

**AGREEMENT**

**between**

**INDIANA REGIONAL MEDICAL CENTER**

**and**

**INDIANA REGISTERED NURSES ASSOCIATION/PASNAP –  
PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED  
PROFESSIONALS**

**May 13, 2025 – May 12, 2028**

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## **AGREEMENT**

This Agreement is made and entered into by and between Indiana Regional Medical Center (the “Medical Center” or “Employer”) and the Indiana Registered Nurses Association/PASNAP - Pennsylvania Association of Staff Nurses and Allied Professionals (the “Union” or the “Association”) (collectively, the “Parties”). The parties, intending to be legally bound hereby, agree as follows.

### **ARTICLE 1. Intent and Purpose**

- 1.01.** The Association recognizes that the Employer is a health care institution within the meaning of the National Labor Relations Act and for purposes of other applicable labor and employment laws.
- 1.02** The Parties mutually recognize that the skills and professional expertise of the Medical Center's registered nurses play an important role in the Medical Center's mission to provide complete, uninterrupted patient care and service of the highest possible quality. The Parties further agree that such care and service are of vital importance to the health, welfare, safety and comfort of the community, and agree to cooperate in administering this Agreement with these interests always paramount. The Association further recognizes that the unique and humanitarian nature of the functions of the Employer require a cooperative approach focused on the best interests of the community we serve.
- 1.03** Nothing in this Agreement, except as otherwise provided, will be interpreted as limiting nurses in performing duties other than those they normally perform or from helping employees in other classifications and departments, and that the Employer confirms that it has retained the services of said employees to perform the occupation of professional nursing. The Association confirms the obligation of the nurses it represents to render optimum care and service with efficiency, warmth, and compassion so as to transmit to patients and others having business with the Medical Center a sense of security and dignity. The Association offers its full cooperation in fostering these values, and on behalf of the nurses, agrees to cooperate with the Medical Center to ensure that every patient receives the highest quality professional nursing care

### **ARTICLE 2. Recognition**

- 2.01.** The Medical Center recognizes the Association as the exclusive collective bargaining representative of the employees in the following appropriate unit, certified by the National Labor Relations Board in Case 06-RC-337916:

Included: All full-time, regular part-time, casual, and casual/per diem registered nurses employed by the Employer at Indiana Regional Medical Center, 835 Hospital Road, Indiana, PA 15701; Pain Clinic, 120 IRMC Drive, Indiana, PA 15701; Wound Clinic, 119 Building, 1265 Wayne Ave,

Indiana, PA 15701; IRMC Mountains Behavioral Health, 145 IRMC Drive and UrgiCare, 25 Colony Blvd, Blairsville, PA 15717.

Excluded: All technical employees, service and maintenance employees, skilled maintenance employees, business office clerical employees, managerial employees, confidential employees, and guards, and other professional employees and supervisors as defined in the Act.

- 2.02.** The term “employee” as used in this Agreement refers only to the employees and the classifications included in the bargaining unit as defined in Section 2.01. The term “employee” does not include those employees and classifications excluded from the bargaining unit as defined in Section 2.01. Any disputes concerning the inclusion or exclusion of any classification or employee in or from the bargaining unit will be decided solely by the National Labor Relations Board under the provisions of the National Labor Relations Act. This Recognition article is not subject to the grievance or arbitration provisions of this Agreement.

### **ARTICLE 3. Management Rights**

- 3.01.** The Association recognizes and agrees that the management of the Medical Center, the direction of the working forces and the establishment and/or altering of employees' wages, benefits, hours and other terms and conditions of employment are vested solely and exclusively in the Medical Center, except as specifically limited by the written terms of this Agreement. Matters of inherent managerial policy are reserved exclusively to the Medical Center. These include, but are not limited to, such areas of discretion or policy as the functions and programs of the Medical Center, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. The above set forth management rights are by way of example but not by way of limitation. The Medical Center agrees that it will not exercise any of these rights in an arbitrary or capricious manner.
- 3.02.** The Medical Center recognizes its legal duty to offer to bargain and, if requested by the Association, to bargain in good faith prior to the implementation of any changes concerning wages, hours and other terms and conditions of employment which are not otherwise specifically agreed to by the written terms of this Agreement. Any waiver of the duty to bargain prior to the implementation of any such changes must be clear and explicit.
- 3.03.** The Medical Center has the right to adopt reasonable rules, policies, and regulations. The Medical Center will provide to the Association President copies of any new or revised rules, policies or regulations affecting bargaining unit employees at least fourteen (14) calendar days in advance of their implementation. Upon request, the Medical Center will meet with the Association to discuss said new rules or policies.

- 3.04.** The Medical Center's right to make staffing decisions, including but not limited to the determination and selection of adequate staffing of the Medical Center, the filling of position vacancies, and the determination of how best to utilize the training and competencies of all personnel, is a management right.

**ARTICLE 4. No Strike/No Lockout Clause**

- 4.01.** The Parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety, and welfare.
- 4.02.** The Association, its officers, agents and representatives guarantee the Medical Center that there will be no strikes of any kind, individually or collectively, including sympathy strikes, honoring or observance of picket lines, stoppages of work, slowdowns, sit-downs, sick-outs, boycotts, picketing, demonstrations, walkouts, concerted refusals to work, or any other type of interference, coercive or otherwise, with the Medical Center's business or operations during the term of this Agreement or any extension or renewal thereof. Neither the Association nor its officers, agents, representatives, and members will instigate, promote, sponsor, engage in, or condone any such activity or any other interruption, curtailment, restriction or interference with the Medical Center's functions or operations, regardless of the reason. Picket lines placed by other unions or by other persons, employees, or groups of employees at Medical Center operational locations will not be honored by employees covered by this Agreement, unless the Medical Center, in its sole discretion, expressly, in writing, excuses the employees' obligations to not honor such a picket line. The prohibitions of this section will apply whether or not (a) the dispute is covered by the grievance and arbitration procedure provided under this Agreement; (b) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Association or any other labor organization; or (c) such conduct is in protest of an alleged violation of any state or federal law.
- 4.03.** Employees participating in any activity contrary to this article will be subject to immediate disciplinary action, up to and including discharge, at the discretion of the Employer. An employee disciplined or discharged for a violation of this article will have recourse to the grievance procedure.
- 4.04.** In the event of activity contrary to this article, the Association agrees to undertake its best efforts to prevent and end such action immediately. The Medical Center will have all such rights and recourse as the law may provide, including recovery for injury or damage which results from any violation of any provision of this article, except that said recovery or injury for damage against the Association and/or its agents must be related to the activity of the Association and/or its agents. Nothing herein will be construed as in any way limiting the Employer's right to seek and obtain immediate injunctive relief enforcing this article in the event of breach by

any employee, group of employees or the Association, the Employer's right thereto being expressly recognized by the Association herein.

- 4.05. The Medical Center agrees that during the term of this Agreement there will be no lockout of employees covered by this Agreement.

#### **ARTICLE 5. Probationary Period and Categories of Employees**

- 5.01. Newly-hired Registered Nurses and Certified Registered Nurse Anesthetists will be considered probationary employees for the first six (6) months of employment at the Medical Center. Current Medical Center employees moving into positions in the bargaining unit (e.g., LPN to RN) will follow the Medical Center's guidelines for such a change. During this probationary period, for newly-hired employees, the employee may be discharged at the will of the Employer and such discharge will not be subject to the grievance and arbitration procedure in this Agreement. A nurse's seniority will not begin until after the completion of this probationary period, but upon successful completion will be calculated retroactive to the date of hire. During the probationary period, the nurse will not be entitled to any of the benefits of this Agreement except as expressly provided for herein and will not have access to the grievance and arbitration procedure. The Association will not be recognized as the representative of any applicant or new hire, individually or as a class, until successful completion of the probationary period.
- 5.02. A full-time employee for purposes of this Agreement is one who is regularly scheduled for and regularly works a minimum of seventy-two (72) hours per pay period, depending on job classification, or a schedule already designated or newly designated as full-time by the Medical Center throughout the course of their employment.
- 5.03. Part-time nursing positions are structured around a fractional FTE point system. A regular part-time employee for purposes of this Agreement is one who is regularly scheduled according to their fractional FTE point scheduling preference of at least 0.5 FTE. (Example: A 0.5 part-time nurse would regularly be scheduled forty (40) hours per pay period.) If higher FTE point assignments are or become available within a unit, they will be chosen by the nurse based on seniority. Unfilled or subsequently created part-time positions will be posted with their fractional FTE point requirements.
- 5.04. A. **Casual Employees.** A "casual employee" is defined as an employee who is normally scheduled to work an average of thirty-nine (39) hours or less in a pay period throughout the course of her employment and an employee who works on an as needed and as available basis. Casual employees are required to offer minimum availability of two (2) shifts (twenty-four (24) hours if the Casual RN works on a 24/7 unit, and sixteen (16) hours if the Casual RN works on a Procedural unit) per a four (4) week schedule. A minimum of one (1) required shift per the four (4) week schedule must

occur on a weekend off shift. A minimum of one off-shift of availability (8 or 12 hours depending on whether the Casual RN works on a Procedural or 24/7 unit as indicated above) must be submitted per the four (4) week schedule. For purposes of meeting this requirement, hours will be totaled to include all hours worked between 3:00 p.m. and 7:00 a.m. on Friday, Saturday, and Sunday. This weekend off-shift requirement will remain dependent upon specific departmental needs. Casual employees must schedule and work one holiday per calendar year based on the legal holidays recognized by the Employer. Casual employees will not accumulate seniority or fringe benefits while in casual status, unless otherwise expressly provided in this Agreement.

- 5.04. B. Per Diem Employees.** Per diem employees shall include those nurses whose employment shall involve flexible hours and shifts based upon the needs of the Medical Center. Per diem nurses shall be required to work a minimum number of hours based upon their Category 1 or Category 2 status, will be required to work a certain number of weekend, holiday, and off-shifts, and must be able to float to multiple units. Per diem nurses will be paid a premium rate of pay and shall not be eligible for any fringe benefits under this Agreement unless specifically indicated.
- 5.05.** Paid Time Off (PTO), legal holiday, EIB time and “EA time” will be considered as time worked for purposes of Sections 5.02, 5.03 and 5.04.
- 5.06. A.** A "temporary employee" is an employee who is hired by the Employer for a period not to exceed six (6) months and one thousand forty (1,040) hours per year and who is so informed at the time of hire and, furthermore, who is hired to fill a limited or temporary job, to fill a workforce shortage of specific duration, to augment the regular work force during peak periods, to fill a vacancy until a regular employee is hired, to work on a special project or to replace employees absent due to illness, leave or PTO. A temporary employee is not covered by or subject to the terms of this Agreement. Seasonal employees hired by the Employer will be considered temporary employees for purposes of this Agreement. If a temporary employee is hired for a regular position covered by this Agreement while working as a temporary employee, hours worked as a temporary employee will contribute toward seniority and time worked in a temporary status will be credited by the Employer toward fulfillment of the probationary period.
- 5.06. B.** Temporary employees may also be current bargaining unit employees who agree to take a temporary position (e.g., regular part-time to temporary full-time, etc.) and who are so informed it is temporary. If a current employee in any status takes a temporary bargaining unit position, the Medical Center will continue to regard them as bargaining unit employees and Association members (subject to the conditions of Article 8) and they will continue to accrue worked Medical Center seniority hours and benefit

accruals while in temporary status. Upon the conclusion of the temporary assignment, the employee will be returned to their former position, if such position has not been filled. Prior to filling any such position, the current employee will first be given the opportunity to return to their former position. If a temporary employee came into a temporary position from a status as a current employee, then leaves the employment of the Medical Center without returning to their former status, any benefit accruals due that employee will be paid out as if that employee was leaving employment from their previous status. Nothing in this section will prevent the Employer from reemployment of a temporary employee for additional instances of temporary employment within a given calendar year, provided such temporary employee does not exceed the thresholds, unless otherwise mutually agreed with the Association, and their use does not result in a layoff or failure to recall from layoff of a regular employee covered by this Agreement.

- 5.06.**      **C.**      Temporary employees may also be current bargaining unit employees who accept and are assigned to a non-bargaining unit position on a temporary basis. Such non-bargaining unit positions may include any position not covered by this Agreement but must involve a position that encompasses employment by the Medical Center. If a current bargaining unit employee takes any such temporary, non-bargaining unit position, such employee will continue to accrue Medical Center seniority hours and be permitted to utilize any accrued benefit time but will not be covered under this Agreement. Upon the conclusion of the temporary assignment, the nurse will be returned to their former position, if such position has not been filled. If such former position has been filled, the nurse may bid, as an internal candidate, upon any bargaining unit vacancy that may exist. If the nurse was a non-member of the Association at the time of their assumption of the temporary position outside of the bargaining unit, the nurse will be given the option of joining or deciding not to become a member of the Association upon their return to the bargaining unit.
- 5.07.**      The Medical Center may utilize agency nurses as needed. Agency nurses are not part of the bargaining unit, are not represented by the Association, and are not eligible for any benefits provided under this Agreement. If the Medical Center utilizes an agency nurse for a period in excess of six (6) months, the Medical Center will notify the Union at the next Labor Management meeting. Absent mutual agreement between the parties, the Medical Center will not utilize that agency nurse for a period in excess of one (1) year.
- 5.08.**      Nothing in this Agreement will be construed as any limitation upon the Employer's right to employ students on a seasonal basis and to employ interns, externs and others for educational and training purposes in work normally performed by employees covered by this Agreement, and such students, interns, externs and trainees will not be covered by this Agreement. The Medical Center agrees that it



will exercise its rights under this section in accordance with the provisions of Article 29.

#### **ARTICLE 6. Non-Discrimination**

- 6.01.** The Employer and the Association agree that the provisions of this Agreement will be applied to covered employees without regard to race, color, religion, national origin, ancestry, disability, genetic information, sex, age (over 40) or any other status protected by law.
- 6.02.** The provisions of this Agreement also will be applied in compliance with the Americans With Disabilities Act ("ADA") and, in the event of a conflict between the provisions of this Agreement and/or the requirements of the ADA and/or the Employer's obligations thereunder, the provisions of the ADA and the Employer's obligations under the ADA will prevail.
- 6.03.** Any claim of discrimination as mentioned in this article will be decided solely by the agencies and courts having jurisdiction over such claims. Any aggrieved nurse shall have the right to proceed with his/her claim through the grievance procedure but shall not have the right to proceed to arbitration.
- 6.04.** Whenever one gender is used in this Agreement, it will also be deemed to include the other gender.

#### **ARTICLE 7. Association Activity**

- 7.01.**
  - A.** The Medical Center recognizes the option of the Association to appoint and/or designate individuals as Employee Representatives. The Association agrees to furnish the Medical Center with a written list of the employees so designated/ elected every two (2) years or upon the request of the Medical Center and with any change in the list which may be made from time to time.
  - B.** A designee of the Association will be allowed to meet with the new employees in the bargaining unit during the orientation period for up to thirty (30) minutes during break or during an unpaid meal period to discuss the Association's activities and membership. The Medical Center shall provide the president of the Association with the monthly orientation schedule for the classroom portion of the registered nurses' orientation, as well as a list of employees who are eligible for membership in the Association.
- 7.02.** Association Employee Representatives (stewards and local union officers) will comply with all of the same policies, rules, regulations, performance and attendance requirements as any other employee, meaning that, while they will not be intentionally discriminated against, they will have no privileges not shared by other

employees, except as otherwise provided by this Agreement. The Medical Center will have the authority to impose appropriate discipline, including discharge, in the event the Employee Representative is involved in unauthorized action in violation of this Agreement. Notwithstanding any limitations set forth herein on the authority of Association Employee Representatives, they will be considered as agents of the Association. Association Employee Representatives may request reasonable time off without pay to conduct contract matters arising from the grievance activity, not inconsistent with operational requirements and patient care needs as determined by the Medical Center, and such requests will not be unreasonably denied. Such duties will not interfere with the regular performance of their work, and further provided that such duties will be conducted in non-patient, non-work areas, unless required by the needs of the grievance investigation for which the Association will first request the permission of the Director of Human Resources, or designee, and such approval will not be unreasonably denied. Association Employee Representatives will not engage in Association activity on paid work time or in work areas; except that incidental discussions of union-related subjects are not prohibited.

