



**COPLEY
HOSPITAL**



AGREEMENT

Between

COPLEY HOSPITAL

And

COPLEY HOSPITAL UNITED

NURSES AND ALLIED

PROFESSIONALS

LOCAL 5109

May 30, 2021 to May 29, 2024

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PREAMBLE

This Agreement is made and entered into by and between Copley Hospital, hereinafter referred to as the "Hospital," and United Nurses and Allied Professionals, Local 5109, hereinafter referred to as the "Union." It is the intent and purpose of the parties hereto to set forth the basic Agreement covering rates of pay, hours of work, and conditions of employment to promote and further harmonious and productive labor-management relations, to act in a manner to assure mutual respect and dignity, and assure maximum professional service of the highest quality and efficiency to the Hospital's patients.

ARTICLE 2: RECOGNITION

The Hospital recognizes the Union as the exclusive representative for collective bargaining purposes for Class I, II, III & V practicing staff registered nurses employed by the Hospital at its Washington Highway, Morrisville, Vermont facility including all connecting buildings, but excluding all other employees, nurse educator, discharge planner, Clinical Administrative Supervisor, nurse managers, assistant nurse managers, nurse practitioners, nurse midwives, confidential employees, all other professional employees, technical employees, managerial employees, guards and supervisors as defined in the National Labor Relations Act.

ARTICLE 3: SCOPE OF AGREEMENT

It is acknowledged and agreed that during the course of the negotiations preceding the execution of the Agreement all matters and issues of interest to the Union, to the Bargaining Unit employees and to the Hospital pertaining to wages, hours and conditions of employment, have been fully considered and negotiated, that each party was afforded the unrestricted right to present and discuss proposals pertaining to wages, hours and conditions of employment and that the understandings and agreements arrived at among the parties during the course of said negotiations are fully set forth in this agreement.

The Agreement shall be binding in all respects upon the successors and assigns of the parties. The parties agree that a violation of this paragraph shall be deemed irreparably harmful to the Union and its members for the purposes of any application for injunctive relief.

The Union, the Bargaining Unit employees and the Hospital agree that during the term of the Agreement the parties shall be governed exclusively by and limited to the terms and provisions of the Agreement and that, except as specifically provided, neither the Hospital nor the Union shall be obligated to negotiate with respect to any matter pertaining to wages, hours or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this agreement.

ARTICLE 4: NON-DISCRIMINATION

The Hospital and the Union agree that there will be no discrimination in violation of any law/Hospital policy on the basis of an employee's race, color, sex, age, religion, national origin, handicap or disability, sexual orientation, or Union activity.

All references to gender contained in this Agreement shall be construed as being equally applicable, without reservation, to both male and female employees.

The Hospital and the Union agree that no employee shall be subjected to sexual harassment in violation of applicable law/Hospital policy.

The Hospital supports diversity, equity and inclusion efforts and agrees to review this topic regularly at its Recruitment and Retention Committee meetings. The Union shall have the right to appoint a member to Copley's Recruitment and Retention Committee.

ARTICLE 5: MANAGEMENT RIGHTS

Except as limited by express provisions of this Agreement, the Union and the Hospital agree that all rights, powers or responsibilities of the Hospital existing before the execution of the Agreement are retained by the Hospital and that these rights, powers and responsibilities shall belong solely and exclusively to the Hospital during the term of this Agreement including, but not limited to, the right to manage the Hospital's business and property, the right to determine the standards of service to be provided and standards of productivity and performance of its employees, the right to determine nursing, teaching and other professional standards and methods, the right to determine the size and composition of the work force including the utilization of contract/agency employees, to determine educational standards, to decide the number and location of offices, buildings, facilities and physical plant, to decide the quantity and type of equipment to be used in its operations, to determine the speed of such equipment and the content of job classifications, to promulgate rules and regulations, to select supervisory and managerial employees, to contract out work, to determine the time for work, staffing patterns and work areas, to determine the method and place of performing work including the introduction of improved production methods or facilities, to determine the scheduling of work and work breaks, to determine whether work shall be performed by Bargaining Unit employees or others, to establish standards of quality and quantity for work to be done, to determine whether any part of the whole of its operations shall continue to operate; to establish, change or abolish any classification or service, to maintain order and efficiency in its facilities and operations, to discharge probationary employees, to determine the duties of employees, to hire, to lay off, to assign, to transfer, to determine the qualifications of employees, to promote employees, to discipline, demote, suspend or discharge employees for just cause, to determine the starting and quitting times, to require overtime, to determine the number of hours to be worked, and to subcontract work. None of the exercise of these rights shall be done in an arbitrary or capricious manner.

Nothing in the Agreement shall be construed to restrict Management's rights to utilize supervisors and other managers in the performance of work normally performed by members of the Bargaining Unit.

ARTICLE 6: UNION SECURITY

Union Membership

All present employees in the Bargaining Unit shall, as a condition of employment, remain members of the Union to the extent of paying the normal periodic dues or agency fees uniformly required as a condition of Union membership.

All new employees hired into the Bargaining Unit shall, as a condition of employment, within thirty-one (31) days after the date of hire become members of the Union to the extent of paying the normal periodic dues or agency fees uniformly required as a condition of Union membership.

Checkoff

Upon receipt of a signed authorization by the employee involved, which authorization may be revoked by the employee with sixty (60) days written notice, the Hospital shall deduct from the employee's pay the dues or agency fees payable by him or her to the Union during the period provided for in the authorization. The amount due from each employee will be certified by the Treasurer of the Union and the authorization shall be in a form reviewed by the Hospital. Deductions shall be made based on the employee's pay cycle and in a manner convenient for the Hospital's payroll department, but shall be remitted to the Treasurer of the Union at the address specified by the Union in writing no later than the fifteenth (15th) day of the month following the deductions. The Hospital will furnish the Treasurer of the Union with a record of those for whom deductions have been made and the amounts of the deduction. The Hospital shall not be required to make deductions with respect to an employee for a payroll period in which the employee is on an unpaid Leave of Absence or layoff or for which the employee shall not have received net wages at least equal to the amount of the deduction. The Hospital shall cease making deductions upon the termination of the employee's employment or transfer to another position not covered by this Agreement or upon revocation by the employee of the authorization.

Indemnification

The Hospital assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union shall indemnify and save the Hospital harmless against any and all claims, demands, suits and other forms of liability or potential liability that arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with section II or with section I.

Information

The Hospital agrees to provide the Union on a biweekly basis with the name, address, phone number, unit, shift and FTE of newly hired staff registered nurses.

ARTICLE 7: DEFINITIONS

Class I

Class I Staff Registered Nurses are those who are regularly scheduled to work 72 or more hours in a regularly scheduled two week work period. These employees include 0.9 FTE

and 1.0 FTE (Full-Time Equivalent) employees.

Class II

Class II Staff Registered Nurses are employees who are regularly scheduled to work 40, but less than 72, hours in a regularly scheduled two week work period. These part-time employees include 0.5 through 0.8 FTE employees.

Class III

Class III Staff Registered Nurses are part-time employees who are regularly scheduled to work less than 40 hours in a regularly scheduled two week work period. These employees include 0.2 FTE through 0.4 FTE employees.

Class IV

Class IV Staff Registered Nurses are those who are hired on a temporary basis not to exceed six (6) months in duration. These employees are not in the Bargaining Unit and are not covered by this agreement. Class IV staff Registered Nurses excludes Class I, II, III and V employees who have been assigned to a temporary position within the Bargaining Unit.

Class V

Class V Staff Registered Nurses are per diem employees who are employed to work on an as-needed basis and may be called in according to the need as determined by the Hospital. Per diem employees are required to work 144 hours per fiscal year, and they are expected to be available to work a minimum of four (4) shifts per month, including at least two (2) shifts per month that are either an evening, night, or weekend shift. In addition, per diem employees shall be available at least one (1) holiday per calendar year. Per diem employees shall be removed from the hospital payroll if they do not work at least one (1) shift in any 180 day period, unless they have prior authorization from their Supervisor.

Supervisor

Any reference to a Supervisor shall refer to the employee's immediate Unit Supervisor, and it shall not refer to another Bargaining Unit employee.

ARTICLE 8: ORIENTATION

Orientation

A specific plan of orientation will be provided for each new and rehired employee according to his/her need and the need of the department. Such orientation shall be coordinated and planned by the Hospital during which time the newly employed Staff Registered Nurse shall have a competency assessment. Based on the results of that assessment, an individualized orientation shall be planned to include an introduction to Hospital procedures and policies, and any other appropriate programs to fulfill the requirements of the position.

Any changes to the orientation program will be discussed with the Nursing Practice Committee prior to implementation.

All Hospital orientation and in-services shall be considered paid time.

During the initial Nursing Department Orientation, thirty (30) minutes of paid time for the purpose of orientation to the Union will be made available. The Union may schedule an additional thirty (30) minutes, if necessary. The Union's secretary will be notified at the time of hire when a nurse is scheduled for orientation.

Whenever the Hospital introduces new procedures and/or equipment requiring additional training or instruction, employees shall be provided such training and/or orientation (referenced in Exhibit C).

Probationary Period

The probationary period for all newly hired or rehired nurses shall be three (3) months within which time they may be laid-off, disciplined or terminated by the Hospital without recourse by them or the Union under this Agreement. The probationary period may be extended at the discretion of the Hospital for a period of time not to exceed ninety (90) days.

All newly hired registered nurses shall receive a copy of the job description for the employee's position as well as notice of the Unit within the Department of Nursing to which the employee is initially assigned, and the hours, shift(s) and FTE status to which the employee is initially assigned.

ARTICLE 9: SENIORITY

Seniority Computation

Definitions:

Bargaining Unit Seniority: For Class I, Class II and Class III RNs Bargaining Unit Seniority (for the purposes of layoff, recall and filling of vacancies) shall be defined as the length of time an RN has worked continuously since his/her most recent date of hire as a Staff Registered Nurse.

Hospital Seniority: Hospital Seniority shall be defined as the length of time an employee has worked continuously since his/her most recent date of hire with the Hospital.

Per Diem Seniority: As of May 29, 1998 Bargaining Unit Seniority shall be based upon hours worked.

Employee Addresses

It is the employee's responsibility to keep the Hospital notified of his/her correct address and telephone number, and no liability shall fall on the Hospital if it relies on the last known address on file with the Hospital.

Seniority Lists

Seniority lists will be posted effective with the pay period ending closest to December 31 and June 30 of each year, unless, due to a reduction in the work force, a list is otherwise required. The Seniority Lists will include:

- a. Bargaining Unit Seniority
- b. Hospital Seniority

The posted lists will conclusively establish a nurse's seniority unless the nurse protests it in writing within thirty (30) days after posting.

Loss of Seniority

An employee shall lose all seniority if:

- a. S/he voluntarily quits or retires and is not rehired within thirty (30) days;
- b. S/he is discharged and not reinstated;
- c. S/he transfers to a position outside of the Bargaining Unit;
- d. S/he is laid-off or off the active payroll for any reason for eighteen (18) months or the length of Bargaining Unit Seniority, whichever is shorter;
- e. S/he is absent beyond the agreed period of Leave of Absence without prior written approval from the Hospital;
- f. S/he is absent two (2) consecutive scheduled work days without notifying the Hospital unless the employee can demonstrate a physical inability to contact the Hospital;
- g. S/he is laid-off and fails to report for work within five (5) working days after receipt of a notification to report to work, or ten (10) working days after receipt of a notification to report to work if the recalled employee must provide a fourteen (14) calendar day notice to another employer;
- h. S/he is laid-off and cannot be notified at the address on file with the Hospital at the time s/he is subject to recall;
- i. The employee gives a false reason for a Leave of Absence;
- j. The employee engages in other employment which is in conflict with the stated purpose of a Leave of Absence.

ARTICLE 10: HOURS OF WORK

Work Week

- 1. The normal work week is the period of seven (7) consecutive workdays and commences at 7:00am on Sunday. The normal workday consists of twenty-four (24) consecutive hours commencing at 7:00am each day.
- 2. Weekend hours commence at 11:00pm on Friday and end at 11:00pm on Sunday for those working eight (8) hour shifts. Weekend hours commence 7:00pm Friday and end 7:00pm Sunday for those working twelve (12) hour shifts.
- 3. For all nursing units any 8-hour day shift shall commence on or after 6:00am and end on or before 6:30pm. Nontraditional day shifts shall be any shift commencing on or after 6:00am and ending on or before 7:30pm.
- 4. Evening shift shall be any shift commencing on or after 3:00pm and ending on or before 11:30pm.

5. The night shift shall be any shift commencing on or after 7:00pm and ending on or before 7:30am.
6. The parties recognize that the scheduled number of hours worked in a day and/or work week may vary according to the needs of the Hospital.

Meal and Rest Periods:

1. For each shift that a registered nurse works for six (6) hours or more s/he shall receive an unpaid, duty-free thirty (30) minute meal period, as defined by state and federal law. The meal period shall be scheduled by the Supervisor or designee, first considering nursing department patient care needs and then individual preferences. If the Supervisor determines that patient care needs/requirements dictate the nurse remain in the patient care area without benefit of a meal period, and so instructs the nurse, s/he will be paid for his/her meal period. If a nurse performs work during their meal period, they will report it on their time report.
2. A nurse who works four (4) consecutive hours during a workday shall receive, at a time scheduled by the Hospital, a paid fifteen (15) minute rest period. Rest periods are considered worked time and are scheduled at the discretion of the Supervisor and/or designee. The Hospital and the Union recognize that there may be occasions when the ability to schedule a rest period is prevented due to departmental patient care responsibilities. Employees may not leave the premises during the rest period. Rest periods cannot be accumulated.
3. **Rest Period When Called In While On Call:** If the call-in assignment is completed ten (10) hours or more prior to the next scheduled work start time, RNs will report for work at their regularly scheduled time. If the call-in assignment is completed within eight (8) hours of the regularly scheduled work start time the RN may report to work at the regularly scheduled time or report to work no later than ten (10) hours after the call-in assignment was completed, in which case the RN may elect to take unpaid time, use ETO or the Supervisor may elect to approve VTO. The RN is responsible for notifying the Supervisor of the start-time option chosen as soon as possible, but in no case later than upon completion of the call-in assignment. The provisions of this section will not apply if the first call for the call-in assignment is within three (3) hours of the beginning of the regularly scheduled work start time.

Work Schedules:

1. A work schedule for Registered Nurses will be posted by the Hospital twelve (12) days in advance of the first day on which the schedule is to become effective. The specific work schedule shall cover a period of at least four weeks.
2. For unplanned circumstances, such as resignations or leaves of absence, when changes to the schedule are necessary, the following will occur:
 - a. the Hospital will seek qualified volunteers to fill the vacant shifts
 - b. the schedule changes will affect employees in inverse order of seniority among the available, qualified employees on a rotating basis.

3. A request off book will be located on each nursing unit in an accessible area designated by the nurse manager where all requests for time off must be submitted in writing six (6) weeks prior to the beginning date of the new schedule. Any arrangements for time off after this six (6) week time frame will be the responsibility of the nurse and shall be made after the schedule is posted. Requests to switch shifts will be submitted to the Supervisor and/or designee a minimum of twenty-four (24) hours in advance of the desired change. In emergent situations, this twenty-four (24) hour requirement may be waived. Registered Nurses will be allowed to switch shifts or find their own replacement provided:
 - a. The replacement is qualified to do the work, as determined by the Hospital, and
 - b. Overtime is not incurred by either party, unless approved by the Hospital and
 - c. The Request for Schedule Change Form has been approved by the Supervisor and/or designee in advance of the change.

Once such a change is made, the Registered Nurses who have agreed to switch shifts are responsible for their newly agreed upon schedule.

Once the schedule has been posted, per diem nurses may not cancel.

