Collective Bargaining Agreement

Between

Armstrong County Memorial Hospital (ACMH)

and

ACMH Techs & LPNs of PASNAP (Pennsylvania Association of Staff Nurses and Allied Professionals)

EFFECTIVE
September 25, 2025 to July 7, 2028

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ARTICLE 1
PURPOSE

1.1 It is the intent and purpose of these parties to promote and improve the quality of care and treatment of the patients and to set forth herein the basic agreement covering wages, hours of work, and conditions of employment to be observed between the parties hereto and to provide a procedure for prompt, equitable adjustment of alleged grievances to the end that there shall be no other interference with the operation of the Hospital during the term of this Agreement.

1.2 Each of the parties hereto acknowledges the rights and responsibilities of the other and agrees to discharge its responsibilities under this Agreement. The Pennsylvania Association of Staff Nurses & Allied Professionals ("Association") (including its officers and representatives at all levels) and all Bargaining Unit Members are bound to observe the provisions of this Agreement. The Armstrong County Memorial Hospital ("Hospital) (including its officers and representatives at all levels) is bound to observe the provisions of this Agreement.

ARTICLE 2
NO DISCRIMINATION

2.1 The Hospital and the Association agree that they will not, nor will either individually, discriminate against any Bargaining Unit Employee or applicant, because of race, color, religion, sex, national origin, disability, age, or for exercising any rights protected under Section 7 of the National Labor Relations Act.

2.2 The Hospital and the Association agree to comply with the provisions of the Americans with Disabilities Act ("ADA"). In addition, the Hospital and the Association agree to meet to attempt to amicably resolve possible conflicts between the ADA, the National Labor Relations Act, and this Agreement, and make accommodations as required by the ADA or similar requirements under the laws of the Commonwealth of Pennsylvania.

ARTICLE 3
RECOGNITION

3.1 The Hospital recognizes the Association as the exclusive collective bargaining representative of all the employees in those positions set forth in the Certification of Representative issued by the National Labor Relations Board at Case 06-RC-128796, as well as the histology technician position.

3.2 This section shall exclude office clerical employees, guards, professional employees, supervisors as defined by the Act, nurses, non-professionals, skilled maintenance, temporary employees, and agency employees from the bargaining unit.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 The functions and responsibilities of management are retained and vested exclusively in the Hospital. The rights reserved to the Hospital include all matters of inherent managerial policy, plus those necessitated by the unique nature of the Hospital's operations. In the exercise of these rights, the Hospital agrees that it will not violate the specific provisions of this Agreement.

4.2 Except as otherwise restricted by this Agreement, the Hospital reserves the right to establish, revise and administer policies and procedures, training programs and services; to direct the workforce; to hire, promote, evaluate, transfer, furlough and recall Bargaining Unit Members to work; to reprimand, suspend, discharge, or otherwise discipline Bargaining Unit Members for just cause; to determine the number of Bargaining Unit Members, their hours of work and duties to be performed by them; to establish, expand, reduce, or eliminate any job, operation, unit or service provided the Hospital gives reasonable notice to the Association; to designate positions as full-time or part-time; to establish and to post schedules of work and to revise them as reasonably necessary; to determine the location of its service operations; to introduce new equipment and supplies; to control and regulate the use of facilities, supplies, equipment and other property of the Hospital; to subcontract work which has been subcontracted before or which can be performed more economically by a subcontractor than by bargaining unit Members; to control the assignment of work, and the size and composition of the workforce; to determine the qualifications of an

individual to perform available work; to make or change reasonable Hospital rules, regulations, policies and practices, provided the Hospital gives reasonable advance notice (of at least 30 days where practical) to the Association; to determine the work shifts; to establish or change standards; to establish or change wages in accordance with the provisions of this Agreement; and otherwise to help the Hospital attain and maintain full operating efficiency and effectiveness, and to ensure that the parties promote the highest quality patient care and treatment possible.

4.3 The management rights set forth in this Article are by way of example, and not by way of limitation. Such rights are specifically not limited by existing or prior practices or any side agreements which existed prior to this Agreement and are not incorporated herein.

ARTICLE 5
ASSOCIATION MEMBERSHIP AND CHECK-OFF

5.1 Membership in the Association shall not be a requirement for employment. Employees shall have the right to be a member of the Association or a Fair Share Fee Payer.

As a condition of continued employment, each employee on the active payroll as of the effective date of this Agreement shall, on the 30th day following the effective date of this Agreement, become and remain either a member of the Association or a Fair Share Fee Payer.

5.2 As a condition of continued employment, each employee on the active payroll hired after the effective date of this Agreement shall, no later than the 30th day following the beginning of such employment, become and remain either a member of the Association or a Fair Share Fee Payer.

5.3 This Agreement shall apply with equal force and effect to employees certified and recognized in this Agreement above regardless of whether those employees are Association members or Fair Share Fee Payers.

5.4 During the term of this Agreement, the Hospital shall, on the basis of individually signed voluntary lawful check-off authorization cards, deduct either monthly Association dues or monthly Fair Share Fee amounts from each paycheck covering the first pay period of each

month. The amount of Fair Share Fee shall be provided to the Hospital by the Association. If an employee is non-compliant with his/her obligation as specified in this Agreement, the Hospital will formally notify the employee of the consequences of noncompliance within sixty (60) days of receipt of notification from the Association. The hospital will remit such payments monthly to the union together with a list of all employees from whom deductions have been made, a listing of the deduction made from each employee, and the employee's gross wages. The report of dues deductions shall be provided electronically in a spreadsheet format.

5.5 The Association president or designee will be allowed to meet with new employees in the bargaining unit at the conclusion of the hiring or orientation process for thirty (30) minutes for the purpose of informing them about where to find out further information regarding Association membership. The Hospital agrees the new employees' names, the names of terminated employees, and the names of current employees leaving for and returning from FMLA leave or other leaves of absence, shall be given to the local Association president and grievance chair each month.

5.6 In cases of earnings insufficient to cover deductions of dues or fair share fees, the dues or fees shall be deducted from the next pay in which there are sufficient earnings or a double deduction may be made from the first pay of the following pay period; provided, however, that the accumulation of dues shall be limited to two (2) months. The Association shall be provided with a list of those employees for whom a double deduction has been made.

5.7 The Hospital shall be relieved from making such deductions for membership dues or fair share fees upon (a) termination of employment, (b) revocation of the authorization, or (c) when the employee fails to earn enough money to pay for the dues or fees.

5.8 The Association shall indemnify and hold the Hospital harmless from and against any and all claims, demands, suits, or other forms of liability of any nature whatsoever that shall arise out of or by reason of any action or other form of compliance taken or not taken by the Hospital for the purpose of complying with any of the provisions of this Article or in reliance on a list, notice, or assignment furnished hereunder.

5.9 Political Action Check-Off. The Hospital agrees to enable voluntary contributions to the PASNAP-PAC political advocacy fund through a payroll check-off provision. Upon receiving the check-off authorization, the Hospital shall deduct such funds each payroll period and forward such to PASNAP once per month along with a list of contributors. The amount to be deducted must be designated by the Bargaining Unit Member and be uniform from pay period to pay period and once made, must remain in effect through the last pay period of that calendar year. The deductions will continue in and through the next calendar year unless the Hospital is provided with a written notice of revocation prior to December 31.

ARTICLE 6
VISITATION, PATIENT PRIVACY AND BULLETIN BOARDS

6.1 Upon notice and agreement from the Vice President of Human Resources or his/her designated representative, a non-employee Association Representative shall have access to the Hospital for the purpose of conferring with the Hospital's officials, grievance persons or employees concerning the administration of this Agreement. It is expressly understood that such meetings will not be held during Hospital work time unless mutually agreed to by the parties. It is also understood and agreed that these meetings will not take place in any patient care or other work areas and shall not interfere with patient care, treatment, education or the orderly operation of the Hospital. It is understood that such access may be denied unless notice is given and agreement requested at least one (1) day in advance of the actual visit.

6.2 Due to the unique relationship between the Hospital, its Bargaining Unit Members, and its patients and former patients, the Association agrees that it will not discuss any labor relations issues or grievances with patients, former patients, their families or their legal representatives without the joint participation of the Vice President of Human Resources or his/her designated representative. In the event that any joint discussion with a patient, former patient, their families or legal representatives is held, only the full-time Association Staff representative will represent the Association. Prior to such meeting, the Association Staff Representative will meet with the Vice President of Human Resources or his/her designee to discuss the questions to be posed by the Association Staff Representative during the interview with the patient, former patient, family member or legal representative. The subject matter

of those questions will be the only subjects the Association Staff Representative will discuss in the interview.

6.3 The Hospital shall provide the Association designated bulletin boards in the following locations, which bulletin boards will be shared with other labor organizations:

1. Laboratory Hall
2. Acute Rehab Lounge
3. Basement by Elevator 5
4. Secure doorway leading into Labor and Delivery
5. Oncology Hallway

The Hospital will post for the Association notices of Association elections, meetings and social events as well as the names of Association officials and delegates. Such notices may also be posted in employee changing rooms. All such notices must be signed by an Association representative and by the Hospital. Any notice that is not properly signed will not be posted, Association notices shall contain nothing political, controversial or adversely reflecting upon the Hospital. Such notices will remain posted for no more than thirty (30) days. The Association agrees that the Bargaining Unit Members are not permitted to use the Hospital e-mail server for Association matters.

6.4 The Hospital will provide up to ten (10) Association days off without pay each year to be utilized by the Association officers, unit representatives and/or grievants/witnesses for the conduct of legitimate Association business. Requests for Association days should be made with as much advance notice as possible under the circumstances. Every attempt will be made to grant Association officers, unit representatives, and/or grievants/witnesses days off without pay for Association business, such as state executive board meetings and trainings, and for the conduct of legitimate Association business, consistent with maintaining patient care on the affected units. Said Bargaining Unit Members shall have the option of using benefit time for time lost. Requests for Association days should be made with as much advance notice as possible under the circumstances. Every attempt will be made to schedule off the members of the Association Negotiating Committee for attendance at joint

negotiating meetings with the Hospital, consistent with maintaining patient care on the affected units. Members of the Negotiating Committee shall have the option of using benefit time for time lost in attendance at joint negotiating meetings with the Hospital.

6.5 No more than one (1) employee at a time shall be entitled to take up to six (6) months leave of absence in order to work on behalf of the Union.

ARTICLE 7
NO STRIKE OR LOCKOUT

7.1 There shall be no strikes or cessation of work by the Bargaining Unit Members, or lockouts by the Hospital during the term of this Agreement.

7.2 During the term of this Agreement, neither the Association nor its agents or representatives, nor any Bargaining Unit Member, individually or collectively, shall call, sanction, or participate in any strike, work stoppage, sit-down, slow-down or any refusal to enter the Hospital's premises or any other interference with the Hospital's services or operations, whether primary, secondary or sympathetic in nature, or any picketing activity which affects the movement or transportation of persons or goods to or from the Hospital's premises.

7.3 The prohibitions of the preceding paragraph shall apply whether or not: (a) the dispute giving rise to the prohibited conduct is subject to any dispute resolution 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.

7.4 In the event of activity prohibited by this Article, the Association shall immediately notify its members involved that such activity is prohibited by this Agreement, not authorized or condoned by the Association, and that such activity should cease and desist immediately.

7.5 Any Bargaining Unit Member who participates in any activity prohibited by this Article may be subject to immediate discharge with the understanding that a Bargaining Unit Member discharged for violation of

this Article will have the right to file a grievance for the limited purpose of deciding whether he/she engaged in the prohibited conduct. If the arbitrator concludes that the Bargaining Unit Member participated in any way in prohibited conduct, the arbitrator will uphold the Hospital's disciplinary decision.

ARTICLE 8
PROBATIONARY BARGAINING UNIT MEMBERS

8.1 Newly hired full-time and regular part-time Bargaining Unit Members shall serve a probationary period of ninety (90) calendar days. The probationary period may be extended at the discretion of the Hospital for up to an additional ninety (90) calendar days. During this period, probationary Bargaining Unit Members shall not be entitled to any seniority rights but fringe benefits to which the employee may be entitled will begin at thirty (30) calendar days after employment. Any discharge or disciplinary action taken by the Hospital during a Bargaining Unit Member's probationary period shall not be subject to the grievance/arbitration procedure; however, it is understood an employee still on probationary status will be bound by the Association security language as specified in Article 5.

ARTICLE 9
EMPLOYEE STATUS

9.1 A full-time Bargaining Unit Member is a Bargaining Unit Member who fills a designated full-time position, with a fractional FTE point status of 1.0 or 0.9.

9.2 Employee status will not be changed unless the employee bids on a position with a different FTE status than theirs, or in the event of a reduction in force.

9.3 Part-time Bargaining Unit Member is a Bargaining Unit Member who fills a designated part-time position with a fractional FTE status 0.8 or less. Upon the effective date of this Agreement, current part-time Bargaining Unit Members will specify in writing a factional FTE point scheduling preference. The Hospital will make every effort to award the desired fractional FTE point scheduling preference to each Bargaining Unit Member based on the staffing needs of each unit. Where a dispute concerning a Bargaining Unit Member's desired FTE status arises, the

Hospital will first attempt to resolve the dispute in a manner consistent with how the Bargaining Unit member or Bargaining Unit Members have historically been scheduled, and then will resolve any remaining issues on the basis of seniority if the dispute involves more than one Bargaining Unit Member. Part-time Bargaining Unit Members will afterwards be scheduled in accordance with that fractional FTE point specification.