- 7.03.** Upon prior notice to and approval from the Medical Center, an official of the Association (PASNAP Staff or Statewide Officers) will be permitted reasonable access to the Medical Center to ascertain that the provisions of this Agreement are being observed. The Association official must contact the Director, Human Resources, or designee prior to arrival; after the normal working hours of the Human Resources Department, the notice shall be given to the Shift Coordinator, who will contact the Director on-call. The Association will furnish the name of the Association's designated official. Association visits will be subject to reasonable times, Medical Center rules, procedures, and patient needs. The Association designated official will confer with employees in such non-work, non-patient areas, as are specified by the Medical Center for this purpose. Association officials must obtain express prior approval of the Director, Human Resources, or designee to be in any patient or work area.
- 7.04.** No discussions or grievance investigations will be conducted in patient areas or in any manner that will interfere with the work of the employees or the operation of the Medical Center. Association business will not be conducted during work time or in patient areas. No Association meeting will be held on work time or Medical Center property. There will be no distribution of Association literature on work time or in work or patient care areas. Medical Center computers, email and/or other means of communication may not be used for internal Association matters.
- 7.05.** If space is available, the Medical Center will provide the Association with one (1) enclosed bulletin board on each Nursing floor at a mutually-agreed upon location outside of patient care areas for the use of the Association for notices to bargaining unit employees. The following information may be posted on the bulletin board:

- 1) Notices of Association meetings.
- 2) Notices of Association dues.

- 3) Notices of Association recreational, educational, or social events.
- 4) Notices issued pursuant to rules and regulations referenced in section 3.03.
- 5) Union Newsletters

Controversial, inflammatory and/or political information will not be posted at any time.

- 7.06.** Members of the Association attending to business of the Association may be granted up to a bargaining unit total of thirty (30) days of unpaid leave per contract year upon prior approval of the Unit Manager. Requests for such unpaid leave must be made prior to the completion of the unit schedule and will be granted subject to any staffing restrictions. Where requested PTO and requests for Association leave create a conflict, the requested PTO will take precedence. Nurses may, at their option, use PTO/legal holiday time in lieu of unpaid time off.
- 7.07.** Members of the Association may be granted use of a conference room in the Medical Center on a quarterly basis for continuing education programs at no cost to the Association, subject to room availability and approval of program content by the Medical Center. A program agenda and speaker biography will be submitted to the Director of Human Resources or designee with written request for the meeting reservation.

## **ARTICLE 8. Association Security**

- 8.01.** For the purpose of this article, an employee will be considered a member of the Association in good standing if they remit their periodic dues uniformly required of members generally as a condition of membership. Membership in the Association shall be entirely voluntary, and there will be no express or implied coercion of employees into joining the Association.
- 8.02.** It shall be a condition of employment that those in the bargaining unit who are not members of the Association shall pay to the Association an agency fee in lieu of membership dues. The Employer shall, based on individually signed, voluntary, check-off authorization cards, deduct Association agency fees through payroll deduction. The amount of the agency fee to be deducted will be determined by PASNAP- Pennsylvania Association of Staff Nurses and Allied Professionals and shall be communicated to the Employer for the purpose of payroll deduction.
- 8.03.** The Medical Center agrees to deduct the dues payable to the Association from the wages of each nurse who has executed a written payroll deduction authorization. Deductions will be made on a bi-weekly basis. The cumulative amount of the monthly deductions, together with the deduction list (which will list the names of each nurse who has had dues deducted and the dates on which those deductions were made), shall be forwarded electronically in a comma-separated values (CSV) file to the Association President and PASNAP Membership Coordinator monthly.

- 8.04.** The Medical Center shall not be obliged to make dues deductions of any kind from any nurse who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions. If scheduled intermittently, each nurse will still have regular dues deducted as soon as wage payments are available. The Medical Center shall be relieved from making such check-off deductions from a nurse upon their (a) termination of employment, (b) transfer to a job outside of the bargaining unit, or (c) layoff from work.
- 8.05.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of any of the provisions of this article, and the Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from actions taken by the Employer hereunder.
- 8.06.** The Medical Center agrees to furnish the Association electronically in a comma-separated values (CSV) file to the Association President and PASNAP Membership Coordinator, each month with the names of newly-hired nurses, their classification, status (full-time, part-time, casual), their unit assignments and their hire dates. The Medical Center will also provide the names of nurses who terminate, take a leave of absence, or change status (full-time, part-time, casual) on a monthly basis.

#### **ARTICLE 9. Discipline**

- 9.01.** The Medical Center has the right to discipline, suspend, discharge, or terminate any employee for just cause.
- 9.02.** When an employee reasonably believes an interview with management may result in a determination of discipline, the employee may ask for a Union steward. Under such circumstances, the Employer will grant the employee's request. However, participation by the steward will not be permitted to interfere with the Employer's investigation. No other representative of the Union may be involved in this process.
- 9.03.** Any employee discharged for just cause will not be entitled to any further pay or benefits upon termination. Said employee will be paid only for time actually worked through the time of discharge.
- 9.04.** When an employee is notified of the Employer's intention to discharge for just cause, the employee will be afforded twenty-four (24) business hours to seek the advice of counsel to assess their options to:
- 1) accept termination/no rehire,
  - 2) resign in lieu of termination, with no rehire.

If the employee elects either of the two options above, neither the employee nor the Union may file a grievance over the employee's termination/ or resignation in lieu

of termination. If the employee is terminated and does not elect either of the options above, the Union may file a grievance under Article 28.

**ARTICLE 10 Excused Absence (EA) and Cancellation**

- 10.01.** Nurses scheduled to work a full shift and reporting to work on time for that shift will be permitted to work their full shift unless they are canceled pursuant to the language in Section 10.02.
- 10.02.** Nurses will be given notice of cancellation one and one half (1-1/2) hours prior to the start of their shift that they are not needed and should not report to work. No pay will be owed unless the employee accepts benefit time.
- a. The Medical Center will track calls using the One Call system and logs created by staffing clerks and the unit manager.
  - b. Staff must maintain current phone numbers so they can be reached directly by the organization for staffing purposes.
- 10.03.** If the nurse is not notified within one and one half (1-1/2) hours prior to the start of their shift, they will have the option of accepting four (4) hours of EA time or coming to work and working a minimum of four (4) hours with the possibility of working a full shift. If a nurse is not needed, they may utilize PTO or unpaid EA time, to make themselves whole for the canceled shift.
- 10.04.** When it is necessary to cancel a nurse's shift who is currently working, nurses will be given the maximum amount of notice possible before being sent home. If the nurse is not given two (2) hours' notice and is mandated to take EA time, they will be paid two (2) hours of EA time. At the Manager's discretion, the nurse will be allowed to complete any mandatory education, competencies, and fit testing. If a nurse is not needed, they may utilize PTO or unpaid excused absence time.
- 10.05.** When reducing staffing, nurses will be cancelled in the following order:
- 1) Agency, provided the agency contract allows it; and if the agency contract does not allow it, the agency nurse may be pulled to another unit, provided the agency nurse has the skills, qualifications, abilities, and competencies to perform the assignment on the other unit;
  - 2) Nurses working overtime or incentive shifts;
  - 3) Volunteers;
  - 4) Casual and Per Diem;
  - 5) Regular full-time and part-time employees
- 10.06.** Separate lists for Mandatory and Voluntary Excused Absences will be maintained to rotate. These lists will be maintained in each nursing unit and available for nurse inspection upon request. A nurse has one (1) week from time of cancellation to review the list and report discrepancies to their Unit Manager. A "turn" on these lists will be interpreted as four (4) or more hours of canceled time. A nurse may

also go to another floor for an assignment if qualified or “helping hands” for four (4) hours or more, which will also count as their turn.

- 10.07.** EA time (paid or unpaid) will be credited for hours that will be included in the calculation of benefit accrual and service time.

### **ARTICLE 11. Hours of Work**

#### **SECTION 1: General**

- 11.01.** The Medical Center reserves the right to modify or to create new shifts based upon such criteria as workload within the unit, patient needs or census. Prior to doing so, the Medical Center will meet with the Association and staff on the unit before implementing changes. Modified or additional shifts will be staffed through the RN self-scheduling process. If not selected through the self-scheduling process, modified or new shifts will be staffed by rotating them among existing staff by inverse seniority.

For purposes of rotating shifts, a new or modified shift will be considered as being part of the day, evening or night shift based upon the period of time within which the majority of hours falls.

- 11.02.** Employees may, subject to the approval of the Unit Manager, trade scheduled days off with other employees provided the trade is made in accordance with the provisions of this Agreement and does not cause overtime.
- 11.03.** If a nurse calls off on their weekend to work, Management has the right to schedule the nurse on another weekend based on the unit's needs. Any nurse who calls off on the weekend will be required to make up the shift within two subsequent schedules as determined by the Unit Manager, after discussion with the nurse.
- 11.04.** Employees shall not be scheduled for more than five (5) consecutive days and/or forty (40) hours of consecutively scheduled time, unless mutually agreed to between the nurse and their Manager or designee.
- 11.05.** Work schedules for employees will be posted at least two (2) weeks in advance. Once a schedule is posted, the employee must work the scheduled shifts unless they secure coverage for their shifts. It is the employee's responsibility to secure coverage. Schedules will not be changed once posted except by mutual agreement.
- 11.06.** Employees who work a shift of less than five and one-half (5½) hours a day shall receive one (1) paid fifteen (15) minute break. Employees who work shifts between five and one-half (5½) and ten (10) hours a day shall receive one (1) paid fifteen (15) minute break and a thirty (30) minute unpaid meal period. Employees who work a twelve (12) hour shift in a day shall receive two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period. The Medical Center and the Association recognize that there will be instances where patient needs require that

individual employees forego such rest period(s). The repeated failure of nurses on a unit to receive their breaks is contrary to the intent of this section and, where such repeated failures occur, Management and the Association will meet to discuss and implement solutions. The non-use of rest period(s), however, will not otherwise alter the work shift.

Any nurse who, for patient care reasons, is not provided with coverage in order to take their thirty (30) minute unpaid meal period, free of all work duties, will be paid for the meal period at the appropriate hourly rate. Should nurses so desire, the Medical Center will cooperate with securing meals for nurses unable to take a meal period under this section, at the nurses' expense. However, the securing of a meal tray shall not be considered a waiver of the employee's right to a thirty (30) minute unpaid meal period free of all duties, or payment in lieu thereof. Nurses missing their meal period may go home early upon approval of the Unit Manager or designee.

- 11.07.** In the event an employee is unable to report for scheduled work, the employee must notify the Medical Center at least two (2) hours in advance of a day or evening shift and at least three (3) hours in advance of a night shift. To report off, the employee must call the appropriate Supervisor or their designee. The failure to call-off in accordance with this provision may result in the denial of paid-time-off (PTO) and/or appropriate disciplinary action.
- 11.08.** A nurse who has been called in to work outside of said nurse's regular work schedule shall be guaranteed a minimum of four (4) hours of work or pay, unless the nurse agrees otherwise.
- 11.09.** There will be at least ten (10) hours between a nurse's scheduled shifts unless the nurse agrees otherwise.
- 11.10.** Where the past practice of self-scheduling exists, it shall be maintained subject to unit self-scheduling guidelines. Unit self-scheduling guidelines (seniority or some form of mutually agreed rotation) shall be made available to new hires upon assignment to the unit. After all full-time RNs have completed the preliminary schedule, it shall be provided to part-time employees to be completed up to their fractional FTE hours. It shall then be circulated among part-time RNs again, with shifts beyond the RN's FTE assignment to be identified on the schedule by the nurse who is completing their schedule or the scheduling team. Casual employees shall then have the opportunity to schedule where there is a need. The Unit Manager or designee will review the schedule to ensure that the schedule is balanced. If not balanced, the staff will be given the opportunity to revise the schedule to ensure it is balanced. For 24/7 units, the nurses on the unit will choose two (2) RNs to serve as a scheduling committee for the unit. For procedural units, the nurses on the unit will choose one (1) RN to serve as a scheduling coordinator for the unit. Nurses will be compensated for up to two (2) hours of regular pay per four (4) week schedule. If the Unit Manager or designee determines that the schedule thereafter fails to meet

departmental needs, the unit staff will forfeit self-scheduling for that scheduling period and the Unit Manager or designee will complete the schedule as they deem necessary. In order to meet departmental needs, Management will have the ability to move any shift, including the identified extra shift. A shift that meets a contractual requirement cannot be considered as an extra shift, i.e., Friday obligation, every other weekend, call time or make-up weekend.

If the nurse does not identify the extra shift, Management will identify it prior to posting the schedule. Once the schedule is posted, the extra shift will be considered a scheduled shift. If an extra shift is traded with a co-worker, the shift that is picked up will still be considered the extra shift.

Extra shift will be considered a scheduled shift and in the event a nurse is needed in another unit, a nurse can be moved to another unit using the temporary reassignment process in Article 33. Extra shifts will be cancelled first. The extra shift RN can mark for wish time and be in the same rotation for Voluntary EA. Mandatory EA of an extra shift does not count as a turn towards the Mandatory EA rotation list, as outlined in the Excused Absence policy. Mandatory EA of extra shifts may be given in four (4) hour increments.

#### **11.11. Overtime**

- A. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the regular straight hourly rate.
- B. Hours worked for purposes of calculating overtime under Section 11.11.A above shall include worked hours, PTO and legal holidays but shall not include EIB, EA time, paid call hours, and military, jury duty, and bereavement leaves.
- C. Posted schedules will not be changed, without a nurse's consent, for the purpose of avoiding the payment of overtime.
- D. There shall be no pyramiding or duplication of overtime under this Agreement.

### **SECTION 2: 24/7 Units**

- 11.12. **Work Shifts** – Shifts will be considered 7 am to 7 pm and 7 pm to 7 am for scheduling. This does not include casual staff; they fill in on the schedule as needed and are not guaranteed hours. Casual employees shall provide their availability to the Medical Center if there is a need, i.e., call off, increases in the census, etc. Any future posted shifts will be posted as either day or night shift based on department needs. Any staff member can trade or find coverage for their selected shift for any scheduled shift. Staff members can choose to work any open shifts to reduce staffing shortages, with Management approval. For existing staff members working a complement of eight (8) hour shifts, and twelve (12) hours shifts combined, those



current employees will not be affected by the above language. For additionally created shifts, please refer to Section 11.01 above.

- 11.13.** In regard to a permanent day or night shift posting, if a nurse leaves the department, and a permanent shift becomes available the vacant shift will be awarded to the most senior staff member who bids for it. The nurse moving to a new shift within the same unit will be moved to that shift as soon as feasible, but not to exceed 60 days as per Article 25.05.C.
- 11.14.** If a nurse successfully bids into a position in another department, they must accept and work the shift they successfully bid into. The nurse may only change shifts after another nurse on another shift has left the new department and a vacancy on that shift occurs as a result. Based on seniority, they will then be eligible to change their shift.
- 11.15.** Full-time and part-time nurses working in a department that regularly assigns staff to work twenty-four (24) hours per day, seven (7) days per week will normally be scheduled at least every other weekend off. The granting of at least every other weekend off will require that nurses schedule themselves two (2) Fridays per four (4) week schedule, one (1) Friday of which must be an off shift, except those nurses with a steady daylight assignment. Additional Fridays beyond two (2) per four (4) week schedule will not be scheduled without a nurse's consent. When necessary, an additional weekend shift may be scheduled to provide adequate coverage, but such an assignment will be made only upon the nurse's consent.
- 11.16.** There will be four (4) grace days, for time missed on a weekend. For purposes of Article 11.16, a weekend is defined as the time period from 11:00 p.m. Friday afternoon through 7:00 a.m. Monday morning. Any nurse who calls off more than four (4) weekend shifts per calendar year shall be scheduled for another shift of weekend work, if warranted, within the next two (2) subsequent schedules of the call off, as determined by the supervisor after discussion with the nurse. Any nurse called in to work on their scheduled weekend off may credit such day of weekend work under this provision. This provision will be interpreted consistent with the requirements of the Family and Medical Leave Act.
- 11.17.** For the purpose of shift differential, a “weekend shift” under this article shall be defined as those shifts beginning at or after 7:00 a.m. Saturday and ending at or before 7:00 a.m. on Monday.