4. In response to decreases in workload, census and/or other such factors, and with the prior approval of the Supervisor on duty, a nurse may agree to stop working and either:
 - a. take Voluntary Time Off (VTO), or
 - b. elect to use available ETO,

Earned time and benefits will accrue for all voluntary hours taken. A nurse who agrees to be on-call for a scheduled shift (regardless of whether they are on VTO or ETO) shall receive \$12.00 for each hour s/he remains on call. Voluntary Time Off shall be offered on a fair and equitable basis consistent with staffing and patient care needs.

If a nurse does not agree to stop working, a nurse may elect one or more of the following assignments with the prior approval of her/his Supervisor:

- a. Consistent with this Agreement, a nurse may be floated to another unit
- b. A flex nurse may displace a Class V employee in another unit
- c. Accept assignments to another shift, if need exists
- d. Work to complete his/her required educational/competency requirements
- e. Work to complete specific educational requirements created by the Education Department or Supervisor
- f. Work towards familiarization in a different department
- g. Attend in-services, if available
- h. Work on designated approved projects, such as required chart reviews, preparing for case reviews or work on quality improvement projects.

Per Diem Call-Off: Per diems shall be given seventy-five (75) minutes' notice to be called off for a scheduled day shift and two (2) hours' notice to be called off for any other scheduled shift. If called off in less than time, the per diem will get minimum cancellation pay or be on call for the shift.

5. Procedure for allocating extra scheduled hours:
 - a. Post all uncovered shifts fourteen (14) days prior to schedule posting date for a period of seven (7) days.
 - b. All staff and flex staff will complete a "Request for Additional Shifts form and present to the unit manager within the seven (7) day period if they would like to request additional shifts.
 - c. Offer shifts to per diems according to availability with shifts distributed equitably.
 - d. Offer shifts to regular unit-based staff on a rotating basis, starting with the most senior selecting first, one (1) shift at a time.
 - e. Offer shifts to Flex nurses on a rotating basis, starting with the most senior selecting first, one (1) shift at a time.
 - f. Any other qualified nurse(s) in the hospital on a rotating basis, starting with the most senior selecting first, one (1) shift at a time (said nurse shall be oriented to the unit prior to assuming an assignment).
 - g. A Registered Nurse who volunteers to work additional hours above her/his FTE may be cancelled prior to working the additional hours.

6. When the Hospital needs to respond to unplanned absences, increases in workload, census and/or other such factors, extra hours and/or shifts will first be offered as follows:
 - a. Volunteers will be sought from Class II, Class III and Class V employees.
 - b. If qualified volunteers are not identified from Class II, Class III and Class V employees, volunteers will be sought from Class I employees.

Changes in Regular Work Schedules

During the life of this Agreement, the Union recognizes that it may be necessary for the Hospital to change permanently the assignment to nursing units or shifts and/or hours of shifts defined earlier in this article. No such changes will be made without the opportunity for discussions with the Union, provided the Union responds in a timely manner and does not seek to delay the discussions. Absent an emergency, any employee affected by such changes will receive at least thirty (30) days' notice thereof. In the event that a change affects less than all of the employees in a particular nursing unit, Bargaining Unit seniority will apply in selecting those employees who will be affected by the change provided they are competent, as defined in Article 16, Reduction in Work Force.

Non-Traditional Shifts

For the duration of this Agreement, the Hospital shall incorporate non-traditional shifts into the Nursing Department's regular recurring schedule, as follows:

1. The Hospital may schedule regular shifts of 8, 10, and 12 hours. Regular shifts of less than 8 hours may be scheduled only with prior approval of the employee.
2. The Hospital will determine the number and the location of twelve (12) hour shifts to be offered. The minimum number of twelve (12) hour shifts to be offered is as follows and is contingent upon matching shifts:
 - a. ACNU: four (4) matching sets of twelve (12) hour shifts
 - b. Birthing Center: two (2) matching sets of twelve (12) hour shifts
 - c. Emergency Department: one (1) matching set of twelve (12) hour shifts

3. The parties agree to add the following to the existing Non-Traditional Shifts language:
 - a. Emergency Department Seasonal Shift of 1:00pm – 9:30pm.
 - b. Emergency Department shift of 9:00 am-9:30pm. No matching shifts required. Evening shift differential shall be paid beginning at 3:00pm.
 - c. Emergency Department shift of 11:00am – 11:30pm. No matching shifts required. Evening shift differential shall be paid beginning at 3:00pm.
 - d. The parties agree that existing shifts shall not be converted to these new shifts.
 - e. RNs shall not be forced to fill in on these new shifts listed above.

4. With respect to the establishment of a “swing shift” the parties do hereby agree that:
 - a. Job postings for the swing shift shall be posted with evening (3:00pm – 11:30pm) rotation.
 - b. Evening shift differential shall be paid beginning at 3:00pm.

5. Perioperative Scheduling
 - a. Goal

Cases will be scheduled to be completed by 1530 in one (1) OR, by 1730 in one (1) OR, and by 1830 in one (1) OR. It is not the intent that add-on cases will be scheduled if they would likely extend beyond 1830 unless it is for an urgent case or if there are volunteers to stay late. Urgent is defined as requiring surgical intervention in less than 24 hours and needs to be done as soon as possible.
 - b. Shift Coverage

Intraop:

 - The eight-hour Intra-op shift is defined as 1000 to 1830.
 - Intra-op 10-hour shift shall begin at 0800 and end at 1830.
 - Evening shift differential shall be paid beginning at 1500.
 - Ten-hour shifts shall be offered in “bundles” of four (4) ten-hour shifts. In the Operating Room, there are five (5) “bundles” of four (4) ten-hour shifts available to be offered. An internal rollover based on Bargaining Unit seniority shall be implemented to offer the ten-hour shifts.

PACU, OPD, Infusion:

 - Evening shift differential shall be paid beginning at 1500.
 - OPD 10 hour shifts will begin at 0700 and end at 1730.
 - PACU 10 hour shifts shall either begin at 0630 and end at 1700 or shall begin at 0800 and end at 1830. A staff RN who works ten-hour shifts in PACU may be scheduled to work either shift. Two (2) “bundles” of four (4) ten-hour shifts shall be offered in PACU.
 - A twelve-hour swing shift shall be scheduled in PACU and the hours shall begin at 0830 and end at 2100. There shall be a 0.9 FTE and a 0.6 FTE PACU swing shift position. The twelve-hour swing shift RN in PACU shall have the option of fulfilling their on-call responsibility on either a scheduled day off or on a workday.

6. Furthermore, with regard to nontraditional shifts:
 - a. Working in non-traditional shifts will be on a voluntary basis.
 - b. Nurses will be selected to work non-traditional shifts in accordance with the

selection process outlined in Article 13, Vacancies.

- c. The Hospital may consider a reduction in weekend obligations to every third (3rd) if the operation of nontraditional shifts provide necessary coverage.
 - d. Weekend and weeknight call rotation in Intra-operative Care and Post-Anesthesia Care/Pre-surgical Care will remain as contracted.
 - e. The Hospital may consider an additional non-matching twelve (12) hour shift in each unit if the scheduling of that shift meets the scheduling need of the unit.
7. A member of the Bargaining Unit in each unit (selected by the Union) may make recommendations to their manager in developing schedules.
 8. The Hospital may make changes to non-traditional shifts by providing the Union and the affected employees at least 30 days' notice. The Hospital shall not make changes to the minimum number of 12-hour shifts in Section 2 or the OR case schedule in Section 5(a) unless the Union approves of such change.

Weekends

1. Class I, II and III Staff Registered Nurses will not be required to work more than twenty-six (26) weekends each calendar year, except in an emergency. The Hospital will endeavor to grant every other weekend off. The Hospital agrees to a premium pay arrangement for Class I, II, and III nurses of \$2.00 per hour, in addition to the weekend shift differential specified in Article 18, for the twenty-fifth (25th) and twenty-sixth (26th) weekends per year, provided that documentation is given to their manager with regard to the number of additional weekends worked. If a Staff Registered Nurse wishes to work more than twenty-six (26) weekends per calendar year on a voluntary basis, s/he may do so with the approval of the Hospital but without benefit of premium pay as specified above.
2. Registered Nurses who are Day/Night rotators shall be scheduled for Sunday night on their weekend off on a voluntary basis only.

Holidays

During the term of this agreement, the following shall be observed as holidays:

New Year's Day
Memorial Day (Federally observed)
July 4th
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Holidays are observed commencing 0700 the day of the holiday through 0730 of the following day, except New Year's Day and Christmas Day, which commence at 1900 of the day before the holiday and end at 1930 on the day of the holiday. Staff Registered Nurses who work on a designated holiday will be paid the appropriate holiday differential.

The Hospital shall schedule Class I, Class II and Class III Staff Registered Nurses on an alternating basis as per the following holiday rotation:

Holiday Rotation I - New Year's Day, July 4th, Veterans Day and Christmas Day

Holiday Rotation II - Memorial Day, Labor Day and Thanksgiving Day

When a holiday occurs on a weekend, holiday rotation takes precedence over weekend scheduling.

Staff Registered Nurses will be allowed to switch holidays or find their own replacements from other employees, including per diems who volunteer to work holidays, provided that the replacement is qualified to do the work as determined by the Hospital.

Shift Rotation

There shall be no required rotations for nurses hired into evening and night shift positions and all evening and night shift vacancies will be posted without required rotation. All evening and night shift vacancies will be posted as such. The hospital's objective is to distribute positions on these shifts that will provide for no regularly scheduled rotation provided all positions are filled.

Day shift positions may be required to rotate up to a maximum of twenty per cent (20%) of their regularly scheduled hours, as measured by a calendar quarter. Required rotation shall be distributed as fairly and equitably as possible, given staffing and patient care needs.

Nurses who are scheduled to shift rotation shall not be scheduled to more than two (2) different shifts, unless they agree to do so. An employee shall not be scheduled for rotation, which results in the employee rotating to the evening shift or night shift and having to return to work the next morning on the day shift.

Floating

All Staff Registered Nurses may be required to float to assist other units as determined by the needs of the Hospital.

The Hospital shall first seek qualified volunteers, then float qualified per diems, then float qualified nurses in inverse order of seniority on a rotating basis. Nurses who are floated will only be assigned duties for which there are documented competencies as defined in Article 16, Reduction in Work Force, or they may be given duties based on the application of general nursing knowledge and skills. Nurses who are floated to a unit for which they are not cross-trained shall not be required to take a patient assignment. However, a nurse may volunteer to take a patient assignment. Every effort will be made to avoid floating a nurse to two (2) different nursing units in one day.

Pay Day

The Hospital will not change the current pay day and/or pay period in effect at the time of this Agreement without notification to the Union.

Position Control

Any request by a Staff Registered Nurse to decrease their regularly scheduled hours (FTE status) will be granted at the sole discretion of the Hospital. The decrease in hours and change in benefits shall be effective no later than two (2) months from the date of the written agreement to do so. Employees granted a decrease in FTE status will be required to work their regularly scheduled shifts until a suitable replacement can be found or when a maximum of sixty (60) days have passed, whichever occurs sooner.

A Staff Registered Nurse may request up to an additional 0.2 FTE by submitting such a request to their manager in writing. In addition, a manager may request up to an additional 0.2 FTE. If the manager approves up to an additional 0.2 FTE, the request shall be posted on the unit in the same location as the posted work schedule for seven (7) calendar days. The additional hours shall be awarded by seniority within the unit. The decision to grant such requests is at the sole discretion of the Hospital.

Job Sharing

Job sharing is an opportunity to enhance recruitment of new staff and at the same time retain current staff through work/life balance. Job sharing is defined as two (2) employees assigned to the same posted position. The position is shared voluntarily between two (2) employees. Job sharing must ensure the continuity of the work being done in the same unit with two (2) individuals working as a team to accomplish one (1) position's duties. The guidelines set forth below will serve as the method of administration for this program for any position posted as a job sharing position. For incumbents participating in job sharing her/his FTE will not be posted.

1. Positions are subject to sharing between two (2) employees (employees must create their own job sharing teams) who must each have at least one (1) year's experience (within the last three years) in the position.
2. Members of the job-sharing team must be similarly qualified for the position.
3. Members of the job-sharing team will be responsible for dividing the hours between them, and covering for each other's scheduled time off. Job-share team members will need to ensure that vacation days and scheduled holidays and weekends are covered.
4. Each member of the team will accrue paid benefits on the same basis as part-time employees according to the designation of their FTE based on the agreement provided that the division of hours can only be changed once per year on the anniversary date of this job-share agreement.
5. A job-sharer may indicate her/his intention to terminate a job-sharing agreement by giving a two (2) week notice.
6. If one (1) member of the job-sharing team leaves the position for any reason including termination, at any time, the other team member must cover the schedule for up to thirty (30) days, during which time s/he may either (a) find a replacement (b) bid on an available posted position or (c) choose to fill the position permanently as a regular employee.

7. Members of the job-sharing team must execute the Job Sharing Agreement. The final agreement will be a formal, signed document that will be reviewed with HR and the Union. Prior discussion and agreement are essential before the job share can begin.
8. Prior to implementation of this agreement, the Union and the Hospital will develop a standard job sharing form. The job share agreement must address the hours that each partner will work and the split related to hours and benefits.
9. Where a job-sharer relieves another job-sharer during a planned or structured period of absence for less than a four (4) week cycle, the aggregate number of hours worked by the remaining job-sharer shall not result in overtime hours unless approved by management.

ARTICLE 11: PERFORMANCE EVALUATIONS

The Hospital shall continue its policy of annual written performance evaluations. The employee shall meet with the evaluating Supervisor(s) to discuss the evaluation which shall be signed by the employee and the evaluating Supervisor(s). At the time of the performance evaluation, a place will be provided on the evaluation form on which the employee may make written comments regarding the evaluation. Upon request, the employee may take up to one (1) week to complete comments. A copy of the evaluation shall be provided to the employee.

ARTICLE 12: FLEX POSITION

All RN positions are Unit based. However, in order to consistently meet patient care needs, it is desirable that the Hospital maintain a sufficient pool of Flex RNs that are capable of working in multiple nursing units. For purposes of this article only, nursing units are defined as: Acute Care Nursing Unit; Emergency Department; Birthing Center; Operating Room; PACU/Pre-op; OPD; Infusion; and Multi-Specialty Clinic.

- A Flex RN is defined as a RN that can take a patient assignment in a Nursing Unit that is outside of their primary Nursing Unit.
- The Flex RN has met the requirements of the Job Description for their primary unit and demonstrated the minimum requirements identified for the secondary unit(s).
- The Flex RN program will consist of up to ten (10) Class 1/Class 2 RNs and twenty (20) Class V RNs. Class V RNs must identify their primary unit when applying for a Flex position.
- Flex RN positions will be posted internally as a separate 0.0 FTE position.
- Staff interested in becoming a Flex RN, but who need additional training, can request to be trained by contacting the Supervisor of both the primary unit

and secondary unit(s). A written training plan that includes goals and timelines will be agreed upon by the RN and department supervisor(s) prior to training. Once training is completed, the RN can apply for one of the posted positions.

- Training to a secondary nursing unit will be done during periods of low work volume or coordinated schedule coverage with the department supervisors for the scheduled training time.
- Flex training will be performed within the FTE and will not incur overtime unless approved by department supervisors in advance. Class V employees will coordinate with department supervisors to schedule training time around the scheduling needs of their primary nursing unit.
- Flex RNs can be scheduled on secondary unit(s) in advance or ‘just-in-time’ providing that their primary department is appropriately staffed.
- Flex RNs that have not worked in their secondary department will make arrangements with the Supervisor of the secondary department for refresher training as needed.
- Flex RNs that have not worked in their secondary department within a ninety (90) day period may elect to end their flex commitment with seven (7) days’ notice.
- A Flex RN who changes positions or FTE must file a new Flex agreement based on the new primary unit and/or FTE.

