospital elects to deviate from the Agreement rather than accept proposed alternatives, the Union may challenge the need for the deviation through the grievance-arbitration procedure.

Section 22.18 - Orientation

All new professional employees will complete a probationary period as provided for in Section 8.02. During the probationary period, new employees will participate in the orientation/preceptor program. Employees assigned to a nursing unit in which they have not worked previously (held a position within the last two (2) years), will also participate in the orientation/preceptor program. The program will include the following:

1. There will be established and maintained written orientation programs, including manuals, for all nursing care units and other areas where professional employees are assigned.
2. Employees will be provided training to obtain required certifications such as ACLS and PALS.
3. Preceptors will be assigned to all new staff members during either orientation period.
4. The preceptors and management will review the performance and progress of probationary employees and transferred employees on a bi-weekly basis, or sooner, if necessary.
5. Performance and progress review will include written evaluations.
6. The Hospital will attempt to use preceptors on a voluntary basis when in its discretion, doing so is consistent with patient care and operational concerns.
7. At no time shall the employee on orientation be considered as staff.
8. Orientation provided for herein will be for six (6) to twelve (12) weeks. Where an employee has previously held a position in a nursing unit within the last two (2) years, the length of the orientation period will be appropriate based on the circumstances and will normally be shorter than six (6) weeks.

Section 22.19 - Patient Care Committee

A seven-person committee consisting of one representative each from Administration, Nursing Council, and Support Services, as well as two representatives from PASNAP and AFSCME will be formed to discuss, review, and evaluate issues affecting patient care delivery. Goals and objectives will be defined by the committee. The committee will meet as often as deemed appropriate by the committee.

Section 22.20 – Union access

Management will allow PASNAP representatives access to the Hospital for consultation with Union members. The representative will notify Human Resources, Administration, or the Nursing Supervisor, wear a visitor’s pass after 8:00 p.m., and will not interfere with direct patient care.

Section 22.21 – Recruitment / Retention Committee

A sub-committee of Management and PASNAP members shall be formed to discuss recruitment strategies, issues and questions.

**ARTICLE XXIII
SAFETY**

Section 23.01 – Reasonable provisions

The Hospital will continue to make reasonable provisions for the safety of its employees. The Hospital will comply with all laws and regulations concerning the health and safety of employees

working in Hospital owned or leased buildings. The Hospital will arrange for the presence of security personnel pursuant to its discussions with the Union.

Section 23.02 - Union representatives on Hospital Environmental Safety Committee

A Hospital environmental safety committee, consisting of an equal number of representatives appointed by the Hospital and the Union, will be maintained. The committee shall meet at least one time each quarter. Special meetings may be convened if a potentially dangerous situation requiring immediate attention arises.

Section 23.03 – Workplace Violence and Patient Safety Committees

The Hospital will develop a Workplace Violence Committee on which Union members will serve, which will provide input for the Hospital's development of a Workplace Violence Policy. One Union member may serve on the Hospital's existing Patient Safety Committee. The Hospital will arrange coverage for employee members of these committees where necessary to ensure their attendance at meetings.

**ARTICLE XXIV
STAFFING**

The parties agree that the determination of staffing needs is a constant, dynamic process influenced by any one or a combination of the following factors: patient acuity, patient needs, technology, work area and Hospital census, work area size, standards of professional practices, qualifications of staff, staff and skill mix, productivity and service specialty, nature of services and needs and acuity of the entire Department as well as of the specific work area. The parties acknowledge and agree that staffing patterns may vary during any shift to accommodate patient care needs, and further recognize that there are factors beyond the Hospital's control, including but not limited to: call-offs, unplanned leaves of absence, and unexpected spikes in census or acuity. The Union recognizes these hardships and agrees to work collaboratively with the Hospital in good faith.

The Hospital and Union agree to develop a Staffing Committee. The Staffing Committee shall be comprised of not more than four (4) Union employees (selected by the Union) and not more than four (4) management representatives (designated by management). The Committee will hold its first meeting within thirty days of ratification.

The Staffing Committee, within 6 months of ratification, will establish unit based guidelines. These guidelines will consider census, volume, acuity, patient and worker safety and the above factors to determine minimum staffing levels. This may require the hiring of staff to meet agreed upon minimum guidelines.

Union employees will be paid for time spent on the committee.

If there is a dispute regarding the implementation of this section, the matter must be brought first to Labor-Management in an attempt to resolve before being submitted to the grievance procedure. No grievance may be submitted to arbitration until after 6 months after ratification.