### **SECTION 3: Procedural Departments (not 24/7 Departments)**

- 11.18.** The following will be considered as procedural or non 24/7 departments: Surgical Home, OR, ACU, PACU, Endo, Cath Lab, Cardiology, DIS, Cardiac Rehabilitation, Infusion Therapy, IV Team, Professional Development, Diabetes Education, Wound Care, Pain Clinic, Coumadin Clinic, and Case Management.

- 11.19.     Work Shifts** – Shifts will typically be scheduled in eight (8) hour, ten (10) hour, or twelve (12) hour increments depending on department needs. All staff in these departments (full time, part time, and casual) will follow these shift guidelines.

#### **SECTION 4: Certified Registered Nurse Anesthetists (CRNA)**

**11.20.     A.     Full-time CRNAs**

- a. A forty (40) hour workweek with call, consisting of one (1) twenty-four (24) hour call day, plus two (2) eight (8) hour days per existing schedule rotation. If a no-call week exists, staff will be scheduled for two (2) eight (8) hour and two (2) twelve (12) hour shifts or five (5) eight (8) hour shifts to meet department needs.
- b. A forty (40) hour workweek without call. The scheduling pattern will consist of either two (2) eight (8) and two (2) twelve (12) hour or five (5) eight (8) hour days based on department needs.
- c. Seventy-two (72) hour option - CRNAs will be three (3) twelve (12) hour shifts.

Those CRNAs who currently work the one (1) twenty-four (24) plus two eights (8) rotation will continue to do so for the duration of this Agreement unless modifications are mutually agreed to by the Medical Center and the Association. Newly hired/awarded full-time CRNAs will be scheduled to meet department needs. There is no guarantee of a scheduling pattern unless posted.

**Scheduling: Forty (40) hour workweek - CRNAs:**

- a. The existing schedule call rotation will be used where call is not scheduled greater than one (1) time per week ("week" being defined as beginning with Sunday call and ending with Saturday call):
- b. Call rotation will be as follows: Sunday, Thursday, Friday, Monday, Wednesday, Saturday, Tuesday
- c. Any CRNA working a twenty-four (24) hour in-house call will not be scheduled to work during the twenty-four (24) consecutive hours following the end of the call shift.
- d. The existing rotation/workweek may be modified by mutual agreement of the Association and the Medical Center. The Medical Center and the Association agree to meet and discuss any changes. Such changes shall not be arbitrary or capricious but will be based on improving operational efficiencies.
- e. No CRNA will be scheduled call greater than one (1) time per week unless mutually agreeable.
- f. When vacant call days are available, they will be assigned to CRNAs in a fair and equitable fashion.
  - Full-time staff not on the rotation, part-time staff, and casual staff (if mutually agreed upon) may be

scheduled to cover the entire call shift or a portion of the call shift, which may consist of 3 to 11 p.m.; 11 p.m. to 7 a.m.; or 7 p.m. to 7 a.m. or 7 a.m. to 7 p.m. Full-time not on the rotation, part-time and casual staff will be scheduled prior to offering overtime. Volunteers will be first sought to cover the entire 24-hour shift. If no volunteers are obtained, then staff will be scheduled as indicated above.

- Where extra shifts and vacant call days remain available and more than one (1) CRNA is interested in working the same extra shifts or day, a fair and equitable system will be created to allow every CRNA an equal turn at working the extra shifts. All Medical Center CRNAs will be provided opportunities to work prior to contracting out CRNAs.

**Scheduling: Full-time, Seventy-two (72) Hour Option ~ CRNAs**

Scheduled according to relevant seventy-two (72) hour option language.

**B. Part-time and Casual CRNAs**

- a. Part-time and casual CRNAs can be scheduled eight (8) and/or twelve (12) hour shifts based on department needs. Full-time, part-time, and casual eight (8) hour shifts are not limited to daylight shifts. Casual CRNAs will not be scheduled to work any shift where they are the sole CRNA provider unless mutually agreed upon.
- b. Casual CRNAs must commit to working the equivalents of six (6), eight (8) hour shifts in a six (6) month period. A twenty-four (24) hour shift would be the equivalent of three (3) eight (8) hour shifts

**C.** Any CRNA working a twenty-four (24) hour in-house call will not be scheduled to work during the twenty-four (24) consecutive hours following the end of the call shift.

**D.** The schedule will be completed by the CRNAs or their designee a minimum of four (4) weeks prior to the schedule being posted and returned to the manager or designee for approval. If the CRNAs or designee do not provide a balanced schedule, the manager will return the schedule to the CRNAs or designee to provide resolution. If the CRNAs or designee cannot provide a balanced schedule, the manager will balance the schedule. Schedules will be four (4) weeks in length.

**SECTION 5: On-Call**

**11.21.** The following provisions will apply to nurses who are working in on-call status:

- A. Nurses who are on call and who are called out will be paid at the rate of one and one-half (1½) their regular hourly rate, with a two (2) hour minimum.
- B. Existing call response times will be maintained, including the current one (1) hour response time to call-ins for OB.
- C. Nurses who are scheduled for on-call between the hours of 1:00 a.m. and 5:00 a.m. must either schedule themselves off for the next day or, when feasible, schedule themselves to a shift that starts 9:00 a.m. or later. When scheduling for a 9:00 a.m. or later shift, if an RN is called in to work between the hours of 1:00 a.m. and 5:00 a.m., the Medical Center agrees that the RN may take at least ten (10) hours off between the time they leave call to when they are required to report back to work.
- D. Nurses scheduled to take on-call who report off for their scheduled on-call shift will be required to pick up an additional on-call shift on their next schedule and will accrue points per the Attendance Policy. Nurses covering for staff who call off from their scheduled on-call shift will have that coverage credited to them on their next schedule. If a nurse calls off on a Friday, Saturday or Sunday, they will replace call on the same day(s) for the next schedule.
- E. Care Managers rotate who will work the summer holidays (Memorial Day, Independence Day, and Labor Day), and the Care Manager scheduled to work will work their eight (8) hour shift on the holiday.

For the winter holidays (Thanksgiving Day, Christmas Day, and New Year's Day), Care Managers rotate who will work the holiday, and the Care Manager scheduled to work will only be scheduled to work four (4) hours on the holiday. Care Managers working the winter holidays may elect to work their full eight (8) hour shift, or they will be placed on call for the remainder of their shift, and they will be paid the on-call rate set forth in Article 11 for the time spent while in on-call status. If a Care Manager is called in after the four (4) hours that they are scheduled to work on the holiday, the Care Manager will be paid at the rate of time and one half their base hourly wage rate for all hours worked during the call-in. If the Care Manager is not called in, they can use four (4) hours of holiday or PTO time for the remaining balance of their shift.

- F. Nurses who stay more than sixty (60) minutes past the end of their scheduled shift and who are scheduled to be on call or on short call after their shift ends will be paid at the rate of time and one half their base hourly wage rate for all hours worked after the end of their scheduled shift.

**11.22.** The following provisions will be applicable to the referenced departments:

- A.** In OR, Anesthesia, PACU, GI Lab, ACU, and Cath Lab, if a second team is called in, there will be a Seventy-Five Dollar (\$75.00) call-in bonus, and nurses called in will be paid at time and one-half (1½) their regular hourly rate of pay and be guaranteed a two (2) hour minimum.
- B.** In the OR, PACU, GI Lab, ACU, and Cath Lab, nurses who are called out three (3) or more times in a twenty-four (24) hour period will be paid a Seventy-Five Dollar (\$75.00) bonus. This twenty-four (24) hour period shall begin at 7:00 a.m. and conclude at 7:00 a.m. the following day.

**11.23** In addition to the provisions contained in the “Prohibition of Excessive Overtime in Health Care Act,” the following shall apply to mandatory overtime

- (a) Mandatory overtime shall only be assigned after the Medical Center has attempted all alternative methods of staffing and not as a method of routinely staffing the department. These alternative methods shall include: calling nurses who are not scheduled to work; asking for volunteers to stay/come in early; trading of scheduled days; on units where nurses take call, placing nurses in “on call” status; temporarily reassigning nurses; and redistribution of the workload. Mandatory overtime shall be rotated in inverse order of seniority among nurses in the department where it is needed.
- (b) Every nurse shall have the right to postpone the assignment of mandatory overtime two (2) times per calendar year. If all scheduled nurses on a unit exercise their right to postpone the assignment, the assignment will be given to the nurse who is next in the rotation sequence. In the PACU Department, the current scheduling pattern of a call, short call, and asterisk shift will be maintained for the duration of the Agreement.
- (c) Nurses will not be mandated to work more than sixteen (16) consecutive hours. Exceptions will include nurses scheduled to work the night shift who will not be mandated to work more than an additional four (4) hours without their consent, and CRNAs working the twenty-four (24) hour call shift who will not be mandated to work more than an additional two (2) hours at the end of their call shift without their consent. Nurses will not be mandated to work more than four (4) times during any six (6) month period.
- (d) A nurse who has worked mandatory overtime shall not be required to return to the Medical Center to work for at least ten (10) hours following the end of said shift, unless the nurse agrees otherwise.

- (e) Nurses who are required to work mandatory overtime shall be paid at time and one-half (1 ½) their regular hourly rate of pay, plus a fifty-dollar (\$50.00) incentive for the shift the nurse is mandated for.

## **ARTICLE 12. Wages**

- 12.01.** Registered Nurses covered by this Agreement will receive across-the-board wage increases based on their years of experience as set forth in the wage schedule in Appendix A:

March 2, 2025	4.75%
March 1, 2026	4.00%
February 28, 2027	4.00%

**Exempt RNs.** RNs on the exempt pay scale in Appendix A will be placed on the pay scale at the appropriate step, given their years of experience.

**Permanent Float RNs.** Permanent Float RNs will receive a \$7.00 differential above the Step 10 rate on the Registered Nurse pay scale.

**CRNAs.** CRNAs will receive the following increases as reflected in the wage schedule:

March 2, 2025	30.00%	(\$130.00 per hour)
March 1, 2026	4.00%	(\$135.20 per hour)
February 28, 2027	4.00%	(\$140.61 per hour)

- 12.02.** Casual CRNAs will receive a \$10.00 differential above the full-time CRNA rate. Step increases are not applicable to CRNAs. CRNAs and exempt RNs will receive life insurance benefits consistent with exempt Medical Center employees. Twenty-four (24) hour call time worked by CRNAs will be paid at straight time.
- 12.03.** Should the Medical Center hire experienced nurses, they will be placed at steps equivalent to their years of experience as registered nurses. When establishing the appropriate placement on the wage scale for new hires and employees who are rehired more than six (6) months after a break in seniority, the Medical Center will give one hundred percent (100%) credit for each year of previous experience in the same and/or a substantially equivalent position to the position for which the new employee is hired or rehired. LPNs and techs from the Medical Center who subsequently move into an RN position will be placed on the nurse wage scale at a step above their current rate of pay.
- 12.04.** Nurses will be paid shift differentials of Seventy-Five Cents (\$.75) per hour for the 3:00 -11:00 p.m. and One Dollar (\$1.00) for 7:00 p.m. – 7:00 a.m. and Fifty Cents (\$.50) per hour for weekend shifts as defined in 11.17.

- 12.05.** Nurses assigned to call will be paid at the rate of Three Dollars and Fifty Cents (\$3.50) per hour while in on-call status.
- 12.06.** Nurses assigned permanent charge nurse positions will be paid an additional Two Dollars and Seventy-Five Cents (\$2.75) per hour as part of their regular base wage rate in recognition of the additional duties and responsibilities inherent in this position. Nurses assigned ad hoc as temporary charge will be paid an additional Two Dollars and Seventy-Five Cents (\$2.75) per hour for all hours worked as a charge nurse.
- 12.07.** Should the Medical Center, in its discretion, distribute a “gainsharing” type of bonus based upon the Medical Center’s economic performance or a unit-specific bonus based upon such performance criteria as patient satisfaction surveys, such bonuses will similarly be granted to corresponding bargaining unit employees covered under this Agreement utilizing the same formula.

### **ARTICLE 13. Continuing Education**

- 13.01.** The Medical Center shall reimburse bargaining unit employees at the same level as non-bargaining unit employees, but no less than \$3,000 per year (Medical Center’s fiscal year) for full-time nurses and \$1,500 per year for part-time nurses for undergraduate credits, and \$4,000 per year (Medical Center’s fiscal year) for full-time nurses and \$2,000 per year for part-time nurses for graduate credits. This program does not cover registration and lab fees, textbooks, supplies, transportation expenses or any other incidental expenses.
- 13.02.** Reimbursement will be given for one degree at each level, *i.e.*, one Bachelor’s degree, one Master’s degree, etc. The course of study selected must be offered by an accredited college, university, technical, or trade school and must be such that it prepares the nurse for positions currently existing at Indiana Regional Medical Center.
- 13.03.** Should a full-time or regular part-time nurse either pass an exam or obtain a professional nursing-related certification, or become recertified either through examination or CEU credits, upon submission of proof of certification or recertification, the Medical Center will reimburse each nurse up to three hundred dollars (\$300.00) at the time of certification/recertification for the eligible expenses, limited to exam fees, exam review course, and recertification fees. This payment will be credited against the nurse’s annual tuition reimbursement amount, and only one (1) certification per nurse will be recognized for payment under this section.
- 13.04.** Employees who are eligible and wish to utilize this benefit must complete an Application for Tuition Reimbursement Form. This form must be completed and forwarded to their department manager/supervisor for approval. A bill from the institution the nurse is attending should be attached to the form. If approved, the

department manager/supervisor will forward the form to Human Resources for final approval. If denied, the department manager/supervisor will return the form to the nurse.

- 13.05.** Upon completion of the selected course(s), the nurse must submit to the Director of Human Resources or designee proof of completion, including grades received for selected course(s). This must be submitted to Human Resources within seven (7) days of when the nurse received their grades. Reimbursement will be given for courses completed with a grade of “C” or above, a “P” (pass/fail course only), or a certificate of completion (course where no grade is given).
- 13.06.** The employee’s reimbursement level will be based on their status at the date they complete their course and submit their grades for reimbursement.
- 13.07.** Nurses will be afforded the opportunity to obtain or maintain appropriate required certifications as per current Medical Center practices, which shall be maintained for the term of this Agreement. Information regarding courses will be made available on the Intranet, emails, and other methods.
- 13.08.** The Medical Center will continue to provide “Current Review membership to all full-time and regular part-time CRNAs. Current Review membership for casual CRNAs shall be charged at the group rate, so long as such group rate is made available to the Medical Center. The Medical Center will pay annual AANA dues for CRNAs based upon the following schedule:
- a) Full-time = 100%
  - b) Part-time = 50%
  - c) Casual = 0%

The Medical Center will continue its education policy as it has been applied to CRNAs, including up to five (5) days of training, subject to Medical Center budgetary restrictions.

- 13.09.** The Medical Center will provide a software program through which nurses may obtain CEU credits at no charge to the nurse.

#### **ARTICLE 14. Uniforms**

- 14.01.** The Employer will coordinate group discounts on uniforms through vendors mutually selected by the Employer and the Association.



## **ARTICLE 15. Leaves of Absence**

- 15.01. Family and Medical Leave Act.** The provisions of the Family and Medical Leave Act of 1993, as amended, shall apply to members of the bargaining unit; provided, where provisions of this Agreement exceed those provided by the statute, this Agreement shall take precedence. The Medical Center's policy related to the Family and Medical Leave Act will apply to all bargaining unit employees in all other respects.
- 15.01. A.** In order to be eligible for family medical leave, an employee must have been employed by the Medical Center for twelve (12) months and have worked 1,250 hours in the last twelve (12) months and meet the eligibility requirements defined in the policy and the statute. The period of job protection is limited to the greater of twelve (12) weeks or the amount of PTO and EIB up to a maximum of six (6) months.
- 15.01. B.** The employee must provide certification of a qualifying illness or injury, including date the illness commenced, its expected duration, and appropriate medical facts, prior to leave commencing, except in those instances where prior certification would not be possible. All benefits during family medical leave will continue to be paid for up to twelve (12) weeks or the length of the employee's PTO and EIB, but the employee is responsible for continuing payment for any dependent coverage.
- 15.01. C.** The use of PTO and EIB for FMLA leaves is as set forth in the Medical Center's FMLA policy.
- 15.01. D.** Family medical leave may be utilized on an intermittent basis up to a total of twelve (12) weeks within the rolling year of calculation. The employee should contact the Department Manager/Supervisor seven (7) days prior to availability to return to work, if possible. The employee must also provide a doctor's release to return to work.
- 15.02. Personal Leaves of Absence.** Nurses may request and be granted non-paid personal leaves of absence consistent with the Medical Center's Personal Leaves of Absence Policy. It is understood that requests for personal leave under this Policy for Association work or educational improvement are appropriate reasons for personal leave.