Flex RNs will sign a yearly commitment agreement and be compensated \$1.00 per hour for every hour worked and \$2.00 per hour for hours worked on their secondary unit(s) along with any applicable differentials. Flex RNs may drop their Flex commitment with a minimum of sixty (60) days’ written notice. Flex agreements will end after one (1) year unless the RN has applied for renewal.

The Hospital reserves the right to cancel this program at any time or adjust the number of participants based on the needs of the Hospital after giving the Union sixty (60) days’ notice.

ARTICLE 13: VACANCIES

Posting

Vacancies for all Bargaining Unit positions and hours, which the Hospital determines to fill, will be posted for a period of seven (7) calendar days on authorized Hospital bulletin boards. The Hospital may decide to fill such positions and hours immediately pending final selection of an applicant. The posting shall set forth required qualifications, which shall be standard for each nursing unit, desired qualifications and other information including the shifts, hours of work and nursing unit. Job descriptions will be available in the Human Resources Department.

An RN's FTE may be distributed across no more than two (2) units. If a position is distributed across two (2) units, weekend and holiday coverage responsibilities will be designated in the posting.

Application and Interview

Any nurse interested in applying for a posted position must submit a Transfer Request Form to Human Resources prior to the close of the posting period. After screening by the Human Resources Department, Registered Nurses who do not meet the posted qualifications, as specified on the job posting list, will be notified within seven (7) calendar days. All Registered Nurses who meet the posted qualifications will be interviewed. Probationary nurse(s) may apply for a posted position within the same unit(s) in which the RN holds her/his FTE.

Selection

The positions will be filled on the basis of qualifications defined as experience, training, education, ability and previous employment record as determined by the Hospital.

1. Applicants from within the nursing unit: When there are applicants from within a unit who meet the qualifications as specified on the job posting list, the position shall be awarded on the basis of Bargaining Unit seniority. Class I, II, or III applicants within the unit shall receive first priority with regard to selection. If there are no unit-based applicants from Class I, II, III then selection shall be made from among unit-based per diems and employees actively participating in Flex.
2. Bargaining Unit applicants from outside the nursing unit: If the vacancy is not filled from within the nursing unit then the position shall be awarded to the most qualified Bargaining Unit applicant. If qualifications are equal then Bargaining Unit seniority shall be the determining factor.
3. When there are no candidates who meet the posted qualifications, the Hospital may select the most qualified candidate.
4. No vacancies will be filled from outside the Bargaining Unit if there are Bargaining Unit applicants who meet the qualifications as set forth on the job posting list.

Successful internal candidates will assume their new position as soon as departmental staffing needs allow. The nurse will assume the new position as expeditiously as possible. It is expected that this will occur within six (6) weeks, but in no event shall the change be made if it jeopardizes patient care or would diminish the Hospital's ability to provide a full range of nursing services. An employee retains the right to return to their former position provided that they do so within fourteen (14) calendar days of the first day of work in their new position and the former position remains vacant.

An employee not selected to fill a vacancy for which s/he has applied shall, upon request, be given the reason(s). So long as the Hospital complied with the procedural requirements of the Article in filling the position and so long as the Employer's determination of qualifications and the equality thereof is not made for arbitrary or capricious reasons, it shall not be subject to the grievance and arbitration provisions of this Agreement.

New Positions

If a Nursing Unit is consistently (at least 20 hours per week over 4 months) staffed with regular RNs working above their FTEs, non-Bargaining Unit nurses, per diem nurses, nurses from other units, Flex nurses above the minimum work requirement, agency nurses or staff-rotated, a new position will be established for those hours and posted according to Article 13: Vacancies. Hours filled for vacation coverage, illness, unfilled posted vacancy, Leave of Absence or education shall not be counted.

Temporary Bargaining Unit Vacancies

All temporary vacancies and positions shall be identified as such at the time they are posted.

Temporary positions shall be posted and filled for a period not to exceed one hundred eighty (180) calendar days.

ARTICLE 14: CORRECTIVE ACTION

The Hospital shall have the right to discipline, suspend, or discharge any nurse for just cause. Normally, the corrective action steps shall proceed as follows:

- Documented verbal warning
- Formal written warning
- Suspension
- Discharge

In appropriate circumstances suspension or discharge may be imposed in the first instance.

Prior to any meeting which may result in a corrective action, the nurse shall be informed of the purpose of the meeting. The parties recognize the RNs right to request local Union representation during a meeting which may lead to discipline and, if requested, the Hospital shall grant it. If during a meeting where a steward was not originally requested the course of conversation changes and a RN feels the need for Union representation, the meeting can be paused until a steward is available.

In the event a nurse is discharged, the employee shall receive written notification.

ARTICLE 15: PERSONNEL FILES

The Employer shall maintain one official personnel file for each employee. With prior written notice RNs shall be entitled to inspect their personnel file during normal business hours and in the presence of a member of the Human Resources Department.

All material placed in an employee's personnel file shall be deemed to be confidential and no such material shall be released to unauthorized individuals without prior written authorization of the employee to whom the material pertains.

There shall be no performance evaluations or disciplinary documents placed in the file

without a request for the signature of the employee. The employee's signature will not constitute agreement, only knowledge of the document's content.

For purposes of corrective action, after two (2) years, disciplinary documents shall not be admissible to establish an element of progressive discipline, provided that there has been no other documented discipline since then. Exceptions to this include sexual harassment, substance abuse, confidentiality (including HIPAA), medication or drug diversion, patient abuse or mistreatment, and billing compliance violations, which will remain in effect for as long as the employee is employed.

ARTICLE 16: REDUCTION IN WORK FORCE

Layoffs

1. When the Hospital finds it necessary to reduce the workforce through layoff the following procedures will apply in sequence:
 - a. The Hospital shall designate the unit(s), FTE(s) or portions thereof, shift(s), and employee(s) in the position(s) to be eliminated.
 - b. Registered Nurses in each affected unit and designated shift(s) will have the opportunity to volunteer to be laid off, provided the remaining employees possess the competencies to perform the required duties and are willing to work the required hours. In the event more employees volunteer than positions to be eliminated, seniority will prevail.
 - c. Travelers will be released first, provided the remaining employees possess the competencies to perform the required duties and are willing to work the required hours.
 - d. Temporary nurses shall be laid off next, followed by probationary nurses, provided the remaining employees possess the competencies to perform the required duties and are willing to work the required hours.
 - e. Employees who have been designated for layoff may apply for a posted Bargaining Unit vacancy, if available, in accordance with Article 13: Vacancies.
 - f. If an employee does not fill a vacancy pursuant to the preceding paragraph, then the employee will have the option either to be laid off, or will have the ability to displace the least senior nurse in the following sequence:
 - (1)
 - a) Same unit, same competencies, same FTE status, same shift/shift rotation or
 - b) Same unit, same competencies, same shift/shift rotation, closest FTE status or
 - c) Same unit, same competencies, same FTE status, different shift/shift rotation or
 - d) Any unit, same competencies, same FTE status, same shift/shift rotation.
 - (2)
 - a) Any unit, same competencies, same shift/shift rotation, closest FTE status or
 - b) Any unit, same competencies, closest FTE status, different shift/shift rotation.
 - c) Employees who have been displaced as a result of the process set forth in paragraph E above, will be entitled to follow the displacement

procedure set forth in paragraph E.

- d) An employee who has been designated for layoff and unable to displace another nurse as specified in paragraph E will be laid off.
- e) A displaced employee who is unable to displace another nurse as specified in paragraph E will be laid off.
- f) Final voluntary layoff or displacement decisions must be made and written communication presented to the Senior, Director, Human Resources Director within thirty-six (36) hours of notification of layoff.

- 2. For the purpose of the layoff process, the following definitions shall apply:
 - a. Nursing units shall be designated as:
 - 1) Acute Care Nursing Unit
 - 2) Surgical Services
 - 3) Birthing Center
 - 4) Emergency Department
 - 5) Multi-Specialty Clinics
 - b. Same competencies are defined as having been scheduled a minimum of four (4) times within the previous sixty (60) days and having functioned as a “primary” or a “second” in one (1) or more of the areas of patient care listed below:
 - 1) Acute Care Nursing Unit
 - 2) Surgical Services
 - 3) Birthing Center
 - 4) Emergency Department
 - 5) Multi-Specialty Clinics

* or having performed the duties of the position in the fully competent manner as determined by the Hospital. Such judgment shall be based on acceptable professional standards e.g., ANA, AORN, AWHONN, ASPAN, AACN, ENA.

- 3. Seniority shall continue to accrue during a layoff, provided a nurse is recalled or returns to a Staff Registered Nurse position within eighteen (18) months.
- 4. The Hospital will continue to pay its share of the cost of medical and dental insurance coverage during the first month an employee is on layoff, provided the employee continues to pay her/his share of the cost.
- 5. The Hospital will, except in an emergency, provide the Union and the affected nurses with at least one (1) week notice.

Recall

- 1. If vacancies are not filled through the internal vacancy filling process, nurses on layoff shall be recalled in the reverse order of layoff, except for temporary nurses, who have no recall rights, provided the nurse recalled is:
 - a. Competent to perform all the requirements of the position, as specified on the Job Posting List, and
 - b. Willing to work the required FTE status and shift/shift rotation.

2. Employees to be recalled will be contacted by phone and personal email. Employees will have two (2) calendar days from the date of the phone call and personal email in which to accept recall to work and must report to work within five (5) working days [seven (7) calendar days] or ten (10) working days [fourteen (14) calendar days] if the recalled employee must provide notice to another employer. Employees who cannot be reached at their last known address or who do not accept an offer of recall will lose their right to be recalled.

Employees on layoff will be on a Recall List for a period of eighteen (18) months. Employees on layoff will be responsible for notifying the Hospital of changes in their personal email address or phone number.

ARTICLE 17: WAGES

Salary Scale

Effective with the first full pay period in October 2021, the salary scale for Staff Registered Nurses will be as indicated in Exhibit B, which incorporates a 27-step wage range.

Bargaining Unit employees will receive a 2% general wage increase in each of October 2021, October 2022, and October 2023. Each year, RNs shall advance to the next highest Step as indicated on the first full payroll period after their anniversary date. RNs who are on the last step and therefore not eligible for a step increase will receive a bonus equal to 2% of their total compensation for the prior twelve (12) months, payable in four (4) equal installments, paid out on a calendar quarter basis.

Bargaining Unit employees who are in the Unit Resource Nurse position shall be paid an additional \$3 per hour.

Class V Staff Registered Nurses

Per diem RNs will be paid an hourly rate, plus a 15% incentive component.

New Hire Bonus Program

If the Hospital determines that a new hire bonus program would help recruit new nurses, the Hospital shall give the Union thirty (30) days' advance notice to discuss the program and possible alternatives.

ARTICLE 18: SHIFT, WEEKEND & HOLIDAY DIFFERENTIALS ON-CALL PAY, TEAM LEADER PAY, SHORT NOTICE PAY, CANCELLATION PAY & AMBULANCE TRANSPORT PAY

Shift Differential

1. Shift differentials shall be paid to those Staff Registered Nurses who work 50% or more of their scheduled shift between 3:00pm and 11:30pm for evening shift or 11:00pm and 7:30am for night shift.

- a. Evening shift differential shall be \$2.25 per hour.
 - b. Night shift differential shall be \$4.50 per hour.
2. When a day shift or evening shift nurse is authorized to work more than their regular eight (8) hour shift and works more than four (4) hours into the next shift, the nurse will receive the appropriate evening or night shift differential for all hours worked into that shift. Nurses working the night shift will receive the night shift differential for all authorized hours worked over their regular eight (8) hour shift.
 3. With respect to a twelve (12) hour day shift, an RN shall receive the evening differential beginning at 3:00 pm.
 4. With respect to a twelve (12) hour night shift, an RN shall receive the evening differential for hours worked between 7:00pm and 11:00pm and the night differential shall be paid beginning at 11:00pm to the end of the shift.

Weekend Differential

1. Staff Registered Nurses who work any shifts between 11:00 pm on Friday evening and 11:00 pm on Sunday evening shall receive a weekend differential of \$2.25 per hour, for Class I, II, III & IV Staff Registered Nurses, in addition to applicable shift differentials referenced above.
2. Weekend differential for Class V (per diem) Staff Registered Nurses will be \$3.00 per hour.

Holiday Differential

1. Class I, Class II, Class III, and Class V Staff Registered Nurses who are required to work on a Hospital observed holiday shall be paid at a rate of one-and-one-half (1-1/2) times base hourly rate, plus applicable shift differentials.
2. For the purpose of holiday differentials, the Hospital observed holidays include: New Year's Day, Memorial Day (Federally observed), July 4th, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. Holiday differential will be paid from 0700 on the day of the holiday through 0730 of the following day, except Christmas and New Year's Day. With regard to Christmas and New Year's Day differential, Holiday Differential will begin at 1500 on December 24 and end at 2300 on December 25. New Year's Holiday Differential will begin at 1500 on December 31 and end at 2300 on January 1.

On-Call Pay

1. On call pay for Surgical Services will be paid as follows:
 - a. Regular call pay will be \$4.75 per hour. Beginning one-half hour before the close of the latest scheduled shift through the start of the next scheduled day shift, nurses assigned to on-call hours in Surgical Services shall receive regular on-call pay for each hour on call Monday through Thursday.
 - b. Weekend call pay will be \$5.50 per hour for each weekend hour on call. It is understood that weekend OR call hours begin on Friday one-half hour before the close of the latest scheduled shift and end on Monday at 8am and weekend

PACU hours begin on Friday one-half hour before the close of the latest scheduled shift and end on Monday at 8am.

- c. In the event that either unit closes early, call will be covered by the staff on duty at that time. In the event that the hours of operation of the unit change the on-call hours would change accordingly. When called into work while on call, these nurses will receive a rate of pay equal to one-and-one-half times their base hourly rate, and any applicable differentials.
 - d. Nurses assigned to on-call hours in Surgical Services on Hospital designated holidays shall receive \$7.25 per hour for each hour on call. With regard to “on-call” pay for Christmas and New Year’s Day, call pay will begin at 1500 on December 24 and end at 2300 on December 25. Call pay for New Year’s Day will begin at 1500 on December 31 and end at 2300 on January 1.
 - e. Nurses assigned to on-call hours in Surgical Services who are called in to work shall receive transportation pay of \$10.00 per call-in, as long as this benefit continues to be offered to all other eligible Hospital employees.
 - f. Surgical Services on-call responsibilities shall not exceed one (1) night Monday through Thursday and every fourth (4th) weekend. Surgical Services nurses shall not be required to take call on a scheduled day off, nor shall a Surgical Services nurse be scheduled for call during a vacation after the vacation request has been approved.
 - g. When Class I, II and III Surgical Services Bargaining Unit members are asked by management to take call above the current requirements, the following shall apply.
 - a) Such additional call shall be voluntary.
 - b) Call pay shall be \$8.75 per hour.
 - c) Additional voluntary call shall be distributed equitably and fairly.
2. Class V Bargaining Unit members will qualify when asked to take call to cover unscheduled absences with less than twenty-four (24) hours’ notice.
- a. Nurses scheduled to work in patient care areas may volunteer to go home or volunteer to remain home due to decreases in census or work volume. Affected nurses may be required to remain on-call through their regularly scheduled shift, as set forth in Article 10: Hours of Work, Work Schedules.
 - b. In Surgical Services, a nurse who is not on call but comes in to work at the request of the employer will receive a stipend of \$50, as well as any applicable differentials, for all hours worked.
 - c. Beepers will be available for employees who are on-call and the employee must be within beeper range at all times.

Team Leader Differential

A Staff Registered Nurse who is assigned to be a Team Leader will receive a Team Leader differential of \$2.00 per hour when directing and delegating patient care assignments.

Clinical Relief Coordinator Differential

A Staff Registered Nurse who is assigned to the Clinical Relief Coordinator role will receive a Clinical Relief Coordinator differential of \$3.00 per hour.