9.4 Bargaining Unit Members will not be scheduled to work above or below their FTE status except by mutual agreement between the Hospital and the Bargaining Unit Member for the purposes of picking up extra shifts or temporarily to cover a Leave of Absence or other non-permanent shortage of staff.

9.5 Part-time and full-time Bargaining unit Members will be hired into part-time and full-time positions with a specified fractional FTE point scheduling assignment. Part-time and full-time positions will be bid and posted with specified fractional FTE point scheduling assignments.

9.6 For the purposes of picking up extra shifts, Bargaining Unit Members may volunteer for said shifts after a needs list it posted.

9.7 A casual Bargaining Unit Member is an employee hired to work on an as needed basis without a regular work schedule. Casual employees may be requested to work as needed, but have no expectation or "right" to be called at any time, and shall be offered work after all full-time and part-time workers have been offered work on an equitable basis. A Bargaining Unit Member working on a casual basis will accumulate seniority pro rata which will be used once the Bargaining Unit Member is selected for a full-time or part-time position. A casual Bargaining Unit Member will be expected, based on unit needs, to work the equivalent of one (1) full weekend per month, one (1) major holiday (Fourth of July, Thanksgiving, Christmas or New Year's) and will show availability for other work days in writing to the department manager/supervisor on a monthly basis. In the event of a reduction in work force, casual employees will be laid-off or reduced in hours before full-time and part-time Bargaining Unit Members. If a casual vacancy does not exist in a classification, the Hospital shall allow full time and part time bargaining unit members the ability to reduce to casual status upon written request. Such casual status shall be permanent and the employee waives any right to bid to another position unless mutually agreed to by the Hospital.

9.8 Temporary Employee performing bargaining unit work is an employee who is hired on either a full-time or part-time basis for a limited duration, not to exceed 120-workingdays, such as for a summer or to replace a Bargaining Unit Member on temporary leave. Temporary Employees are not included in the bargaining unit, do not accumulate seniority for any purpose, and are not eligible for any fringe benefits or other rights under this Agreement. Temporary employees will be laid-off or reduced in hours before bargaining unit employees, unless there are no bargaining unit employees reasonably qualified to perform the work for which they have been hired. Temporary employees shall not be used to displace bargaining unit employees from their regular schedule, shift or unit assignment unless the affected bargaining unit employee does not object to such utilization.

9.9 Nothing in this Article will be a guarantee of hours.

ARTICLE 10
HOURS OF WORK, OVERTIME AND PAYDAY

10.1 Article defines the normal hours of work and the basis for calculation of overtime and shall not be construed as a guarantee of hours of work per day or per week.

10.2 The normal pay period shall extend for two (2) workweeks. The workweek shall be a period of seven (7) consecutive days beginning at 12:00:01 a.m. on Sunday and ending at midnight on Saturday. There shall be a regular payday once every two (2) weeks, usually on Thursday. The workday is defined as the twenty-four (24)-hour period beginning at 12:00:01 a.m. and ending twenty-four (24) hours later. Weekends are defined as starting on Saturday at 7:00 a.m. and continuing until Monday at 7:00 a.m.

10.3 Positions consisting of shifts other than eight (8) hour shifts shall be posted for bid and filled on the basis of seniority. The parties agree that the Hospital will make every reasonable effort to offer and maintain such shifts in each unit based on the needs of the unit determined by management and the availability of Bargaining Unit Members to fill all such positions.

10.4 Overtime shall normally be paid at a rate of time and one-half (1.5) after forty (40) hours worked in any workweek, or for any hours

worked beyond the scheduled shift as long as the shift is eight (8) hours or more. “Hours worked” includes any vacation time scheduled during the workweek. New Year’s, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas are also counted as hours worked for the purpose of overtime. “Scheduled shift” shall be defined as the shift listed in the work schedule posted pursuant to Section 10.10 of this Article, and any change mutually agreed upon prior to the day of the hours being worked. Voluntary overtime within a department will be distributed as equally as possible among Bargaining Unit Members desiring such overtime. All overtime must be authorized in advance by a supervisor in the Bargaining Unit Member’s department or unit, unless an emergency arises.

10.5 Nothing contained herein shall be construed to require overtime pay more than once for the same hours worked, or pyramiding of overtime or premium pay of any kind.

10.6 All employees who work four (4) hours or more per shift shall be entitled and required to take a one-half *(1/2)* hour uninterrupted, unpaid lunch period during each scheduled shift. Employees who are scheduled for shifts that do not include a lunch break (for example, an 8 hour, 10 hour or 12 hour shift, as opposed to an 8.5 hour, 10.5 hour or 12.5 hour shift) are not required to take a lunch break. No employee may forego their one-half (1/2) hour lunch period without supervisor approval unless patient care or the needs of the unit require that he/she do so. An employee who is scheduled to work a double shift may elect to take only one thirty (30) minute unpaid lunch break with supervisory approval.

10.7 In addition to an unpaid lunch period, Bargaining Unit Members will be given reasonable break periods during the workday, as the work allows. When such breaks shall be given, they shall be no less than 15 minutes for every four hours. Management shall make reasonable efforts to assure adequate coverage for breaks.

10.8 In the event the Hospital calls in a Bargaining Unit Member for unscheduled work and the Bargaining Unit Member reports to work, the Hospital agrees to provide work and pay the Bargaining Unit Member for working a minimum of two (2) hours.

10.09 Bargaining Unit Members may be required as a condition of employment to be on-call. Bargaining Unit Members must accept their

fair and proportionate share of on-call assignments. Those Bargaining Unit Members who are on-call and "engaged to wait" will be paid their regular rate while on duty, on site. Those Bargaining Unit Members who are on-call and "waiting to be engaged" will be paid $3.75 for each hour that they are required to be on-call and available to respond to a call. If the on-call Bargaining Unit Member responds to a call, he/she will be paid time and one-half *(1/2)* the regular rate of pay for all hours worked, with a guarantee of a minimum of two (2) hours of work provided. In the event the Bargaining Unit Member completes the call work assignment in less than two (2) hours, he/she may elect to leave with the permission of the supervisor and be paid a minimum of two (2) hours pay. If a department is not fully staffed (as evidenced by a posted vacancy) requiring Bargaining Unit members to take call above what should normally be required, the member shall be paid $4.75 for each hour that they are required to be on-call for such additional call. If a member is workload adjusted during their shift, the member will not be placed on-call until the end of their regularly scheduled shift.

10.10 Scheduling Procedures:

a. The schedule will be prepared by scheduling all regular full-time and part-time staff, followed by casual staff based on availability.

Requests and Trades

b. All requests for specific scheduling are to be submitted two (2) weeks before the posting of the schedule. Scheduling requests will be limited to five (5) per schedule. The requests can be consecutive, but each day counts as a request. A draft schedule for a unit may be submitted to the manager as a group request. Every effort will be made to grant all scheduling requests, including vacation, personal day requests. Copies of all requests will be made reasonably available to the employees on each unit. Requests off that follow a pattern (such as requesting every Friday or Monday off) may be subject to denial in accordance with operational needs. Schedules must be balanced. Requests that would create an unbalanced schedule may be subject to denial in accordance with operational needs.

c. When requesting a vacation or a personal day, after the posting of the department/unit schedule, the Bargaining Unit Member will be responsible for finding a replacement for his/her scheduled shift.

Bargaining Unit Members may trade shifts at any time with any other qualified Bargaining Unit Member (full-time, regular part-time, temporary or casual) or otherwise arrange for coverage of their assigned work shift, provided: 1) the change in assignment is properly documented on the appropriate form; 2) the individual who covers the work shift is properly trained for the assignment; and 3) the coverage may not result in additional overtime or premium pay. Employees will not be responsible for finding a replacement when reporting off sick, or when a family emergency necessitates the change. Additionally, where staffing levels permit, a manager/supervisor may allow a Bargaining Unit Member to utilize a vacation or personal day after the posting of a schedule, without finding a replacement.

Shifts and Off Shift Scheduling

d. The Hospital will not schedule a Bargaining Unit Member more than six (6) consecutive days and/or forty-eight (48) consecutive hours during any time period unless by mutual agreement. The Hospital will not schedule shifts less than ten (10) hours apart unless by mutual agreement. No employee will be scheduled for double shifts without mutual consent of the Hospital and the Bargaining Unit Member. The Hospital will make its best effort not to schedule Bargaining Unit Members for noon, evening, or night shifts on the day before a requested vacation of three (3) days or more.

In the event that an employee is scheduled for a double-back, the employee will be eligible for time and one-half (1.5x) pay for the first four hours of the next shift if they meet the following requirements:

1. The double-back cannot be requested by the employee
2. Not eligible if they have any call off occurrences during the pay period
3. Not eligible if any greater incentive is in place
4. The employee working the double back may voluntarily be canceled the next day, for the first 4 hours, if cancellation is needed.

e. The Hospital will not schedule more than two (2) different shifts in any two (2) week period unless mutually agreed otherwise. By mutual

agreement between the Hospital and the Bargaining Unit Member, Bargaining Unit Members may be scheduled a third shift during a two (2) week period. Every attempt will be made to accommodate Bargaining Unit Members requesting off shift scheduling as a preference, however, the Hospital reserves the right to schedule employees who are regularly scheduled on off-shifts on other shifts for the purposes of orientation and training. Excused absence/voluntary workload adjustment requests will be granted in order of rotating seniority of bargaining unit members within a service line, without regard for any benefit time.

Weekend

f. A yearly weekend rotation schedule will be posted, after considering weekend preferences. It is understood that the posted yearly weekend rotation is a guideline only, which is subject to change due to factors which affect staff availability. Changes to the weekend rotation shall be done in an equitable manner that is least disruptive to employees. For example, if an employee is either newly hired or on leave, the extra shifts off or extra shifts required will be distributed equitably among the available employees rather than changing the entire rotation.

The Hospital will make its best efforts to ensure all Bargaining Unit Members are scheduled at least every other weekend off. Prior to scheduling a Bargaining Unit Member in a pattern that would differ from every other weekend off, the Unit Manager will attempt to obtain volunteers first, and then discuss such scheduling differences with the Bargaining Unit Member in question prior to effectuating the schedule. When a Bargaining Unit Member is shared between two (2) units, there will be an equitable distribution of weekend shifts between the affected units.

When a resignation or leave of absence results in an open weekend shift in the weekend rotation or an opening on any on-call shift, such open shift(s) shall be filled in the following manner:

1. The use of a needs list to volunteer for the open shift, with preference given not to create overtime;

2. If no qualified bargaining unit member volunteers for the open shift(s), the shift will be assigned on a rotational basis, consistent

with article 10.11, Mandatory Overtime. The supervisor will give at least five (5) days, when possible, advanced notice if the employee is to be assigned, to arrange child care, etc.

3. Employees on leave will not be responsible for picking up extra assigned shifts upon their return to work.

4. Employees with scheduled vacation will not be assigned a weekend shift before or after their vacation.

5. When an employee volunteers for a shift, this counts as their "turn" for assignment. A grid shall be posted, from January 1 through December 31 each year, by the schedule with the dates by each employee's name who volunteered for the extra weekend shift.

6. When new employees are hired, they will fill the vacant weekend rotation shifts, by being placed in the vacant slots, and any voluntary needs list offers will be nullified.

Posting and Changes

g. Department managers will post the Bargaining Unit Member work schedule twenty (20) days in advance of the first day of work on the schedule, unless an emergency arises. Schedules will cover a duration of four (4) weeks.

h. Any schedule change occurring after the schedule is posted shall first be reasonably and equitably made available to employees on a volunteer or mutual agreement basis. Thereafter, the Hospital will not change the schedule unless a bona fide emergency arises. Once an extra shift that would lead to overtime has been accepted, that employee's schedule shall not be changed (not including workload adjustment under Section 10.12) to avoid payment of overtime as a result of that shift.

i. Open shifts shall be posted at the same time the schedule is posted and all interested employees may express an interest in the open shifts. Employees may sign up for an open shift any time before the date of the shift.

Fairness and Equitability

j. Scheduling shall be done in a fair and equitable manner. If any employee believes they have been scheduled in a manner that is not equitable and fair, they shall first raise the issue with their manager. If the issue is not resolved, they shall have the right to file a grievance, in accordance with Article 14, Grievance/Arbitration Procedure.

Scheduling requests will be given weight in the following order:

1. Vacation requests;

2. Personal day requests;

3. Vacation and personal requests made after the circulation of the vacation calendar in the order received;

4. Requests that do not involve benefit time.

k. The Hospital shall notify the Union prior to implementation of a change in a scheduling pattern and offer an opportunity to meet and discuss with the Union.