## **ARTICLE 16. Military Leave**

- 16.01.** A nurse is eligible for military leave upon hire if the nurse is a member of the National Guard or any active reserve component of the United States Armed Forces who is engaged in active service or field training or as otherwise provided

by law. The terms and conditions of a Military leave are set forth in Medical Center's Military Leave policy.

### **ARTICLE 17. Legal Holidays**

- 17.01.** The Medical Center recognizes the following six (6) paid holidays for full-time nurses:

<i>New Year's Day</i>	<i>Memorial Day</i>	<i>Independence Day</i>
<i>Labor Day</i>	<i>Thanksgiving Day</i>	<i>Christmas Day</i>

- 17.02.** In their first year of employment, part-time nurses earn legal holidays as follows

If hired between January 1 – March 31	4 holidays
If hired between April 1 – June 30	3 holidays
If hired between July 1 – September 30	2 holidays
If hired between October 1 – December 31	1 holiday

After one year of employment, part-time nurses earn four (4) eight (8) hour legal holidays per year. Part-time nurses can request, by way of the self-scheduling process, use of their holiday at any point following the date of the holiday, with approval of their unit manager.

Part-time nurses with a fractional employee status of 0.7 and/or 0.8 as of January 1 and who maintain a fractional status of 0.7 and/or 0.8 through September 30 will receive an additional eight (8) hours of holiday. These eight (8) additional hours will be added October 1.

While the Medical Center will endeavor not to pull or temporarily reassign a nurse working a holiday, nurses working the holiday may be pulled or temporarily reassigned. If a nurse is pulled or temporarily reassigned on a holiday, the nurse will be paid a holiday pull differential of five dollars (\$5.00) per hour for the time that they are on the other unit, regardless of whether they take full patient assignment. The holiday pull differential is not in addition to the pull differential in Section 33.10 of the Agreement (*i.e.*, a nurse pulled on a holiday will receive only the five dollars (\$5.00) holiday pull differential).

- 17.03.** Legal holidays are not considered earned until the day of the Holiday and may not be used in advance of the Holiday unless written approval is granted by the unit manager.

Earned, unused legal holidays can be carried over up to two (2) times the nurse's annual holiday benefit. Such time will stay in the nurse's holiday benefit time and cannot be converted to PTO time. If the employee resigns from the Medical Center and gives proper notice, they shall be paid all earned, unused legal holiday time.

- 17.04.** For holiday premium pay, the holiday shall be observed beginning at 11:00 p.m. on the eve of the holiday and ending at 11:00 p.m. on the day of the holiday.
- 17.05.** If a legal holiday falls on a Saturday, Friday will be the designated holiday for employees not on a twenty-four (24) hour schedule. When it falls on a Sunday, Monday will be the designated holiday for employees not on a twenty-four (24) hour schedule.
- 17.06. A.** If a nurse is required to work on one of the holidays listed in Section 17.01, they shall be paid one and one-half (1½) times their straight time hourly rate of pay, including shift differential if applicable, for all hours worked on the holiday. If a full-time nurse is required to work a holiday as above elects to forego the day off with pay as provided in Section 17.07, the nurse will be paid an additional eight (8) hours pay at their straight time hourly rate of pay, including shift differential, if applicable. This section will also apply to part-time nurses, but only for their specific holiday accrual. Nurses will be paid two (2) times their straight time hourly rate of pay for working on a holiday when that work would be overtime or if called-in to work on the holiday.
- B.** Nurses shall be required to work up to three (3) holidays per year and will alternate working the Christmas and New Year's holidays during the same holiday season. A nurse may not escape their obligation to alternate working the Christmas and New Year's holidays by working three (3) holidays earlier in the year.
- 17.06. C.** **Holiday Scheduling** - Each nurse, by unit, will be assigned a Holiday Group A or B to cover holiday rotations. The nurses on each unit will work the holidays for their Group. The most senior nurse will select which group to be on to start the original group rotation; then the next most senior nurse will select; and so on, until the seniority list is exhausted. When a new nurse joins the unit due to another nurse leaving the unit, the new nurse will fill the Group slot that the departing nurse held. When a new nurse joins the unit not due to the departure of another nurse, the new nurse will either (1) join the Group that has fewer nurses than the other Group; or (2) if the number of nurses on both Groups is equal, choose which Group to join. Each year, the holidays for each Group will rotate as set forth in the table below. Except for Christmas and New Year's as reflected in the table below, the holiday shift for a day shift nurse shall start at 7:00 am the of the holiday and shall end at 7:00 pm the evening of the holiday. The holiday shift for a night shift nurse shall start at 7:00 pm the evening prior to the holiday and shall run through 7:00 am on the day of the holiday. A day shift nurse scheduled to work a holiday will be scheduled off either the day before the holiday or the day after the holiday. A night shift nurse scheduled to work a holiday will be scheduled off the day after the holiday. The holiday groupings will be:

<b>Holiday Group A</b>	<b>Holiday Group B</b>
Christmas Day (odd calendar year)	New Year's Day (even calendar year)
New Years Eve (odd calendar year)	Christmas Eve (even calendar year)
2 additional holidays at the employee's choice	2 additional holidays at the employee's choice

If a nurse calls off on a scheduled holiday or their scheduled shift the day before or after the holiday, they will not receive holiday pay for the holiday.

- 17.06. D.** For holiday premium pay, the holiday shall be observed beginning at 11:00 p.m. on the eve of the holiday and ending at 11 p.m. on the day of the holiday. While the 3:00 p.m. – 11:00 p.m. shift on December 24 will be paid at the holiday premium rate, such shift will not be considered as part of the Christmas holiday. The 3:00 p.m. – 11:00 p.m. shift on December 31 will be paid at the holiday premium rate. Such shift will not be considered as part of the New Year's holiday.
- 17.06. E.** Employees may switch their Christmas Day, Christmas Eve, New Year's Day, New Year's Eve, and any other required legal holidays with management approval.
- 17.07.** To qualify for a full additional day off (8 hours), a full-time employee must work the full shift on the holiday. If an employee is unable to complete their shift due to illness or personal reasons, they will be eligible for the additional day off on a pro-rated basis equivalent to the hours they worked on the holiday. Requests to leave early must be authorized by the supervisor or their designee.
- 17.08.** Nurses using holiday time and who are normally scheduled for shifts exceeding eight (8) hours can request the use of PTO or earned, unused legal holiday time to make up hours which normally would have been worked.
- 17.09.** For scheduling purposes, holidays for CRNAs shall include:

<i>New Year's Eve</i>	<i>Christmas Eve</i>	<i>Thanksgiving Day</i>
<i>New Year's Day</i>	<i>Christmas Day</i>	<i>Easter</i>
<i>Independence Day</i>	<i>Memorial Day</i>	<i>Labor Day</i>

All holidays will be scheduled as twenty-four (24) hours in length, including seventy- two (72) hour option CRNAs.

- 17.10.** Probationary full-time and regular part-time nurses are eligible to use earned legal holidays that occur during the course of their probationary period.

### **ARTICLE 18. Paid Time Off**

- 18.01. A.** Full-time nurses accrue Paid Time Off (“PTO”) as follows:
- Level 1:** One hundred twenty-eight (128) hours (16 days) after 2080 hours paid  
**Level 2:** One hundred seventy-six (176) hours (22 days) after 10,400 hours paid  
**Level 3:** One hundred ninety-two (192) hours (24 days) after 20,800 hours paid  
**Level 4:** Two hundred and eight (208) hours (26 days) after 31,200 hours paid  
**Level 5:** Two hundred forty (240) hours (30 days) after 41,600 hours paid.  
Part-time nurses accrue prorated PTO hours based on hours paid.
- 18.01. B.** Exempt nurses begin to accrue PTO at Level 2 (22 days), move to Level 3 (24 days) after 20,800 hours paid, move to Level 4 (26 days) after 31,200 hours paid, and move to Level 5 (28 days) after 41,600 hours paid.
- CRNAs begin to accrue PTO at Level 3 (24 days), move to Level 4 (26 days) after 31,200 hours paid, and move to Level 5 (28 days) after 41,600 hours paid.
- 18.01. C.** PTO accruals can be carried over to a total of two times the nurse’s annual accrual.
- 18.02.** PTO begins to accrue effective with the nurse’s date of hire and is based upon actual hours paid. PTO accruals are not earned during any period of unpaid leave of absence. New hires, including those still within their probationary period, are eligible to use PTO upon completion of three (3) months of employment. PTO may not be taken until it has been earned. If the nurse does not have sufficient paid time available, he/she will be expected to work except when the nurse does not have enough PTO time available for his/her approved week(s) of PTO due to having taken EA PTO during the calendar year. In those situations, he/she may take unpaid PTO hours up to the number of PTO EA hours he/she took during the calendar year. The nurse will not be required to use legal holiday time in this scenario.
- 18.03.** It is the responsibility of the nurse to be aware of the benefit time that they have available. Benefit time can be reviewed on the nurse’s online pay statement.
- 18.04.** Employees utilizing approved PTO may take PTO in four (4), eight (8), or twelve (12) hour increments according to their FTE status.
- 18.05.** Nurse PTO selection will be scheduled by seniority pick for one (1) week for the first round of selection until all bargaining unit members on the unit have had an

opportunity to schedule one (1) week. After this first round, the remaining PTO time available will be scheduled by seniority. There will be one (1) PTO selection list for all bargaining unit employees in each department.

- 18.06.** Nurses must complete their PTO selections by March 1 of each calendar year. During this selection period, nurses are limited to schedule no greater amount of PTO than they are scheduled to earn that year. Selections will be for the period March 1 through February 28/29 of the following year. PTO selections requested after March 1 will be on a first come-first served basis. Where PTO requests are made through the self-scheduling process on the proposed schedule, such requests will be considered made on the same date. In the event all PTO requests made on the same date cannot be accommodated, seniority shall be the determining factor.
- 18.07.** Approval or denial of PTO time will ultimately be the responsibility of the unit manager or designee and based upon the staffing needs of the unit. The unit manager's signature and date on the individual unit's master PTO schedule will constitute approval of PTO requested on the schedule. A copy of the approved PTO schedule will be available on the unit. Unless a nurse is scheduling PTO utilizing the self-scheduling process, nurses requesting PTO beyond the master PTO schedule should submit a request for time off using the process designated by their department. These requests will be approved or denied within one (1) week of the request. Once approved, they will be entered onto the master PTO schedule. Nurses will be notified via email in the event that additional PTO time becomes available due to termination, retirement, or resignation of a nurse.
- 18.08.** Nurses on a unit or who work on a 24/7 unit may not schedule more than two (2) weeks of PTO during the summer months (June, July, and August) unless all other nurses on that unit have also had the opportunity to schedule two (2) weeks of PTO during the summer months. Nurses working in departments that operate on a twenty-four (24) hour per day/seven (7) day per week basis may not schedule PTO time during the weeks of Christmas and New Year's.
- For Christmas 2025, this includes the period of 12/21/2025 through 1/3/2026
  - For Christmas 2026, this includes the period of 12/20/2026 through 1/2/2027
  - For Christmas 2027, this includes the period of 12/19/27 through 1/1/2028
- Nurses will not be required to schedule weekend shifts either before or after their PTO selections; however, nurses will be required to work fifty percent (50%) of the weekends during the scheduling month in which their PTO occurs in order to maintain established staffing patterns. In order to have the weekend prior to and following the PTO request, the nurse must find their own weekend coverage. If staffing patterns can be met through the scheduling of other employees, the fifty percent (50%) weekend obligation of the nurse taking PTO may not be required. Where sufficient scheduling permits excusing this obligation for certain nurses on a unit, seniority shall prevail. Nurses with twenty (20) or more years of service with the Medical Center will be guaranteed the weekends off before and after one

- (1) PTO week of their choice during each PTO year without the obligation to schedule an alternative weekend or trade weekends with another nurse.
- 18.09.** A nurse who qualifies for bereavement leave during scheduled PTO may have bereavement leave substituted for PTO time up to the limits as set forth in Article 20. Should a paid holiday under Article 17 fall during a nurse's scheduled PTO, the nurse will have the option of taking the day as the holiday or as PTO.
- 18.10.** Nurses who terminate during their first six months of employment, resign without the required notice, or who fail to work throughout the notice period will not be entitled to be paid for any accrued time upon their separation from employment. A nurse with a minimum of six months of service, who resigns with proper notice and who works throughout the notice period will be paid for all unused accrued PTO.
- 18.11.** Full-time and part-time employees with a minimum of one year of service may cash out up to forty (40) hours of earned PTO per fiscal year (July-June). Cash out can be requested each July. The nurse may not cash out PTO that takes their PTO accrual balance below forty (40) hours. One (1) PTO day may be used as an emergency day each calendar year without incurring a point under the Attendance policy.
- 18.12** Donation of PTO. The intent of PTO donation under this section is to allow an employee to donate their PTO to another employee who has a legitimate personal or medical need for time off. Employees may donate PTO in increments of one hour up to a maximum of 80 hours per year to other employees. Donated PTO will be paid at the base rate of the employee receiving the donation. Employees in need of PTO donations must have exhausted all PTO or will exhaust all PTO during a leave prior to requesting a donation. Requests for donations must be made to the Director of Human Resources. Employees shall not receive donations in excess of their annual accrual based on length of service. PTO donations must be approved by the Director, Human Resources, but such approval shall not be unreasonably denied.

### **ARTICLE 19. Extended Illness Bank**

- 19.01.** Extended Illness Bank (EIB) is a benefit provided by the Medical Center which enables an employee to be paid for a non-work-related absence due to personal illness or accident. Full time and part time nurses accrue EIB from date of hire on the basis of actual hours paid. Full time and part time nurses will be eligible to accrue a maximum of thirty-two (32) hours per fiscal year. After three (3) months, full-time and part-time employees become eligible to use accrued EIB time. For an injury or illness due to hospitalization (exclusive of Emergency Room visits), incapacity due to pregnancy or pregnancy complications, radiation, chemotherapy, dialysis or outpatient surgery, for a covered employee, the covered employee may access EIB benefits immediately. For an injury or illness due other than the above examples, the covered employee must utilize up to twenty-four (24) hours of PTO and then utilize available Extended Illness Bank (EIB) benefits. Employees may not use EIB time for

intermittent leaves. If an employee is absent from work for more than seven (7) continuous workdays, they shall be credited for any PTO utilized for those days and equal time shall be removed from their EIB bank, provided that the employee initiates this request within five (5) days of their return to work, has applied for FMLA, and has sufficient time in their EIB bank.

An employee who is ill for five (5) consecutive scheduled days must apply for and be placed on an FMLA as the sixth (6) day off ill.

- 19.02.** Nurses whose EIB time will exceed six (6) months may elect to use any accrued paid EIB in lieu of long-term disability for up to a period of one (1) year. During this period, IRMC retains the right to obtain independent confirmation of EIB time eligibility/medical certification. Failure to cooperate with independent confirmation will forfeit an employee's ability to utilize EIB beyond a six (6) month period.

- 19.03.** Nurses who have completed 6,240 hours of service and those who resign with the notice period and work through the notice period as set forth in Section 36.02 will be reimbursed at the rate of Twenty Dollars (\$20.00) per every eight (8) hours of accumulated EIB time, up to a maximum of Four Thousand Dollars (\$4,000.00).

Nurses who have completed 31,200 hours of service and those who resign with the notice period and work through the notice period as set forth in Section 36.02 will be reimbursed at the rate of Thirty Dollars (\$30.00) per every eight (8) hours of accumulated EIB time, up to a maximum of Six Thousand Dollars (\$6,000.00).

Nurses who are discharged by the Medical Center, who resign without proper notice or fail to work through the notice period as set forth in Section 36.02 are not entitled to the payment of any accumulated EIB time.

- 19.04.** Regular full-time or regular part-time nurses who move to casual status will have any accrued, unused EIB time frozen, pending return to regular status. If the nurse does not return to regular status and leaves the employment of the Medical Center, the nurse must then comply with the requirements of Section 19.03 in order to be reimbursed for unused EIB.