Short Notice Pay

1. The Hospital will pay a short notice differential at one-and-one-half times the base hourly rate when a nurse works additional hours or changes shifts from regularly scheduled ones, when requested to do so within ninety-six (96) hours of the affected hours/shifts. A nurse on short notice pay may be cancelled or sent home and is subject to the two (2) hour minimum compensation requirement.
2. Short Notice Pay shall not offset overtime. If the shift has been available for greater than ninety-six (96) hours, it is considered to be a Starred Shift and will not qualify for Short Notice Pay.

Starred Shift Differential

The Hospital will pay a Starred Shift Differential of \$6.00 per hour when a Class I, II, or III Staff Registered Nurse commits to working an extra shift or shifts above his/her FTE. Procedure for allocating extra scheduled hours will comply with Article 10: Hours of Work, Work Schedules, section 5.

Ambulance Transport Pay

1. Staff Registered Nurses shall be paid \$125 per ambulance transport, in addition to their base hourly rate and applicable differentials.
2. Response time when called in is thirty (30) minutes. All ambulance transports shall first be offered to qualified Bargaining Unit members who are immediately available and can be released from their current assignment so long as this will not adversely impact patient care. Training will be provided on an as-needed basis.

Cancellation Pay

When a nurse is asked to come into work and is not needed on arrival s/he shall receive two (2) hours base pay.

ARTICLE 19: OVERTIME

All authorized work performed in excess of forty (40) hours in a work week shall be paid at one and one-half (1-1/2) times the nurse's regular rate of pay.

When a nurse is required to work more than one (1) hour over his or her scheduled shift, overtime shall be paid from the end of the shift onward.

In computing the overtime rate, the Hospital will use the "composite rate" (all forms of pay during that pay period, divided by the number of hours paid during that pay period), as required by Wage and Hour law.

Paid time off, such as Earned Time Off, Bereavement Leave pay, Military Duty pay and Jury Duty pay, is not counted as hours worked for overtime purposes. There shall be no pyramiding or duplication of overtime or premium pay in the computation of overtime or premium pay under the provisions of this Agreement.

There shall be no mandatory overtime except in an emergency. An emergency for purposes of this Section does not include an internal unit-based problem. Rather, it is considered a significant weather-based situation or other unusual situation that impacts the entire hospital.

ARTICLE 20: CLINICAL LADDERS PROGRAM

The Hospital will continue to recognize and reward Staff Registered Nurses for excellence in nursing practice which is above the professional expectations specified in the nurse's job description and reward individual contributions which promote the Hospital's vision for community wellness. This Program shall be overseen by the Chief Nursing Officer.

Compensation for Clinical Ladders Program shall be as follows:

Level II 1.00 per hour

Level III 1.50 per hour

Level IV 2.00 per hour

Level V 2.50 per hour

Class I, Class II, Class III and Class V employees will be eligible to participate in the Clinical Ladders Program.

The Clinical Ladders Program document shall be incorporated into this Agreement (and any changes made thereto must be negotiated in accordance with any other changes to the provisions contained in this Agreement). See Exhibit A.

ARTICLE 21: BENEFITS

Medical Insurance

Copley Hospital shall continue to offer the medical insurance plans currently in effect to Staff Registered Nurses for the duration of this agreement. The Hospital shall provide the following subsidies for health insurance:

1.0 FTE - Copley will pay 75% of a 1-person, 2- person or family plan

0.9 FTE - Copley will pay 75% of a 1-person, 2-person or family plan

0.8 FTE - Copley will pay 75% of a 1-person, 2-person or family plan

0.7 FTE - Copley will pay 60% of a 1-person, 2- person or family plan

0.6 FTE - Copley will pay 55% of a 1-person, 2-person or family plan

0.5 FTE - Copley will pay 50% of a 1-person, 2-person or family plan

New employees may enroll for an effective date of the first of the month following one (1) month of employment. Employees who change from Class III, Class IV or Class V to qualifying status may enroll for an effective date of the first of the month following one (1) month of qualifying status. Employees re-enroll in benefits for January 1 effective date each year.

At the request of either party, the parties shall meet up to two (2) times per year to review the health care insurance plan and the current status. Prior to such meeting, the Hospital shall provide the Union with any relevant information to help facilitate the meeting. During 2021, the parties agree to meet in October and one (1) time before October.

The Hospital has the right to revise and/or replace these plans with other plans, provided the coverage and employer contribution to the employee's deductible is substantially equivalent. The Union shall be afforded the opportunity to provide input regarding any changes. Formal notice of such changes will be provided to the Union and employees as soon as possible, but not less than one (1) month prior to the effective date of the change.

Dental Insurance

Copley Hospital shall continue to offer the dental insurance plan currently in effect to Class I and Class II Staff Registered Nurses for the duration of this agreement. The Hospital shall provide the following subsidies for dental insurance:

0.8 FTE and 1.0 FTE:

1-Person Plan - Copley will pay 100% of the premium. The employee will pay one dollar (\$1) per year, Copley will pay the difference in premium.

2-Person Plan - Copley will pay 100% of the 1-person plan premium; the employee will pay the difference between the cost of a 1-person plan and 2 person plan.

Family Plan - Copley will pay 100% of the 1-person plan premium; the employee will pay the difference between the cost of a 1-person plan and a family plan.

0.5 FTE through 0.7 FTE: There is no Copley subsidy for dental insurance for Class II employees.

New employees may enroll for an effective date of the first of the month following three (3) months of employment. Employees who change from Class III, Class IV or Class V to qualifying status may enroll for an effective date of the first of the month following three (3) months of qualifying status. Employees re-enroll in benefits for January 1 effective date each year.

The additional dental option will be available to Union members and RN staff may elect a dental care plan and the buy up plan during the open enrollment period. Costs above the base plan will be paid by the nurse employee.

The Hospital has the right to revise and/or replace this plan with another plan provided the coverage is substantially equivalent. Formal notice of such changes will be provided to the Union and employees as soon as possible, but not less than two (2) weeks in advance of the effective date of the change.

Term Life Insurance

Class I and Class II employees shall be provided term life insurance equal to one (1) times annual base earnings effective on the first of the month following three (3) months of employment.

New employees may enroll for an effective date of the first of the month following three (3) months of employment. Employees who change from Class III, Class IV or Class V to qualifying status may enroll for an effective date of the first of the month following three (3) months of qualifying status. Employees re-enroll in benefits for January 1 effective date each year.

Short Term Disability

Class I and Class II employees shall be offered Short-Term Disability insurance either the same as, or equivalent, to the plan in effect at the onset of this agreement.

New employees may enroll for an effective date of the first of the month following three (3) months of employment. Employees who change from Class III, Class IV or Class V to qualifying status may enroll for an effective date of the first of the month following three (3) months of qualifying status. Employees re-enroll in benefits for January 1 effective date each year.

Long Term Disability

Employees shall continue to be offered L-T-D insurance on the same basis as that offered to non-Bargaining Unit hospital employees.

Flexible Spending Accounts

Class I and Class II employees shall be offered pre-tax savings for uninsured health care expenses and dependent care expenses as is in effect at the onset of this agreement. Employees re-enroll for this benefit for January 1 effective date each year.

Tax Sheltered Annuity

Class I, Class II and Class III employees shall be offered pre-tax investment options through payroll deduction as is in effect at the onset of this agreement.

Direct Deposit

Copley shall continue to offer direct deposit service to all Class I, Class II and Class III employees.

Discounted Hospital Services

The Hospital shall continue to offer a discount, as is in effect at the onset of this agreement, to Class I, Class II and Class III employees on hospital charges, which are not covered under a non-Copley Hospital health insurance plan.

Scrubs

The Hospital will maintain its current practice of providing and maintaining uniform quality scrubs to nurses working in Surgical Services and the Birthing Center. Uniform maintenance for all other nurses shall be at their expense.

All other staff registered nurses will be provided a voucher equal to two (2) sets of uniform quality scrubs each January from a vendor(s) mutually agreed upon by the Hospital and the Union, which they will wear during working hours.

Per Diem Meals

Per Diem employees shall be permitted to deduct the cost of meals purchased from their paychecks in the same manner as regular employees when the Per Diem employees are working.

Domestic Partners

Effective 1/1/2022, any health insurance specified within this article for which an employee’s spouse and/or family members are entitled or eligible shall also be available to an employee’s domestic partner on the same terms as for a spouse. The appropriate requirements to demonstrate domestic partner status shall be based on the requirements of the insurance companies and, upon request, such requirements will be reviewed with the Union.

ARTICLE 22: EARNED TIME OFF

Accrual of Earned Time Off (ETO): The Hospital shall provide Earned Time Off for all Class I, Class II and Class III employees at the following rates of accrual:

<u>Years of Continuous Service</u>	=	<u>Rate of Accrual Per Hour Worked</u>
Most recent date of hire through completion of 5 years	=	.9615 of an hour for each hour worked biweekly (200 accrued hours per year for 1.0 FTE; prorated for part-time employees)
5 years through completion of 10 years	=	.11538 of an hour for each hour worked biweekly (240 accrued hours per year for 1.0 FTE; prorated for part-time employees)
10 years through completion of 15 years	=	.12500 of an hour for each hour worked biweekly (260 accrued hours per year for 1.0 FTE; prorated for part-time employees)
15 years through completion of 20 years	=	.13461 of an hour for each hour worked biweekly (280 accrued hours per year for 1.0 FTE; prorated for part-time employees)
Over 20 years	=	.14230 of an hour for each hour worked biweekly (296 accrued hours per year of 1.0 FTE; prorated for part-time employees)

ETO accrues on hours paid and Voluntary Time Off (VTO) and excludes on-call hours and time worked at the overtime rate of pay. ETO will not accrue on more than eighty (80) hours in a two (2) week pay period. Increases in accrual rates as specified above shall be effective with the first full pay period following the employee’s anniversary date of hire.

Maximum Accrual of ETO: The maximum number of ETO that an employee may accrue in their ETO bank at any given time is equivalent to one-and-one-half (1-1/2) times the employees annual ETO allotment.

Minimum ETO Usage: Employees will be expected to use a minimum of one half (1/2) their annual ETO allotment each year. The minimum amount of time chargeable to the ETO plan is fifteen (15) minutes.

Utilization of ETO: After the completion of the probationary period a nurse may use accrued ETO. Non-probationary nurses may use ETO as soon as it is accrued, but there shall be no advances against Earned Time Off. ETO must be used for scheduled (planned) and unscheduled (unplanned) absences. Requests for scheduled absences shall be in writing and submitted for approval as per the protocol established in Article 10: Hours of Work. Notification to the Hospital for unscheduled absences shall be made as soon as possible and shall be communicated to the staffing office or on duty Clinical Administrative Supervisor as follows: no later than 5:30am for day shift; no later than 11:00am for evening shift; no later than 3:00pm for shifts commencing at 7:00pm; and no later than 5:00pm for shifts commencing at 11:00pm. An unscheduled absence due to personal illness or injury or to care for an ill or injured family member which extends longer than three (3) consecutive work days may require a physician's statement verifying the illness or injury. ETO must be used in increments equal to an employee's authorized hours (FTE status). ETO usage may not bring an employee's total hours paid (excluding On-Call hours) above their authorized hours, unless an employee works an extra shift at the request of the Hospital.

Payment of ETO: Earned Time Off compensation will be based upon the employee's base rate of pay, exclusive of any shift differentials, overtime pay, on-call pay, etc.

ETO Donation: The Hospital will continue to allow employees to donate ETO in hourly increments, in accordance with the Hospital's ETO Donation Program. An employee must retain a minimum of fifty-six (56) hours in his/her ETO bank after the donation.

Utilization of Sick Bank Hours: The Sick Bank program is eliminated upon commencement of this Agreement. Employees with accrued Sick Bank hours will have the option to either (i) use sick bank hours in place of ETO at their discretion for any scheduled ETO, or for supplementing VTO during the term of this Agreement, (ii) get paid out in June 2021, or (iii) if legally permissible, convert the funds to a 403b catch-up contribution in 2021.

ETO Cash-In: Employees may cash in no more than the equivalent of one (1) pay period's hours, based on FTE status. Employees must elect to cash-in ETO by December 31 of the previous year, with pay-out in December of the following year at 100%.

Termination of Employment or transfer to a Class V position: At the time of termination of employment or transfer to a Class V position, ETO will be paid out to the employee at 100% of its established value.

ARTICLE 23: VACATIONS

Upon completion of six (6) months of continuous employment, a Staff Registered Nurse may request Earned Time Off for the purpose of vacation, which is defined as ETO taken in increments of one (1) or more continuous weeks. All vacation requests must be approved by the nurse's Supervisor, based upon the scheduling needs of the Hospital, as determined by the Hospital.

Process for Requests and Usage:

1. Except as specified in #2 below, vacation requests must be submitted in writing six (6) weeks prior to the beginning date of the new schedule, as specified in Article 10: Hours of Work.
2. Vacation requests for time off from Memorial Day through Labor Day must be submitted in writing to the Supervisor by March 15 each year. The Hospital will attempt to honor up to two (2) full weeks during this period and will consider a third week only after all requests for two (2) weeks, or less, have been approved. The Hospital will notify the nurses by April 15 as to whether their request has been approved or denied.
3. In an effort to accommodate as many requests as possible, no more than two (2) continuous weeks will normally be granted at any one time. Under special circumstances requests for longer periods may be granted and will be approved in writing.
4. The total number of Staff Registered Nurses that may take time off for vacation at the same or overlapping times shall be determined by the Hospital.
5. Requests for full weeks of vacation will be given preference over requests for individual days.
6. If a vacation request has been approved, said approval may be rescinded or modified if there is not sufficient ETO accrued at the time the vacation is scheduled.
7. If the use of ETO for Voluntary Time Off (VTO) purposes results in insufficient Earned Time accrual for a scheduled vacation, the nurse may take unpaid time after ETO has been exhausted for the duration of the vacation. The amount of unpaid time must not exceed the amount of ETO used for Voluntary Time Off purposes from the date the affected vacation was approved.
8. For all vacations, when more than one (1) nurse has requested vacation for the same or overlapping date(s) and both or all cannot be accommodated due to staffing needs, the Supervisor shall discuss the issue with both nurses and attempt to reach consensus. If no consensus is reached, preference shall be in the favor of the most senior nurse.
9. Copley will provide one (1) full weekend of coverage each year:

- a. Saturday and Sunday for day and evening shift
- b. Friday and Saturday for night shift.

10. Holiday schedule shall take precedence over any vacation schedule.

ARTICLE 24: PAID TIME OFF

Bereavement Leave

Upon completion of the probationary period, the Hospital will provide Class I, Class II and Class III employees up to three (3) scheduled work days off, with pay, which occur within five (5) days following the date of death of an immediate family member. Employees may use one of these scheduled work days off with pay on the day of the interment, in the event the burial is delayed. Days off with pay will be paid at the employee's base rate of pay. For this purpose immediate family members are defined as the following:

- spouse or domestic partner
- mother or father
- step mother or step father
- foster parent or legal guardian
- brother or sister
- step brother or step sister
- children or step children
- foster children (living in household)
- grandmother or grandfather
- father-in-law or mother-in-law
- grandchildren

Jury Duty

Copley Hospital will reimburse post-probationary Class I and Class II employees for missed work time when called for Jury Duty. The employee must notify his/her Supervisor as soon as possible after notification to serve on Jury Duty. Compensation shall be based upon the difference between the pay actually received for Jury Duty, if any, and the amount the employee would have received had he/she worked his/her regularly scheduled hours during that period. In computing the amount of remuneration received by the employee from the court, expenses reimbursed by the court for meals, room, travel, etc. shall be retained by the employee and shall not be considered part of the Jury Duty pay. Payment is contingent upon presentation of a written statement from a court official as to the days and hours served and pay, if any, received. The Hospital will pay the difference between the pay received from the court and the employee's base hourly hospital pay for work hours missed.