**ARTICLE XXV
TERMINATION**

This Agreement shall be effective October 1, 2021 and shall continue in full force and effect through midnight September 30, 2024. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing between 120 days and 90 days prior to September 30, 2024, of its desire to modify the Agreement.

The parties hereto, through their duly authorized representatives, intending to be legally bound hereby, have hereunto set their hands and seals this 9th day of February 2020

WARREN GENERAL HOSPITAL

PENNSYLVANIA ASSOCIATION OF
STAFF NURSES AND ALLIED
PROFESSIONALS

BY: [Signature]
BY: [Signature]
BY: [Signature]
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MEMORANDUM OF AGREEMENT
RE: TRANSITIONAL WORK FOR EMPLOYEES AFFECTED
BY COMPENSABLE WORK RELATED INJURIES.

It is understood and agreed by and between the parties that:

1. Any employee disabled as a result of a work related injury may be offered a transitional work assignment or a temporary light duty work assignment if such work is available at the time.
2. The specific duties assigned any such employee shall depend upon the following factors:
 - a) Restrictions established by the treating physician and approved by a physician of the Hospital's choice,
 - b) The education, training and qualifications of the employee,
 - c) The work requirements of the Hospital at the time.
3. The duration of the transitional work assignment or the light duty work assignment shall be determined by the Hospital in light of the nature of the injury, the prognosis of the physicians involved and the continuing availability of appropriate work.
4. The Hospital shall designate a manager to monitor and supervise the transitional work program.
5. The objective of the program shall be to return the employee to his/her regular assignment at the earliest possible time with due regard for the safety of the employee.
6. The number of transitional work assignments or light duty assignments will be limited by the available work.
7. Assignments may consist of bargaining unit work, non-bargaining unit work or a combination of the two.
8. The employee will be paid at his/her regular hourly rate of pay and will receive benefits and seniority accrual appropriate to the hours worked or the contractual provisions relative to leave of absence, whichever is greater.
9. Transitional work assignments are recognized to be specifically designed for disabled employees and are exempt from the bidding and transfer request provisions of the Agreement.

Executed by the parties at warren, Pennsylvania this 21st day of August, 1991, intending to be legally bound hereby.

**MEMORANDUM OF AGREEMENT
RE: COMPETENCY ASSESSMENT PROGRAM**

1. A joint Competency Committee consisting of equal numbers of employee representatives appointed by the Union and management representatives appointed by the Hospital shall be established and maintained. The Committee may also include representatives of the medical staff and appropriate professional educators on an advisory basis.
2. The Committee will work cooperatively in an effort to define competency standards for the various positions included in the bargaining units covered by this contract as well as to develop specific criteria for measuring competency and an appropriate competency assessment program.
3. The competency assessment will be designed by the Committee for approval by appropriate Hospital management and may include written questions and materials, oral questions and materials and demonstrations which will allow the Committee to evaluate knowledge, skill and technique. If an assessment is not approved by Hospital management, it will be returned to the Competency Committee for redesign.
4. The Committee will decide who administers any specific assessment and will establish a generally accepted procedure for grading employee performance on such assessment, as well as establishing the cut-off for a determination that the employee is competent.
5. An employee who successfully completes the competency assessment will be certified by the Committee as competent for the specific area tested. Complete reports and records of the employee's performance on the assessment will be maintained. Performance on this assessment will not be used in determining relative qualifications under Section 8.03.
6. Competency assessments will be developed and approved by the Committee and by appropriate Hospital management and a description will be communicated to all affected employees before any testing or assessment is done.
7. The assessment program is not intended to be disciplinary in nature and will not be designed with disciplinary consequences. On the contrary, it will be used by the Hospital to develop a method and procedure for assessing competency.
8. The parties anticipate that the initial focus of the program will be in the nursing department and in the professional unit. However, the program will not be limited to that department or the professional unit. It is the objective of the parties to establish a competency assessment program applicable to all bargaining unit positions during the term of this agreement.
9. When a competency assessment has been in place for a specific area for a representative period of time and the Committee is satisfied that it is functioning properly, the Committee may recommend to the parties the elimination or combination of appropriate seniority groups in the contract. Following such recommendation, seniority groups may be eliminated or combined by mutual agreement of the parties.

10. Each party may add up to two committee members and change them when needed to assure that committee members are knowledgeable about the Departments being studied.
11. The Hospital will arrange coverage for employee members of this committee where necessary to assure their attendance at meetings.
12. The Union shall appoint one of its committee members to serve on the selection interview team. The Union shall select another employee from the Department to serve on the interview team. For procedural reasons, the Director of Human Resources can require that another person be appointed. After two selections the Union will select a member of the Competency Assessment Committee to serve on the team.
13. The Committee will design a program providing incentives for employees who establish and maintain multiple competencies or advanced levels of competency and recommend such program to the parties. The program may be implemented at any time upon joint agreement of the parties.