## **ARTICLE 20. Bereavement Leave**

- 20.01.** In the event of the death of an immediate family member of a full-time nurse, said nurse will be granted the next three (3) scheduled working days off with pay. Immediate family members are considered to be spouse; mother; father; brother; sister; son; daughter; grandchild; father-in-law; mother-in-law; brother-in-law; sister-in law; stepfather; stepmother; stepsister; stepbrother; stepchild; and a relative living within the household.

- 20.02.** In the event of the death of an immediate family member of a part-time nurse, said nurse will be granted one (1) scheduled workday off with pay. Full-time and part-time nurses will be granted one (1) scheduled workday off with pay in the event of



the death of a nurse's and spouse's extended family. Extended family shall include grandparents. The one (1) scheduled workday off with pay under the paragraph must be taken within five (5) days of the death of the family member, absent extenuating circumstances.

- 20.03.** In the event of the death of an immediate or extended family member of a casual or per diem nurse, said nurse will be granted one (1) scheduled workday off without pay. The one (1) scheduled workday off without pay under this paragraph shall not count as an occurrence under the Medical Center's absentee policy and must be taken within five (5) days of the death of the family member, absent extenuating circumstances.
- 20.04.** Part-time and casual nurses will not be given an occurrence for days taken off for bereavement in excess of allowable paid or unpaid days as long as the days do not exceed the limitations for full-times nurses.
- 20.05.** In the event that a nurse suffers a fetal loss, they may notify Employee Health and may take time off (using their own benefit time or unpaid) without accumulating points under the attendance policy.

#### **ARTICLE 21. Jury Duty and Subpoena Leave**

- 21.01.** An employee is eligible for jury duty/subpoena leave upon hire. The employee must advise their unit manager of the request to serve on jury duty or of the subpoena to testify in a legal proceeding in connection with the employee's job at the Medical Center and provide them with a copy of the jury duty summons or subpoena.
- 21.02.** For jury duty service, the employee shall be paid the difference between the wages they would have received through scheduled hours at their straight time hourly rate and the compensation received for jury duty. Part-time, temporary, and casual employees' average scheduled hours will be determined by taking the average of the hours worked in the last three pay periods.
- 21.03.** For subpoenaed testimony, employees will be compensated for subpoena leave where the testimony sought arises out of their employment with the Medical Center. Employees will not be compensated for subpoena leave where the testimony sought by the subpoena involves a proceeding brought by a fellow employee against the Medical Center, such as unemployment or Workers' Compensation claims, etc. The employee will receive full compensation, less witness fees paid, if any.
- 21.04.** Employees must notify their unit manager of their availability to work while on jury duty or on the day they provide subpoenaed testimony.

- 21.05.** In order to qualify for payment under this Article, the employee must notify their unit manager within five (5) days of their notification of the obligation to report to jury duty or the receipt of a subpoena, and upon return from jury duty/subpoena testimony must submit a statement from the court showing the days served and the compensation received. It is the employee's responsibility to notify their manager/supervisor of their availability to return to work.
- 21.06.** Nurses subpoenaed in matters not related to IRMC can take paid or unpaid leave in order to testify at the legal proceeding. This absence will not count as an occurrence pursuant to the attendance policy.

## **ARTICLE 22. Health and Welfare**

- 22.01.** **Medical Insurance, Vision Insurance, and Dental Insurance.** Employees covered by this Agreement who satisfy the hours or work requirements to participate in the Medical Center's insurance benefits (hereinafter "qualifying employees") will receive, for the term of this Agreement, the same insurance benefits that are provided to the Medical Center's non-bargaining unit employees who satisfy the hours of work requirements to participate in the Medical Center's insurance benefits. To receive such benefits, qualifying employees must satisfy all eligibility requirements of the Medical Center's insurance plans and must make all contributions required to participate in such plans. The Medical Center currently offers the following benefits to qualifying employees: medical, prescription drug, dental, vision, basic life and accidental death and dismemberment, long-term disability, and employee assistance.
- 22.02.** **Health Insurance, and Employee Premium Contributions.** Nurses will be offered their choice of the PMHR QHDHP 80/20 Plan, PMHR QHDDP 90/10 Plans and the PMHR PPO Plan. Spouses eligible for coverage through their own employer may only enroll in the PMHR QHDHP Plan. Benefit eligible RNs electing health insurance coverage will pay the following percentage of the premium contributions:

July 1, 2025

	<b>QHDHP 80/ 20 Wellness*</b>	<b>QHDHP 90/10 Wellness*</b>	<b>PPO Wellness*</b>
Full Time Individual	10%	14%	18%
Full Time Employee / Children	10%	18%	22%
Full Time Employee / Spouse	10%	18%	22%
Full Time	10%	18%	22%
Part Time Individual	10%	14%	18%
Part Time Employee / Children	10%	21%	26%
Part Time Employee / Spouse	10%	21%	26%
Part Time Family	10%	21%	26%

July 1, 2026

	<b>QHDHP 80/ 20 Wellness*</b>	<b>QHDHP 90/10 Wellness*</b>	<b>PPO Wellness*</b>
Full Time Individual	10%	15%	20%
Full Time Employee / Children	10%	20%	24%
Full Time Employee / Spouse	10%	20%	24%
Full Time	10%	20%	24%
Part Time Individual	10%	16%	20%
Part Time Employee / Children	10%	23%	28%
Part Time Employee / Spouse	10%	23%	28%
Part Time Family	10%	23%	28%

July 1, 2027

	<b>QHDHP 80/ 20 Wellness*</b>	<b>QHDHP 90/10 Wellness*</b>	<b>PPO Wellness*</b>
Full Time Individual	10%	15%	21%
Full Time Employee / Children	10%	21%	25%
Full Time Employee / Spouse	10%	21%	25%
Full Time	10%	21%	25%
Part Time Individual	10%	17%	21%
Part Time Employee / Children	10%	24%	29%
Part Time Employee / Spouse	10%	24%	29%
Part Time Family	10%	24%	29%

\* The percentage employee contributions in the above table reflect the Wellness rates for QHDHP and PPO coverage. If an employee does not participate in the Wellness program, they will contribute an additional 5% in employee contributions toward Standard coverage.

The above employee premium contributions, co-pays, deductibles, co-insurance, and out-of-pocket maximums by employees shall also be subject to the following caps on the total contribution increases (employer and employee) from one plan year to the next:

QHDHP 80 / 20:	20% cap
QHDHP 90 / 10 Wellness:	20% cap
PPO Wellness:	20% cap

The Medical Center will contribute to a Health Savings Account (“HSA”) for eligible employees. The HSA contribution will be up to \$500 per year (\$19.23 per pay) for individual coverage and up to \$1,000 per year (\$38.46 per pay) for dependent coverage effective July 1, 2025.

In the event a regular part-time employee is regularly scheduled or regularly works an average of more than seventy-two (72) hours per pay period over a six (6) month period, that employee will be considered as “full-time” for purposes of benefit eligibility (with the exception of long-term disability and life insurance) under this Agreement for the next ensuing six (6) months (measured January to June, and July to December), provided the employee remains in the same or higher status. Nothing in this section shall be construed to be a guarantee of hours.

- 22.03.** The Medical Center has the right to change the insurance benefits of qualifying employees, including, but not limited to, the right to change eligibility requirements, coverage and/or benefit levels, employee premiums and/or contributions, deductibles, co-pays and/or other costs, carriers and/or plan providers, plan designs, and/or the insurance benefits and plans themselves, and thereafter to offer substitute comparable coverage. The parties recognize that “comparable coverage” for existing medical, vision, and/or dental coverage may encompass changes in plan benefit levels, and or co-pay amounts, but shall be no less than the insurance benefits provided to the Medical Center’s non-bargaining unit employees who satisfy the hours of work requirements to participate in the Medical Center’s insurance benefits. Changes to the insurance benefits of qualifying employees will occur at the same time as changes to the insurance benefits of non-bargaining unit employees who satisfy the hours of work requirements to participate in the Medical Center’s insurance benefits. The Medical Center will notify the Association of any material changes to insurance benefits at least thirty (30) days prior to any such changes. In this thirty (30) day period, the Association may request to meet and discuss the material changes that the Medical Center intends to make and to make proposals for the Medical Center to consider. However, this will not reopen the Agreement, and the Medical Center has the right to make the final decision on the material changes.

- 22.04.** The 2025 rate sheets showing the 2025 bi-weekly employee contributions/premiums for the Medical Center's health, dental, and vision insurance benefits are set forth in Appendix B. These employee contributions/premiums are subject to annual increases as determined by the Medical Center.
- 22.05.** The employee contributions/premiums for the Medical Center's dental insurance benefits shall be capped at a no more than a seven percent (7%) annual increase per year.
- 22.06.** The employee contributions/premiums for the Medical Center's vision insurance benefits shall be capped at a no more than a twelve percent (12%) annual increase per year.
- 22.07.** IRMC will provide a "Billing Navigator" to answer employee questions and concerns about billing issues in a timely manner. A "Health Plan Navigator" will also be available to employees to assist with questions or concerns regarding coverage.
- 22.08.** **Life Insurance and Disability Insurance.** Nurses covered by this Agreement will be eligible for the same life insurance and disability insurance benefits that are provided to the Medical Center's non-bargaining unit employees. In the event of increases in the costs of life insurance or disability insurance coverages during the term of this Agreement, the Medical Center may elect to change carriers or coverage options to offset cost increases. Prior to changing carriers or coverage options, the Association will be given an opportunity to meet with the Medical Center to discuss life and disability insurance coverage options and to make proposals. The Medical Center retains the final decision to select and/or change carriers and coverage options.
- 22.09.** **Health Insurance Waiver.** The Medical Center will provide a waiver bonus for nurses who have medical insurance through their spouse. This waiver bonus is only available if the nurse waives the Medical Center's medical plan and can show proof of coverage elsewhere. The waiver bonus is One Hundred and Fifty Dollars (\$150.00) per month for full-time nurses who waive full family medical insurance coverage. Part-time nurses who waive full family medical coverage will be eligible for fully paid family dental and vision coverage. If a change in insurance status occurs, nurses will be allowed to re-enroll in the medical insurance plan upon demonstration of a qualifying event. Initiation of waivers under this section may only take place during the regular enrollment periods.
- 22.10.** Nurses who elect to retire at age 62 or older will have various options in continuing to receive healthcare benefit coverage. If a nurse, upon retirement, agrees to remain an active employee by working in casual status as defined in this

Agreement, they will be eligible to continue to participate in the Medical Center's medical insurance coverage(s), at their own expense. If a nurse elects not to work as a casual and remain in active status, the nurse will be offered COBRA healthcare continuation coverage. If such nurse's COBRA coverage expires prior to the nurse reaching Medicare eligibility, the nurse will be permitted to participate in the Medical Center's healthcare plan of their choice, at the nurse's own expense, for a period not to exceed eighteen (18) months. Retired nurses electing this option will be grouped separately for rating/experience purposes.

### **ARTICLE 23. Retirement Benefits**

**23.01.** **403(b) Plan.** All employees covered by this Agreement are eligible to participate in the Medical Center's 403(b) plan ("Plan"), subject to the terms of the Plan. Except to the extent set forth in Section 23.02, the Medical Center has the right to change the Plan, including, but not limited to, the right to change eligibility and participation requirements, investment options, employee contribution levels, Medical Center matching levels, plan providers and consultants, and/or the Plan itself, to the same extent that changes are made to the Plan benefits provided to Medical Center non-bargaining unit employees. Changes to the retirement benefits of employees covered by this Agreement will occur at the same time as changes to the retirement benefits of Medical Center non-bargaining unit employees. The Medical Center will notify the Union of any material changes to the retirement benefits at least thirty (30) days prior to any such changes.

**23.02.** The Medical Center will provide employer contributions as follows for the duration of this Agreement:

< 40 points	3%
40 < 60 points	4%
60 points or greater	5%

Points are determined by adding the employee's age and years of continuous service.

Such RNs will be eligible to receive employer contributions upon completion of one (1) year of service. Points will accumulate based on hire date.

Such RNs will be covered by the terms of conditions of the Medical Center's existing Tax-Sheltered Annuity (TSA) and Select Security Retirement Option (Employer Match) as those terms and conditions are currently in effect.

- Eligible nurses with two (2) to five (5) years of service will receive a 1% Employer Match.
- Eligible nurses with five (5) to fifteen (15) years of service will receive a 2% Employer Match.
- Eligible nurses with fifteen (15) to twenty-five (25) years of service will receive a 3% Employer Match.

- Eligible nurses with greater than twenty-five (25) years of service will receive a 4% Employer Match.

**23.03. Frozen Plan.** Some nurses covered by this Agreement are also covered by the Medical Center's frozen retirement plan entitled "Retirement Plan for Employees of Indiana Hospital" (the "Frozen Plan"), as those terms and conditions are currently in effect, including the elimination of the thirty-five (35) cap. Under the Frozen Plan, nurses may be offered the opportunity to retire as early as age 62, without a reduction in benefits from the normal age 65 retirement formula, as per the requirements under the Frozen Plan document. The Frozen Plan was not offered after July 1, 2014, and all remaining account accruals were frozen upon transition from the plan.

## **ARTICLE 24. Seniority**

**24.01. A.** Seniority will be defined as the amount of Length of Service Hours a regular, temporary, casual or per diem employee (as previously defined in this Agreement) has worked with the Medical Center since the employee's last date of hire by the Medical Center. Prior employees with a break in service of twelve (12) months or less will be credited with previously-accrued seniority upon rehire on a one-time career basis. Otherwise, an employee's seniority will commence after completion of the probationary period, but will be retroactive to the date of hire.

**24.01. B.** Nurses on Workers' Compensation leaves of absence will continue to accrue constructive seniority hours on a pro-rata basis, as consistent with Article 5, but shall total no more than an aggregate of twelve (12) months of seniority hours while on Workers' Compensation leave during the length of their employment with the Medical Center.

**24.02.** The parties recognize the principle of seniority as a factor in layoffs, recalls and certain types of promotional opportunities as expressly provided for in this Agreement. Any Medical Center employee transferring into a bargaining unit position will retain their Medical Center seniority upon their award of such position and their successful completion of the probationary period, if any.

**24.03. Termination of Seniority.** Except as provided in Section 24.01, an employee will lose seniority and seniority will be broken for any of the following reasons:

- 1) Quit, retirement or resignation;
- 2) Discharge;
- 3) Failure to return to work after recall from layoff within five (5) consecutive days after due notification by certified mail of recall as provided for in this Agreement;
- 4) Absence for a period of three (3) consecutive working days without

notifying the Employer, except for circumstances where notice legitimately cannot be provided;

- 5) Failure to report to work at the expiration of a leave of absence;
- 6) Engaging in other equivalent employment while on leave of absence without express prior written approval by the Employer;
- 7) Layoff for a period of six (6) months; or
- 8) Absence from work in excess of twenty-four (24) consecutive months due to any compensable injury or illness.

**24.04.     Job Vacancies.**

- 24.05.     A.**     When the Employer determines that there exists a vacancy for a position in the bargaining unit which will be filled by the Employer, the Medical Center agrees to post the vacancy on the Medical Center bulletin boards, and electronically where possible, for a period of seven (7) consecutive business days, regular business days defined as Monday to Friday, excluding holidays. The bids of applicants are to be made via electronic bidding. Vacancies will be posted upon approval and removed at the end of the seventh (7<sup>th</sup>) consecutive business day. If a posted vacancy would result in a change in status (full-time to part-time or vice versa, casual to part-time or full-time, etc.) within a particular unit, nurses who have at least one (1) year experience within that unit, including casuals who have worked on that unit a minimum of 1,040 hours during the prior year, will be given priority for the vacancy over those bidding from outside the unit. When more than one (1) nurse within the department has greater than one (1) year experience in that department, the awarding of the position will be based on seniority. Such priority for nurses within a unit shall extend only to change in status situations, and not to vacancies involving a different job classification. However, in the event the Medical Center establishes a new steady shift position, it will be posted. The posting start and end dates will be listed on the job posting. All bids received beyond the posting end date will result in those candidates being considered as outside candidates who will not be interviewed for the position unless a qualified internal candidate cannot be found.
- 24.05.     B.**     If there are two (2) or more applicants for the position, the Medical Center will give due consideration to the skill, qualifications, ability, performance, and seniority of the applicants in determining the awarding of the position. If the skill, qualifications, ability, and performance are equal, the position will be awarded based on seniority. Casuals may only be considered as internal candidates for vacancies if they have been employed by the Medical Center for one (1) consecutive year and have worked four hundred (400) hours or more in the year previous to the date of their bid. Casuals not meeting these requirements will be considered as external candidates. The Medical Center shall formally notify the



successful bidder in writing within fourteen (14) days of the decision to award.