In cases where Jury Duty fills only a part of a scheduled day shift, the nurse must call their Supervisor, or designee, and report their availability to return to work, if needed. Nurses will not be required to report for a scheduled evening shift on a day he/she is required to report for Jury Duty. In addition, the nurse will not be required to report to work the night shift immediately prior to a day when required to report for Jury Duty.

When a nurse is impaneled on a jury for a trial which is expected to last ten (10) or more consecutive business days, the nurse will not be required to fulfill his/her weekend work obligation if the weekend falls within the ten (10) or more consecutive business days served on a jury.

Witness Leave

Any employee who is required, on behalf of the Hospital, to appear at any judicial or administrative hearing or other legal proceeding that is work related shall receive base pay for such period of time for scheduled hours lost. This section does not apply to a situation of a court appearance or pretrial hearing in a suit or legal proceeding brought by an employee against the Hospital.

Military Leave

Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law. All post-probationary Class I and Class II employees actively serving in the Reserves of the Armed Services, who are required to participate in annual training, will be eligible for compensated military leave for this training. The Hospital will pay the employee the difference between the employee’s reserve pay and base hourly hospital pay, based upon their authorized biweekly hours. Compensated military leave is limited to a maximum of two (2) weeks and a maximum of eighty (80) hours each calendar year.

Employees must give a copy of their military orders and as much advance notice to their Supervisor, or designee, as possible.

ARTICLE 25: EDUCATIONAL BENEFITS

Tuition Reimbursement

1. All Class I, Class II and Class III Staff Registered Nurses are eligible for tuition reimbursement as follows:
 - a. Reimbursement will be available for those courses that are designed to improve an employee’s knowledge within the scope of their job as Staff Registered Nurse and will be subject to:
 - 1) Approval from the Hospital
 - 2) Available Hospital funds
 - 3) Course grade of C or better
 - b. Reimbursement is limited to tuition and laboratory fees only and excludes cost for books, and registration, deferred payment arrangements, parking, etc.
 - c. Reimbursement is limited to a maximum of \$3,000 per fiscal year, with reimbursement of courses pro-rated based on FTE status for Staff Registered Nurses hired to Day and Evening Shifts and \$4,200 (pro-rated for part-time) per fiscal year for Staff Registered Nurses hired to the Night Shift.
 - d. Employees will be required to remain an employee of the Hospital in the same or greater FTE as at time of reimbursement for a period of one (1) year from the completion of the course(s). Failure to continue employment as specified above will necessitate repayment by the employee, on a pro-rata basis, for tuition reimbursement which the Hospital has paid.

Seminars, Certification Courses and In-Services

1. All Class I, Class II, Class III and Class V Staff Registered Nurses shall be eligible for reimbursement for job-related seminars, certification courses, and in-services as follows:
 - a. **Mandatory:** The Hospital shall pay the full cost of mandatory education programs for any employee and shall pay the employee at his/her base rate of pay plus shift differentials, if applicable. If a mandatory education/certification program is not offered locally, and it is at a distance of at least seventy-five (75) miles or more from the Hospital and more than one (1) day, then the Hospital shall arrange and pay for lodging.
 - b. **Voluntary:** All Class I, Class II and Class III Staff Registered Nurses who have been employed by the Hospital for at least three (3) continuous months may request in writing to their Supervisor permission to participate in work related or educational workshops, seminars, conferences and other professional meetings, which may include job-related CEUs, certifications and recertifications. Costs of clinically related materials such as books and tapes are compensable. Approval shall be based on such criteria as cost, location, length of time, availability of funds budgeted for continuing education, staffing needs, the need for the requested education in relation to the employee's job duties, prior training of the employee, qualifications of the program faculty and objectives of the program itself. Requests must be submitted prior to registration and will not be unreasonably denied. The Hospital will not be responsible for payment of expenses incurred while attending such workshops, seminars, conferences or other professional meetings, absent prior approval.

The Hospital shall allocate \$13,000 per fiscal year. At the start of each fiscal year available funds will be prorated by dividing the dollars available by total budgeted RN FTEs to arrive at individual entitlements. By September 1st each fiscal year, any unspent education funds shall be pooled, prorated and divided equally among employees whose approved seminar and conferences expenses, as set forth above, exceeded their individual entitlement. (For purposes of this article, per diems are considered 0.25 FTE.) The Union shall provide the Hospital with a list of eligible employees and supporting documentation prior to September 1st so that employees may be appropriately reimbursed. If any money remains, the NPC shall distribute the money for tuition reimbursement.

The Hospital agrees to pay up to twenty-four (24) hours per year of educational time. Additional paid time may be granted at the sole discretion of the Supervisor.

The Nursing Practice Committee shall be responsible for:

- a. monitoring and reviewing how expenses are being paid and to insure that the criteria described above are applied uniformly.
- b. conduct at least an annual education needs survey and based on identified needs shall recommend and prioritize in-services.
- c. shall review nursing resources available to Learning Center and nursing units and shall make recommendations for the purchase of new resource materials.

ARTICLE 26: LEAVES OF ABSENCE

Eligibility

Staff Registered Nurses who have completed twelve (12) months of continuous service shall be eligible for a Leave of Absence in accordance with the conditions and stipulations cited in this article.

Application Process

Staff Registered Nurses shall be required to complete a Leave of Absence Request Form, available in the Human Resources Department. When requesting a Leave of Absence for a planned leave the request must be submitted a minimum of two (2) months prior to the leave. Leave of Absence Extensions must be applied for a minimum of six (6) weeks in advance of the effective date of the extension. All Leave of Absence Request Forms shall be submitted to the department Supervisor and approved by HR.

Use of Earned Time Off

The employee will be required to use accrued Earned Time Off (ETO) in biweekly increments equal to their FTE status until ETO is exhausted or, at the discretion of the employee, until ETO has reached their authorized biweekly hours.

Seniority

Except as specified below, Bargaining Unit seniority and Hospital seniority shall accrue during an approved Leave of Absence.

Types of Leave

1. Family and/or Medical Leave of Absence

Parental Leave of Absence is defined as an authorized absence for any of the following purposes:

- a. birth of a child
- b. placement of a child with the Nurse for adoption or foster care

It is the intent of the parties that this provision shall be administered in accordance with the Family and Medical Leave Act.

Duration: Up to twelve (12) weeks will be granted for Parental Leave. Upon written request an extension of a Parental Leave of Absence will be granted for a period not to exceed twelve (12) continuous weeks.

Reinstatement: Eligible employees will be reinstated to their former or comparable position after a leave of up to twelve (12) weeks. Parental Leaves when extended for an additional twelve (12) weeks or less entitle the employee to return to his/her former or comparable position, if available, or the next available comparable position.

Benefits: During the first twelve (12) weeks of a Parental Leave, the nurse will be entitled to be maintained on existing insurance benefits provided the payroll deductions continue. If, during this twelve (12) week period, ETO becomes exhausted, the employee will be required to pay the insurance premiums normally deducted on a biweekly basis to coincide with the Hospital pay cycle. Failure to do so will result in the employee being removed from the Hospital's insurance plan(s). No other fringe benefits shall accrue

while on a leave.

Medical Leave of Absence for Employee is defined in this section as an authorized absence necessitated by a nurse's own serious health condition. It is the intent of the parties that this provision shall be administered in accordance with the Family and Medical Leave Act.

Duration: Up to twenty-six (26) weeks will be granted for Medical Leave of Absence under this section, the last fourteen (14) of which must be continuous weeks. Upon written request an extension of a Medical Leave of Absence will be granted for a period not to exceed an additional twelve (12) continuous weeks. The Hospital shall have the authority to verify the information provided by the employee. The Hospital reserves the right to ask for a second medical opinion from a Hospital designated physician.

Reinstatement: Eligible employees will be reinstated to their former or comparable position after a leave of up to twenty-six (26) weeks. Upon return from an extension of this type of Medical Leave, the employee may return to their former or comparable position, if available, or the next available comparable position.

Benefits: During the first twenty-six (26) weeks of a Medical Leave under this section, the nurse will be entitled to be maintained on existing insurance benefits provided the payroll deductions continue. If, during this twenty-six (26) week period, ETO becomes exhausted, the employee will be required to pay the insurance premiums normally deducted on a biweekly basis to coincide with the Hospital pay cycle. Failure to do so will result in the employee being removed from the Hospital's insurance plan(s). No other fringe benefits shall accrue while on a leave.

Medical Leave of Absence for Family Members is defined in this section as an authorized absence necessitated by having to care for a child, spouse or parent with a serious health condition. It is the intent of the parties that this provision shall be administered in accordance with the Family and Medical Leave Act.

Duration: Up to twelve (12) weeks will be granted for Medical Leave of Absence for this purpose.

Reinstatement: Eligible employees will be reinstated to their former or comparable position after a leave of up to twelve (12) weeks.

Benefits: During the first twelve (12) weeks of this type of Medical Leave the nurse will be entitled to be maintained on existing insurance benefits provided the payroll deductions continue. If, during this twelve (12) week period, ETO becomes exhausted, the employee will be required to pay the insurance premiums normally deducted on a biweekly basis to coincide with the Hospital pay cycle. Failure to do so will result in the employee being removed from the Hospital's insurance plan(s). No other fringe benefits shall accrue while on a leave.

2. Military Leave

Leaves of absence for the performance of duty with the U.S. Armed Forces or with a

Reserve component thereof shall be granted in accordance with applicable law.

3. Personal Leave

The Hospital may grant a Leave of Absence for up to ninety (90) calendar days for a justifiable reason, subject to staffing needs. A request for a Personal Leave of Absence will be considered based upon the employee's length of service, work record, reason for desiring a leave and staffing requirements of the department. The Hospital shall have the authority to verify the information provided by the employee.

Reinstatement: Eligible employees will be reinstated to their former position, if available, or to the next available comparable position.

Benefits: Employees will be responsible for paying the full premium for insurance benefits, either through payroll deductions or in payments to the Hospital on a biweekly basis to coincide with the Hospital pay cycle. No fringe benefits shall accrue while on a leave.

4. Educational Leave

A Leave of Absence for job-related study may be granted at the sole discretion of the Hospital for a period not to exceed one (1) year. Hospital seniority shall not accrue during an Educational Leave.

Reinstatement: Employees will be reinstated to the next available comparable position.

Benefits: Employees will be responsible for paying the full premium for insurance benefits, either through payroll deductions or in payments to the Hospital on a biweekly basis to coincide with the Hospital pay cycle. No fringe benefits shall accrue while on a leave.

5. Short-Term Family Leave

Eligible employees will be granted up to four (4) hours of unpaid leave in a rolling thirty (30) day period, not to exceed twenty-four (24) hours in a rolling twelve (12) month period for one (1) or more of the following purposes:

- a. to participate in preschool or school activities directly related to the academic educational advancement of the employee's child, stepchild, foster child or ward who lives with the employee, such as a parent-teacher conference.
- b. to attend their own routine medical or dental appointments.
- c. to accompany the employee's child, stepchild, foster child or ward who lives with the employee or the employee's parent, spouse or parent-in-law to routine medical or dental appointments.
- d. to accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being.
- e. to respond to a medical emergency involving the employee's child, stepchild, foster child or ward who lives with the employee or the employee's parent, spouse or parent-in-law.

6. Union Leave

Consistent with staffing needs, the Hospital shall provide a bank of six (6) unpaid Union

Leave days per contract year to be allocated by the Union President. Requests for time off under this section shall be processed under the provision of Article 10: Hours of Work, Work Schedules.

7. Humanitarian Leave

At the discretion of the Supervisor and depending upon the ability to provide appropriate coverage, a registered nurse may apply for and receive up to a six (6) month Leave of Absence to perform humanitarian work. No more than one (1) nurse per unit will be allowed to take a Humanitarian Leave of Absence at a time. The RN shall be entitled to return to her/his former position upon completion of leave. Medical benefits shall continue during the leave on the same basis as though the nurse is on active status.

Limitations on Leaves of Absence

Nurses who have taken a Family and/or Medical Leave will not be eligible for another leave within the twelve (12) month period following the Family and/or Medical Leave.

Failure to Return from Leave of Absence

Nurses who fail to return to employment on or before the planned date of return shall be terminated.

ARTICLE 27: RETIREMENT PROGRAM

The Hospital shall continue to contribute 4% of base earnings to a 403 (b) retirement account for eligible Class I and Class II employees and 2% of base earnings for eligible Class V employees per the plan. To be eligible, a qualifying employee must have two (2) years of continuous service, working a minimum of one thousand (1000) hours per year. Employer contributions will be made on a monthly basis.

VTO and overtime hours will be counted when calculating employer contributions to the 403 (b) plan.

The Hospital reserves the right to unilaterally make changes in the investment managers/ companies or to adopt additional plans, or change plans, provided that the Hospital's contribution remains as specified above.

ARTICLE 28: HEALTH AND SAFETY

The Hospital shall continue to maintain a safe and healthy working environment. The Hospital shall provide and maintain equipment and supplies, which comply with applicable State, Federal and regulatory agency safety standards so that employees may safely perform their duties and responsibilities. The Hospital, the Union and the employees shall observe all applicable health and safety laws and regulations. Employees must observe all Hospital procedures regarding safety and report all injuries immediately to their Supervisor or designee.

The Hospital will continue to provide all governmentally required or recommended tests

and immunizations for exposure and contact with infectious diseases in the workplace at no cost to the employee.

Employees are required to park in the appropriate lots, as designated by the Hospital. For the life of this agreement, the Hospital will continue its policy of providing an escort for employees, upon request, after dark. Any time spent waiting for an escort will not be considered hours worked.

ARTICLE 29: NURSING PRACTICE COMMITTEE

The CNO and the Union President, or their designees, shall serve as co-chairs of the Nursing Practice Committee. In addition, the Committee shall include two (2) Bargaining Unit members chosen by the Union, and two (2) persons designated by the Hospital. The Committee shall meet every month, unless otherwise agreed.

The Committee will establish annual goals and objectives each year, beginning on the effective date of this agreement and on the anniversary date each year thereafter, which will be subject to administrative review. Current staffing issues shall be included as an agenda item to Nursing Practice Committee. Additional agenda items may be added by either party and will be exchanged and agreed upon between the CNO and the President of the Union, or their designees, a minimum of one (1) week prior to the meeting date. Proper matters for discussion include: staffing guidelines, nursing practice, education, patient satisfaction, quality improvement, recruitment and retention initiatives, and to study, evaluate and review issues related to the Clinical Ladders Program. The Committee shall have the authority to create staffing guidelines for any specific unit, which must be signed off by both the CNO and the Union President. If the parties are unable to agree on a specific guideline within six (6) months of the commencement of this Agreement on an ACNU guideline, the parties shall work with a mutually-agreed-upon third-party mediator to resolve any differences. For other units, if the parties are unable to agree upon a guideline within six (6) months from commencement of formal discussions about that unit, the parties shall work with a mutually-agreed-upon third-party mediator to resolve any differences. In the event any nurse believes there is a violation of a staffing guideline, the nurse shall fill out an appropriate form developed by the Committee, and the Committee agrees to review the issue at its next meeting. It is not the intent of the Committee to modify or delete any articles contained in the contract.

The Committee may also create additional committees and provide guidelines for their operation.

ARTICLE 30: UNION ACCESS

No employee shall interfere with the work of other employees or engage in any solicitation during working time or in immediate patient care areas, nor at any time distribute literature in working areas and patient care areas of the Hospital.

An authorized representative of the Union shall prearrange the visit with the Director of

Human Resources, or designee, in order to have admission to the Hospital for the purpose of administering this Agreement or investigating a grievance. Such visitation rights shall be limited to registered nurses and, without limiting the foregoing, shall not extend to other employees, departments, patient care areas, or impede or interfere with normal hospital operations. The representative of the Union shall proceed directly to the area of the Hospital that has been designated by the Hospital for each visitation.