When there is a call-off or a hole in the schedule, the Hospital will make every effort to fill the hole where needed. Actions shall include, but are not limited to the following:

1. Utilize casual staff;

2. Contact all qualified staff for voluntary extra shifts or overtime, consistent with the Agreement;

3. Mandation of existing staff, consistent with the Agreement and Act 102;

4. Financial incentives or the use of agency personnel will be considered where appropriate; and

5. Management taking an assignment

10.11 Mandatory Overtime

a. The Hospital will make all reasonable efforts to recruit for and staff the Hospital to meet projected patient census levels; however, the parties recognize that unpredicted and sudden increases and decreases in

such levels can affect everyone's best efforts. As a result, mandatory overtime may need to be utilized as a last resort due to unexpected emergency situations in order to ensure the health and safety of patients and employees. The Hospital will comply with Act 102, as may be amended from time to time, and the parties agree that there will be no mandatory overtime assigned that is in conflict with Act 102 or any applicable regulations. Act 102 currently defines Unforeseeable Emergent Circumstances to include any of the following:

1. An unforeseeable declared national, state or municipal emergency.

2. A highly unusual or extraordinary event which is unpredictable or unavoidable and which substantially affects the provision of needed health care services or increases the need for health care services. This paragraph includes:

    a. an act of terrorism;

    b. a natural disaster; and

    c. a widespread disease outbreak.

3. Unexpected absences, discovered at or before the commencement of a scheduled shift, which could not be prudently planned for by an employer and which would significantly affect patient safety.

b. In order to avoid mandatory overtime, the Hospital will take as many of the following steps as needed and as possible under the circumstances:

1. The Hospital will first seek to obtain volunteers for the overtime in accordance with the provisions of the Agreement by calling all employees, first from the unit where the need occurs and then from other units in the Hospital where qualified employees work.

2. The Hospital will attempt to reassign qualified staff available in another area outside the unit, in accordance with the provisions of the Agreement.

3. The Hospital will make a significant effort to redistribute the workload later in the schedule to see if the need can be filled through redistribution/readjustment or trading of scheduled shifts, with mutual agreement of the employees involved, and in accordance with the provisions of the Agreement.

4. The Hospital will discuss all alternatives including but not limited to adding aides or other qualified staff for additional help, limiting/changing patient transfers in order to minimize patient load in the affected area, rescheduling or cancelling non-critical procedures or tests, having supervisors work or assist, etc.

c. If such a need still exists after taking the above steps, and the reason for mandating is allowable as defined by Act 102's Unforeseeable Emergent Circumstances, mandatory overtime will be assigned on a rotational basis among the Bargaining Unit Members working the current shift to the Bargaining Unit Member who has been mandated least recently, or if all have been mandated equally, using reverse bargaining unit seniority. Mandatory overtime shall not be used as a routine staffing method and will only be assigned after all alternative methods have been attempted, and, unless no Bargaining Unit Member on the home/Department unit is available to work the overtime, only on the home/department unit to which the Bargaining Unit Member is assigned. Any mandatory overtime shall be documented on a department mandation log which includes all steps taken to avoid mandation and such documentation will be available for review. Mandatory overtime shall be limited to a maximum of sixteen (16) hours per mandation. Every Bargaining Unit Member will have the right to refuse a mandatory assignment two (2) times every six (6) months unless all alternative methods have been attempted and their refusal would jeopardize patient safety.

10.12 Workload Adjustment

a. Bargaining unit members may request a voluntary workload adjustment. Such requests will be in writing. LPNs will continue current practice. Such requests will be granted on the requested day by rotating seniority within a unit. Bargaining unit members may use benefit time at their discretion. For purposes of workload adjustment due to low volume

and acuity, all Bargaining Unit Members will be cancelled within service lines on a rotational basis in the following order:

1. The Hospital will first offer voluntary work load adjustment on a rotational basis, assuming the remaining bargaining unit members are qualified to perform the work that remains available. Benefit time may be utilized at the bargaining unit member's discretion.

2. If the affected service line continues to be overstaffed, and there is an employee who is cross-trained who is scheduled in that unit, volunteers will be sought from the cross-trained employee's home unit. If there are no volunteers, the unit with the smallest percentage of work load adjusted hours in the current scheduling period (not including casual employees) shall absorb the work load adjustment pursuant to the remainder of this article, assuming the remaining bargaining unit members are qualified to perform the work that remains available.

3. If the affected service line continues to be overstaffed, the Hospital will then workload adjust all temporary Bargaining Unit Members.

4. If the affected service line continues to be overstaffed, the Hospital will then workload adjust any Bargaining Unit Member who is working an extra shift, assuming the remaining Bargaining Unit Members are qualified to perform the work that remains available. An extra shift is defined as a shift that is not scheduled as part of the Bargaining Unit Member's regular FTE status, regardless of whether or not that particular shift results in the Bargaining Unit Member working over their FTE status.

5. If the affected service line continues to be overstaffed, the Hospital will then workload adjust casual Bargaining Unit Members before part-time Bargaining Unit Members or full-time Bargaining Unit Members, assuming the remaining Bargaining Unit Members are qualified to perform the work that remains available. The Hospital will then workload adjust the part-time or full-time Bargaining Unit Member working in the affected service line that has been workload adjusted the least number of hours in the previous three scheduling periods, assuming the

remaining Bargaining Unit Members are qualified to perform the work that remains available. This rotation will reset for COTAs and PTAs every 3 pay periods (6 weeks). If all Bargaining Unit Members have been cancelled equally recently, cancellation will be determined using inverse Hospital seniority.

6. Before mandatory workload adjustment is implemented, bargaining unit members who are qualified but not cross-trained shall be offered the opportunity to fill a need in another service line in a position he/she is qualified to perform. Bargaining unit members who are cross-trained will not be cancelled if there is an open shift available in a unit where they are cross-trained.

7. Any mandatory education that needs to be performed shall be completed before mandatory workload adjustment is implemented provided the employee is on their scheduled shift.

A record will be kept and posted with the schedule documenting the cancellation of bargaining unit members. The Hospital and the Association agree to meet quarterly to discuss scheduling and staffing practices to reduce workload adjustment.

b. LPNs will be cancelled using the process described above with the following exception: where an LPN is cross-trained to multiple units and is the LPN to be cancelled from his/her home unit, if there is another LPN that has been cancelled less recently working on one of the units that the LPN to be cancelled has been cross-trained to, then the LPN who has been cancelled least recently will be the LPN cancelled, assuming the remaining Bargaining Unit Members are qualified to perform the work that remains available.

c. When an error by Management occurs in the cancellation of hours, the Bargaining Unit Member who should have worked the hours will be made whole. The cancelled hours will be treated as hours worked for purposes of calculating benefit costs, etc. In units where staffing decisions are made by staff Bargaining Unit Members, those Bargaining Unit Members are expected to confirm the accuracy of cancellation decisions with a manager or supervisor before making calls to cancel. In the event a manager or supervisor is not available to confirm the accuracy of the cancellation decision, staff will page the manager or supervisor via the Hospital switchboard and the attempt to contact the

manager or supervisor will be verified by the Hospital switchboard log. In cases where the cancellation error has been communicated by a staff Bargaining Unit Member without prior confirmation by a manager or supervisor, the manager will offer to reschedule the hours lost, but lost hours will not be paid. In the event a manager or supervisor is unable to be reached, the cancellation error will be treated as an error by management.

d. If a Bargaining Unit Member is to be cancelled prior the start of his/her shift, the Hospital will attempt to give the Bargaining Unit Member as much notice as possible, and will notify said Bargaining Unit Member a minimum of two (2) hours before the start of his/her shift. If a Bargaining Unit Member is cancelled with less than two (2) hours' notice prior to the start of his/her shift, or if the Bargaining Unit Member reports to work and is cancelled in the first two (2) hours of his/her shift, he/she will be paid for two (2) hours of work and said hours will be treated as hours worked for all intents and purposes.

e. If a Bargaining Unit Member is cancelled for hours at the beginning of his/her shift, resulting in all practical purposes in a later start time for the shift, the Bargaining Unit Member will not be cancelled for any further hours in that same shift.

f. The Hospital will notify bargaining unit members when alterations in patient scheduling are made due to staffing.

10.13 Travel. Bargaining Unit Members who are required to travel in their personal vehicles as a condition of employment will receive the Hospital published allowance for each mile that is traveled. Bargaining Unit Members will be paid for mileage pursuant to this paragraph under the following conditions:

1. If traveling to (or from) the primary work site from (or to) the remote work location, the Bargaining Unit Member will be paid for all miles traveled.

2. If traveling from home to the remote work location, the Bargaining Unit Member will be paid either for the number of miles between home and the remote work location, or the number of miles between the primary work site and the remote work location, whichever is less.

3. If traveling from the remote work location to home, the Bargaining Unit Member will be paid either for the number of miles between home and the remote work location, or the number of miles between the primary work site and the remote work location, whichever is less.

ARTICLE 11
WAGES

11.1 The regular hourly rate of pay for each job class shall be as set forth in Appendix A of this Agreement and will be based on years of experience in the designated job class. The regular hourly rate of pay shall mean the hourly wage rate which the Bargaining Unit Member receives for the work assigned if performed during non-overtime hours without any shift differential.

11.2 Shift Differential. There will be a shift differential of $.75 per hour for all hours worked from 2:00 p.m. to 7:00 a.m. on any shift where the majority of the scheduled hours fall between 2:00 p.m. and 7:00 a.m. For example, in the case of an 8-hour shift which is scheduled to start at noon, the employee is paid shift differential for all hours worked after 2:00 p.m. but before 7:00 a.m. This shift differential will increase to $1.00 per hour for the same hours on weekends. Employees who have consistently worked steady second and third shifts will have shift differential included in their vacation pay. Employees who bid into a second or third shift position following ratification of the 2025 agreement will also receive shift differential in their vacation pay.

11.3 Extra Weekend Differential. When a Bargaining Unit Member is scheduled or requested by a manager/supervisor to work extra weekend shifts of at least four (4) hours, the Bargaining Unit Member will receive an additional $2.50 per hour for the extra weekend shifts worked in excess of four (4) weekend shifts in a four (4) week period. With regard to casual employees, an employee that picks up an extra weekend shift from the needs list which exceeds their required minimum under Section 9.7 will receive an additional $2.50 per hour for the extra work.

11.4 When a temporary assignment is made to a higher paid job, the Bargaining Unit Member so assigned shall receive the regular hourly rate of pay for the job to which he/she is assigned for each hour worked on the scheduled shift.

11.5 When a temporary assignment is made to a lower paid job, the Bargaining Unit Member so assigned shall continue to receive his/her regular hourly rate of pay for the length of such assignment.

11.6 When a Bargaining Unit Member is transferred from a higher paid job to a lower paid job for convenience of the Bargaining Unit Member, the Bargaining Unit Member's rate of pay shall be changed at the time of transfer to the lower regular hourly rate of pay.

When a Bargaining Unit Member is promoted to a higher salary grade and he/she has no experience in the new position, the bargaining unit member's hourly rate of pay shall be changed to the entry level position for the higher salary grade position at the time of transfer. If the bargaining unit member does have experience in the position, he/she will be paid commensurate to his/her experience at the time of transfer. Any bargaining unit member whose rate of pay would be reduced as a result of accepting a promotion will retain his/her existing designated rate of pay until he/she has completed the applicable step illustrated in Appendix A.

11.7 Recognition Pay. Upon reaching each of the years of service anniversaries listed below, employees will receive the corresponding one-time anniversary payment:

Years of Service	**Amount**
10	$300
15	$300
20	$500
25	$750
30	$1,000
35	$1,250
40	$1,500
45	$1,750

50	$2,000

11.8 It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates, adjustment of existing wage rates, or modification of wage rate plans because of the creation of new jobs, development of new processes, changes in equipment, and changes in the content of jobs or improvements brought about by the Hospital. It is understood that the clause "adjustment of existing wage rates" as used herein does not include the ability of the Hospital to lower the wages of bargaining unit members who remain on existing positions during the term of this Agreement. However, the Hospital may create new positions which could be lower rated positions than existing bargaining unit positions. The following shall apply with respect to the installation of wage rates as described above for new bargaining unit positions:

(a) The Hospital will develop an appropriate hourly rate for the job. Such rate will be proposed to the Association on the new or changed job.

(b) The new rate will be explained to the Association and the bargaining unit members involved with the objective of obtaining agreement on the proposed rate. If agreement is not reached, the Hospital may install the new rate. If either the Association or the Hospital decides that such rate does not bear a fair relationship to similar jobs, the question will then be settled by the grievance procedure of this Agreement starting at Step Two, and any change made through this procedure shall be retroactive to the date of the creation of the new rate.

(c) Arbitration under this Section shall be strictly limited to the rate in question and shall not be construed as a method of reopening the wage schedule, in the event the rate arising under this section is required to be submitted to arbitration, the decision of the arbitrator shall be governed by the principle that the new rate should be in line with rates for similar jobs in the department or Hospital. If no job is similar in the department or Hospital, rates should be in line with rates of the Hospital Council of Western Pennsylvania survey.

(d) Notwithstanding the requirements of Section 15.1 of this Agreement, in the event a bargaining unit member's current wage rate is negatively affected by the creation of a new position, a Bargaining Unit Member will be allowed to fill any vacant bargaining unit position for which he/she is qualified, and which is equivalent to his/her other previous wage rate. If no such bargaining unit vacancies are available, the bargaining unit member will be allowed to fill any such vacancy which becomes available for the following twelve (12) months.