- 24.05. C.** The Medical Center and Association agree that the period of time between the award of a position to a bidding nurse and the consequent placement of such nurse in the position varies because of the need to find a suitable replacement for the bidding nurse. The Medical Center agrees to place an employee who is awarded a bid position within sixty (60) days of the date of the award (including change of status determinations). This sixty (60) day period may be extended by mutual agreement between the Medical Center and the nurse.
- 24.05. D.** In the event a full-time position is awarded to a part-time nurse, or a part-time position is awarded to a full-time nurse, there shall be no loss of any benefits accumulated while in the previous status, including benefits accrued to that point.
- 24.05. E.** A nurse who has been awarded a vacancy may, during the first four (4) weeks within the new position, return to her former position. If the Employer determines at any time within the first four (4) calendar weeks of work after the date the vacancy is filled that the nurse is not performing to the Employer's satisfaction, the nurse may be removed by the Employer from the position and be returned to her former position, which shall not be permanently filled until the conclusion of the joint evaluation period or any extension thereof. This four (4) week period may be extended by the Employer for up to an additional four (4) weeks in cases of off-shift assignments, leaves of absence or other similar situations that may inhibit the evaluation process.
- 24.05. F.** Once an employee is awarded a vacancy pursuant to the procedures as set forth in this article, the nurse will not be eligible to apply for any other job vacancies that may develop for twelve (12) months after that, without the agreement of the Employer, which will not unreasonably be denied.
- 24.05. G.** Until a vacancy is filled, the Employer reserves the right to make transfers and/or hire temporary employees to fill the position. Nothing in this Agreement will limit the Employer's right to temporarily assign employees to a vacant position until it is filled, and, if there are no applicants, the Employer may elect to fill the position with an outside applicant or the least senior employee whom the Employer deems to be qualified, available, and appropriate for transfer. A qualified employee will be defined consistent with Section 24.05.E.
- 24.05. H.** When additional fractional FTEs are available, they will be posted as follows:

- 1) Posted internally to the specific department for which the additional FTEs are available. Only the actual additional FTE that is available will be posted. An employee cannot apply for a posted fractional FTE if the employee received a first written warning (other than for attendance) within one (1) year from the date of posting, or if the employee received a second written warning or suspension within two (2) years from the date of the posting.
- 2) Additional fractional FTEs will be offered to part-time nurses only. Casual employees and per diems are not eligible to bid on additional fractional FTEs.
- 3) The part-time nurse in that department with the most Medical Center seniority will have the first selection of additional fractional FTEs.
- 4) The posting will indicate if a status change from part-time to full-time or full-time to part-time is accepted or not accepted. A part-time nurse can convert to a full-time or RN-72 status through the posting of an additional fractional FTE only if that nurse has worked in that department for one year prior to the posting with at least 1,040 paid hours during that year. However, if a part-time nurse with fewer than 1,040 paid hours is the only applicant, the position will be awarded to the nurse.

**24.06. Reductions in Force.**

- A.** In the event that the Medical Center determines to reduce the work force, or hours in a classification, unit or department or to abolish a classification, unit or department, the Medical Center will determine which positions are to be affected and the number of employee positions to be reduced, including the number of full-time and part-time positions which will be affected in each classification, unit or department as defined by the Employer.
- The Medical Center will meet with the Association to discuss the layoff and/or the reduction and explore alternatives prior to the implementation.

**B. Layoff Procedure:**

- 1) The Medical Center shall first seek volunteers for layoff or reduction in hours.
- 2) If there are not enough volunteers, then all temporary employees in the affected department will be laid off first. Temporary employees will have the option to return to their previous position, provided that it is vacant, or accept a layoff.
- 3) Then, all probationary employees within the affected department shall be laid off.
- 4) Then, in the event further layoffs or reduction of hours are necessary, the Medical Center shall determine the number of RNs,

classifications, and status (*i.e.*, full-time, part-time) within the affected departments that require a layoff or reduction of hours.

- 5) Then, where there is more than one employee affected by the layoff or reduction of hours, the Association will request the Medical Center set up a process of which the most senior affected person has the first of options.
- 6) The nurses occupying the position(s) designated for layoff or reduction of hours shall have the right to choose one of the 3 options listed below:
  - a. To accept layoff.
  - b. To bid into any vacant position in the bargaining unit. They will be awarded the position prior to internal candidates who are not affected by the layoff or reduction in hours, if qualified for the position. The laid-off RN shall be the most senior laid-off RN who is bidding for that open position. The normal orientation period for that position shall apply.
  - c. To bump the least senior full or part-time nurse in any department, including the department in which the RN currently works, provided:
    - i. The wage scale is comparable to the bumping nurse's wage scale. The bumping nurse will maintain their current place on the wage scale. If the bumping nurse is qualified to bump a charge nurse, and a charge nurse is bumped, a charge nurse position will be posted internally to the department in which the charge nurse was displaced. If an RN moves from a higher paid position to the RN wage scale, they will be placed according to their years of experience as defined in this Agreement.
    - ii. The bumping nurse has more seniority than the nurse to be bumped.
    - iii. The bumping nurse can demonstrate present skills and abilities as defined in Section 24.05.E. Full-time nurses can bump full-time or part-time nurses. In the event a full-time nurse elects to bump a part-time nurse, the bumped part-time nurse may bump the least senior nurse with the equivalent or less FTE. Part-time nurses can only bump their 9equivalent FTE nurse or less.
    - iv. The bumping nurse accepts the displaced Registered Nurse's shifts and conditions of employment.
    - v. Employees electing to bump shall submit a written request to the Director of Human Resources or designee, within twenty-four (24) hours of receiving notification of layoff. The Director of

Human Resources or designee will provide the Association with a current seniority list in department order including nurse's name, department, position, type and fractional FTE designation, if applicable.

- vi. Bumping rights as set forth above shall be limited to three (3) bumps per affected position. The last RN displaced shall have the right to displace the least senior RN in the bargaining unit, provided the nurse has the present skill and ability as defined in Section 24.05.E to perform the job. A nurse changing FTE status within a department does not constitute a bump, including displacing a casual employee. Once a nurse changes departments, the bumping process begins and a change in FTE status within a department is considered to be a bump.
  - vii. If the nurse fails to perform the job satisfactorily within the 80-hour transition training time period based on area of specialty, the nurse shall be laid off and placed on the recall list.
- C. In effectuating a reduction in force, the least senior nurse(s) assigned to the affected classification, status (full-time or part-time) or department shall be displaced, provided there remains sufficient qualified staff within each classification, status or department affected by the displacements, as determined by the Medical Center.
- D. Nurses laid off during any reduction in force may elect and shall be permitted to work on a casual basis, if such a need is determined by the Medical Center. Such employment as a casual employee shall not constitute a "recall" under this article. The Medical Center will follow recall order in offering casual hours.
- E. "Present skill and ability" as used in this article shall be interpreted to mean that a nurse who intends to bump or bid into any position must possess the qualifications and, upon award of the position, demonstrate the competencies within a maximum of an eighty (80) hour transition training based on area of specialty. Nurses are not restricted to their current group as defined in Section 23.05.F. if they possess the present skill and ability to work in another group.
- F. **Comparable Jobs.**
- ▶ **Group 1**
    - Registered Nurse
    - Registered Nurse – 72

- Charge Nurse
  - Pre-Anesthesia Testing Nurse
  - Charge Nurse – 72
  - RN Weekend
- ▶ **Group 2**
- Float Nurse
- ▶ **Group 3**
- Per Diem
- ▶ **Group 4**
- Perinatal Instructor
  - Care Manager
  - Diabetes Care Specialist
  - Professional Development Specialist
  - Wound Care Specialist
- ▶ **Group 5**
- RN First Assistant
- ▶ **Group 6**
- Nurse Anesthetist: Full-time; Part-time
  - Nurse Anesthetist – 72
  - Nurse Anesthetist – Casual

**G.** Should a new position be created that is covered by the bargaining unit as defined in Article 2, the Association and the Medical Center agree to meet to determine to which comparable group that position will be assigned.

**24.07. Recall.**

- 24.07. A.** Nurses who have been laid off or displaced under Section 24.06 above shall have the right, in order of seniority, to fill the first available vacancy in their former unit, provided they possess the present skill and ability to perform the duties of the position.
- 24.07. B.** If the vacancy is not filled under Section 24.07.A. above, and is a position for which employees on layoff have the present skill and ability to perform, the qualified employees on layoff will be recalled in order of seniority.

- 24.07. C.** If the vacancy is not filled under Section 24.07.A. or 24.07.B. above, and is a position for which employees on layoff do not have the present skill and ability to perform, the vacancy will be posted in accordance with Section 24.05.A.
- 24.07. D.** The Employer will forward notice of recall by certified mail to the last known address of the employee reflected on Human Resource Department records. The employee must, within five (5) business (Monday-Friday) days of delivery or attempted delivery of the notice of recall, notify the Employer of their intent to report to work on the day specified for recall, which shall not be required less than two (2) weeks after the notice, and, thereafter, return to work on such date, absent mitigating circumstances or mutual agreement to extend such date.
- 24.08.** The Employer will post an updated seniority list every May and November prior to the end of the first full pay period in that month. A copy of such seniority list will be sent to the Association at time of posting. An employee must raise any objections to their seniority as shown on the list within ten (10) days of posting or be bound by the information on said list until such time as a new list is posted for purposes of challenging any action taken by the Medical Center in reliance on the list.
- 24.09.** Any cross-training opportunities will be posted and awarded in accordance with Section 24.05.
- 24.10** Other than the recall rights specified herein, nothing contained in this article is to be construed to mean that any employee or group of employees has/have inherent rights to a particular task, job or shift, nor is their work restricted to a particular task, job or shift.

#### **ARTICLE 25. Personnel Files**

- 25.01.** It is recognized that employee personnel files are confidential. Employees will be granted access to their personnel file in accordance with Pennsylvania law. For purposes of grievance administration, upon consent from the employee, Association representatives will be granted access to the grievant's personnel file and will be allowed to obtain copies of relevant documents.
- 25.02.** Consultations and first written warnings, and excluding performance evaluations, shall not be relied upon in subsequent discipline of an employee after one (1) year, provided that one (1) year is free of discipline. Second written warnings and suspensions shall not be relied upon in subsequent discipline of an employee after two (2) years, provided that the (2) years are free of discipline.

- 25.03.** Any nurse whose job performance or conduct becomes subject to supervisory review shall have the right to participate in the review process. Annual evaluations of a nurse shall be performed by the supervisor/manager and signed by the nurse. Such signature shall signify only that the evaluation has been reviewed with the nurse and shall not indicate concurrence in the content of the evaluation. The nurse shall have the right to submit a written answer to any material the nurse finds objectionable and the answer shall be placed in their personnel file. Any nurse who is aggrieved by the content of the evaluation and whose overall performance rating is less than “meets expectation/satisfactory” shall have the right to pursue their disagreement through the grievance procedure but shall not have the right to proceed to arbitration.

#### **ARTICLE 26. Safety**

- 26.01.** The Medical Center and the nurses will strive to maintain the facility in such a manner which will continue safe conditions. In the event any nurse has reason to believe an unsafe or hazardous condition exists, it is the nurse’s responsibility to notify without undue delay their supervisor or the appropriate department head or designee, who will have responsibility to rectify the situation without undue delay. The Medical Center will provide the Association with the opportunity to appoint at least one (1) nurse representative covered by this Agreement to the Medical Center Safety Committee.
- 26.02.** Employees covered by this Agreement will be provided with the opportunity to participate in applicable Medical Center-sponsored in-service programs on safety issues. If the employee is scheduled or required to attend by the Medical Center, the time will be considered as paid time.
- 26.03.** Employees covered by this Agreement will have available to them such off-shift security escort as is offered by the Medical Center to other similarly-situated off-shift employees.
- 26.04.** The Medical Center will make locker space available to employees for use during their working hours. A search of locker space will not be conducted without cause.
- 26.05.** Employees covered by this Agreement will be included in such testing, immunization, titer and employee assistance programs (EAP) as the Medical Center, from time-to-time, extends to other similarly-situated employees.
- 26.06.** The Medical Center in its discretion may elect to provide appropriate modified duty and return-to-work opportunities for nurses injured on the job, at an equivalent hourly rate of pay, or higher, if the nurse is performing all of the functions of the higher-rated job.

- 26.07.** The Medical Center and Association are mutually committed to establishing and maintaining a positive interpersonal culture that fosters cooperation and collaboration among nurses, providers, and other employees of the Medical Center through shared behavioral standards. The parties acknowledge that the Medical Center protocols and reporting mechanisms provide thorough and fair investigation of reported infringements of the shared Behavioral Standards. Where such investigation indicates violations have occurred, the Medical Center will take prompt action to ensure that violations cease. The procedure will support the ultimate goal of resolution of conflict and reduction of inappropriate behavior in the workplace.

#### **ARTICLE 27. Labor-Management Committee**

- 27.01.** The Employer and the Association agree to establish a Labor-Management Committee. The Labor-Management Committee will meet to discuss matters of common concern related to wages, hours, and terms and conditions of employment.
- 27.02.** The Labor-Management Committee will meet monthly on dates mutually agreed upon by the parties at the beginning of each year. The Labor-Management Committee meeting will immediately follow the monthly Staffing Committee meeting. The Association representatives will advise the Medical Center of items desired to be discussed at the Labor-Management Committee meeting at least ten (10) days before the meeting, and a formal agenda will be prepared therefrom.
- 27.03.** There will be a maximum of eleven (11) attendees at the Labor-Management Committee meeting, including up to five (5) Association representatives and up to five (5) Nursing Leadership Representatives, and the Director of Human Resources or designee. The parties will designate their representatives for the Labor-Management Committee on an annual basis. These representatives will serve a term of one year. Association participants will be limited to persons in the active employ of the Employer. The Association may invite one (1) guest, who is a member of the bargaining unit, to attend a committee meeting, provided that the Association notifies the Medical Center at least one (1) week in advance of the meeting. The notification shall include the name of the guest, the reason for their attendance, and the topic or issue to be addressed by the guest in the meeting. Similarly, the Medical Center may invite one (1) guest who is knowledgeable about the topic or issue to be addressed by the Association's guest. Guest participation should not substitute for direct communication between employees and their unit managers. If proper notice is not given, the guest's attendance will be deferred to the following meeting. Since the guest's attendance is voluntary, the guest will not be paid by the Medical Center for attending the meeting.



- 27.04.** Labor-Management Committee meetings will not be for the purpose of initiating or continuing collective bargaining or in any way to modify, add to or detract from the provisions of this Agreement, and such meetings will be exclusive of any pending grievance or arbitration matter. A general presentation and discussion of a subject by either the Employer or the Association at a Labor-Management Committee meeting will not serve to disqualify a subsequent grievance in that area.
- 27.05.** Up to five (5) Association representatives attending the meetings will be compensated for time spent at the meeting.

### **ARTICLE 28. Grievance Procedure**

- 28.01.** A grievance is defined as any controversy involving one or more bargaining unit members, the Association and the Medical Center that may arise concerning the interpretation or application of this Agreement. The procedures outlined shall be the exclusive procedures for resolving all grievances arising out of this Agreement.

- 28.02.** The procedure for the presentation of all grievances will be as follows:

**Step 1:** **Informal Level:** The grievance will be discussed orally between the affected employee and the employee's Manager, and they will attempt to resolve the matter. If the employee so desires, they may have their Association representative present at this Step. Any resolution of the grievance at this Step must not be in conflict with the Agreement. The grievance issue must be discussed with the Manager at this Step within seven (7) calendar days of when the employee or the Association knew, or reasonably should have known, of its occurrence. If during the discussion, the matter is resolved, the issue and the agreed upon resolution will be documented on the first page of the grievance form and signed by the parties, and the grievance will be closed. If the informal discussion fails to resolve the issue, the employee or the Association may advance the grievance to Step 2 by filing a formal written grievance within seven (7) calendar days of the Step 1 discussion.