Absent an emergency, arrangements for such visitations shall be made during the Human Resources Department's normal hours of operation and require a minimum of twenty-four (24) hours' advance notification. The representative of the Union shall not engage in activities at other areas of the Hospital. The duration and frequency of any such Union visitation or conferences shall be subject to the needs of the Hospital and shall not interfere with patient care or the operation of the Hospital.

ARTICLE 31: GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to encourage the prompt and confidential settlement of grievances that may arise between the parties. Employees are encouraged to discuss concerns with their department managers. If the concerns are not resolved, the employee may initiate the formal grievance procedure as outlined below within the established timeframe.

Definition

A grievance is hereby defined as any misunderstanding, dispute, controversy, or claim arising out of or relating to the interpretation, application, meaning or breach of the provisions of this Agreement.

Grievance Limitations

All grievances must be initiated within fourteen (14) business days after the alleged violation has occurred or from when there would be reasonable basis for knowledge of the alleged violation. Any grievance upon which a disposition is not made by the Hospital within the time limits prescribed (or any extension mutually agreed upon) may be referred to the next step in the Grievance Procedure. If the grievance is not referred to the next step within five (5) business days from receipt of an answer, it shall be deemed closed based upon the last answer.

It is expected that the Hospital and Union will make a sincere effort to settle the dispute as quickly as possible at the lowest level. However, in the case of an alleged grievance which affects the Bargaining Unit as a whole, or in a case when the alleged grievance results from an action above the level of the Supervisor and/or designee, the grievance may be filed at the appropriate level of the Grievance Procedure.

The parties may by mutual written consent extend any of the time limits provided in this Article. Nothing contained herein shall prevent the parties by mutual agreement from holding informal discussions regarding the intent or interpretations of any of the provisions of this Agreement.

Procedure

Step 1: The employee shall notify their Supervisor and/or designee of a grievance on the Standard Grievance Form, stating the date the alleged grievance occurred, the section of the contract allegedly violated, the nature of the grievance and pertinent facts, and the remedial action sought. A meeting shall be held between the aggrieved employee (who may be accompanied by a local Union officer) and the Supervisor and/or designee. The Supervisor and/or designee shall notify the employee of the decision in writing within five (5) business days after receipt of the grievance. Two copies of the Supervisor's or designee's response will be provided to the grievant.

Step 2: If no satisfactory settlement is reached, then within five (5) business days of receipt of the decision of the Supervisor or designee at Step 1, the grievance shall be forwarded in writing by the employee on a Standard Grievance Form and submitted to the CNO and/or designee.

A meeting shall be held between the aggrieved employee (who may be accompanied by a local Union officer) and the CNO and/or designee and Supervisor or designee.

The CNO and/or designee shall notify the employee of decision in writing within five (5) business days. Two copies of the CNO and/or designee's response will be provided to the grievant.

Step 3: If no satisfactory settlement is reached at Step 2, the grievance may be submitted in writing on the Standard Grievance Form to the Hospital President and/or designee within five (5) business days after receiving the decision of the CNO or designee at Step 2.

A meeting shall be held between the aggrieved employee (who may be accompanied by a representative of the Union) and the Hospital President and/or designee.

The Hospital President or designee, shall answer the employee in writing with a copy to the Union within ten (10) business days after the submission at Step 3.

Arbitration

If no satisfactory settlement is reached at Step 3, then within twenty one (21) business days after the written decision of the Hospital President, or designee, at Step 3 is received, the Union may submit the grievance to an arbitrator selected under the procedure of the American Arbitration Association.

The parties agree that the only remedy for the breach of this Collective Bargaining Agreement, except as specifically otherwise provided, is through the instant grievance and arbitration provisions, and that the decision of the arbitrator is final and binding on all of the parties. The expenses of the arbitrator shall be shared equally between the Union and the Hospital. Each party shall make arrangements for and pay for the expenses of witnesses which are called by them. The powers of the arbitrator are limited as follows:

1. The arbitrator shall have no power to add or subtract or modify any of the terms of the Agreement or any supplementary agreement.
2. The arbitrator shall have no power to establish wage scale rates on new or changed

jobs, or to change any wage rates.

3. The arbitrator shall have no power to rule on the proper assignment of work by the Hospital, except as provided by this Agreement. Such matters may be resolved by the NLRB.
4. Except as indicated below, the Hospital shall not be required to pay back wages for more than the payroll period to the date a grievance is filed.
5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation or compensation for personal services that s/he did receive during the period in question.
6. No more than one (1) grievance shall be submitted to a single arbitrator at one time unless mutually agreed to, in writing, by both parties.

ARTICLE 32: GRIEVANCE MEETINGS WITH MANAGEMENT

The Hospital agrees that a grievant and one (1) local Union officer shall be paid at their normal hourly rate while attending meetings with representatives of the Hospital at any step of the Grievance Procedure as specified in Article 31, when the meeting occurs during his/her scheduled hours. The date and duration of the meeting shall be subject to the needs of the Hospital and shall not interfere with patient care.

The Union officer will first obtain permission from his/her Supervisor to leave his/her assigned duties, providing as much notice as possible, but not less than twenty-four (24) hours in advance.

The Hospital agrees that such permission shall not be unreasonably denied. The Union agrees to provide the Hospital with a list of local Union officers, which will be updated as changes occur.

Officers of the local Union may investigate grievances during their non-work time, provided they do not interfere with the work of any other employee or the normal operations of the Hospital.

ARTICLE 33: NO STRIKES - NO LOCKOUTS

While this Agreement is in effect, the Hospital agrees that there shall be no lockouts and the Union and the employees agree that there shall be no strikes of any kind, including sympathy strikes, unfair labor practice strikes, sit-downs, slowdowns, stoppages of work, boycotts, mass sick outs, any other similar interference or any unlawful acts that interfere with the operation of the Hospital or the care of the patients/residents.

In the event that there is a breach of the foregoing provisions, the Hospital need not resort to the grievance and arbitration provisions of this Agreement, but may pursue any

legal remedy available to it at law or equity. If there is any violation of the foregoing provisions, the Hospital may take disciplinary action, up to and including discharge, subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 34: BULLETIN BOARDS

The Hospital agrees to provide four (4) locked bulletin boards for the Union to post notices of the following:

1. Union meetings
2. Notices of Union votes and results of Union votes
3. Notices of Union social, Union educational and Union recreational activities.
4. Notices of legislative activities related to healthcare
5. Bargaining surveys
6. Resolution of grievances
7. Contract clarifications
8. UNAP activities

The Union agrees that it will not post material on bulletin boards that is related to political issues and/or political campaigns, nor will the Union post material on the bulletin boards that is derogatory towards the Hospital and its administration.

The Bulletin Boards shall be located in the Acute Care Nursing Unit break room, Birthing Center/ Surgical Services locker rooms, the Emergency Department break room.

The signature (or facsimile signature) of a duly authorized Union representative will be affixed to every Union notice posted on these bulletin boards.

At the time of posting, a copy of each authorized notice shall be submitted to the Director of Human Resources or his/her designee.

Keys to these bulletin boards will remain in the possession of the Director of Human Resources and the Union President.

ARTICLE 35: STAFF MEETINGS

A minimum of six (6) staff meetings will be held each year in each of the nursing units during work time, during both day and night shift. Staff must attend 50% of these meetings. Staff shall be responsible for reviewing meeting minutes, which shall be available to all staff in an accessible folder or via email.

ARTICLE 36: SEPARABILITY

If any term or provision of the Agreement is at any time during the life of this agreement found to be in conflict with any law, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is or becomes invalid or

unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this agreement. The parties agree that any provision of this agreement, which has been invalidated shall be the subject of negotiations within a thirty (30) day period.

ARTICLE 37: PRINTING OF AGREEMENT

The parties will share equally in the cost of printing this Agreement. The number of copies printed shall be sufficient to provide each employee and each Supervisor and Manager with responsibility for employees with a copy and to provide a reasonable number of additional copies for newly-hired employees and other appropriate purposes.

ARTICLE 38: NEW TECHNOLOGIES

New technologies, including the electronic medical records, medication administration systems and other electronic hardware and software programs, have a direct impact on the delivery of patient care by staff RNs. The Union shall be notified before the Hospital purchases and implements any new technologies, and the Union shall participate in the decision making related to the acquisition of new technologies that have a direct impact on the delivery of patient care by staff RNs.

Definition: Relative to the direct impact on the delivery of patient care by staff RNs, new technology is defined as an introduction or change in material objects (such as machines, hardware, software, or utensils) and the associated systems, method organization, and techniques.

Electronic Medical Record: The Nursing Informatics Committee shall be comprised of the Nursing Informatics Clinician, six (6) Hospital representatives, and seven (7) Bargaining Unit members as selected by the Union. The committee shall meet monthly for no more than four (4) hours to evaluate, implement, and revise the EMR and applicable hardware selection as is pertinent to nursing and patient care. The committee shall make recommendations to the Professional Practice Committee.

The Union President or designee will participate on the Task Force for Electronic Medical Records.

DURATION OF AGREEMENT

This Agreement is effective as of May 30, 2021 and shall continue in full force and effect through May 29, 2024.

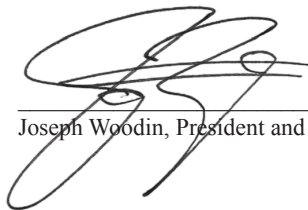
In witness, whereof, the parties have hereunto set their hands and seals this ___ day of _____, 2021.

UNITED NURSES AND
ALLIED PROFESSIONALS
LOCAL 5109

COPLEY HOSPITAL, INC.

A handwritten signature in black ink, appearing to read "M. McCarthy", written over a horizontal line.

Michael McCarthy, President

A large, stylized handwritten signature in black ink, written over a horizontal line.

Joseph Woodin, President and CEO

EXHIBIT A – COPLEY HOSPITAL NURSING CLINICAL LADDERS PROGRAM

Mission Statement

The Clinical Ladders Program promotes the application of professional nursing practice at Copley Hospital and in our community.

Purpose

The Clinical Ladders Program provides Registered Nurses with an opportunity for recognition of professional development and accountability by encouraging them to engage in activities based in nursing education, theory and research, which extend beyond core competencies and the requirements for job description. These activities result in higher quality nursing practice, which ultimately benefit patients.

Goals

- To recognize the dynamics and diversity in nursing practice
- To, on a continuing basis, identify activities that represent nursing education, theory, and research
- To describe outcomes of these activities congruent with measurement criteria in the ANA Standards of Professional Performance
- To foster community service
- To strengthen collegial and community relationships
- To encourage participation in the program
- To develop every nurse as a leader

Basis for Activities

Nursing education, quality, theories and research are hallmarks of professional nursing practice that direct activities within the domain of nursing. They are the foundation for the Clinical Ladders activities.

Nursing theories can be organized formally by Nurse Theorists, defined culturally within care delivery (policy/procedure), or introduced as the result of individual nursing experience and developed through the nursing process. Nursing theories identify and describe the health/illness events and experiences of patients and communities. They analyze, predict outcomes, and prescribe nursing care. Nursing theories generate humanistic models of care that consider the whole person as well as her/his culture, spirituality, environment, economic situation, family system, and community.

Nursing, medical, social, Quality Improvement and health care research are the foundation for evidence-based practice. It is scientific knowledge: factual, verifiable, and replicable. It organizes and guides clinical decision-making as well as broader frameworks of care. It introduces and supports treatment modalities, practice changes, continuing education, and community programs.

Education is a continuing process that addresses the diversity and dynamics of our discipline. It translates theories and research into practice. It assists nurses to increase the depth and breadth of their knowledge and roles. It endorses the combination of experiential and academic learning as integral components of nursing practice.

Structure of Clinical Ladders Committee

The Clinical Ladders Committee will consist of a facilitator, four bargaining unit RNs chosen by the Union and at least two or more (not to exceed four) management representatives designated by the Hospital. The facilitator shall be a Bargaining unit member elected by the committee to a two-year term, vacating her/his unit representative position.

Meeting Schedule/Responsibilities:

Monthly meetings of 1 ½ hours shall be scheduled the first Tuesday of each month at 1:00 pm for the purposes of portfolio review; review/discussion of any miscellaneous Activity requests; preparing the Clinical Ladders Payroll form for each successful candidate; notifying, in writing to applicants, status of portfolio, and written notification of withdrawal. The schedule of monthly meetings will be posted on each nursing unit. These meetings will be paid time and may be above or part of the RN's scheduled FTE hours depending on scheduling needs.

Committee information, list of renewals and new enrollments, and forms will be kept current in a "shared" drive so that both the Union and Administration can stay up to date.

Clinical Ladders Portfolio Review Process

1. ELIGIBILITY:

- a. **APPLICANT NEW TO PROGRAM:** Any RN may apply after completion of her/his probationary period. (Level attained will be in effect until next anniversary.) The RN may apply at the level for which s/he is qualified and must remain at that level until her/his anniversary before applying for another level. Thereafter, the RN must re-apply annually.
- b. **PROGRAM RENEWAL:** Applicants wishing to apply for or renew Levels II, III, IV or V must have their portfolio submitted to Clinical Ladders Committee to be reviewed at the next scheduled monthly meeting coinciding with the month of their Bargaining Unit anniversary date (as defined in Article XI, Section 1).
- c. **GRACE PERIOD:** Applicants not meeting the deadlines for submission of portfolios will be automatically withdrawn from the program.
 - i. Applicant can submit their portfolio within 90 days of their renewal date to be re-entered into the program.
 - ii. Ladder Pay Differential will cease until a renewal is granted.
 - iii. Ladder Differentials are not retroactive for the time between renewals.
- d. **EXTENSIONS:** An extension may be requested for extenuating circumstances, at least two weeks prior to renewal date.
 - i. Forms are requested from a Union Representative,
 - ii. Forms must be submitted to Human Resources & the Clinical Ladder Committee,
 - iii. Final approval of the extensions will be from Human Resources. Any extensions which involves leave which is legally required will be approved. Human Resources will notify the RN, and the Clinical Ladders Committee Chair.
 - iv. Ladder Differentials will continue during approved extensions.
- e. **PERFORMANCE IMPROVEMENT PLANS (PIP):** Any RN who is working through an active PIP.

- i. Ladder Differential will be removed until the PIP has been successfully completed.
- ii. Ladder Differentials will be retroactive for the duration of the PIP when successfully completed.
- iii. If RN is working through an active PIP at the time of renewal, RN is ineligible to apply for renewal until completion of PIP.
- iv. RN's actively working through a PIP will continue to work on the activities required for their portfolios.

2. WITHDRAWAL FROM CLINICAL LADDERS PROGRAM:

Any RN who does not reapply for Level II, III, IV or V at her/his anniversary date will be automatically withdrawn from the program.

Application Process

PROCESS:

The applicant shall:

1. Obtain and review packet for requirements.
2. Complete the standardized Clinical Ladders cover letter included in the packet.
3. Complete the appropriate standardized Documentation Form for each Activity to describe how the selected Measurement Criteria have been applied to practice. The program utilizes the language within the American Nurses Associate Scope and Standards of Practice 3rd edition, to assist the nurse with articulation of goals and outcomes.
4. Provide the additional documentation that is required for each Activity.
5. At a minimum, two- weeks prior to portfolio submission to the Clinical Ladder Committee. A cover sheet will be sent to the supervisor for sign-off.

Portfolio Approved/ Or Candidate withdrawn from program:

- a. The Committee facilitator will submit the Clinical Ladders Payroll Change Form to the Nurse Manager for her/his signature.
- b. The Nurse Manager will submit the form to the CNO for her/his signature.
- c. The CNO will submit the form to Human Resources for payroll change. Pay changes will take effect beginning with the first full pay period after the anniversary date.