Executed at Warren, Pennsylvania, this 1st day of July, 1997, by the parties intending to be legally bound hereby.

**MEMORANDUM OF AGREEMENT
RE: MISCELLANEOUS MATTERS**

In the course of contract negotiations, the parties have reached the following agreements:

1. In the event that an employee cannot be relieved to take his/her scheduled lunch break, an arrangement will be made to have soup and a sandwich delivered to the employee's work area by food services. This may be accomplished by delivery of a tray or trays containing such a meal to the work area at the commencement of the shift to be reheated by the employee during the shift. This practice will be continued in effect through September 30, 2012.
2. Effective October 1, 1997 the Hospital will maintain an "on call" room which shall be furnished with a bed, television, telephone, student size refrigerator and coffee maker and which can be locked from the inside. The room shall have bathroom and shower facilities. The room shall be available for use by employees who are required to be on call.
3. Available parking on Hospital property will continue to be free to employees through September 30, 2012.
4. Effective July 15, 1997, take out service shall be available from the Hospital snack bar. The charge for a disposable plate shall not exceed \$.25. The charge for a beverage cup shall not exceed \$.10.

Executed by the parties at Warren, Pennsylvania this 21st day of August, 1991, intending to be legally bound hereby.

**MEMORANDUM OF AGREEMENT
RE: CREATING A "SMOKE FREE" CAMPUS**

WHEREAS, the Commonwealth of Pennsylvania enacted the Clean Indoor Air Act (Act 27 of 2008), effective September 11, 2008, which Act prohibits individuals from smoking in a "public place";

WHEREAS, the Clean Indoor Air Act defines a "public place" to be an enclosed area which services as a workplace, commercial establishment or an area where the public is invited or permitted and more specifically includes "a facility which provides education, food or health care-related services";

NOW THEREFORE, for and in consideration of the covenants herein provided, the parties hereby agree as follows:

1. Smoking shall be prohibited on the Warren General Hospital campus. The campus is defined as any property owned or leased by Warren General Hospital and includes the Hospital, the Cancer Care Center, physician offices, parking garage, and any other property.
2. This prohibition does not extend to patients of the Detoxification or Behavioral Health Units, which is permitted by Section 3(b)(5) of the Clean Indoor Air Act.
3. Employees desiring to smoke must leave the Hospital premises.

Executed at Warren, Pennsylvania, this ___ day of _____, 2008, by the parties intending to be legally bound hereby.

**MEMORANDUM OF AGREEMENT
BETWEEN
WARREN GENERAL HOSPITAL
AND
WARREN GENERAL HOSPITAL PROFESSIONAL EMPLOYEES ASSOCIATION
RE: 72-HOUR SCHEDULING**

Warren General Hospital and Warren General Hospital Professional Employees Association, upon mutual agreement between an employee and the Hospital, hereby agree that the Hospital may schedule full-time employees for 72 hours per fourteen (14) day period, (3 12-hour shifts per week) notwithstanding Section 4.02. The Hospital may withdraw their consent for the 3 12-hour shifts upon ninety (90) days' notice and employees will be returned to their previous shift and unit. Employees so scheduled will remain full-time employees but will earn seniority, pension benefits and longevity pay based upon the hours actually worked. Overtime will be paid for hours worked in excess of twelve (12) per day and forty (40) per week.

Mutual agreement and implementation of these changes shall not cause involuntary changes in other employee's shift or status and will be granted by seniority. An employee shall have the right to request his/her removal within the first fifteen days worked.

The Memorandum of Agreement shall not limit the Hospital's rights as provided in Section 20.01 except as specifically listed herein.

Executed this 8th day of October, 2001, intending to be legally bound.

**MEMORANDUM OF AGREEMENT
BETWEEN
WARREN GENERAL HOSPITAL ("HOSPITAL")
AND
PENNSYLVANIA ASSOCIATION OF STAFF NURSES
AND ALLIED PROFESSIONALS ("PASNAP")
RE: OPERATING ROOM "ON-CALL" ASSIGNMENTS**

WHEREAS, the parties wish to confirm the terms of the OR on-call arrangements for nurses;

NOW THEREFORE, the parties agree as follows:

1. As long as the current shifts in the operating room are maintained, the Monday to Friday "On-Call" schedule shall be 8:30 p.m. – 7:00 a.m.. If an employee is called in and works from 8:30 p.m. – 11:00 a.m., Monday to Friday, he/she shall be compensated at two (2) times his/her hourly rate for all hours worked between 8:30 p.m. – 11:00 p.m. If an employee is called in and works from 11:00 p.m. – 7:00 a.m., he/she shall be compensated at one and one-half (1½) times an employee's hourly rate for all hours worked between 11:00 p.m. and 7:00 a.m.