11.9 Nothing contained in this Agreement shall be construed to mean that any Bargaining Unit Member or group of Bargaining Unit Members has inherent rights to a particular' job or task, nor is any Bargaining Unit Member's work limited or restricted to a particular job or task. Job duties and job descriptions shall be as determined by the Hospital. If the Hospital revises any job description, it agrees to provide notice of such revision to the affected Bargaining Unit Members and the appropriate Association representatives for the purpose of discussing the revisions.

11.10 The parties recognize that the standards for professional practice of Bargaining Unit Members are governed by relevant state and federal law and regulations. Bargaining Unit Members will not be required to follow any practice contrary to such laws or established standards of professional practice.

11.11 Payroll Accuracy. The Hospital will provide written guarantee that if an employee experiences a payroll error of $50.00 or more in a single pay, then the Hospital will create a manual check for the amount of the error within two business days of a request, provided the Payroll Administrator is working. The employee will have the option of picking up the check or having it mailed to a residence. Payroll errors made by the employee will be corrected in the next pay period.

11.12 If a full-time LPN (.9 or above) who regularly works three (3) twelve-hour shifts agrees to take on an additional shift of work, they will be paid at a rate of time and one-half for those hours worked over 36 hours in the work week provided they have worked all other scheduled hours in the pay period. Scheduled time off, excused absences, or cancellation shall count as scheduled hours for this purpose, but may not count as worked hours for overtime purposes. It is not the intent of either party to change the way excused time off is counted toward the broader computation of overtime.

ARTICLE 12
SUPERVISORS, LEAD TECHS, AND VOLUNTEERS

12.1 It is recognized that it is the principal function of a supervisor to direct Bargaining Unit Members in their activities and it is not the intent of the Hospital that supervisors will deprive Bargaining Unit Members covered by this Agreement of employment opportunities or reduce their hours of work or the number of bargaining unit Bargaining Unit Members. It is recognized that supervisors and other non-bargaining unit employees, including students, members of other bargaining units and temporary employees, may perform work normally performed by bargaining unit Bargaining Unit Members to help out in an emergency, to maintain an uninterrupted flow of work and normal department efficiency, to ensure proper patient care, to instruct or train Bargaining Unit Members and to perform work of a trial or experimental nature. An emergency is defined as any sudden arising situation, including unexpected absenteeism or patient care needs, necessitating immediate action by the Hospital to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials, to aid in correcting and repairing malfunctions or to adequately supply the facility.

12.2 When, at the discretion of the Hospital, it is decided that a Lead /TIC Respiratory is needed the Hospital may designate the Bargaining Unit Member who will be the Lead/TIC Respiratory for the entire shift and the Lead/TIC Respiratory will have such authority as is delegated to him/her, so long as that authority does not preclude inclusion in the bargaining unit. The Hospital will pay a premium of $ 1.75 per hour to all Lead/TIC Respiratory employees for the entire shift when they perform any Lead/TIC Respiratory work.

12.3 It is recognized that volunteer organizations and workers perform services in the Hospital that are a valuable contribution to the welfare of the patients and to the operation of the Hospital and that in no way interfere or conflict with the duties and rights of the Bargaining Unit Members covered by this Agreement. The Hospital shall continue to have the right to avail itself of all services of this nature. Neither the Association nor its members shall interfere in any way with the activities or duties of any such volunteer organization or workers, unless the organization’s members or workers threaten a Bargaining Unit Member’s legal rights in the workplace. If any conflict does develop, the matter shall be subject to grievance procedure.

ARTICLE 13
SENIORITY

13.1 Seniority rights of Bargaining Unit Members covered by this Agreement are hereby fully recognized by the Hospital.

13.2 Seniority of Bargaining Unit Members covered by this Agreement shall be either "Hospital-wide seniority," which means a Bargaining Unit Member's length of continuous service based on his/her original or new day of hire, or "Departmental/Unit Seniority," which shall mean the Bargaining Unit Member's length of continuous service with the Hospital as a Bargaining Unit Member or in a position(s) that is/are currently included in the bargaining unit, but pre-date the existence of the bargaining unit. In the event that two (2) Bargaining Unit Members in a department/unit have the same date for seniority purposes, then seniority will be determined between them by reference to the last four (4) digits of the affected Bargaining Unit Members' Social Security numbers, starting with the end number and continuing until the numbers are opposite. The Bargaining Unit Member with the odd number shall be considered more senior in odd-numbered years and the Bargaining Unit Member with the even number shall be considered to be more senior in even-numbered years. In the event that more than two (2) Bargaining Unit Members in a unit have the same seniority date, a lottery drawing on January 1st shall determine seniority for that year. If a Bargaining Unit Member transfers into the unit midyear, the Bargaining Unit Member already on that unit shall remain more senior until January 1st when the above shall apply.

Approved leaves of absences will count towards continuous service with the Hospital.

Any individual with continuous service who has been employed by the Hospital as both a Bargaining Unit Member covered by this contract and in positions outside the bargaining unit, shall have their Departmental/Unit Seniority calculated on the basis of time spent as a member of the Bargaining Unit, excluding time spent out of the bargaining unit in some other position. Effective after the execution of this Agreement, any person with continuous service who returns to the bargaining unit as a staff Bargaining Unit Member from a position outside the bargaining unit shall retain then Hospital seniority based on total length of service with the Hospital.

13.3 The Bargaining Unit Member's Hospital-wide seniority date shall be used for:

1. Scheduling of vacation purposes;
2. Service award recognition;
3. Cancellation of shifts;
4. Layoff; and
5. Recall from layoff.

13.4 The Bargaining Unit Member's Departmental/Unit Seniority date shall be used for job bidding.

13.5 All seniority and employment rights shall be terminated when a Bargaining Unit Member:

1. Quits, resigns or retires;
2. Is discharged for just cause;
3. Is laid off for a period of twelve (12) months or the length of a Bargaining Unit Member's employment, whichever is lesser;
4. Is absent due to any illness or injury (compensable or non-compensable) for a period of twenty-four (24) consecutive months;
5. Fails to report for work following a decision of an arbitrator reinstating a Bargaining Unit Member who was discharged within five (5) working days after being notified by certified mail, return receipt requested, at the last address in the Hospital's records;
6. Fails to return immediately following the end of a leave of absence, vacation or sick leave, without just cause;
7. Is employed by another Hospital during a leave of absence, except for military duty, or when such employment is approved by the Hospital;

8. Fails to return following a disciplinary suspension;

9. Is absent from work for seventy-two (72) consecutive hours without notifying his/her superior, unless the Bargaining Unit Member presents an excuse acceptable to the Hospital; and

10. Fails to maintain a valid license or credential as required.

13.6 The Hospital agrees to provide the Association with an up-to-date seniority list upon the execution of the Agreement, and said seniority list shall be updated on January 1, April 1, July 1 and October 1 of each year.

13.6 Vacant positions will be submitted to Union leadership monthly.

ARTICLE 14
GRIEVANCE/ARBITRATION PROCEDURE

14.1 A grievance is defined as an alleged violation concerning the interpretation or application of a specific provision of this Agreement. The Hospital and the Association will do their best to see that baseless and dilatory grievances do not arise. The procedures outlined in this Article shall be the exclusive procedures for resolving all grievances arising out of this Agreement. In order for a grievance to be recognized, it must be brought to the attention of the Hospital and must be processed through the following steps. Prior to Step One, the parties are encouraged to informally resolve the matter.

STEP ONE: If not resolved informally, the Grievance shall be reduced to writing and received by the department head or designee. Every written grievance shall attempt to set forth in detail the acts or occurrences giving rise to the alleged violation of the Agreement, including applicable times, dates, provisions violated, individuals involved, etc. The submission of the written grievance within such time limits and with such details where possible shall be considered a condition precedent to arbitration, unless otherwise agreed in writing. After submission of the written grievance, the department head or designee will meet with the Association's designated representative and/or the grievant within seven calendar days in an attempt to resolve the grievance. The Hospital agrees to answer the grievance within seven calendar days of the meeting.

STEP TWO: If the grievance is not resolved in Step One, the Association may, within seven (7) calendar days of receipt of a Step One answer, submit the written grievance to the Vice President of Human Resources or his/her designee who shall meet with the designated Representative of the Association within seven calendar days to discuss the merits of the grievance and to ascertain the facts. Within seven calendar days following the hearing, the Hospital shall provide a written response to the grievance.

BINDING ARBITRATION: If the grievance is not settled at Step Two, a representative of the Association may notify the Hospital in writing of the Association's decision to appeal the grievance to arbitration. Such notice must be filed within thirty (30) calendar days of the date of the Hospital's Step Two answer, and at that time either side may file a request for an arbitration unless otherwise agreed to in writing. The parties have agreed to utilize the following arbitrators:

1. Christopher Miles
2. Matthew Franckiewicz
3. Michael McDowell
4. Michelle Miller-Kotula
5. Jane Desimone

The parties agree that neither party shall communicate to the arbitrator independent of the other party.

14.2 The cost of arbitration shall be shared equally by the parties.

14.3 The Arbitrator's decision shall be rendered within thirty (30) working days after the hearing of the dispute, unless extended by mutual agreement. The findings of the Arbitrator shall be final and binding upon the parties.

14.4 The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 14.1 of this Article, and he/she shall have no power to add to, subtract from, or modify in any way any of this Agreement.

14.5 Effect of Settlement. The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of the Arbitrator, by agreement between the Hospital and the Association shall be final and binding upon the Bargaining Unit Member, Bargaining Unit Members or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Hospital and the Association shall be final and binding upon all Bargaining Unit Members and upon any person affected.

14.6 If the Hospital fails to answer a grievance at any step, the grievance shall automatically proceed to the next step.

14.7 A grievance which affects a substantial number or class of Bargaining Unit Members and which the Hospital's representative designated in Step One lacks authority to settle may be initially presented at Step Two within ten (10) calendar days from its occurrence by the unit representative.

14.8 All facts, evidence and issues then known to the Association, Bargaining Unit Member and Hospital shall be raised at the lower steps of the grievance procedure in the interest of resolving the grievance, and shall not knowingly be withheld by the Association, Bargaining Unit Member or Hospital.

14.9 The time limits of this Article may be extended by the mutual written agreement of the parties.

14.10 Any back-pay awarded by the arbitrator shall be reduced by amounts received by the Bargaining Unit Member in other employment, including self-employment, as well as all unemployment compensation insurance benefits received by the Bargaining Unit Member, unless such other employment/self-employment has been engaged in prior to the discipline at comparable compensation levels. Only one (1) grievance shall be decided at the same hearing, except by mutual consent of the parties.

ARTICLE 15
JOB VACANCIES

15.1 The Hospital has the sole discretion to decide when or if it will fill a job vacancy. If the Hospital decides to fill a vacancy in a position in

the bargaining unit, the vacancy will be posted for seven (7) calendar days in the vending area on the second floor of the Hospital to allow all qualified Bargaining Unit Members an equal opportunity to apply for the vacant position. Qualified bargaining unit members are those who are cross-trained or otherwise qualified to perform the job without additional training other than a unit refresher not to exceed two weeks, unless mutually agreed. Positions will be awarded to the most senior qualified Bargaining Unit Member who bids for the position. Where the seniority dates of the Bargaining Unit Members who have bid on the position are equal, the Bargaining Unit Member who is the most qualified will be awarded the position. All postings shall contain FTE status or fraction thereof.

The Hospital will attempt to complete the interviews expeditiously. The Hospital will provide notice to applicants, and the Association President or his/her designee, of the awarding of the position within four (4) weeks of the conclusion of the interviews. The Hospital will thereafter place the successful applicant in the new position as soon as is feasible under the circumstances, but, in any event, no later than thirty days after awarding the position.

Bargaining Unit Members occupying casual positions may bid on vacancies but preference will be given to regular full-time and part-time employees. If there are no qualified bidders from the bargaining unit, the vacancy shall then be open for bid to any qualified employee in the Hospital. If there are no bidders after the process, the Hospital may fill the vacant position by hiring a new employee.

15.2

(a) Any Bargaining Unit Member promoted in accordance with the foregoing section will serve a probationary period of ninety (90) calendar days during which the Bargaining Unit Member's performance will be evaluated by the Hospital. If the Bargaining Unit Member's work performance is unsatisfactory, as determined by the Hospital, or if during the probationary period the Bargaining Unit Member decides that he/she does not want to remain in the bidded position, then the Bargaining Unit Member shall return to his/her former position, if available. If the former position is not available, and the Bargaining Unit Member initiates the return to his/her former position, then

he/she will have the right to the next available opening on his/her former position. If the return to the former position is initiated by the Hospital and the former position is not available, then the Bargaining Unit Member will be laid off work until such time as a position becomes available in which he/she is capable of performing, without recourse to Section 15.3 (b) of Layoff and Recall. The bargaining unit member will continue to have recourse to Section 15.3 c of Layoff and Recall. The Hospital is not required to hold the Bargaining Unit Member's former position open.

(b) When newly hired into the bargaining unit or when hired to a new service line within the bargaining unit, every bargaining unit member shall enjoy the right to a full orientation period during which she/he will not be pulled or given an assignment without consent. The orientee will be scheduled in a manner that is conducive to training, including some shifts/hours identical to the hours which the employee will work when orientation is complete.