Portfolio Not Approved:

- d. Should the portfolio require further clarification/documentation, the applicant will have seven days to do so after receipt of notification or the application will be automatically withdrawn.

Program Levels and Compensation

Level I	Level II	Level III	Level IV	Level V
<p>Meets and sustains in good standing all required criteria in Job Description</p> <p>Base pay rate</p>	<p>Meets all required criteria for level I and:</p> <p>3 completed activities</p> <p>12 hours of continuing Professional Education</p> <p>Compensation \$1.00/hr.</p>	<p>Meets all required Criteria for level II and:</p> <p>6 completed activities – from at least 2 different categories.</p> <p>18 hours of continuing Professional Education</p> <p>Compensation \$1.50/hr.</p>	<p>Meets all required Criteria for level III and:</p> <p>9 completed activities - from at least 2 different categories.</p> <p>24 hours of continuing Professional Education</p> <p>Compensation \$2.00/hr.</p>	<p>Meets all required Criteria for level IV</p> <p>12 completed activities- from at least 2 different categories.</p> <p>30 hours of continuing professional education to obtain or keep current an active National Certification in a nursing specialty applicable to current area of practice.</p> <p>Compensation \$2.50/hr.</p>

Education

The nurse recognizes the need for continuous personal development to ensure competency in order to provide excellent patient and family centered care.

<i>Included Activities</i>	<i>Work Required to Earn Activity Points</i>	<i>Descriptor</i>
a. Professional Education	12 actual hours of education in nursing related area = 1 Activity Point	Professional Education: Professional education provides opportunities for continuing professional learning. The nurse seeks ongoing education experiences in order to expand knowledge base and to become familiar with new trends and discoveries in practice and profession. Twelve hours of education qualifies as one activity. This includes, but is not limited to, conferences, seminars, and preceptor workshop, and on-line CEU.
b. College Courses	Activity Points given based on the number of course credits	College Courses: College course are formal academic educational opportunities that include all subjects relevant to the art and science of nursing. Courses must be related to healthcare/nursing education. One credit qualifies as one activity. Measurement Criteria: Use the Clinical Ladders college courses documentation form to describe how it has applied to your practice. Include transcript with evidence of a passing grade of C or better.

Completed College Degree

<i>Included Activities</i>	<i>Activity Points (Points at highest level not cumulative)</i>	<i>Descriptor</i>
a. ASN with Bachelor's degree in other health related field	1 Point	Copy of Diploma for all applicable degrees
b. BSN	2 Points	Copy of Diploma
c. MSN	4 Points	Copy of Diploma

Teaching - Community Collaboration

The nurse teaches patients, families, and peers to promote community health and evidence-based practice.

<i>Included Activities</i>	<i>Work Required to Earn Activity Points</i>	<i>Descriptor</i>
a. Community Educator	8 hours of instruction = 1 Activity Point	<p>Community Educator: Community education provides teaching and learning experiences to the people we serve. Classes/ sessions are organized around the nurses' knowledge and are supported by research and theory. The nurse may teach as a volunteer or paid Copley employee but cannot be paid or compensated by outside organizations for Clinical Ladders credit. Examples are ENCARE, childbirth education classes, Heartsaver courses, etc. Eight hours of direct instruction qualifies as one activity</p> <p>Measurement Criteria: Use the Clinical Ladders community education documentation form to describe how it has been applied to your practice.</p>
b. Health-Related Volunteer Community Service	8 hours of service = 1 Activity Point	<p>Community Health Related Service: By participating in community services such as blood pressure screenings, health fairs, school career days, support groups, and/or speaking before civic group on health-related topics, the nurse demonstrates his/her knowledge to the Copley Hospital community, strengthening the relationship and demonstrating diversity in the nursing profession. Eight hours of service qualifies as one activity.</p> <p>Measurement Criteria: Use the Clinical Ladders community health related service documentation form to describe how it has been applied to your practice.</p>

<p>c. Provider Course Instructor</p>	<p>Active instructor with proof of teaching</p> <p>1 course = 1 Activity Point</p>	<p>Provider Course Instructor: The instructor is accountable for the education of colleagues seeking the specialized, research-based body of knowledge and skills organized within a provider course. A provider instructor certification with proof of active certification and of teaching one course qualifies as one point. May take credit for instructor certification or take credit for teaching the course under the Community Educator Activity, but not both.</p> <p>Measurement Criteria: Use the Clinical Ladders provider course instructor documentation form to describe how it has been applied to your practice. Include evidence of provider course instructor certification and proof of teaching one course.</p>
<p>d. Healthcare Instruction of Peers</p> <p>I.e. In-service</p>	<p>60 cumulative minutes of instruction with a minimum of 3 staff members in attendance = 1 Activity Point</p>	<p>Healthcare Instruction of Peers: The nurse provides structured education and learning experiences for those engaged in the delivery of some aspect of healthcare. (Such as Life Safety Series). Teaching may be generalized or specialty-related nursing knowledge. 60 cumulative minutes qualifies as one point.</p> <p>Requires coordination with unit manager.</p> <p>Measurement Criteria: Use the Clinical Ladders healthcare instruction of peers documentation form to describe how it has been applied to your practice.</p>

Professional Support

The nurse demonstrates respect and understanding for peers and other disciplines and assists in creating an environment that promotes educational growth opportunities for colleagues.

<i>Included Activities</i>	<i>Work Required to Earn Activity Points</i>	<i>Descriptor</i>
a. Professional Support Roles (Preceptor)	Requires completion of preceptor duties 75% of orientation hours. Experienced RN = 2 Activity Points Novice/New Grad New Hire RN = 4 Activity Points 3 Travel RNs = 2 Activity Points Senior Practicum Students = 3 Activity Points	Preceptor: The nurse utilizes theoretical and research-based information as well as drawing from his/her education, experience, and practice to orient and guide other nurses who are assuming new positions. Preceptor course within the previous 5 years is an encouraged, but not required prerequisite. Measurement Criteria: Use the Clinical Ladders preceptor documentation form to describe how it has been applied to your practice. Evaluation tool — orientation completion

Roles and Responsibility Guidelines for Preceptor Roles

Will collaborate with unit leadership for patient assignment selection to optimize learning.

Will be responsible for managing the unit based clinical environment orientation process, socialization with peers, nursing process implementation, shift-shift responsibilities.

Will be responsible for daily and weekly goal setting with the orientee. Assists in identifying learning needs through skills assessment and competency based tools. Helps to facilitate plans to meet orientation needs.

Responsible for the timely completion and submission of all orientee documentation. Assesses progress in orientation.

Meeting with orientee, unit manager to ensure ongoing feedback related to goals. Encourage behaviors that are positive and feedback that promotes the learning process.

<p>b. Case Study Presentation</p>	<p>Presentation of case study and recommended practice changes with a minimum of 3 staff members in attendance = 1 Activity Point</p>	<p>Case Study Presentation: Case studies are an organized method for sharing knowledge with members of the healthcare team. Case studies and critiques integrate individual patient care situations with current modalities so that practice can be reviewed and improved. Exceptions: If a case study is presented as part of a committee, it will be considered as committee work and will not be eligible for points. If presented as an in-service, may take credit for in-service or critique, not both. Requires coordination with unit manager. Measurement Criteria: Use the Clinical Ladders Case Study documentation form to describe how it has been applied to your practice.</p>
<p>c. Provider Course Completion</p>	<p>Provider Course NOT required for current nursing position 1 Activity Point (Provider certification must be current at time of submission.)</p>	<p>Provider Course Completion: Provider courses emerge as a result of research that has produced evidence-based methods for practice. These courses are also an example of education. They combine lecture, literature, and discussion with practical situations that provide opportunities with integrated knowledge with skill sets. Provider course completion may be used as one activity annually for the number of years for which the provider card is valid. Alternatively, the hours spent in class may be used as professional education during the year that the course was taken. Examples: ACLS, PALS, TNCC, ENPC, NRP, etc. The provider course must not be required for current role. If 3 courses are required for current position 1 may be used for Ladders Program. Measurement Criteria: Use the Clinical Ladders provider course documentation form to describe how it has been applied to your practice. Include a copy of your provider card.</p>

Professional Practice Development

The nurse demonstrates respect and understanding for peers and other disciplines and assists in creating an environment that promotes educational growth opportunities for colleagues.

<i>Included Activities</i>	<i>Work Required to Earn Activity Points</i>	<i>Descriptor</i>
a. Active Participation in Nursing Organization	<p>Membership — 1 Activity Point</p> <p>Position in the organization (officer, board member, committee chair, committee member) = 2 Activity Points</p>	<p>Active member of national nursing organization: “The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy. The nurse participates in establishing, maintaining, and improving healthcare environments and conditions of employment conducive to the provision of quality healthcare and consistent with the values of the profession through individual and collective action” (ANA, 2001). Examples include Vermont State Nurses Association, United Nurses & Allied Professionals.</p> <p>Measurement Criteria: Use the Clinical Ladders Active Participation in Nursing Organization documentation form to describe how it has been applied to your practice.</p>
b. National Nursing Certification	<p>Certification</p> <p>Year obtained = 3 Activity Points</p> <p>Each maintained or year of recertification = 1 Activity Point</p> <p>A six month grace period will be allowed, should the renewal date for the certification not correspond to the annual Clinical Ladders renewal date.</p>	<p>Nursing Certification: Nursing certification is a professional recognition by a specialty organization. It is usually attained through written examination that reflects the standards of the specialty. The nurse demonstrates knowledge based on theory and research. It is the culmination of intensive study, which the nurse then applies to his/her practice.</p> <p>Measurement Criteria: Use the Clinical Ladders National certification documentation form to describe how it has been applied to your practice. Include evidence of certification.</p>

<p>c. Publication</p>	<p>Health care or nursing-related articles accepted for print to provide education to colleagues, other members of the healthcare delivery system and/or the general public = 1 Activity Point</p> <p>Publication in a peer-reviewed journal = 2 Activity Points</p>	<p>Measurement Criteria: Use the Clinical Ladders Publication Documentation form to describe how it has applied to your practice. Include copy of acceptance letter or actual printed article with publication date noted.</p>
<p>d. Poster and/or Presentation at a Nursing conference or Meeting</p>	<p>Poster (in house) = 1 Activity Point</p> <p>Poster at state or national Conference = 3 Activity Points</p> <p>Presentation at state or national conference = 4 Activity Points</p>	<p>May include presentations or posters developed for Copley events, external events, conferences, etc.</p> <p>Measurement Criteria: Use the Clinical Ladders poster and/or presentation documentation form to describe how it has been applied to your practice.</p>
<p>e. Skilled in Multiple Roles For example: House Supervisor fill-in, working on another unit that is not the nurse's primary unit.</p>	<p>Fulfilling an additional primary role in another unit = 2 Activity Points.</p> <p>Fulfilling an additional secondary role in another unit = 1 Activity Points.</p>	<p>Skilled in Multiple Roles: Does not include Flex RN.</p> <p>Because a nurse requires additional knowledge, theory and research base skills he/she is able to practice in a clinical area other than their primary area.</p> <p>Measurement Criteria: Use the Clinical Ladders documentation form for Skilled in Multiple Roles with Department Director signature.</p>

Copley Hospital Based Activities - Quality of Practice

The nurse combines evidence based practices with clinical expertise to elevate nursing care in the clinical setting.

<i>Included Activities</i>	<i>Work Required to Earn Activity Points</i>	<i>Descriptor</i>
a. Active Member on Hospital Committee	<p>Attendance at 75% of meetings = 1 Activity Point</p> <p>Committee facilitator/ chair = 2 Activity Points</p> <p>Ad hoc Committee = 1 Activity Point</p>	<p>Hospital Committee: Hospital committees consistently utilize some aspect of research as they determine and achieve goals. The nurse as a committee participant, shares professional perspective with colleagues and/or other hospital staff in order to, in some way, improve the system that delivers care to our community members.</p> <p>Measurement Criteria: Use the Clinical Ladders Active Member on Hospital Committee documentation form to describe how it has applied to your practice.</p>
b. Performance Improvement Study	<p>Completion of research, survey, data collection, analysis and practice recommendation = 2 Activity Point</p> <p>Completion of implementation of practice change, data collection and assessment = 1 Activity Point</p> <p>Ongoing QA data collection (12 hour minimum) = 1 Activity Point</p>	<p>Performance Improvement: The performance improvement study is research driven and is also an opportunity for education and the formulation of theory. Performance improvement studies utilize components of research, survey, and analysis that may result in practice changes or support current practice. Each performance improvement study must be completed at least to the point where recommendations for changes have been developed.</p> <p>Measurement Criteria: Use the Clinical Ladders Performance Improvement Study documentation form to describe how it has applied to your practice.</p>

<p>c. Patient Experience</p>	<p>Completion of research, survey, data collection analysis and evidence—based practice. Formal written recommendation — 1 Activity Point</p> <p>Completion of implementation of practice change, data collection and assessment = 1 Activity Point</p> <p>Completion of 6 month PDSA cycle= 1 Activity point</p>	<p>PDSA based – (Plan, Do, Study, Act)</p>
<p>d. Innovative Strategies</p>	<p>Researches and proposes cost saving initiatives on unit.</p> <p>Educates staff and implements activities on unit =1 Activity Point</p> <p>Completion of 6 month PDSA cycle = 1 Activity Point</p>	<p>PDSA based – (Plan, Do, Study, Act)</p> <p>Measurement Criteria: Use the Clinical Ladders Innovative Strategies documentation form to describe how it has applied to your practice.</p>
<p>Category: Miscellaneous</p> <p>If the RN plans to participate in an activity that is not identified in any other category, he/she may submit a request for recognition in advance of the activity to the Clinical Ladders Committee at least two months prior to the application date. The committee will review the request and make a determination regarding acceptance or denial based on the Clinical Ladders Program purpose statement. Once approved by the committee, annual early submission will not be required in subsequent years.</p>		<p>Measurement Criteria: Use the Clinical Ladders Miscellaneous documentation form to describe how it has applied to your practice.</p>

**EXHIBIT B
COPLEY – RN WAGE SCALES WITH CLINICAL LADDER**

FY21

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
RN 1	\$25.88	\$26.40	\$26.93	\$27.47	\$28.02	\$28.58	\$29.15
RN 2	\$26.88	\$27.40	\$27.93	\$28.47	\$29.02	\$29.58	\$30.15
RN 3	\$27.38	\$27.90	\$28.43	\$28.97	\$29.52	\$30.08	\$30.65
RN 4	\$27.88	\$28.40	\$28.93	\$29.47	\$30.02	\$30.58	\$31.15
RN 5	\$28.38	\$28.90	\$29.43	\$29.97	\$30.52	\$31.08	\$31.65
	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
RN 1	\$29.73	\$30.33	\$30.94	\$31.55	\$32.19	\$32.83	\$33.49
RN 2	\$30.73	\$31.33	\$31.94	\$32.55	\$33.19	\$33.83	\$34.49
RN 3	\$31.23	\$31.83	\$32.44	\$33.05	\$33.69	\$34.33	\$34.99
RN 4	\$31.73	\$32.33	\$32.94	\$33.55	\$34.19	\$34.83	\$35.49
RN 5	\$32.23	\$32.83	\$33.44	\$34.05	\$34.69	\$35.33	\$35.99
	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
RN 1	\$34.16	\$34.84	\$35.54	\$36.25	\$36.97	\$37.71	\$38.46
RN 2	\$35.16	\$35.84	\$36.54	\$37.25	\$37.97	\$38.71	\$39.46
RN 3	\$35.66	\$36.34	\$37.04	\$37.75	\$38.47	\$39.21	\$39.96
RN 4	\$36.16	\$36.84	\$37.54	\$38.25	\$38.97	\$39.71	\$40.46
RN 5	\$36.66	\$37.34	\$38.04	\$38.75	\$39.47	\$40.21	\$40.96
	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27
RN 1	\$39.23	\$40.01	\$40.83	\$41.65	\$42.48	\$43.33	\$44.20
RN 2	\$40.23	\$41.01	\$41.83	\$42.65	\$43.48	\$44.33	\$45.20
RN 3	\$40.73	\$41.51	\$42.33	\$43.15	\$43.98	\$44.83	\$45.70
RN 4	\$41.23	\$42.01	\$42.83	\$43.65	\$44.48	\$45.33	\$46.20
RN 5	\$41.73	\$42.51	\$43.33	\$44.15	\$44.98	\$45.83	\$46.70