2. The Hospital will provide retroactive pay in accordance with paragraph 1. of this Agreement for the six (6) month period immediately preceding the complete execution of this Agreement.

3. The Hospital retains the right to determine the scheduled shifts, on-call schedule and the schedule for the OR, in its discretion. However, the Hospital will not alter the schedule for the entire OR in a way that affects the on-call schedule without thirty (30) days notice to the Union. Nor will the Hospital discontinue the premium pay set forth in paragraph 1 of this Agreement without thirty (30) days notice to the Union.

4. This Agreement constitutes the entire agreement between the parties.

Executed by the parties this 30th day of November, 2006, intending to be legally bound.

**MEMORANDUM OF AGREEMENT
BETWEEN
WARREN GENERAL HOSPITAL (“HOSPITAL”)
AND
PENNSYLVANIA ASSOCIATION OF STAFF NURSES
AND ALLIED PROFESSIONALS (“PASNAP”)
RE: LAB SCHEDULING**

WHEREAS, both parties recognize the Laboratory Department requires scheduling practices that differ from the standard scheduling practices defined in the current labor agreement.

NOW THEREFORE, the parties agree to the following:

1. Weekend Coverage:

Medical technologists (MT) shall work every other weekend. This will divide the staff into two crews. With each increase or decrease in the number of staff (new hire, resignation or retirement), the weekend crew schedule will be evaluated to maintain a balance of seniority between the crews. Should a MT be required to switch weekends, the MT will receive an extra weekend off at the time of transition or be compensated double time (for working two weekends in a row). The MT to be moved will be the least senior, qualified MT that would correct the imbalance. One extra weekend off (of the MT’s choosing) will be awarded to the MT changing weekends to accommodate a prescheduled event (i.e. wedding). Management must be notified within one week of the “crew change” for the requested weekend.

A MT cannot be required to change weekend crews more than once per year unless the change is mutually agreed upon.

LOAs will not cause weekend crew changes since the MT on leave will be returning and the imbalance is temporary.

Team leaders are not excluded in the above described.

2. Schedule Openings:

Per Section 8.16 of the PASNAP Labor Agreement:

It is recognized that the Hospital has the sole right to determine the number of employees to be assigned to any shift.

A vacancy is defined as an opening in the schedule occurring in any of the following instances:

- Resignation
- Retirement
- Vacation (including single or multiple days, floating holidays, awarded holidays)

- LOA
- Scheduling shortages in the Main Laboratory due to departmental coverage (Histology, Microbiology)

If the vacancy or opening is to be filled by an employee in the classification and no classified employee elects to take it (volunteers), the least senior qualified employee in the classification and seniority group will be compelled to take it. The least senior MT will be moved as follows: The least senior qualified available 2nd shift MT will move to fill an opening on 3rd shift and the least senior qualified 1st shift MT will move to fill the opening on 2nd shift.

Volunteers will be sought to fill open slots within the schedule. These slots will be posted for up to two weeks prior to the open shift. If the shift is not filled voluntarily, the opening will be filled as stated prior with the assigned staff member.

Specialized departmental coverage (i.e. Microbiology, Blood Bank, Histology) will take precedence over coverage of the off shifts. This may cause a MT with lesser seniority to be scheduled on 1st shift while a more senior MT will be scheduled on 2nd shift.

Employees who work three different shifts in one work week will be compensated at one and one-half times their hourly rate for hours worked on their “third” shift.

3. Schedule Openings on Weekends:

Weekend openings on 1st shift will be filled according to Section 5.02 of the PASNAP Labor Agreement (consecutive weekends). The least senior qualified MT will be assigned. This assigning will rotate through the seniority list before returning to the least senior. A MT can only be assigned once during the calendar year. A record will be kept of the assignments.

Weekend openings on 3rd shift will be filled by the least senior qualified 2nd shift MT on the affected weekend crew. The least senior qualified 1st shift MT will be moved to cover the 2nd shift opening.

Weekend openings on 2nd shift will be filled by the least senior qualified 1st shift MT on the affected weekend crew.

Volunteers will be sought to fill open weekend slots within the schedule. These slots will be posted for volunteers for up to two weeks prior to the open shift.

If the shift is not voluntarily filled, the opening will be filled as stated above with the assigned staff member.