15.3 Layoff and Recall.

(a) In the event the Hospital determines a long-term reduction in force (either a reduction in hours, or positions), is necessary (not a work load adjustment), reduction in force will be made within Service Lines in accordance with this Section on the basis of qualifications and Hospital seniority. The Hospital will first provide notice to the Association regarding the reduction in force and agree to meet with the Association to discuss. The Hospital will first offer a nonreversible voluntary layoff (NVLO) by seniority within the Service Line so long as service line needs can be met with the remaining Bargaining Unit Members. Bargaining Unit Members who agree to a NVLO will maintain their rights to recall as described in Section 15.3.C.

(b) In the event the NVLO is not sufficient and the Hospital must continue, a reduction in force will take place in accordance with the following procedures on a Service Line by Service Line basis:

(1) The Hospital will reduce the excess scheduled hours of work of one or more Bargaining Unit Members in that Service Line, unless a skill, qualification, or ability possessed by a Bargaining Unit Member is required for continued efficient operation of the Department. For purposes of this section, an employee is deemed to have the qualification or ability to perform the job if he/she can perform the full scope of the job with no more than refresher training.

(2) Bargaining Unit Members will be laid off on a service line by service line basis. Bargaining Unit Members in the affected service line will be laid off in reverse order of their seniority (the least senior first), unless a less senior Bargaining Unit member possesses a skill, qualification, or ability deemed necessary for continued efficient operation of the unit. A Bargaining Unit Member who will be affected by a layoff will be given the opportunity to displace the least senior Bargaining Unit Member within the service line of their choosing for which they are qualified, unless the least senior Bargaining Unit Member is more senior than the affected Bargaining Unit Member, or unless the less senior Bargaining Unit member possesses a skill, qualification, or ability deemed necessary for continued efficient operation of the service line, or bid on an open position within the bargaining unit for which they are qualified. A Bargaining Unit Member who will be displaced by a layoff will be given the opportunity to displace the least senior Bargaining Unit member within the Service Line of their choosing for which they are qualified, unless the least senior Bargaining Unit member is more senior than the affected Bargaining Unit Member and possesses a skill, qualification, or ability deemed necessary for continued efficient

operation of the service line, or bid on an open position within the bargaining-unit for which they are qualified. Qualified Bargaining Unit Members are those who are cross trained or otherwise qualified to perform the job without additional training other than a service line refresher. Ability and qualifications to perform the work will be determined by the Hospital, subject to the grievance/arbitration procedure. Such Bargaining Unit Member must also be willing to accept the displaced Bargaining Unit member's schedule. When more than one (1) Bargaining Unit Member has a right to displace another Bargaining Unit Member, the number of least senior Bargaining Unit Members to be displaced will be equal to the number of Bargaining Unit members having the right to displace and preference to displace will be given among the affected Bargaining Unit Members on the basis of seniority.

(3) The Hospital will notify a Bargaining Unit Member who will be laid off at least seven (7) days in advance of the layoff. This notice requirement may be waived due to circumstances beyond the control of the Hospital. When the Hospital notifies a Bargaining Unit Member that he/she will be laid off, the Bargaining Unit Member will be advised of the above provisions.

(4) The Association shall be furnished with a list of all Bargaining Unit Members affected by the operation of this Section.

(c) For employees laid off or reduced in hours pursuant to this section, prior to posting a vacancy for or hiring of a new Bargaining Unit Member, Bargaining Unit Members on layoff or reduced in hours shall be entitled to be recalled in the inverse order of layoff or reduction in hours, to the position from which they were laid off or reduced to a position vacancy for which they are qualified without additional training

other than a Service Line Refresher equal to and not greater than 10 days unless mutually agreed upon by the Hospital and the Association. Bargaining Unit Members shall have these recall rights for a period of twelve (12) consecutive months following their last day worked. A Bargaining Unit Member shall be recalled by certified letter, but may also be notified by telephone, to the number which the Bargaining Unit Member provides to the Hospital. If personally notified by a telephone call, the Bargaining Unit Member is required to report to work within two (2) days of telephone notification. If the Bargaining Unit Member does not contact the Hospital within five (5) business days of the mailing of the certified letter to the Bargaining Unit Member, the Bargaining Unit Member will be determined to have terminated employment and lost all seniority rights pursuant to Article 13.

(d) In the event the Hospital determines a reduction in force (either a reduction in hours or positions) is necessary (not a workload adjustment), it will first seek a volunteer or volunteers within the affected service line who may mutually agree with the Hospital upon a duration of voluntary layoff with no effect on the order for permanent layoff.

ARTICLE 16
TEMPORARY ASSIGNMENTS

16.1 A Bargaining Unit Member may be assigned to perform the work of any position within his/her Service Line that he/she is qualified to perform. All Bargaining Unit Staff will become oriented, trained, and competent to provide quality care within their service line. Opportunities for additional training for which it is not necessary that all members of the service line be trained will be offered first to qualified volunteers among all members of that service line. If more bargaining members from within that service line than are needed volunteer for said training, the training will be provided to the most senior qualified bargaining unit member.

16.2 When a need cannot be filled from within the Service Line, then the Hospital may “pull” a qualified Bargaining Unit Member from another Service Line to fill the need. The Hospital will pull a qualified temporary employee before any other Bargaining Unit Member, a qualified casual Bargaining Unit Member before a qualified part-time or full-time Bargaining Unit Member on a rotational basis. Qualified, in this context means that a Bargaining Unit Member has completed cross-

training to the position in the Service Line to which he/she is being pulled.

16.3 Cross-training to positions in other Service Lines, including relevant certifications, must be completed before a Bargaining Unit Member is able to be pulled to that Service Line. Bargaining Unit members volunteering to cross-train to a position in another Service Line will be available to be pulled once cross- training has been completed as long as competency is maintained. A cross-training agreement may be revoked after two (2) years with thirty (30) days' notice.

16.4 Prior to involuntarily pulling a Bargaining Unit Member outside his/her Service Line, the Hospital will seek qualified volunteers from among available Bargaining Unit Members. The Hospital will attempt to fill a need from within a Service Line prior to pulling from another Service Line.

16.5 Cross-training may be prescheduled. Bargaining Unit Members who are in the process of cross-training may request to be cross-trained in lieu of being cancelled. Such decisions shall be at the discretion of the Executive Directors of Clinical Services or her designee. Bargaining Unit Members who have requested to be cross-trained will be trained in the order of their request and based upon the needs of both Service Lines involved. Such requests shall not be unreasonably denied and not be denied based on a Bargaining Unit member's status as either full-time or part-time.

16.6 Definitions related to temporary assignments:

(a) The term "pulled" describes a Bargaining Unit Member who is given an assignment in a position that is in a Service Line other than his/her home Service Line.

(b) The term "cross train" is defined as education and training provided to a Bargaining Unit Member in order that he/she is able to work an assignment or position in a Service Line different than his/her home Service Line. The standard competency for determining when a Bargaining Unit Member has been cross-trained is the same as the standard for a Bargaining Unit member making an internal transfer from one Service Line to another.

ARTICLE 17
VACATION

Full-time employees hired prior to April 1, 1994 shall be entitled to vacation as follows:

Years of Service before April 1, 1994	Vacation Days	Hours	Accrual Rate Hours per Pay
0	15	120	
1	15	120	4.62
2	15	120	4.62
3	15	120	4.62
4	15	120	4.62
5	15	120	4.62
6	15	120	4.62
7	15	120	4.62
8	15	120	4.62
9	15	120	4.62
10	15	120	4.62
11	16	128	4.92
12	16	128	4.92
13	17	136	5.23
14	18	144	5.54
15	19	152	5.85
16	20	160	6.15
17	20	160	6.15
18	20	160	6.15

19	20	160	6.15
20	20	160	6.15

Full-time employees hired after April 1, 1994 shall be entitled to vacation as follows:

Years of Service after April 1,1994	Vacation Days	Hours	Accrual Rate Hours per Pay
0	10	80	3.08
1	10	80	3.08
2	10	80	3.08
3	10	80	3.08
4	10	80	3.08
5	10	80	3.08
6	11	88	3.38
7	12	96	3.69
8	13	104	4
9	14	112	4.31
10	15	120	4.62
11	15	120	4.62
12	16	128	4.92
13	16	128	4.92
14	17	136	5.23
15	17	136	5.23
16	18	144	5.54
17	18	144	5.54

18	19	152	5.85
19	19	152	5.85
20	20	160	6.15

An employee may accrue a maximum amount of two (2) times the annual full-time rate.

17.1 Part-time employees will accrue vacation at the same accrual rate and on the same basis as full-time employees, but their vacation hours accrued per pay period will be prorated based on hours paid.

17.2 Vacations will be scheduled by Bargaining Unit Member preference on a seniority basis by circulation of a vacation request document. The calendar will be circulated through the seniority list with each Bargaining Unit Member electing the allowable number of weeks (three (3) at one time if entitled to four (4) weeks; two (2) at one time if entitled to three (3) weeks; and one (1) at one time if entitled to two (2) weeks). During the first round a Bargaining Unit Member will sign for a minimum of three (3) consecutive days. During the second and final round the Bargaining Unit Member will complete the assignment of all remaining days. Vacation scheduling procedures and practices will be done by Hospital wide seniority within service lines. The Hospital will post the final vacation schedule no later than April 16 of the year. The Hospital will make its best effort to allow two (2) Bargaining Unit Members to be off on vacation on any calendar day, if practicable. Regular part-time Bargaining Unit Members schedule their vacation days in a week consistent with their normal FTE point assignment. When it is the intent of a regular part-time Bargaining Unit Member to request vacation in weeklong increments, the Bargaining Unit Member may use vacation hours equivalent to their position (e.g. .4, .6, .8). Each of the remaining five (5) workdays for that week will be considered as if they are vacation days and will count toward the allotment of vacation days/hours allowable on their respective unit, but will not be subtracted from the Bargaining Unit Member's vacation hours accrual balance.

17.3 Prior to picking of vacation the yearly anticipated weekend rotation schedule will be posted in service lines that work weekends. Due to resignations, leaves of absences, and unforeseen circumstances it is recognized that the weekend rotation may change. Any changes will be

offered first to volunteers; if there are no volunteers for the changes mandation by reverse seniority on a rotational basis will occur.

17.4 When vacation scheduling in the Endo service line, Bargaining Unit Members will select vacation together with the members of the RN Bargaining Unit.

17.5 Full-time Bargaining Unit Members retiring at age 65 or older with more than twenty (20) continuous years of service are eligible to receive, upon retirement, a payment equivalent to four (4) additional weeks' paid vacation.

17.6 Bargaining Unit Members who are on vacation within a time period where a paid holiday falls will receive their regular compensation for the non-holiday days and holiday pay for the holiday.

17.7 Bargaining Unit Members who transfer from full-time to part-time and vice versa will earn vacation based on full-time and part-time service in a calendar year. The total number of vacation days per calendar year cannot exceed the annual complement of years of service, if applicable.

17.8 After vacation requests have been made, and a bargaining unit member relinquishes the right to select vacation time voluntarily, he/she cannot bump another less senior bargaining unit member who has already picked that time.

ARTICLE 18
HOLIDAYS

18.1 Following completion of the probationary period, full-time Bargaining Unit Members are entitled to the following holidays:

New Year's Day	Thanksgiving
Memorial Day	Christmas Day
Independence Day	Three (3) Personal Days
Labor Day	

Bargaining Unit Members must schedule their personal days prior to October 15 of each year. Personal days may also be taken in cases of emergencies and will not be treated as an absentee occurrence. However, after October 15, should an employee use an emergency personal day, the employee will choose which unused day to cancel.

18.2 Any part-time Bargaining Unit Member who worked 1,000 hours or more in the preceding calendar year will be entitled to two (2) personal days.

18.3 Holiday pay for full-time Bargaining Unit Members will be eight (8) hours pay at the rate of pay for the Bargaining Unit Member's designated position, unless the employee is scheduled and works additional hours on the holiday in which case the holiday pay will be the same amount.

18.4 Bargaining Unit Members who work on a holiday will be paid time and one-half (1½) for all hours worked.

18.5

(a) In department/units observing a Monday through Friday schedule, holidays falling on a Saturday will be observed on the preceding Friday, and holidays falling on a Sunday will be observed on the following Monday. Bargaining Unit Members who observe a seven (7) day schedule will observe the holidays on the days which they occur, consistent with the current pay practice.

(b) For bargaining unit members who regularly work five days a week between Monday and Saturday, a Holiday which falls on Sunday will be observed on the following Monday.

18.6 If a holiday falls on a scheduled vacation day, the Bargaining Unit Member is entitled to another vacation day.

18.7 Holiday pay will be paid only to a full-time or part-time Bargaining Unit Member who worked a full scheduled shift on his/her last scheduled day before and the first scheduled shift after the holiday or the day observed as the Bargaining Unit Member's holiday and, if scheduled to work, the employee must work a full scheduled shift on the holiday or the day observed as the holiday with the following exceptions:

(a) Bargaining Unit Members who report to work on the holiday or last scheduled day after the holiday and are sent home by the Hospital.

(b) A Bargaining Unit Member who received an excused absence on the scheduled day prior to or after the Holiday.

(c) A Bargaining Unit Member who is on an approved bereavement leave pursuant to the contract. The Hospital may require documented proof of death.

(d) An illness or injury that requires hospitalization in an in-patient bed or a surgical unit bed. The Hospital may require documented proof of hospitalization.