**Step 2:** If there is no resolution at Step 1, the employee, with Association representation, may formally present the grievance in writing to the employee's Department Director within seven (7) calendar days of the Manager's final determination at Step 1. The grievance must: (a) be presented in writing and on a form mutually-agreed upon by the Medical Center and the Association; (b) be signed by the aggrieved employee or Association representative; (c) state the specific articles(s) and section(s) of the Agreement which are claimed to have been violated; (d) state in detail all of the facts of the incident on which the claim is based; (e) state the time and date of occurrence of the event on which the grievance is based, the Employer representative involved and the names of then known witnesses; and,

(f) state the specific relief sought. The Association may include additional documents as attachments to the written grievance, which will become part of the grievance documents. The parties will hold a Step 2 meeting within seven (7) calendar days, if required, and the Department Director will give the Employer's answer in writing at this step within seven (7) calendar days after the grievance is presented or within seven (7) calendar days after the meeting if one is held by the Director, whichever is later.

**Step 3:** If the grievance is not resolved at Step 2, then within seven (7) calendar days following the Department Director's answer at Step 2 (or the expiration of the time for the Department Director's answer at Step 2 if none is given), the written grievance may be presented to the Vice President and Chief Nursing Officer or designee. The parties will hold a Step 3 meeting, if required, within seven (7) calendar days, and the Vice President and Chief Nursing Officer will give the Employer's answer in writing at this step within seven (7) calendar days after the grievance is presented or within seven (7) calendar days after the meeting if one is held, whichever is later.

**Step 4:** If the grievance is not resolved at Step 3, then within seven (7) calendar days following the Employer's answer at Step 3, the written grievance may be presented by the Association's Representative or designee to the Employer's Director of Human Resource or designee. The parties will hold a Step 4-meeting, if required, within seven (7) calendar days, and the Director of Human Resources will give the Employer's written Step 4 answer within seven (7) calendar days after the grievance is presented or within seven (7) calendar days after the meeting if one is held, whichever is later. In the written answer, the Employer Representative will state the reasons for the acceptance or denial of the grievance.

**28.03.** When a grievance is appealed in the grievance procedure by presenting the grievance to the next higher Employer representative designated in Section 28.02, the Association representative presenting the grievance and the Employer representative receiving the appeal will indicate on the grievance form the time and date it was presented, and both will initial this entry.

**28.04.** If the Association fails to process a grievance to the next step within the time limits provided, the grievance will be considered disposed of on the last answer of the Employer and be considered waived and final, unless the parties mutually agree in writing to extend the time limits. The Association may withdraw a grievance at any step in this procedure by notifying the Employer in writing.

**28.05.** The Employer and the Association are solely vested with the power to settle any grievance at Steps 2 through 4 of the Grievance Procedure. Any settlement of a grievance in Steps 3 and 4 of the Grievance Procedure must be in writing.

**28.06.** **Arbitration.** If the grievance is not resolved as a result of the Employer's answer at Step 4 of the Grievance Procedure, the Association may, within twenty (20)

calendar days of the Employer's answer at Step 4, notify the Employer in writing of its desire to submit the grievance to arbitration and timely thereafter initiate a request for a panel of arbitrators. Only the Association (not an individual employee) may request arbitration. In the absence of such timely written notice, the grievance will be considered to have been finally resolved, waived and withdrawn on the basis of the Employer's answer in Step 4, and such resolution will be final and binding.

Those matters submitted to arbitration will be handled by an impartial arbitrator. The impartial party will be an arbitrator and will be selected from a panel of nine (9) arbitrators, who are members of the National Academy of Arbitrators, secured from Federal Mediation and Conciliation Service. Either party may once reject an entire panel prior to the initiation of the alternate strike process and ask that a new panel of arbitrators be provided. The arbitrator will be selected by alternately striking names until only one name remains, which shall be that of the arbitrator selected. For each arbitration case, the party winning a coin toss will choose the order of strike for its side.

The Arbitrator will have no jurisdiction to act beyond the interpretation and application of the terms of this Agreement. It will in no way be construed that the Arbitrator will have the jurisdiction or power to add to, subtract from, or modify in any way the terms of this Agreement. The Arbitrator will decide the dispute and render a written award and the award rendered by the Arbitrator will be final and binding on the Association, the Employer, and the employees.

- 28.07.** Each party will bear the expenses of preparation and presentation of its own case and the expense of its own witnesses. If an employee witness is called by the Employer, it will pay the nurse for lost time; if called by the Association, the Association will pay the nurse for lost time, unless payment is waived by the employee. The expense of the arbitration and the meeting room will be borne equally by both parties. At the request of either party, a stenographic transcript will be made of the arbitration hearing. The cost of the transcript will be paid by the party requesting a copy of the transcript.
- 28.08.** The time limits set forth in the Grievance Procedure article are binding on the parties unless extended in writing by the parties, and the processing of a grievance to arbitration will not waive the right of the Employer to assert before the arbitrator or a court that the grievance was untimely or otherwise not arbitrable.
- 28.09.** All grievance meetings between the parties will be held at mutually agreeable times that do not interfere with Medical Center operations. Unless otherwise agreed, the Association's case at a grievance meeting will be presented by, in addition to the grievant, the grievant's Employee Representative(s) at Steps 2 and 3 and, at Step 4 also by the Association official outside representative.

- 28.10.** The Association specifically agrees that the grievance and arbitration procedure will be the only method available for adjusting employees' complaints. If an employee fails or refuses to follow the grievance procedure, except where otherwise provided in this Agreement, and takes other deliberate action, such as a work stoppage or other interference with work, such action will make the employee and all other employees participating in such violation subject to immediate discharge or other disciplinary action.
- 28.11.** No individual employee may initiate an arbitration proceeding or move to confirm or vacate an arbitration award.
- 28.12.** Nothing in this grievance procedure will prevent the Employer from modifying any determination of a grievance to assure compliance with federal, state or local laws or statutory requirements; or standards or requirements of licensing, accrediting or other reviewing agencies.
- 28.13.** Any discharge of a nurse may be initially presented at Step 3 within seven (7) calendar days of the discharge. The date of the discharge shall have been set pursuant to the protocol reference in Article 9.04, in order to afford the nurse the ability to seek the advice of counsel prior to discharge.
- 28.14.** The parties will not knowingly withhold relevant facts, evidence or issues in the steps of the Grievance Procedure.

#### **ARTICLE 29. Contracting Out**

- 29.01.** The Medical Center recognizes that quality patient care and continuity of care are of paramount importance. To this end, the Medical Center may find it necessary to subcontract bargaining unit work. If the Medical Center deems it necessary to subcontract bargaining unit work, absent unforeseeable circumstances, the Employer will give the Association ten (10) days' advance notice of the work to be subcontracted and the reason(s) why the work is to be subcontracted. If requested by the Association, the Medical Center will meet with the Association to discuss the subcontracting of work within this ten (10) day period.

#### **ARTICLE 30. Supervisors/Managers**

- 30.01.** It is specifically recognized that it may become necessary from time-to-time for a supervisor/manager to perform work normally done by bargaining unit employees, to help out in emergencies or breakdowns, to maintain an uninterrupted flow of work and normal departmental efficiency, to instruct or train employees and to perform work of a trial or experimental nature. The Medical Center also retains the right to use supervisory or salaried employees to perform experimental, research or safety related work. The Medical Center may continue to maintain a "working manager" in departments where that function currently exists on the effective date of this Agreement and in any current or

future department that employs five (5) or fewer RN FTEs.

### **ARTICLE 31. Substance Abuse**

- 31.01.** The parties agree that it is in the interest of the community, the Medical Center, the patient, the RN, and the profession to maintain a safe and healthy working environment. To this end the Medical Center has adopted a policy which recognizes that the possession, use or sale of drugs or alcohol in the workplace poses an unacceptable risk to the safety and well-being of patients and RNs. The Medical Center's Substance Abuse policy shall apply to the RNs in the bargaining unit. In the event the Medical Center amends the Substance Abuse policy during the term of this Agreement, the Medical Center will provide a copy of the amended policy to the Association a minimum of thirty (30) days in advance of implementation. Upon request by the Association, the Medical Center will meet and bargain with the Association over the amended policy.
- 31.02.** It is the intent of the parties to make every effort to address the misuse of drugs or alcohol constructively and on an individual basis. The parties further agree that the principal purpose of the policies and protocols are to encourage RNs misusing alcohol or drugs to seek treatment and rehabilitation.
- 31.03.** In administering the Substance Abuse policy, the parties further recognize and acknowledge the following principles:
- A) That all RNs, irrespective of duty or responsibility, have a duty to report to work in an unimpaired condition;
  - B) That RNs misusing drugs or alcohol should be encouraged to report such problem confidentially to the Medical Center's Employee Health Nurse or designee, and/or to utilize the confidential Employee Assistance Program, and be encouraged to seek appropriate treatment;
  - C) That the results of any drug or alcohol test will be maintained by the Medical Center, to the extent possible, on a confidential basis; and
  - D) That testing will be conducted in such a way as to assure accuracy and confidentiality of the results.

### **ARTICLE 32. Emergencies**

- 32.01.** It is agreed that in the case of an emergency, such as flood, fire, epidemic, catastrophe, or other unforeseen major contingency, including severe weather conditions and acts of God, the terms of this Agreement will not be deemed to apply in connection with measures deemed necessary for the care and protection of patients, employees, buildings, grounds, and equipment, or reasonably necessary to repair and place the same in condition thereafter for occupancy. The Medical Center will not invoke this article arbitrarily and will not suspend the

provisions of this Agreement for any longer than required as a result of the emergency.

### **ARTICLE 33. Temporary Reassignments**

- 33.01.** In the event patient care needs require an employee to be temporarily reassigned to a unit on which the employee is not regularly scheduled, the Medical Center shall first utilize qualified float pool RNs if they are not already assigned to another unit. Next, the Medical Center shall pull agency nurses if they can be pulled. The Medical Center shall next seek volunteers for reassignment. If no volunteers are available, reassignments shall then be rotational. New employees will not be reassigned during their probationary period.
- 33.02.** Nurses shall keep a record of temporary reassignments, including their name, date and location of assignment on their unit.
- 33.03.** Absent situations that demand immediate action, no nurse will be reassigned to an in-patient unit more than once per scheduled shift without the nurse's consent. Nurses may be reassigned to other than in-patient units (including OR, PACU, ACU, Endo, Cardiology, IR, Infusion, Coumadin Clinic, Cardiac Rehab, Surgical Home, Cath Lab, BHS, OB, and ER) for functional duties as departmental needs require.
- 33.04.** If a nurse has been called in to work within twenty-four (24) hours prior to the shift in question, or is on overtime, that nurse will not be reassigned from their unit unless the nurse agrees otherwise.
- 33.05.** If a nurse is reassigned to another unit and if nursing management, in consultation with the charge nurse, determines the situation in the original department changes after the time of the reassignment so that a nurse is needed in the original department, the nurse will be sent back.
- 33.06.** Nurses temporarily reassigned to another unit will be assigned duties and responsibilities commensurate with their present skills and abilities. Such an assignment may be a full patient assignment, a reduced number of patients assigned, or an assignment consisting of functional duties.
- 33.07.** The areas of CRNAs, Operative Suites, PACU, OB, BHS, and RCC are unable to receive reassigned nurses unless the nurse has documented experience and/or skills in that area. Nurses who are temporarily reassigned to the ICU will not be required to care for ICU level of care patients. In addition, absent situations that demand immediate action, the nurses from these areas may not be reassigned without their consent.

- 33.08.** Rather than temporarily reassigning a nurse to a particular unit, the Medical Center may decide to reassign a nurse to a “house float” position.
- 33.09.** Unit managers will not assume a total patient care assignment on a unit from which a nurse has been reassigned.
- 33.10.** If the Medical Center pulls a nurse from their home unit to take patient assignments on another unit, and the nurse takes a full patient assignment on the other unit, they will be paid a pull differential of three dollars (\$3.00) for the time that they are on the other unit.

#### **ARTICLE 34. Weekend Program**

- 34.01.** The Weekend Program offers nurses an alternative schedule that is intended to suit their individual needs while also meeting the staffing needs of the Medical Center.

- 34.02.** Definitions:

*Weekend Employee* – employee participating in the Weekend Program who works 24 hours each weekend.

*Weekend Program* – twelve (12) hour shifts during the hours between Friday commencing at 7:00 p.m. through Monday ending at 7:00 a.m.

- 34.03.** Weekend Program:

- 1) A Weekend Employee participating in the Weekend Program will be paid a differential of ten dollars (\$10.00) per hour in addition to their base hourly wage rate.
- 2) To participate in the Weekend Program, a Weekend Employee must work every weekend they are scheduled to work. If a holiday falls on a weekend, the Weekend Employee will be required to work the holiday.
- 3) Weekend Employees are scheduled to work two (2), twelve (12) hour shifts on forty-nine (49) out of fifty-two (52) weekends a year.
- 4) A Weekend Employee may be assigned two non-consecutive shifts.
- 5) A Weekend Employee may work non-weekend shifts beyond their required twenty-four (24) weekend hours. Non-weekend shifts will be paid at the employee’s base hourly wage rate, along with any applicable shift differentials. (For clarity, a Weekend Employee working a non-weekend shift will not receive the ten dollars (\$10.00) per hour Weekend Program differential when working a non-weekend shift.)
- 6) Paid Time Off (PTO)
  - A. An employee who transfers into the Weekend Program may carry forward up to forty (40) hours of available PTO. PTO in excess of forty (40) hours will be paid out at the employee’s base hourly wage rate in effect prior to the transfer.

- B. Upon transfer, the employee will accrue PTO at the same accrual rate as non-weekend employees.
- 7) Benefits. Weekend Employees are considered part-time employees and are eligible for part-time employee benefits.
  - 8) If a Weekend Employee transfers out of the Weekend Program, they will not be eligible to return to the Weekend Program for six (6) months, unless the Medical Center agrees otherwise.
  - 9) Attendance. If a Weekend Employee fails to work or calls off more than three (3) scheduled weekends, they may be removed from the Weekend Program. All other attendance issues/concerns will follow Human Resources Policy #400, Attendance.

### **ARTICLE 35. Staffing**

**35.01. General Overview.** The parties agree that the determination of staffing needs is a constant, dynamic process influenced by any one or a combination of the following factors: patient acuity, technology, unit census, qualification of staff, staff mix, and the needs and acuity of the overall Medical Center census. The parties acknowledge and agree that staffing patterns may vary during any shift to accommodate patient care needs, and further recognize that there are factors at play that are beyond the Medical Center's control, such as call offs, unplanned leave of absences, and unexpected changes in census or acuity, that may affect staffing targets. The Medical Center will continue to promptly address these dynamic factors in order to ensure appropriate staffing. The Association recognizes such factors and agrees to work collaboratively with the Medical Center.

The parties share the common goal and responsibility of providing nursing care which is both safe to the patient and of the highest possible quality in a manner consistent with employee safety and health. The parties agree that staffing needs fluctuate over time and are influenced by many factors. The Medical Center's standard process considers the following interrelated elements:

- 1) Establishment of a worked-hours-per-patient-day standard for each nursing unit that allocates the different categories of licensed and unlicensed personnel according to the established worked-hours standard.
- 2) Establishment of a core staffing matrix based upon the budgeted worked-hours standard and a budgeted average workload (*e.g.*, average daily census, patient visits, etc.).
- 3) Varying patient acuity levels are factored into the worked-hours standard, and a higher worked-hours standard is assigned to those nursing units that have a higher level of acuity.
- 4) Prior to the start of each shift, the charge nurse on duty will complete patient assignments for the next shift. Discussion and collaboration with the current shift's nursing staff will be factored into the assignments. Consideration is given every shift to the change in patient care



requirements, with assignments then being increased or decreased accordingly.

- 5) Assignment of support staff each shift to assist the licensed nursing staff based on the changing needs of the patients.

**35.02.**     **Staffing Committee.** The Employer and the Association agree to establish a Staffing Committee that will be co-chaired by a representative from the Association and a representative from Nursing Leadership. The Staffing Committee will offer recommendations for cost-effective nursing services and staffing that ensures the Medical Center has a staff of competent nurses with the skills required to meet patient needs and provide the highest level of patient care.