Team Leaders are to be included in the above described.

4. Fixed Shifts:

For purposes of this subsection 4 only, the “first shift” positions are full-time positions beginning between 5:30 and 8:00 a.m.

The Hospital will fill 40% of its full-time, first shift MT positions on a “fixed shift” basis. Fixed first shift positions are positions that will be scheduled only first shift hours.

There are no second or third shift fixed positions. Currently, second shift positions start between 2:00 p.m. and 4:00 p.m. and third shift positions start at 11:00 p.m. However, if the hours of second or third shift positions are changed, the Hospital will post the position(s) for bidding.

5. Staff Reductions:

Staff reductions shall be done in accordance with section 8.09, notwithstanding any other provision of this Memorandum of Agreement.

Executed at Warren, Pennsylvania, this ____ day of _____, 2009, by the parties intending to be legally bound hereby.

**APPENDIX A
MEDICAL DEDUCTIONS**

Employee Contributions to Health Insurance (1/1/2022)				
Full-time – Biweekly Contributions (26 pays)				
	<5 years	5-10 years	10-20 years	20+ years
Single	\$60.09	\$49.07	\$38.04	\$27.02
Family	\$186.74	\$119.63	\$92.06	\$64.50
Part-Time Biweekly Deductions (26 pays)				
FTE Status	.2	.4	.6	.8
Pro-ration of Corresponding FT Single/Family Rate Contribution to Premium	1.8	1.6	1.4	1.2

Effective January 1, 2023 and January 1, 2024, employee contribution rates for health insurance will increase by the percentage that the rates charged by the Hospital's insurance carrier increase, subject to a 5% year over year maximum.

**APPENDIX C
WAGE RATES**

Registered Nurses and Social Workers

GN	0-6070	10101-10100		10101-20200		20201-30300		30301-44400		44401-62400		62401+	
		6071-10100	10101-20200	20201-30300	30301-44400	44401-62400	62401+						
Job Rate	\$ 26.67	\$ 28.09	\$ 28.94	\$ 28.94	\$ 28.94	\$ 28.94	\$ 28.94	\$ 28.94	\$ 28.94	\$ 28.94	\$ 28.94	\$ 28.94	\$ 28.94
With Longevity	\$ 30.09	\$ 31.15	\$ 30.69	\$ 31.75	\$ 31.30	\$ 32.36	\$ 31.90	\$ 32.21	\$ 32.21	\$ 32.21	\$ 32.51	\$ 32.51	\$ 33.57

Registered Nurses and Social Workers

GN	RN	Years of Service											
		3 Years	5 Years	10 Years	15 Years	20 Years	30 Years	35 Years					
Effective January 1, 2022													
Job Rate	\$ 27.20	\$ 28.65	\$ 29.52	\$ 29.52	\$ 29.52	\$ 29.52	\$ 29.52	\$ 29.52	\$ 29.52	\$ 29.52	\$ 29.52	\$ 29.52	\$ 29.52
With Longevity	\$ 30.67	\$ 31.15	\$ 32.02	\$ 2.50	\$ 32.77	\$ 3.25	\$ 33.43	\$ 3.91	\$ 33.72	\$ 4.20	\$ 34.27	\$ 4.75	\$ 35.27
Effective January 1, 2023													
Job Rate	\$ 27.75	\$ 29.22	\$ 30.11	\$ 30.11	\$ 30.11	\$ 30.11	\$ 30.11	\$ 30.11	\$ 30.11	\$ 30.11	\$ 30.11	\$ 30.11	\$ 30.11
With Longevity	\$ 31.38	\$ 31.27	\$ 32.86	\$ 2.75	\$ 33.69	\$ 3.58	\$ 34.41	\$ 4.30	\$ 34.73	\$ 4.62	\$ 35.34	\$ 5.23	\$ 36.44
Effective January 1, 2024													
Job Rate	\$ 28.30	\$ 29.81	\$ 30.71	\$ 30.71	\$ 30.71	\$ 30.71	\$ 30.71	\$ 30.71	\$ 30.71	\$ 30.71	\$ 30.71	\$ 30.71	\$ 30.71
With Longevity	\$ 32.11	\$ 31.40	\$ 33.74	\$ 3.03	\$ 34.64	\$ 3.93	\$ 35.44	\$ 4.73	\$ 35.79	\$ 5.08	\$ 36.46	\$ 5.75	\$ 37.67