(e) Any illness for which the Hospital directs the Bargaining Unit Member not to work.

(f) Tardiness will not affect holiday pay.

18.8 In the department/units where holidays are worked, Bargaining Unit Members in each department/unit shall be scheduled for holidays on a rotational basis. The holiday rotation schedule will be posted at the beginning of each calendar year. Bargaining Unit Members may be initially assigned to work two (2) holidays per year, one (1) summer and one (1) winter. The needs of the given unit will be determined by management and will not be set in a manner that is arbitrary or capricious. If staffing needs on the department/unit require more employees than are initially scheduled, or gaps in the schedule exist, the open shifts will be offered first to the department/unit members for volunteers. Those employees who are volunteering for an open holiday will volunteer by March 31. If there are no volunteers for a given holiday by April 1, the holidays will be assigned using reverse seniority on a rotational and equitable basis, and will be reflected in the posted schedule. Volunteering for an extra holiday will count as an employee's turn for the purpose of assigning holidays during the calendar year. The Hospital will post the final holiday schedule no later than April 16 of the year. Bargaining Unit Members are permitted to trade scheduled holidays with other Bargaining Unit Members, provided that the trade does not create an overtime situation and the employee is qualified to perform the job. Notwithstanding the foregoing, LPNs and Monitor

Techs will follow the holiday scheduling practice of the nursing unit where scheduled.

ARTICLE 19
HEALTH AND WELFARE

19.1 Full-time Bargaining Unit Members who are hired before the fifteenth day of the month will become eligible for coverage beginning the first day of the month following their hire date. Bargaining unit members hired after the fifteenth day of the month will be eligible for coverage beginning the first day of the first full month (the second month) following their hire date. Bargaining Unit Members are eligible to participate in one of the Medical Plans listed in Appendix B hereto, as may be amended from time-to-time in a manner that is substantially comparable to the existing benefits/plan design. During the term of this Agreement, the Union also agrees that the Hospital may offer additional plans to those listed in Appendix B. The Bargaining Unit Members may voluntarily elect to participate in those additional plans. The plans shall provide coverage for the employee, spouses and eligible dependents.

19.2 Spousal coverage will be available for spouses of eligible employees who are eligible for healthcare benefits at another place of employment in exchange for a premium contribution as set forth in Appendix B. This contribution will be in addition to the premium contribution referenced in Sections 19.3 and 19.4 of this Article.

19.3 Full-time Bargaining Unit Members electing to participate in the Medical Plans will be required to contribute an amount per pay toward the cost of such coverage as set forth in Appendix B.

19.4 Part-time and casual Bargaining Unit Members who have completed ninety (90) calendar days of work are eligible to participate in one of the Medical Plans, and may purchase coverage for themselves, their spouse and dependents provided they pay the full cost of such coverage. Part-time Bargaining Unit Members are also eligible for possible Hospital contributions toward the cost of individual coverage for themselves pursuant to the following:

(a) The cost for individual coverage for part-time Bargaining Unit Members in the Medical Plan may be paid for by the Hospital

based on the number of hours worked by the individual Bargaining Unit Member.

(b) The Plan as applied to part-time Bargaining Unit Members is as follows:

(i) The Benefits Period for health coverage is each calendar quarter during the Benefit Year of July 1 through June 30. Employees may elect coverage (or waive coverage) at a specified level for each Benefit Year.

(ii) The Hospital will establish a "Hospital Share" of the cost of the individual healthcare coverage based on the number of hours which an eligible part-time employee works during the Eligibility Period. This "Eligibility Period" is a twelve (12) month period ending on April 30 of each year immediately preceding the Benefit Period each year.

The Hospital share for a Benefit Period is:

- 85% if an eligible employee works at least 1560 hours in an Eligibility Period or an equivalent prorata share of hours.
- 70% if an eligible employee works at least 1248 hours in an Eligibility Period or an equivalent prorata share of hours.
- 0% if an eligible employee works less than 1248 hours in an Eligibility Period.
- Cancellations by the Hospital of a Bargaining Unit Member's hours due to low census will still count as hours worked solely for the purpose of hours computation for the part-time health insurance benefit.

Benefit time, including vacation, holiday, personal and sick time, will be counted as hours worked only for the purpose of determining eligibility for part-time employee health insurance.

(c) A newly eligible part-time Bargaining Unit Member will be eligible to be considered for Hospital-paid coverage six (6) months after his/her start date. The Hospital share for the period of time before the next Benefit Period will be based on the prorata share of hours worked during the Eligibility Period ending during the first six (6) months of employment.

(d) Part-time Bargaining Unit Members are entitled to receive Hospital-paid coverage in the Medical Plan only for individual coverage, and only to the extent outlined above. Part- time Bargaining Unit Members may participate in the Medical Plan for coverage for themselves and/or spouse and/or dependent coverage on a contributory basis.

19.5 Prescription Plan. Full-time and part-time Bargaining Unit Members who have completed their probationary period and members of their immediate family will be eligible to participate in the Employee Prescription Plan in accordance with the Plan.

19.6 Sick Leave. Full-time Bargaining Unit Members who have completed their probationary period accrue 1.846 hours of sick leave per pay period. If a regular part-time Bargaining Unit Member works at least 1,000 hours in the previous year, he/she will be entitled to one (1) sick day the following year and two (2) sick days if working over 1,600 hours the previous year. Bargaining Unit Members may accumulate up to 85 days of sick leave.

19.7 Long-Term Disability. Full-time Bargaining Unit Members who have completed twelve (12) months of continuous employment are eligible to receive long-term disability insurance coverage equal to fifty percent (50%) of their base wages up to the limitations provided and as described in the Plan.

19.8 Dental. All full-time Bargaining Unit Members who have completed their probationary period shall be entitled to receive dental insurance coverage. The type and level of coverage shall be determined by the Hospital.

19.9 Extended Absences. In case of a Bargaining Unit Member's absence from work of over thirty (30) calendar days for any reason other than leave pursuant to the Family and Medical Leave Act ("FMLA") or

other disability-related leave, his/her participation in the Hospital's group medical plan and dental plan will be continued through the end of the month in which such absence begins. The Bargaining Unit Member's participation in the Hospital's long- term disability plan will cease upon the date the Bargaining Unit Member's employment ceases. Bargaining Unit Members who return to work after such absences will be able to reinstate their participation in the Hospital's group medical plan, dental plan and long-term disability plan the first day of the month following their reinstatement.

19.10 Life Insurance. All full-time Bargaining Unit Members who have completed their probationary period are entitled to receive life insurance equal to their annual base wages up to $30,000 as described in the Plan.

19.11 Tuition Reimbursement. All regular full-time and part-time Bargaining Unit Members who have worked over 1,000 hours in the previous calendar year will quality for a tuition reimbursement benefit of fifty percent (50%) of the cost of tuition, fees and labs up to $2,000 per calendar year, with the requirement of grade "C" and reimbursement of one hundred percent (100%) of tuition, fees and labs for a grade "B" or better in order to receive reimbursement up to $2,000 per calendar year. During the term of this Agreement, a Bargaining Unit Member may use up to $250 of his/her tuition reimbursement money for required certification or recertification purposes, which will be deducted from the tuition reimbursement monies available for that Bargaining Unit Member for that year. The employee must submit a completed Tuition Reimbursement form for approval prior to obtaining certification or recertification. They must also submit proof of payment along with a copy of the certification to the HR office for reimbursement.

19.12 403(b) Plan. The Hospital will continue to maintain the Armstrong County Memorial Hospital 403(b) Retirement Plan ("403(b) Plan") as an investment option for bargaining unit members and will provide fixed contributions under the 403(b) Plan in accordance with the Retirement Benefit Contribution Percentages table listed in Appendix C.

(a) All current employees with three (3) or more years of service with the Hospital will automatically vest in all Hospital Gross Wage Contributions made to the 403(b) Plan on their behalf.

(b) All current employees with less than three (3) years of service with the Hospital and employees hired after the effective date of this Agreement will fully vest in all Hospital Gross Contributions made to the 403(b) Plan on their behalf upon completion of three (3) years of service with the Hospital.

(c) All participants shall immediately vest in all salary reduction elections made under the 403(b) Plan.

ARTICLE 20
LEAVES OF ABSENCE

20.1 Full-time and scheduled part-time employees who have completed the probationary period are eligible to take up to three (3) paid days or a total of twenty-four (24) hours upon the death of a:

- Husband, wife, father, mother
- Father-in-law, mother-in-law
- Foster father, foster mother
- Step mother, step father
- Brother, sister, step brother, step sister
- Son, daughter, step son, step daughter
- Grandson, granddaughter, step grandson, step granddaughter
- Domestic partner (demonstrated by sharing a common residence, or cohabitating as a married couple, or holding themselves out to the public as being married)
- Grandparent of the employee

20.2 Bereavement must be taken within three (3) weeks of the death unless a memorial service is scheduled for a later date. The employee must inform his/her manager of the scheduled date as soon as the arrangements are completed. The employee may use up to twelve (12) of the total twenty-four (24) hours as a bereavement day if they are scheduled to work on the day of the memorial service with management approval.

20.3 Employees will only receive bereavement leave for days that they are scheduled to work.

20.4 In addition to the twenty-four (24) hours of bereavement time, the employee may be granted up to two (2) excused absence days with or

without pay, if requested, and such request does not interfere with the orderly operation of the hospital or adversely affect patient care.

20.5 A single day of paid leave will be granted to scheduled full-time and scheduled part-time bargaining unit members for bereavement purposes for a brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

20.6 Bargaining Unit Members will be provided a leave of absence if summoned for jury duty. Full-time Bargaining Unit Members who have completed their probationary period will be granted a paid leave of up to twenty (20) working days for such leave. The pay for such leave will be the difference between the rate of pay for the designated position and the amount of compensation received for serving on the jury.

20.7 Bargaining Unit Members will be given an unpaid leave of absence for any required military leave. Bargaining Unit Members shall continue to accrue benefits during their military leave.

20.8 An unpaid educational leave of absence may be granted to a full-time Bargaining Unit Member upon completion of two (2) years of service. If such leave is greater than or equal to four (4) weeks the full-time employee would change their status to that of casual. Such leave will require the recommendation of the Bargaining Unit Member's department head and the approval of the Vice President of Human Resources. Returning Bargaining Unit Members will be placed in a position commensurate with their experience and education, if such a position is available.

20.9 The Hospital will comply with the provision of the Family and Medical Leave Act ("FMLA"). Eligible Bargaining Unit Members seeking FMLA leave will be required to use all remaining paid leave time, with the exception of five (5) days' vacation and three (3) personal days, if eligible, as part of their FMLA leave. Where FMLA leave is approved and non- intermittent, ten (10) days' vacation and the employee's allotted personal days may be reserved. Except for the substitution of paid leave, all FMLA leave shall be unpaid. The maximum leave time may be extended for individuals on FMLA leave or reasonably accommodate qualified individuals with disabilities under the ADA, or employees disabled due to pregnancy or related medical conditions, in accordance with the laws providing such leaves. After the

FMLA leave period has expired and the employee has not returned to work, the Hospital has the discretion on a case-by-case basis whether it will continue to hold the position for the employee or to fill the vacancy. An employee who has returned from an approved leave of absence to a position other than his/her prior leave position and status shall have the right of first refusal to his/her prior leave position should such position become available and he/she has completed an Internal Application for Transfer/Promotion ("Bid Form").

20.10 An employee who has returned from an approved leave of absence to a position other than his/her prior leave position and status shall have the right of first refusal to his/her prior leave position should such position become available, he/she has completed an Internal Application for Transfer/Promotion ("Bid Form"), and can perform the job duties without additional training other than a Department Refresher equal to and not greater than 10 days unless mutually agreed upon by the Hospital and the Association.

ARTICLE 21 CERTIFICATION, LICENSURE AND IN-SERVICE EDUCATION

21.1 All Bargaining Unit Members who are required to be registered, certified or licensed are required as a condition of continued employment to acquire and maintain the appropriate registration, certification or license in accordance with the requirements of law.

21.2 All Bargaining Unit Members who are required by law to attend continuing education will do so as required. All continuing education will be the responsibility of the employee. If any Bargaining Unit Member fails to attend required continuing education, he/she may be disciplined accordingly.

21.3 In the event that a Bargaining Unit Member is required by the Hospital to attend in-service training/education during or outside regular working hours, the Bargaining Unit Member shall be paid pursuant to federal law. Such attendance shall be considered time worked for overtime computation.

21.4 With management approval, a Bargaining Unit Member may be granted time off with pay during scheduled workdays to attend professional and/or technical meetings and various educational programs

held outside the Hospital. When properly authorized, a Bargaining Unit Member's related expenses such as registration, travel and meals will be paid by the Hospital. All requests for attendance at educational programs must be made in writing and approved by the Bargaining Unit Member's department manager.

ARTICLE 22
DISCIPLINARY ACTION

22.1 The Hospital shall have the right to discharge, demote, suspend or discipline any Bargaining Unit Member for just cause.

22.2 In a discharge case, a Bargaining Unit Member shall be initially suspended for a period not to exceed five (5) days. During this five (5)-day period, the affected Bargaining Unit Member may request and shall be granted a hearing to explain his/her conduct which led to the discipline. The Bargaining Unit Member, Hospital and a local Association representative shall attend the hearing. Other Bargaining Unit Members may be asked to present relevant information at the hearing.