**35.03.**     The Staffing Committee will meet monthly on the same day as the Labor-Management Committee, immediately preceding the Labor-Management Committee meeting. The Association representatives will advise the Medical Center of items desired to be discussed at least ten (10) days before the Staffing Committee meeting, and a formal agenda will be prepared therefrom. Staffing Committee items for discussion may include, but are not limited to, open positions, productivity, turnover, HPPD/Nursing Care hours per department, mandatory overtime, and common themes and trends identified in short staffing forms.

The Staffing Committee will review the nursing staffing plans at least annually.

Minutes of the Staffing Committee Meeting will be posted on the Nursing Intranet page.

**35.04.**     There will be a maximum of sixteen (16) attendees at the Staffing Committee meeting, including up to eight (8) Association representatives and up to eight (8) representatives designated by Nursing Leadership. The parties will designate their representatives for the Staffing Committee on an annual basis. These representatives will serve a term of one year. Association participants will be limited to persons in the active employ of the Employer. The Association may invite up to two (2) guests, who are members of the bargaining unit, to attend a Staffing Committee meeting, provided that the Association notifies the Medical Center at least one (1) week in advance of the meeting. The notification shall include the name of the guest(s), the reason for their attendance, and the topic or issue to be addressed by the guest(s) in the meeting. Similarly, the Medical Center may invite up to two (2) guests who are knowledgeable about the topic or issue to be addressed by the Association's guest(s). Guest participation should not substitute for direct communication between employees and their unit managers. If proper notice is not given, the guest's attendance will be deferred to the following meeting. Since the guest's attendance is voluntary, the guest will not be paid by the Medical Center for attending the meeting.

- 35.05. Staffing Committee meetings will not be for the purpose of initiating or continuing collective bargaining or in any way to modify, add to or detract from the provisions of this Agreement, and such meetings will be exclusive of any pending grievance or arbitration matter. A general presentation and discussion of a subject by either the Employer or the Association at a Staffing Committee meeting will not serve to disqualify a subsequent grievance in that area.
- 35.06. Up to eight (8) Association representatives attending the meetings will be compensated for time spent at the meeting.
- 35.07. **Staffing Guideline Development.** The Medical Center has developed matrix targets in the form of staffing guidelines to ensure sufficient staffing and quality patient care. The Medical Center and the Association recognize that the matrix targets are **GUIDELINES ONLY**. The census and patient care needs on any given shift on any given day are subject to continuous fluctuation. The Parties agree that the Medical Center presented the current guidelines to the Association during the bargaining that resulted in this Agreement, and those guidelines are in effect unless or until modified pursuant to the below.
- a) Annually, during the budget cycle, the Medical Center will review benchmark data related to the HPPD (hours per patient day)/Nursing Care Hours of each nursing unit to determine the appropriate FTEs to meet the ADC (average daily census) for each area where nursing care is delivered. Depending on the ADC and benchmarked HPPD, the mix of staff and budgeted FTEs may change annually. The Medical Center retains the right to make final decisions regarding staffing. The Medical Center will share this information with the Association during the Staffing Committee meeting and seek input from committee members on skill mix, scheduling patterns, and other factors that are still within budgeted FTEs. The annual staffing matrix shall then be provided on each unit.
  - b)
  - c) The guidelines shall include adequate coverage for admissions, breaks, lunch, projected workflow, and time off within the budgeted FTEs of the unit. Once the fiscal year budget is approved for a unit, any changes to the HPPD will be brought forth to the Association through the Staffing Committee for discussion and determination of how to address the changes.

The Medical Center will make every effort not to pull, or float nurses if doing so would result in staffing below the staffing guidelines. However, the parties recognize and agree that in the event of unplanned, unanticipated absences such as call offs, intermittent leaves of absence, and situations that demand immediate action to ensure patient care, the Medical Center may

pull or float nurses in accordance with Article 33, Temporary Reassignments.

If there is an open LPN shift on the guidelines, RNs will be given the first opportunity to fill the open shift.

- d) Additionally, when possible, Nursing Leadership will not pull ancillary staff from a unit if a nurse stays beyond their scheduled shift to fill a vacancy on that unit.

**35.08.** The Medical Center and Association commit to the following process to address staffing questions or concerns raised by RNs:

- 1) If a nurse has concerns with their patient assignment, they shall take immediate action to notify the charge nurse who will evaluate the assignment and make changes if necessary.
- 2) Should the charge nurse require assistance with resolving the identified issue, the charge nurse will contact the Unit Manager, Shift Coordinator, or designee to further address the issue. Possible steps may include the following:
  - Assigning a float nurse.
  - Temporarily reassigning available, qualified staff from other units.
  - Seeking volunteers using an automated call/notification system.
  - Providing available ancillary resources.
- 3) Any consistent trends identified by nurses from a specific nursing unit related to their staffing assignment will be referred to the Unit Manager, Nursing Director, and/or Chief Nursing Officer for review.
- 4) Any questions or concerns regarding staffing will be reviewed and discussed at the next following Staffing Committee meeting.
- 5) Further, the parties agree that any dispute regarding the interpretation or application of this Article may be grieved up to and including Step 4 of the Grievance Procedure, but neither the Association nor any RN shall have the right to arbitrate any matter contained in this Article for one (1) year following the ratification of this Agreement. The parties also agree that before filing any grievance, the grievant shall first refer the matter to the Staffing Committee for consideration. In order to be timely filed, any grievance under this Article must be filed within the timelines set forth in the Grievance Procedure following a determination by the Staffing Committee that the matter cannot be resolved.
- 6) The parties agree that the utilization of this process will not impede or otherwise compromise the continuity of care provided to Medical Center patients.

#### **ARTICLE 36. Miscellaneous**

**36.01.** All employees must have their current address and telephone number on file with the Medical Center Human Resources Department so they can be reached. The

Employer may rely on the said addresses and telephone numbers in notifying employees as called for pursuant to the terms of this Agreement. The Employer will not be liable for any damages, pay or alleged violation of this Agreement in the event the Employer cannot contact an employee at the address or telephone number on file with the Employer.

- 36.02.** Unless waived in writing by the Medical Center, nurses desiring to resign employment must provide three (3) weeks' written notice and work as scheduled during this notice period to be eligible for reemployment or any benefits provided upon resignation.

Nurses who call off ill during the required notice period will not be eligible for reemployment and/or benefits provided upon resignation unless they submit a doctor's excuse documenting their illness.

- 36.03.** The Association recognizes that it is in the best interest of the Medical Center and all employees thereof for employees to recognize and comply with Medical Center policies and procedures as they are promulgated and/or amended from time-to-time. To this end, the Association and the Medical Center pledge their joint cooperation in supporting the Medical Center's policies and its efforts to have employees comply therewith.

- 36.04.** An employee will not engage in any employment which might interfere with their fitness for their regularly scheduled shifts at the Medical Center.

- 36.05.** No employee will discuss or disclose any confidential information concerning the Medical Center, its patients or its employees except as necessary and authorized by the Medical Center in the course of the employee's job duties.

- 36.06.** Employees will comply with any and all such customer service expectations, corporate compliance programs and codes of ethics as may be made applicable to them.

### **ARTICLE 37. Separability and Savings**

- 37.01.** If any article or section of this Agreement or of any supplement(s) thereto should be held invalid by operation of law or by final order of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplement(s) thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.

**37.02.** In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or the Association for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. The parties will not have access to Article 28 for disputes arising under this article but may submit such disputes through submission agreement to interest arbitration if mutually agreeable. Article 4 will not be affected hereby and will remain in full force and effect.

**ARTICLE 38. Duration**

**38.01.** This Agreement will become effective May 13, 2025 and will remain in effect up to and through May 12, 2028 (hereinafter, the “Expiration Date”). If either party desires to terminate or modify this Agreement, it must, at least ninety (90) days prior to the Expiration Date, give written notice of its desire to terminate or modify. If neither party gives timely written notice to terminate or modify this Agreement, this Agreement will continue in full force and effect from year-to-year thereafter, subject to termination by either party at a subsequent May 12 with at least ninety (90) days’ written notice prior to the Expiration Date of any subsequent year.

Signed and executed this \_\_\_\_\_ date of \_\_\_\_\_, 2025.

INDIANA REGIONAL  
MEDICAL CENTER

INDIANA REGISTERED NURSES  
ASSOCIATION/PASNAP –  
PENNSYLVANIA ASSOCIATION OF  
STAFF NURSES AND ALLIED  
PROFESSIONALS

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## **APPENDIX A – WAGES**

### IRMC Wage Schedule

STEP (Years of Experience Based)		1	2	3	4	5	6	7	8	9	10
Years		START	6 mos.	18 mos.	30 mos.	42 mos.	54 mos.	66 mos.	120 mos.	180 mos.	240 mos.
<b>Registered Nurse, Registered Nurse -72, Prep-Op Testing Facilitator</b>											
	3/2/25	\$32.76	\$33.60	\$34.66	\$35.88	\$37.18	\$38.38	\$39.85	\$40.36	\$40.87	\$41.59
	3/1/26	\$34.07	\$34.95	\$36.05	\$37.31	\$38.66	\$39.92	\$41.44	\$41.97	\$42.51	\$43.25
	2/27/28	\$35.43	\$36.35	\$37.49	\$38.80	\$40.21	\$41.51	\$43.10	\$43.65	\$44.21	\$44.98
<b>Charge Nurse (Permanent and Ad Hoc)</b>											
	3/2/25	\$35.51	\$36.35	\$37.41	\$38.63	\$39.93	\$41.13	\$42.60	\$43.11	\$43.62	\$44.34
	3/1/26	\$36.82	\$37.70	\$38.80	\$40.06	\$41.41	\$42.67	\$44.19	\$44.72	\$45.26	\$46.00
	2/27/28	\$38.18	\$39.10	\$40.24	\$41.55	\$42.96	\$44.26	\$45.85	\$46.40	\$46.96	\$47.73
<b>Weekend Program</b>											
	3/2/25	\$42.76	\$43.60	\$44.66	\$45.88	\$47.18	\$48.38	\$49.85	\$50.36	\$50.87	\$51.59
	3/1/26	\$44.07	\$44.95	\$46.05	\$47.31	\$48.66	\$49.92	\$51.44	\$51.97	\$52.51	\$53.25
	2/27/28	\$45.43	\$46.35	\$47.49	\$48.80	\$50.21	\$51.51	\$53.10	\$53.65	\$54.21	\$54.98
<b>Float Nurse</b>											
	3/2/25	\$48.59									
	3/1/26	\$50.25									
	2/27/28	\$51.98									
<b>CRNA</b>											
	3/2/25	\$130.00									
	3/1/26	\$135.20									
	2/27/28	\$140.61									
<b>EXEMPT - Perinatal Nurse Instructor, Care Manager, Diabetes Care Specialist, Joint Care Specialist, Wound Care Specialist, Professional Development Specialist, Oncology Nurse</b>											
	3/2/25	\$33.60	\$34.44	\$35.48	\$36.71	\$39.26	\$40.52	\$42.06	\$42.56	\$43.84	\$44.71
	3/1/26	\$34.95	\$35.82	\$36.90	\$38.18	\$40.83	\$42.14	\$43.74	\$44.27	\$45.59	\$46.50
	2/27/28	\$36.35	\$37.25	\$38.37	\$39.71	\$42.47	\$43.83	\$45.49	\$46.04	\$47.42	\$48.36

## **APPENDIX B – MEDICAL RATES**

Medical, Dental and Vision Bi-Weekly Contributions July 1, 2025 -June 30, 2026  
Subject to annual increases as per Article 22.04

<b>MEDICAL – 80/20 QHDHP</b>		
Employee Contribution/Premium	Wellness	Non-Wellness
Individual	\$43.83	\$65.75
Parent/Child (ren)	\$92.74	\$139.13
Husband/Wife	\$114.35	\$171.53
Family	\$120.99	\$181.48

<b>MEDICAL – 90/10 QHDHP</b>				
Employee Contribution/Premium	Wellness		Non-Wellness	
	Full Time	Part Time	Full Time	Part Time
Individual	\$69.20	\$69.20	\$93.91	\$93.91
Parent/Child (ren)	\$188.24	\$219.61	\$240.52	\$271.90
Husband/Wife	\$232.07	\$270.77	\$296.55	\$335.24
Family	\$235.69	\$274.97	\$301.15	\$340.44

<b>MEDICAL – PPO</b>				
Employee Contribution/Premium	Wellness		Non-Wellness	
	Full Time	Part Time	Full Time	Part Time
Individual	\$115.37	\$115.37	\$147.42	\$147.42
Parent/Child (ren)	\$299.05	\$353.42	\$367.03	\$421.39
Husband/Wife	\$367.39	\$434.19	\$450.89	\$517.69
Family	\$388.38	\$458.99	\$479.65	\$547.26

<b>DENTAL</b>		
Employee Contribution/Premium	Basic Option	Enhanced Option
Individual	\$0.00	\$3.75
Family	\$10.53	\$18.94

<b>VISION</b>		
Employee Contribution/Premium	Basic Option	Enhanced Option
Individual	\$0.00	\$1.47
Parent/Child (ren)	\$1.89	\$4.39
Husband/Wife	\$3.23	\$6.49
Family	\$6.46	\$11.59

## APPENDIX C – MEMBERSHIP CARD



### *Pennsylvania Association of Staff Nurses & Allied Professionals*

Name \_\_\_\_\_ Date \_\_\_\_\_ Date of Hire \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Cell Phone\* \_\_\_\_\_ Land Line \_\_\_\_\_ Personal Email \_\_\_\_\_  
Job Title \_\_\_\_\_ Full/Part-Time/Per Diem \_\_\_\_\_ Unit/Department \_\_\_\_\_ Shift \_\_\_\_\_

I choose to become a member of the *Pennsylvania Association of Staff Nurses and Allied Professionals*, \_\_\_\_\_ (*local union name*), and agree to remain a member in good standing by periodically tendering my dues, in the amount determined by the union, and by supporting the goals of the association to promote respect for our profession, decent working conditions, and effective patient advocacy. I hereby authorize \_\_\_\_\_ (*employer*) to deduct the appropriate dues and assessments from my paycheck in accordance with the collective bargaining agreement. This authorization and assignment shall be irrevocable for a period of one (1) year, or until the termination of the agreement between the employer and the union, whichever occurs sooner; and I agree and direct that this authorization and assignment shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year for the period of such succeeding applicable collective bargaining agreement between the employer and the union, whichever shall be shorter, unless such written notice is given by me to the employer and the union not more than forty-five (45) days and not less than thirty (30) days prior to the annual anniversary date of this authorization, or such applicable agreement between the employer and the union, whichever occurs sooner.

Signature \_\_\_\_\_ Date \_\_\_\_\_

*\*By providing my cell phone number, I consent to receive calls (including recorded or autodialed calls, or texts) at that number from PASNAP on any subject matter. My carrier's normal rates may apply. I can modify these preferences by calling (610) 567-2907.*

#### Political Action Committee (PAC) Authorization:

**Yes!** I want to support politicians who support working families and our mission as a union to improve patient care and working conditions for all workers. I hereby authorize my employer to withhold the indicated amount per pay period to forward to PASNAP as a contribution to the PASNAP Political Action Committee ("PASNAP PAC").

☐ \$20   ☐ \$15   ☐ \$10   ☐ \$5

First Name	Last Name	Signature	Date
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I make this authorization voluntarily with the understanding that: 1) I am not required to sign this form or make voluntary contributions to PASNAP PAC as a condition of my employment or membership in the union; 2) I may refuse to contribute without reprisal; 3) Under law, only union members and executive/administrative staff who are U.S. Citizens or lawful permanent residents are eligible to contribute to PAC; 4) The contribution amounts on this form are merely suggestions, and I may contribute more or less by this or other means without fear of favor or disadvantage from PASNAP or my employer; 5) PASNAP PAC uses the money it receives for political purposes – including, but not limited to, making contributions to and expenditures on behalf of candidates for federal, state, and local offices – and addressing political issues of public importance. This authorization shall remain in effect until revoked by me in writing via U.S. mail to PASNAP.

Contributions or gifts to PASNAP PAC are not tax deductible as charitable contributions.

White Copy: Employer

Pink Copy: PASNAP