Medical Technologists

GN	0-6070	10101-20200		20201-30300		30301-44400		44401-62400		62401+		
		6071-10100	10101-20200	20201-30300	30301-44400	44401-62400	62401+					
Job Rate	\$ 26.66	\$ 26.80	\$ 26.80	\$ 26.80	\$ 26.80	\$ 26.80	\$ 26.80	\$ 26.80	\$ 26.80	\$ 26.80	\$ 26.80	
With Longevity	\$ 27.95	\$ 31.15	\$ 28.55	\$ 1.75	\$ 29.16	\$ 2.36	\$ 29.76	\$ 2.96	\$ 30.06	\$ 3.27	\$ 30.37	\$ 3.57

Medical Technologists

Hire	Years of Service													
	3 Years	5 Years	10 Years	15 Years	20 Years	30 Years	35 Years							
Effective January 1, 2022														
Job Rate	\$ 27.19	\$ 27.34	\$ 27.34	\$ 27.34	\$ 27.34	\$ 27.34	\$ 27.34	\$ 27.34						
With Longevity	\$ 28.49	\$ 31.15	\$ 29.84	\$ 2.50	\$ 30.59	\$ 3.25	\$ 31.25	\$ 3.91	\$ 31.54	\$ 4.20	\$ 32.09	\$ 4.75	\$ 33.09	\$ 5.75
Effective January 1, 2023														
Job Rate	\$ 27.74	\$ 27.88	\$ 27.88	\$ 27.88	\$ 27.88	\$ 27.88	\$ 27.88	\$ 27.88						
With Longevity	\$ 29.15	\$ 31.27	\$ 30.63	\$ 2.75	\$ 31.46	\$ 3.58	\$ 32.18	\$ 4.30	\$ 32.50	\$ 4.62	\$ 33.11	\$ 5.23	\$ 34.21	\$ 6.33
Effective January 1, 2024														
Job Rate	\$ 28.29	\$ 28.44	\$ 28.44	\$ 28.44	\$ 28.44	\$ 28.44	\$ 28.44	\$ 28.44						
With Longevity	\$ 29.84	\$ 31.47	\$ 30.03	\$ 32.37	\$ 3.93	\$ 33.17	\$ 4.73	\$ 33.52	\$ 5.08	\$ 34.19	\$ 5.75	\$ 35.40	\$ 6.96	

Medical Laboratory Technician

0-6070	6071-10100	10101-20200	20201-30300	30301-44400	44401-62400	62401+
		Effective January 1, 2021				
Job Rate	\$ 22.12	\$ 22.23	\$ 22.23	\$ 22.23	\$ 22.23	\$ 22.23
With Longevity	\$23.38	\$1.15	\$23.99	\$1.75	\$24.59	\$2.36
				\$25.20	\$2.96	\$3.27
					\$25.80	\$3.57

Medical Laboratory Technician

	Hire	Years of Service						
		3 Years	5 Years	10 Years	15 Years	20 Years	30 Years	35 Years
		Effective January 1, 2022						
Job Rate	\$ 22.56	\$ 22.67	\$ 22.67	\$ 22.67	\$ 22.67	\$ 22.67	\$ 22.67	\$ 22.67
With Longevity	\$23.82	\$1.15	\$25.17	\$2.50	\$3.25	\$3.91	\$4.20	\$4.75
					\$26.58	\$3.91	\$27.42	\$28.42
							\$4.75	\$5.75
		Effective January 1, 2023						
Job Rate	\$ 23.01	\$ 23.13	\$ 23.13	\$ 23.13	\$ 23.13	\$ 23.13	\$ 23.13	\$ 23.13
With Longevity	\$24.40	\$1.27	\$25.88	\$2.75	\$3.58	\$4.30	\$4.62	\$5.23
					\$27.43	\$4.30	\$28.36	\$29.46
							\$5.23	\$6.33
		Effective January 1, 2024						
Job Rate	\$ 23.47	\$ 23.59	\$ 23.59	\$ 23.59	\$ 23.59	\$ 23.59	\$ 23.59	\$ 23.59
With Longevity	\$24.99	\$1.40	\$26.62	\$3.03	\$3.93	\$4.73	\$5.08	\$5.75
					\$28.32	\$4.73	\$29.34	\$30.55
							\$5.75	\$6.96

Summary of Community Blue Flex PPO Home Host Benefits

On the summary below, you'll see what your plan pays for specific services. There are three levels of network benefits coverage for certain services: Home Host Value, Enhanced Value and Standard Value*. When you receive services from providers who offer Preferred Value benefits coverage, you will pay less out of pocket. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Warren General Hospital