22.3 Within five (5) days of the hearing, the Hospital shall decide whether to affirm, modify, extend or convert the initial suspension into discharge or whatever other action it deems appropriate. In the event the Association determines that the suspension or discharge was not for just cause, it may file a grievance in accordance with the grievance procedure outlined in Article 14 within five (5) days after receipt of the Hospital's decision. In all grievances involving disciplinary suspensions or termination, the grievance will begin at Step Two of the procedure. Time limits for responding to disciplinary action or discharge cases shall exclude Saturdays, Sundays and/or holidays.

22.4 The Hospital will notify the Association (by mail to the Association or by hand delivery to any Association officer) in writing within forty-eight (48) hours (excluding Saturdays, Sundays and/or holidays) following the discharge or suspension of a Bargaining Unit Member.

22.5 All infractions on a Bargaining Unit Member's record involving a suspension, or discipline related to patient care, shall be considered in any promotional decision for a two (2) year period. All infractions on a

Bargaining Unit Member's record not involving a suspension, or discipline related to patient care, shall be removed upon request after two (2) years provided that the two (2)-year period shall be free of similar infractions.

22.6 Absenteeism/Tardiness (Occurrence) Policy. No disciplinary action will be initiated against a Bargaining Unit Member under the Hospital's attendance (occurrence) policy until after six (6) occurrences within a rolling calendar year of tardiness, or seven (7) occurrences of absenteeism. Tardiness will not affect holiday pay or holiday time.

22.7 If a member signs up for a need and cancels five (5) days or more prior to the scheduled shift, the member shall not be charged with an occurrence.

ARTICLE 23
ASSOCIATION GRIEVANCE COMMITTEE

23.1 The Hospital recognizes the right of the Association to designate grievance Unit Representatives. The Association will furnish the Hospital with a list indicating the names of each grievance Unit Representative. Grievance Unit Representatives shall not allow their Association activities, including contract administration, to interfere with the performance of their assigned duties, or the assigned duties of other Bargaining Unit Members.

23.2 The discussion and processing of grievances in accordance with this Agreement shall not interfere with patient care, treatment or education, or the orderly operation of the Hospital.

23.3 Hospital representatives and Association representatives may meet other than Labor Management meetings to discuss problems with the implementation of this Agreement and to discuss other labor/management issues that may arise. An agenda should be furnished by whichever party calls the meeting. Said agenda should be provided in advance, except in case of emergency.

23.4 At the beginning of each month the Association President will be provided with the names and departments of all new hires, transfers, terminations, name, address, and phone number changes.

23.5 The Hospital and the Association agree that, during the life of this Agreement, representatives from both parties (not to exceed seven (7) from each party unless by mutual consent will be designated, in writing by each party to the other for the purpose of meeting at mutually agreeable times and places so as to apprise the others of problems, concerns, suggestions, and ideas related to wages, hours, terms and conditions of employment, and matters of professional practice, all to promote better understanding with the other. Except where otherwise mutually agreed, participants in these Labor Management Meetings shall be limited to the designated representatives and to persons in the employ of the Hospital. Unless otherwise mutually agreed, such meetings shall 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. Unless otherwise agreed, meetings shall be held at least every month or at other mutually agreeable times. The parties shall attempt to exchange agenda items at least five (5) working days prior to the meeting. On a quarterly basis, the parties shall expand the time for such meeting to discuss issues related to the equity of work load adjustment.

23.6 For clarification with regard to employees being compensated at their regular rate of pay for attending such meetings as described in the above paragraphs, the following will apply:

	Compensation	
	Yes	**No**
Hospital calls the meeting during work hours	X	
Hospital calls the meeting after work hours		X
Association calls the meeting during work hours		X
Hospital and Association agree to have the meeting during work hours	X	

If the meeting is scheduled during working hours, the appropriate members, Association officers or representatives shall be permitted to attend without loss of pay. If the meeting is requested by the Hospital, the Hospital will compensate any elected officer who attends the meeting on his/her own time at the regular rate of pay. For the purpose of this

article, a grievance hearing will be treated as a meeting called by the Hospital. Standing meetings, such as Labor Management, will be treated as mutually agreed upon.

ARTICLE 24
SAFETY

24.1 The Hospital will make every effort to maintain its facilities and equipment in such physical condition so as to provide a safe and healthy work environment and to maintain high standards of workplace sanitation, ventilation, cleanliness, and light and noise levels. The Hospital shall agree to maintain a program of infection and communicable disease control consistent with state and federal laws. Bargaining Unit Members will strive to maintain the facility in such a manner which will continue safe conditions. In the event any Bargaining Unit Member has reason to believe an unsafe or hazardous condition exists, it is the Bargaining Unit Member's responsibility to notify his/her supervisor or department head without delay.

24.2 The Hospital will maintain and enforce policies prohibiting verbal and/or physical abuse, sexual harassment, and threatening or intimidating behavior engaged in or exhibited by any person. "Person" is defined to include Hospital employees, volunteers, medical staff, visitors, patients, tenants, and others working at the Hospital facilities.

24.3 The Hospital will allow the Association to name a Bargaining Unit Member as a continuing member of the Hospital-wide Safety Committee. Said Bargaining Unit Member shall be notified of meetings at least one week in advance and be relieved to participate in the activities of the committee if scheduled. In the event that the Union wishes to add agenda items to the committee agenda, it will notify the hospital at least one week in advance.

Committee meetings shall be held at least quarterly on a set schedule as determined by the committee. Members who cannot attend personally may send a designee or participate remotely. Either party can request a meeting no more than monthly.

24.4 In accordance with Hospital policy, the hospital will follow up on reported hazardous incidents by debriefing with the staff involved in the incident, along with staff on the shift when the incident occurred, and

will provide results to the department/unit. Debriefs will include time for staff to provide suggested improvements to management, which may be passed along to the Safety Committee for their next meeting agenda.

24.5 In accordance with Hospital policy, the employer will offer appropriate personal protective equipment during a pandemic emergency related to airborne or droplet spread pathogens. If fit testing fails, alternative respiratory protection will be made available to those staff who have direct patient care responsibilities.

24.6 Workplace Violence Prevention

The Hospital will continue to develop and implement programs to prevent violence against staff in accordance with current and future hospital policies which can be found on the ACMH Intranet Policy Stat.

The Hospital is exploring the following safety measures:

1. Establishing alarm systems for employees working alone
2. The use of metal detectors where appropriate
3. Continued use of cameras
4. Code/badge access where appropriate
5. Securing identified vulnerable areas
6. Signage prohibiting patients and visitors from accessing where appropriate
7. Additional security staff, as determined by the Hospital
8. Continuing to provide educational opportunities, including but not limited to CPI training and Active Shooter Training.

Items #1-8 will be standing agenda items that may be discussed at every scheduled Safety Committee meeting until resolved.

24.7 The Hospital will continue to provide support and assistance to any employee who wishes to file complaints against patients or visitors who engage in assaults or other criminal behavior against them. EAP information will be made available to employees electronically and through posting.

ARTICLE 25
PERSONNEL RECORDS

25.1 A Bargaining Unit Member or his/her designated representative may inspect his/her personnel file after submitting a written request to the Human Resources Department. Upon receipt of such request, arrangement will be made to allow the Bargaining Unit Member or designated representative to inspect the file during non-work time. If there is a disagreement as to the contents of the personnel file, a Bargaining Unit Member may submit a written statement concerning any material in the file, and it will be made part of the file. All applicable federal and state laws will be followed during inspection of the file.

25.2 Employee personnel records must be kept up to date and current at all times to be immediately available in case of an accident, illness and for payroll purposes. This is the Bargaining Unit Member's responsibility. Changes in a Bargaining Unit Member's name, address, telephone number, emergency contact, marital status, insurance beneficiaries, identity and number of dependents for income tax purposes and benefits, hospitalization, major medical, dental coverage, etc., must be provided immediately at the time of change, in writing, to the Human Resources Department. The Bargaining Unit Member's department manager and payroll department will be notified of the appropriate changes.

ARTICLE 26
SUBCONTRACTING

26.1 In the event the Hospital determines to subcontract work which can be performed more economically by a subcontractor than by a bargaining unit member, and the subcontracting results in the layoff of bargaining unit members, the Hospital agrees to meet and discuss the matter with the Association prior to subcontracting the work to give the Association an opportunity to demonstrate that bargaining unit members can perform the work in an equally cost-effective manner. Not less than sixty (60) days after such discussions have begun, if the parties have not reached agreement, the Hospital reserves the right to subcontract work at the end of the sixty (60) day period, with the Association reserving its right to file a grievance to determine whether the Hospital's decision to subcontract work was made in accordance with this Article.

26.2 In the event the Association decides to file a grievance pursuant to Section 26.1, such grievance will be submitted directly to Step Two of the grievance procedure. The Hospital, upon request, will provide the Association with financial documentation and information relating to the proposed subcontracting, and the bargaining unit members who will be impacted by the proposed subcontracting. Said grievance must be submitted in writing. In applying this subsection, it is the Hospital's burden to prove that the subcontractor selected can perform the work at a lower cost than bargaining unit members. All relevant economic factors will be considered in any subcontracting situation including the potential impact on the affected Bargaining Unit Members.

ARTICLE 27
MISCELLANEOUS

27.1 Confidential Information. All information obtained or received by Bargaining Unit Members in the course of employment or at the Hospital is strictly confidential in nature and may only be discussed or shared with authorized personnel who have a need to know such information in the performance of their jobs. Unauthorized access or release of any patient information that violates HIPAA will result in disciplinary action, which may include dismissal. Employee communication and discussion that is protected by Section 7 of the NLRA is exempted from the Section.

27.2 Reporting to Work. Bargaining Unit Members may report to work no more than twelve (12) minutes prior to their scheduled starting times and swipe in appropriately. Bargaining Unit Members must swipe out at the end of their work, and depart the work area no more than twelve (12) minutes after the end of their shift. Bargaining Unit Members are not permitted to enter the Hospital or to remain on the premises unless they are on duty, scheduled for work, visiting a patient, participating in the grievance procedure, using the Hospital's medical services or otherwise approved to be there by an appropriate supervisor. The public areas of the Hospital are excluded from this Section.

27.3 Dress Code. All Bargaining Unit Members must wear proper identification as may be required by the Hospital. Additionally, all Bargaining Unit Members must dress appropriate to their work area. Bargaining Unit Members are expected to report to work clean, neat and appropriately groomed. The Hospital maintains the right to establish and

enforce reasonable standards of dress and grooming for the work environment.

27.4 Designated Eating Areas. A cafeteria for Hospital personnel is provided. The Cafeteria, Snack Bar and Vending Area or employee lounges or other non-patient care areas permitted by past practice are designated eating areas. Personnel are permitted to bring a meal to work but, in the interest of maintaining cleanliness throughout the Hospital, Bargaining Unit Members are not to eat in their work areas or other unauthorized areas of the Hospital.

27.5 Parking. The Hospital provides parking facilities in designated areas adjacent to the Hospital buildings. All Bargaining Unit Members are required to use a designated parking lot for employee parking. The Hospital assumes no responsibility and will not be liable for any damage to or theft from any vehicle or personal property left in a vehicle.

27.6 Lockers. Lockers are provided on an availability basis to those Bargaining Unit Members desiring them, and Bargaining Unit Members may secure their belongings with a lock of their own. The Hospital is not responsible for any loss of property brought to the work place, whether secured in a locker or not. The Association recognizes that the lockers are provided solely as a matter of convenience, and remain the sole and exclusive property of the Hospital. The Hospital reserves the right to open and search any locker where it has reasonable suspicion to do so. The Hospital will make reasonable efforts to secure the presence of the locker user and/or an Association representative as a witness when it conducts a search of any locker.

ARTICLE 28
SEPARABILITY AND SAVINGS

28.1 In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by federal or state statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or status shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

28.2 In the event that any decision, legislative enactment, regulation or ruling of any kind shall have the effect of invalidating or voiding any provision of this Agreement, the parties agree that they will meet solely for the purpose of negotiating with respect to the matter covered. If the parties are unable to reach agreement, the Hospital will have the exclusive right to unilaterally implement revised provisions in compliance with the decision, legislative enactment, regulation or ruling, with the Association reserving its right to file a grievance in accordance with this Agreement over whether the Hospital's implementation is unreasonable.

ARTICLE 29
STAFFING RESOLUTION PROCESS

29.1 The Hospital and the Union recognize the importance of adequate staffing in providing quality patient care and in ensuring that the standards of patient satisfaction are upheld. During negotiations, the Hospital and the Union evaluated staffing levels and reached an agreement on staffing guidelines which the Hospital will strive to enforce. The Hospital agrees in good faith to maintain these staffing guidelines unless mutually agreed by the parties. The parties recognize the ability to meet these guidelines can be impacted by natural fluctuations in patient census, acuity, availability of staff and unexpected events.

29.2 The Hospital and the Association commit to the following staffing-resolution process:

1. A Bargaining Unit Member who believes his/her patient assignment or workload is inappropriate or unsafe shall take immediate action to notify the department/unit manager or the supervisor if the manager is not on duty prior to filling out a "short staffing form."