FY22

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
RN 1	\$26.40	\$26.93	\$27.47	\$28.02	\$28.58	\$29.15	\$29.73
RN 2	\$27.40	\$27.93	\$28.47	\$29.02	\$29.58	\$30.15	\$30.73
RN 3	\$27.90	\$28.43	\$28.97	\$29.52	\$30.08	\$30.65	\$31.23
RN 4	\$28.40	\$28.93	\$29.47	\$30.02	\$30.58	\$31.15	\$31.73
RN 5	\$28.90	\$29.43	\$29.97	\$30.52	\$31.08	\$31.65	\$32.23
	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
RN 1	\$30.33	\$30.94	\$31.55	\$32.19	\$32.83	\$33.49	\$34.16
RN 2	\$31.33	\$31.94	\$32.55	\$33.19	\$33.83	\$34.49	\$35.16
RN 3	\$31.83	\$32.44	\$33.05	\$33.69	\$34.33	\$34.99	\$35.66
RN 4	\$32.33	\$32.94	\$33.55	\$34.19	\$34.83	\$35.49	\$36.16
RN 5	\$32.83	\$33.44	\$34.05	\$34.69	\$35.33	\$35.99	\$36.66
	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
RN 1	\$34.84	\$35.54	\$36.25	\$36.97	\$37.71	\$38.46	\$39.23
RN 2	\$35.84	\$36.54	\$37.25	\$37.97	\$38.71	\$39.46	\$40.23
RN 3	\$36.34	\$37.04	\$37.75	\$38.47	\$39.21	\$39.96	\$40.73
RN 4	\$36.84	\$37.54	\$38.25	\$38.97	\$39.71	\$40.46	\$41.23
RN 5	\$37.34	\$38.04	\$38.75	\$39.47	\$40.21	\$40.96	\$41.73
	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27
RN 1	\$40.01	\$40.83	\$41.65	\$42.48	\$43.33	\$44.20	\$45.08
RN 2	\$41.01	\$41.83	\$42.65	\$43.48	\$44.33	\$45.20	\$46.08
RN 3	\$41.51	\$42.33	\$43.15	\$43.98	\$44.83	\$45.70	\$46.58
RN 4	\$42.01	\$42.83	\$43.65	\$44.48	\$45.33	\$46.20	\$47.08
RN 5	\$42.51	\$43.33	\$44.15	\$44.98	\$45.83	\$46.70	\$47.58

FY23

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
RN 1	\$26.93	\$27.47	\$28.02	\$28.58	\$29.15	\$29.73	\$30.33
RN 2	\$27.93	\$28.47	\$29.02	\$29.58	\$30.15	\$30.73	\$31.33
RN 3	\$28.43	\$28.97	\$29.52	\$30.08	\$30.65	\$31.23	\$31.83
RN 4	\$28.93	\$29.47	\$30.02	\$30.58	\$31.15	\$31.73	\$32.33
RN 5	\$29.43	\$29.97	\$30.52	\$31.08	\$31.65	\$32.23	\$32.83
	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
RN 1	\$30.94	\$31.55	\$32.19	\$32.83	\$33.49	\$34.16	\$34.84
RN 2	\$31.94	\$32.55	\$33.19	\$33.83	\$34.49	\$35.16	\$35.84
RN 3	\$32.44	\$33.05	\$33.69	\$34.33	\$34.99	\$35.66	\$36.34
RN 4	\$32.94	\$33.55	\$34.19	\$34.83	\$35.49	\$36.16	\$36.84
RN 5	\$33.44	\$34.05	\$34.69	\$35.33	\$35.99	\$36.66	\$37.34
	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
RN 1	\$35.54	\$36.25	\$36.97	\$37.71	\$38.46	\$39.23	\$40.01
RN 2	\$36.54	\$37.25	\$37.97	\$38.71	\$39.46	\$40.23	\$41.01
RN 3	\$37.04	\$37.75	\$38.47	\$39.21	\$39.96	\$40.73	\$41.51
RN 4	\$37.54	\$38.25	\$38.97	\$39.71	\$40.46	\$41.23	\$42.01
RN 5	\$38.04	\$38.75	\$39.47	\$40.21	\$40.96	\$41.73	\$42.51
	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27
RN 1	\$40.83	\$41.65	\$42.48	\$43.33	\$44.20	\$45.08	\$45.99
RN 2	\$41.83	\$42.65	\$43.48	\$44.33	\$45.20	\$46.08	\$46.99
RN 3	\$42.33	\$43.15	\$43.98	\$44.83	\$45.70	\$46.58	\$47.49
RN 4	\$42.83	\$43.65	\$44.48	\$45.33	\$46.20	\$47.08	\$47.99
RN 5	\$43.33	\$44.15	\$44.98	\$45.83	\$46.70	\$47.58	\$48.49

FY24

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
RN 1	\$27.47	\$28.02	\$28.58	\$29.15	\$29.73	\$30.33	\$30.94
RN 2	\$28.47	\$29.02	\$29.58	\$30.15	\$30.73	\$31.33	\$31.94
RN 3	\$28.97	\$29.52	\$30.08	\$30.65	\$31.23	\$31.83	\$32.44
RN 4	\$29.47	\$30.02	\$30.58	\$31.15	\$31.73	\$32.33	\$32.94
RN 5	\$29.97	\$30.52	\$31.08	\$31.65	\$32.23	\$32.83	\$33.44
	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
RN 1	\$31.55	\$32.19	\$32.83	\$33.49	\$34.16	\$34.84	\$35.54
RN 2	\$32.55	\$33.19	\$33.83	\$34.49	\$35.16	\$35.84	\$36.54
RN 3	\$33.05	\$33.69	\$34.33	\$34.99	\$35.66	\$36.34	\$37.04
RN 4	\$33.55	\$34.19	\$34.83	\$35.49	\$36.16	\$36.84	\$37.54
RN 5	\$34.05	\$34.69	\$35.33	\$35.99	\$36.66	\$37.34	\$38.04
	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
RN 1	\$36.25	\$36.97	\$37.71	\$38.46	\$39.23	\$40.01	\$40.83
RN 2	\$37.25	\$37.97	\$38.71	\$39.46	\$40.23	\$41.01	\$41.83
RN 3	\$37.75	\$38.47	\$39.21	\$39.96	\$40.73	\$41.51	\$42.33
RN 4	\$38.25	\$38.97	\$39.71	\$40.46	\$41.23	\$42.01	\$42.83
RN 5	\$38.75	\$39.47	\$40.21	\$40.96	\$41.73	\$42.51	\$43.33
	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27
RN 1	\$41.65	\$42.48	\$43.33	\$44.20	\$45.08	\$45.99	\$46.91
RN 2	\$42.65	\$43.48	\$44.33	\$45.20	\$46.08	\$46.99	\$47.91
RN 3	\$43.15	\$43.98	\$44.83	\$45.70	\$46.58	\$47.49	\$48.41
RN 4	\$43.65	\$44.48	\$45.33	\$46.20	\$47.08	\$47.99	\$48.91
RN 5	\$44.15	\$44.98	\$45.83	\$46.70	\$47.58	\$48.49	\$49.41

EXHIBIT C - PROCESS FOR RN STAFF EDUCATION WHEN NEW EQUIPMENT IS INTRODUCED

Purpose: To describe the processes/mechanisms used for the delivery of RN staff education when new equipment is introduced to the department.

Policy Statement: For capital acquisitions, decisions regarding what level of education is necessary will be made by the Vice President, Patient Care Services. Decisions for all other acquisitions will be made by the Nurse Manager/s. This will be in collaboration with the Clinical Nurse Educator. Consultation will be sought as appropriate from the Infection Control Nurse, Quality Manager and unit-based RN staff.

Guidelines: The identification of the need for education regarding new products and/or equipment can occur as a result of a request from a provider, vendor or patient as part of a pilot or evaluation of a new product or piece of equipment. New products and/or equipment may be generated from either the Capital Equipment or New Products committees.

The Clinical Nurse Educator will be notified of committee approval. In collaboration with the Vice President, Patient Care Services and/or Nurse Manager, the Clinical Nurse Educator shall determine the extent and type of the training that is necessary. The Nurse Educator shall provide assistance as appropriate with whatever type and level of training process is needed.

Varied and numerous approaches to accomplish this intent will be used as a result of the numerous ways new equipment can be introduced to the organization and the varying degrees of new equipment complexity and differing levels of staff competencies. Some of the educational approaches used may include formal or informal didactic, with or without hands-on demonstration, reading instructional brochures or articles, mock drills/usage or watching videos. Some of those who may be involved in providing the education or orientation include the Clinical Nurse Educator, Nurse Manager(s), staff nurses, Clinical Administrative Supervisor, physician, outside consultant/company representative and content experts from other departments of the Hospital. When a staff training roster is deemed necessary, it shall be maintained by the individual responsible for the training/education and returned to the Clinical Nurse Educator when completed.

As part of the training process for more complex equipment and supplies, an orientation program may be necessary. When deemed necessary, all staff RNs who require the specific training shall be scheduled for the orientation/education in a manner consistent with the collective bargaining agreement. The orientation/education shall be provided frequently enough and within a timeframe that supports the necessary learning in time for the staff nurse to be competent in use of the equipment.

EXHIBIT D - SCHEDULING PROCESS AGREEMENT

Request off pulled (2 Weeks)

Requests for time off must be submitted in writing six (6) weeks prior to the beginning date of the new schedule

Nurse manager has two (2) weeks to schedule FTE RNs – includes cross train RNs who own a 0.1 FTE in the unit that they are cross trained Conversations with staff r/t requests as needed.

Holes posted (1 Week)

Post all uncovered shifts fourteen (14) days prior to the schedule posting date for a period of seven (7) days.

Work schedule for all FTE RNs (regular unit staff and cross-trained staff) is posted with the holes identified. The schedule posted with the holes reflects the granted time off and time scheduled for regular and cross trained FTE nurses. Granted time off and time scheduled for regular and cross trained nurses will not be changed without a prior discussion with and approval by the affected employees.

All staff (regular FTE and per diem) and cross-trained staff will complete a “Request for Additional Shifts” form and present to the unit manager within the seven (7) day period if they would like to request additional shifts.

Holes pulled (1 Week)

First, Offer shifts to per diems according to availability with shifts distributed equitably. Then...

Offer shifts to regular unit based staff on a rotating basis starting with the most senior selecting first, one shift at a time. Then...

Offer shifts to cross-trained nurses on a rotating basis starting with the most senior selecting first, one shift at a time. Then...Any other qualified nurse(s) in the hospital on a rotating basis starting with the most senior selecting first, one shift at a time (said nurse shall be oriented to the unit prior to assuming an assignment).

EXHIBIT E - EXTRA HOURS BONUS

Extra Hours Bonus (EHB) for United Nurses and Allied Professionals Local 5109

The Hospital and Copley UNAP Local 5109 agree to the following:

Summary: All Nursing Units have reached a critical threshold to adequately staff and meet our current patient needs. Severe staff shortages may negatively impact our patient care. The intended use of the EHB program is to provide essential services to our patients, be fiscally responsible and potentially reduce our Traveler RN hours by 50%.

The EHB program premise is designed to provide staff a chance to pre-plan and commit to additional hours.

Program outcomes will be evaluated and reviewed for feasibility and future use on an on-going basis. The EHB program will be made available to all qualified FTE registered nurses and then to Per Diem Staff. For a manager to initiate an EHB agreement they must verify with the Chief Nursing Officer that the final schedule indicates at least 96 hours of open shifts are available. The CNO will sign an EHB Activation Form. The manager will then identify and communicate to staff that the hours are available for the EHB.

EHB hours will be selected and agreed upon by the staff member and their manager prior to the final schedule being posted. A written agreement confirming the selected hours and associated bonus will be signed as a commitment between the manager and the employee.

There will be some flexibility in working the EHB hours as the needs of the unit/department may fluctuate. For example: an employee signs up for 24 additional hours spread over the 4-week schedule cycle; however, 12 prescheduled hours aren't needed on the day scheduled due to patient census, but then an unexpected 12 hour need occurs on another day and the manager and the employee agree to make the change. The expectation is that the employee completes the agreed number of extra hours within the scheduled period in direct care as needed on the assigned unit. This agreement is a commitment to work extra hours as identified below. If the agreement is completed without the employee missing regular or additional hours, the employee will receive a bonus in the pay period following the completion of the bonus period as identified below:

A new EHB agreement must be completed for each 4-week schedule. All interested/eligible RNs may participate in any available schedule. Current procedure for allocating extra shifts shall be followed; bonus hours are determined after "holes" are filled. This agreement will expire after any schedule block that does not meet the criteria, but may be ended earlier if either party is no longer agreeable.

Nursing EHB Agreement

Copley Hospital, Morrisville, Vermont

Extra Hours Bonus (EHB) Agreement for United Nurses and Allied Professionals Local 5109

I _____ agree to work Extra Hours and/or Extra Call as checked below during the final schedule: Beginning ___/___/20__ and Ending ___/___/20__

Extra Hours

_____ 8 hours \$264
_____ 12 hours \$ 397
_____ 24 hours \$ 794
_____ 36 hours \$ 1191
_____ 48 hours \$ 1588

Dates of Shifts: _____

Extra Call (Peri-Op only)

_____ 12 hours \$125
_____ 24 Hours \$250
_____ 48 hours \$500

Dates of Call: _____

I understand that absenteeism for any shift during this period will void this agreement. Absenteeism will be reviewed by the Director in consultation with the Chief Nursing Officer. The manager will review the circumstances and determine if additional hours are needed that would allow the employee to make up the absence at a time that benefits the department.

I understand that it is my responsibility to meet with my manager and schedule these extra hours at times needed.

I understand that the Bonus hours are not starred shifts.

I understand that the Unit needs can vary due to unexpected changes in Patient Census. If I am not needed for my Extra Scheduled Hours, I understand that staff working EHB can be called off in accordance with the current UNAP 5109 Agreement.

If the RN is not needed on arrival for an EHB shift, Cancellation Pay will be provided in accordance with the current UNAP 5109 Agreement.

If the staff working an EHB is asked to be on-call for the shift and agrees, the EHB obligation for that shift will be considered to be fulfilled.

Signature of Employee

Date

Signature of Supervisor

Date

The original signed agreement is to go to Human Resources. Additional copies should be given to the employee, the Director and placed in the employee's file.

EXHIBIT F – ACNU STAFFING

The Hospital agrees to hire sufficient nurses to staff a twelve (12) hour mid-shift on the ACNU from Monday through Saturday, excluding holidays. The mid-shift nurse will be the fifth nurse on the unit.

In response to decreases in workload, census and/or other such factors, the Hospital may require up to one (1) Bargaining Unit nurse in the ACNU to stop working. The Hospital will utilize the following order: (1) Floating qualified nurses to another area if there is a need, (2) Volunteers, (3) Class IV RNs, (4) Class V RNs, (5) Class I, II and III RNs. Decisions within each group shall be made by inverse seniority on a rotating basis if there is more than one nurse working at the same time. A Bargaining Unit employee who is asked to stop working may either

- take Voluntary Time Off (VTO), or
- elect to use available ETO,

Earned time and benefits will accrue for all voluntary hours taken.

EXHIBIT G – HOLIDAY ROTATION 2022

The new holiday rotation will commence on January 2, 2022, with employees staying in the same group for 2022 as they were in for 2021.

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