25585-40, -42

Benefit	Network			Out-of-Network
	Home Host	Enhanced	Standard	
General Provisions				
Benefit Period(1)	Contract Year			
	WGH	AHN/Other	UPMC (Consent Decree)	Out-of-Network
Deductible (per benefit period) (All in-network services are credited to the Home Host, enhanced, and standard deductibles.)				
Individual	\$1,000	\$1,500	\$3,000	\$10,000
Family	\$2,000	\$3,000	\$6,000	\$20,000
Plan Pays -- payment based on the plan allowance	100% after deductible	80% after deductible	60% after deductible	50% after deductible
Out-of-Pocket Limit (Once met, plan pays 100% coinsurance for the rest of the benefit period) (All in-network services are credited to the Home Host, enhanced, and standard Out of Pocket Limits)				
Individual	\$0	\$2,000	\$3,500	\$10,000
Family	\$0	\$4,000	\$7,000	\$20,000
Total Maximum Out-of-Pocket(2) (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only)(2) Once met, the plan pays 100% of covered services for the rest of the benefit period.				
Individual		\$7,900		Not Applicable
Family		\$15,800		Not Applicable
Office/Clinic/Urgent Care Visits				
Retail Clinic Visits & Virtual Visits	100% after \$10 copayment		100% after \$40 copayment	50% after deductible
Primary Care Provider Office Visits, Convenience Care & Virtual Visits	100% after \$10 copayment		100% after \$40 copayment	50% after deductible
Specialist Office Visit & Virtual Visits	100% after \$20 copayment		100% after \$75 copayment	50% after deductible
Originating Site Fee	100% after home host deductible		60% after deductible	50% after deductible
Telemedicine Services(3)	100% after \$5 copayment			Not Covered
Urgent Care Center Visits	100% after \$40 copayment	100% after \$50 copayment	100% after \$80 copayment	50% after deductible
Preventive Care(4)				
Adult Care and Immunizations				
Physical exams	100% (deductible does not apply)			50% (deductible does not apply)
Adult immunizations	100% (deductible does not apply)			50% after deductible
Colorectal cancer screening (hospital/professional)	100% (deductible does not apply)			50% after deductible
Routine gynecological exams, including a Pap Test	100% (deductible does not apply)			50% (deductible does not apply)
Mammograms, annual routine & medically necessary	100% (deductible does not apply)			50% after deductible
Diagnostic services and procedures (hospital/professional)	100% (deductible does not apply)			60% after deductible
Routine Pediatric				
Physical exams/well baby visits	100% (deductible does not apply)			50% (deductible does not apply)
Pediatric immunizations	100% (deductible does not apply)			50% (deductible does not apply)

Benefit	Network			Out-of-Network
	Home Host	Enhanced	Standard	
Diagnostic services and procedures (hospital/professional)	100% (deductible does not apply)			50% after deductible
Hospital and Medical/Surgical Expenses (including maternity)				
Hospital Inpatient (includes Maternity)	100% after deductible	80% after deductible	60% after deductible	50% after deductible
Hospital Outpatient	100% after deductible	80% after deductible	60% after deductible	50% after deductible
Medical Care/Surgical Expenses	100% after deductible	80% after deductible	60% after deductible	50% after deductible
Emergency Services				
Emergency Room Services	100% after \$100 copayment (waived if admitted)			
Ambulance - Emergency	100% after Home Host Deductible			
Ambulance - Non-Emergency	100% after Home Host Deductible			
Therapy and Rehabilitation Services				
Physical Medicine & Occupational Therapy	100% after \$20 copayment	100% after \$50 copayment	100% after \$75 copayment	50% after deductible
Limit: 30 visits/benefit period both therapies combined				
Speech Therapy	100% after \$20 copayment	100% after \$50 copayment	100% after \$75 copayment	50% after deductible
Limit: 30 visits per therapy/benefit period				
Spinal Manipulations	100% after \$20 copayment		100% after \$75 copayment	50% after deductible
Limit: 25 visits per therapy/benefit period				
Other Therapy Services (Cardiac Rehab and Pulmonary Therapy)	100% after \$20 copayment	100% after \$50 copayment	100% after \$75 copayment	50% after deductible
Limit: 36 visits per therapy/benefit period				
Chemotherapy, Radiation Therapy, Respiratory Therapy, Infusion Therapy	100% after deductible	80% after deductible	60% after deductible	50% after deductible
Dialysis Therapy	100% after Home Host deductible		60% after deductible	50% after deductible
Acupuncture	100% after Home Host deductible		60% after deductible	50% after deductible
Limit: 12 visits/benefit period				
Mental Health and Substance Abuse Services				
Inpatient Detoxification/Rehabilitation	100% after Home Host deductible			50% after deductible
Inpatient non-hospital residential services	100% after Home Host deductible			50% after deductible
Outpatient mental health and substance abuse services	100% after \$20 copayment			50% after deductible
Other Services				
Allergy Extracts and Injections	100% after deductible	80% after deductible	60% after deductible	50% after deductible
Assisted Fertilization Procedures	Not Covered			
Autism Spectrum Disorder including Applied Behavior Analysis(5)	100% after deductible Autism State Mandate: Yes	80% after deductible Autism State Mandate: Yes	60% after deductible Autism State Mandate: Yes	50% after deductible Autism State Mandate: Yes
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible	60% after deductible	50% after deductible
Diagnostic Services Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible	60% after deductible	50% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible	60% after deductible	50% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after Home Host deductible		60% after deductible	50% after deductible
Home Health Care	100% after deductible	80% after deductible	60% after deductible	50% after deductible
Limit: 60 visits/benefit period				
Hospice	100% after deductible	80% after deductible	60% after deductible	50% after deductible
Infertility Counseling, Testing and Treatment(6) (hospital/professional)	100% after Home Host deductible		60% after deductible	50% after deductible
Nutritional products/Enteral Formulae	100% (deductible does not apply)		60% (deductible does not apply)	50% (deductible does not apply)
Oral Surgical Services	100% after Home Host deductible		60% after deductible	50% after deductible
Private Duty Nursing	100% after Home Host deductible		60% after deductible	50% after deductible
Limit: 240 hours/benefit period				
Skilled Nursing Facility Care	100% after deductible	80% after deductible	60% after deductible	50% after deductible
Limit: 120 days/benefit period				
Transplant Services	100% after Home Host deductible		60% after deductible	50% after deductible

Benefit	Network			Out-of-Network
	Home Host	Enhanced	Standard	
Precertification Requirements	Yes			
Prescription Drugs and Diabetic Supplies				
Prescription Drug Program(8) Mandatory Generic <i>Defined by the National Pharmacy Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered.</i> Your plan uses the Comprehensive Formulary with an Incentive Benefit Design.	Retail Drugs (30/90-day Supply) \$15/\$45 generic copayment \$30/\$90 formulary brand copayment \$55/\$165 non-formulary brand copayment Specialty Prescription Drug (30- day Supply) \$55 generic specialty copayment \$55 formulary brand specialty copayment \$55 non-formulary brand specialty copayment Maintenance Drugs through Mail Order (90-day Supply) \$30 generic copayment \$60 formulary brand copayment \$110 non-formulary brand copayment			
	Diabetic Equipment, Supplies and Education Diabetic equipment and supplies (NOTE: If you have prescription drug coverage through a program other than your Highmark plan, that plan should pay for diabetic supplies and equipment first.) Glucometer test strips, lancets, insulin and syringes should be obtained at a Participating Pharmacy.			
		HOME HOST	ENHANCED	STANDARD
Diabetic Education including Nutritional Counseling	100% after deductible	80% after deductible	60% after deductible	50% after deductible

Note that if service or procedure can't be performed at Home Host facility, service can be performed by Enhanced provider and will be covered at the Home Host benefit level.

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.

*The terms home host value, enhanced value and standard value are not descriptors of the provider's ability. This is not intended as a contract of benefits. It is designed purely as a reference of the many benefits under your program.

- (1) Your group's benefit period is based on a Contract Year. The Contract Year is a consecutive 12-month period beginning on your employer's effective date. Contact your employer to determine the effective date applicable to your program.
- (2) Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense.
- (3) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health.
- (4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply).
- (5) Coverage for eligible members to age 21. After initial analysis, services will be paid according to the benefit category (e.g. speech therapy). Treatment for autism spectrum disorders does not reduce visit/day limits.
- (6) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (7) Be sure your provider is aware that Highmark Utilization Management must be contacted for authorization prior to a planned inpatient admission or within 48 hours of an emergency or unplanned inpatient admission. Also note that certain outpatient procedures require prior authorization. If authorization is not obtained and it is later determined that all or part of the services received were not medically necessary or appropriate you will be responsible for the payment of any costs not covered by your health plan.
- (8) The formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. It includes products in every major therapeutic category. The formulary was developed by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. Your program includes coverage for both formulary and non-formulary drugs at the specific copayment or coinsurance amounts listed above. Under the soft mandatory generic provision, you are responsible for the payment differential when a generic drug is authorized by your provider and you purchase a brand name drug. Your payment is the price difference between the brand name drug and generic drug in addition to the brand name drug copayment or coinsurance amounts, which may apply. Your plan requires that you use a specific specialty pharmacy for hemophilia medications. Please contact member services for more details.