2. The manager or supervisor will immediately re-evaluate the assignment and make changes as necessary to help manage the workload consistent with the mutual intentions expressed and committed to by the Hospital and the Association.

3. A bargaining unit member who believes his/her workload is inappropriate or unsafe, has completed Step 1 of this process,

and is unsatisfied with the results of Step Two may report by short staffing form this incident or trend to the department/unit manager or the Executive Director of Clinical Services and/or Executive Director of Nursing to take any necessary action.

4. Any incidents (reported by short staffing forms) or consistent trends identified by Bargaining Unit Members relating to their staffing assignments will be referred to Labor Management for review, discussion, and resolution. The Executive Director of Nursing and/or the Executive Director of Clinical Services will engage the unit/department manager in resolving the identified staffing issue in a timely fashion and will not be limited to waiting for the next Labor Management meeting before action is taken. Action to resolve the problem should be initiated by the next meeting.

5. Any issue may be reviewed and discussed at the following Labor Management meeting.

6. It is agreed that any problem identified under this section shall not be subject to the grievance and arbitration process without first being processed fully through the problem-resolution process set forth aforesaid.

ARTICLE 30
SUCCESSORS AND ASSIGNS

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

ARTICLE 31
DURATION AND CHANGES

31.1 This Agreement may be amended only by written agreement, signed by both parties.

31.2 The terms and conditions of this Agreement shall become effective the first Monday following ratification, and shall continue in full force and effect up to and including the 7th day of July 2028, and thereafter from year to year unless and until either party shall give notice

by registered mail at least 120 days prior to the expiration date and any expiration date thereafter of an intention to terminate, cancel or modify this Agreement.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 25th day of SEPTEMBER, 2025 by and between Pennsylvania Association of Staff Nurses and Allied Professionals (Technical Bargaining Unit) ("Union") and Armstrong County Memorial Hospital ("Employer"), in settlement of the 2025 Collective Bargaining Agreement.

This Settlement Agreement constitutes a full and complete Collective Bargaining Agreement between the Union and Employer, which shall commence ~~at 12:01 a.m. on~~ UPON RATIFICATION 2025, and shall remain in full force and effect until 12:00 a.m. on July 7, 2026.

The parties additionally agree that ratification of this Collective Bargaining Agreement by the membership of the Union on SEPTEMBER 30, 2025, shall be a condition precedent to its taking effect and that the Settlement Agreement will become effective immediately upon ratification by the Union on that date.

The parties will later execute a re-formatted "clean copy" of this Collective Bargaining Agreement; however, it is agreed that this Settlement Agreement and the provisions incorporated herein constitute the terms of the complete Agreement.

For the Union:

Date: 9-25-25

For the Employer:

Thomas S. Gallo

Date: 9/25/25

September 25th, 2025

Letter of Agreement Between Armstrong County Memorial Hospital ("ACMH") and Pennsylvania Association of Staff Nurses and Allied Professionals ("PASNAP")

Re: Clinical Supervisor Letter Agreement

This Letter of Agreement confirms the mutual understanding between ACMH and PASNAP regarding the creation of an Imaging Clinical Supervisor position within the Imaging Department.

1. ACMH may appoint an Imaging Clinical Supervisor who will not be a member of the bargaining unit, but in addition to supervisory responsibilities, shall be permitted to perform bargaining unit Ultrasound Technician work on a regular basis.

2. The Clinical Supervisor will be placed on the schedule with all of the Ultrasound Technicians showing her bargaining unit assignments, including call.

3. Before any Ultrasound Technician is reduced in hours or cancelled or laid off, the Clinical Supervisor's assignment will be limited to supervisory tasks only, unless an emergency situation arises and there is no other qualified Ultrasound Technician to perform the work. If the Ultrasound Supervisor is unable to perform bargaining unit work as scheduled the Hospital will consider calling out another Ultrasound Technician.

4. In the event that the Imaging Clinical Supervisor is scheduled to perform bargaining unit work and an emergency causes the Imaging Clinical Supervisor to be unavailable to perform bargaining unit work as scheduled, the Hospital will make every effort to address the staffing need.

5. Bargaining unit members will be offered overtime before the Clinical Supervisor takes on extra work

6. Any violation of this Agreement will be resolved pursuant to the Grievance Procedure.

This Letter of Agreement is without precedent and shall not be cited or relied upon in any future dispute, except as necessary to enforce its specific terms.

APPENDIX A - WAGE SCALE

			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
		Entry	1,040	2,080	4,160	6,240	8,320	10,400	14,560	20,800	31,200		
			6 mon.	1 year	2 years	3 years	4 years	5 years	7 years	10 years	15 years	17 years	
		Step 1	2	3	4	5	6	7	8	9	10	12	
C5	COTA												
	7/1/24	$23.30	$23.92	$24.55	$25.42	$26.07	$27.00	$27.64	$28.19	$28.73	$29.27		
3.00%	July 2025	$24.00	$24.64	$25.29	$26.18	$26.85	$27.81	$28.47	$29.04	$29.59	$30.15	$30.65	
3.00%	July 2026	$24.72	$25.38	$26.05	$26.97	$27.66	$28.64	$29.32	$29.91	$30.48	$31.05	$31.55	
3.00%	July 2027	$25.46	$26.14	$26.83	$27.78	$28.49	$29.50	$30.20	$30.80	$31.39	$31.98	$32.48	
E1	EKG Tech												
	7/1/24	$17.35	$17.59	$19.55	$20.09	$20.63	$21.17	$21.71	$22.25	$22.79	$23.33		
4.00%	July 2025	$18.04	$18.29	$20.33	$20.89	$21.46	$22.02	$22.58	$23.14	$23.70	$24.26	$24.76	
3.00%	July 2026	$18.59	$18.84	$20.94	$21.52	$22.10	$22.68	$23.26	$23.83	$24.41	$24.99	$25.49	
3.00%	July 2026	$19.14	$19.41	$21.57	$22.17	$22.76	$23.36	$23.95	$24.55	$25.15	$25.74	$26.24	
E2	EEG Tech												
	7/1/24	$19.29	$19.86	$20.35	$21.10	$21.65	$22.44	$23.02	$23.56	$24.10	$24.64		
4.00%	July 2025	$20.06	$20.65	$21.16	$21.94	$22.52	$23.34	$23.94	$24.50	$25.06	$25.63	$26.13	
3.00%	July 2026	$20.66	$21.27	$21.80	$22.60	$23.19	$24.04	$24.66	$25.24	$25.82	$26.39	$26.89	
3.00%	July 2027	$21.28	$21.91	$22.45	$23.28	$23.89	$24.76	$25.40	$25.99	$26.59	$27.19	$27.69	
E3	Echo Tech												
	7/1/24	$28.76	$29.40	$30.10	$31.02	$31.73	$32.70	$33.37	$36.62	$39.32	$42.03		
3.00%	July 2025	$29.62	$30.28	$31.00	$31.95	$32.68	$33.68	$34.37	$37.72	$40.50	$43.29	$43.79	
3.00%	July 2026	$30.51	$31.19	$31.93	$32.91	$33.66	$34.69	$35.40	$38.85	$41.71	$44.59	$45.09	
3.00%	July 2027	$31.43	$32.13	$32.89	$33.90	$34.67	$35.73	$36.46	$40.02	$42.97	$45.93	$46.43	
L2	Lab Assistant (Client Services)												
	7/1/24	$20.39	$21.36	$21.86	$22.62	$23.19	$23.98	$24.57	$25.12	$25.66	$26.20		
3.00%	July 2025	$21.00	$22.00	$22.52	$23.30	$23.89	$24.70	$25.31	$25.87	$26.43	$26.99	$27.49	
3.00%	July 2026	$21.63	$22.66	$23.19	$24.00	$24.60	$25.44	$26.07	$26.65	$27.22	$27.80	$28.30	
3.00%	July 2027	$22.28	$23.34	$23.89	$24.72	$25.34	$26.20	$26.85	$27.45	$28.04	$28.63	$29.13	
L1	LPN												
	7/1/24	$24.75	$26.00	$27.14	$27.81	$28.49	$29.20	$29.90	$30.45	$30.99	$31.53		
3.00%	July 2025	$25.49	$26.78	$27.95	$28.64	$29.34	$30.08	$30.80	$31.36	$31.92	$32.48	$32.98	
3.00%	July 2026	$26.26	$27.58	$28.79	$29.50	$30.23	$30.98	$31.72	$32.30	$32.88	$33.45	$33.95	
3.00%	July 2027	$27.04	$28.41	$29.66	$30.39	$31.13	$31.91	$32.67	$33.27	$33.86	$34.45	$34.95	
R8	Mammo Techs												
	7/1/24	$28.08	$28.73	$29.42	$30.29	$31.00	$31.98	$33.22	$33.77	$34.31	$34.85		
3.00%	July 2025	$28.92	$29.59	$30.30	$31.20	$31.93	$32.94	$34.22	$34.78	$35.34	$35.90	$36.40	
3.00%	July 2026	$29.79	$30.48	$31.21	$32.13	$32.89	$33.93	$35.24	$35.83	$36.40	$36.97	$37.47	
3.00%	July 2027	$30.68	$31.39	$32.15	$33.10	$33.87	$34.95	$36.30	$36.90	$37.49	$38.08	$38.58	
M1	Medical Lab Tech. & Histo Tech												

			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
		Entry	1,040	2,080	4,160	6,240	8,320	10,400	14,560	20,800	31,200	
			6 mon.	1 year	2 years	3 years	4 years	5 years	7 years	10 years	15 years	17 years
	Step	1	2	3	4	5	6	7	8	9	10	12
	7/7/24	$23.81	$25.29	$26.77	$29.44	$32.19	$32.72	$33.26	$33.80	$34.35	$34.89	
3.00%	July 2025	$24.52	$26.05	$27.57	$30.32	$33.16	$33.70	$34.26	$34.81	$35.38	$35.94	$36.44
3.00%	July 2026	$25.26	$26.83	$28.40	$31.23	$34.15	$34.71	$35.29	$35.86	$36.44	$37.01	$37.51
3.00%	July 2027	$26.02	$27.64	$29.25	$32.17	$35.17	$35.75	$36.34	$36.93	$37.54	$38.13	$38.63
M3	Monitor Technician											
	7/7/24	$16.70	$17.48	$18.25	$19.81	$21.37	$22.93	$24.49	$25.03	$25.57	$26.11	
3.00%	July 2025	$17.20	$18.00	$18.80	$20.40	$22.01	$23.62	$25.22	$25.78	$26.34	$26.89	$27.39
3.00%	July 2026	$17.72	$18.54	$19.36	$21.02	$22.67	$24.33	$25.98	$26.55	$27.13	$27.70	$28.20
3.00%	July 2027	$18.25	$19.10	$19.94	$21.65	$23.35	$25.06	$26.76	$27.35	$27.94	$28.53	$29.03
N1	Nuclear Med. Tech											
	7/7/24	$32.48	$32.88	$33.31	$34.14	$34.97	$35.80	$36.60	$37.14	$37.68	$38.23	
3.00%	July 2025	$33.45	$33.87	$34.31	$35.16	$36.02	$36.87	$37.70	$38.25	$38.81	$39.38	$39.88
3.00%	July 2026	$34.46	$34.88	$35.34	$36.22	$37.10	$37.98	$38.83	$39.40	$39.97	$40.56	$41.06
3.00%	July 2027	$35.49	$35.93	$36.40	$37.31	$38.21	$39.12	$39.99	$40.58	$41.17	$41.77	$42.27
O2	OR Tech											
	7/7/24	$26.52	$27.01	$27.52	$28.07	$28.61	$29.15	$29.69	$30.23	$30.77	$31.31	
3.00%	July 2025	$27.32	$27.82	$28.35	$28.91	$29.47	$30.02	$30.58	$31.14	$31.69	$32.25	$32.75
3.00%	July 2026	$28.14	$28.65	$29.20	$29.78	$30.35	$30.93	$31.50	$32.07	$32.64	$33.22	$33.72
3.00%	July 2027	$28.98	$29.51	$30.07	$30.67	$31.26	$31.85	$32.44	$33.03	$33.62	$34.21	$34.71
P4	Physical Therapy Assistant											
	7/7/24	$24.33	$24.94	$25.57	$26.43	$27.07	$28.00	$28.64	$29.18	$29.72	$30.26	
3.00%	July 2025	$25.06	$25.69	$26.34	$27.22	$27.88	$28.84	$29.50	$30.06	$30.61	$31.17	$31.67
3.00%	July 2026	$25.81	$26.46	$27.13	$28.04	$28.72	$29.71	$30.38	$30.96	$31.53	$32.10	$32.60
3.00%	July 2027	$26.59	$27.25	$27.94	$28.88	$29.58	$30.60	$31.30	$31.89	$32.48	$33.07	$33.57
R1	Radiological Technologist											
	7/7/24	$24.90	$25.44	$25.89	$26.66	$27.43	$28.20	$28.97	$29.73	$30.50	$31.27	
3.00%	July 2025	$25.65	$26.20	$26.67	$27.46	$28.25	$29.05	$29.84	$30.62	$31.42	$32.21	$32.71
3.00%	July 2026	$26.42	$26.99	$27.47	$28.28	$29.10	$29.92	$30.73	$31.54	$32.36	$33.17	$33.67
3.00%	July 2027	$27.21	$27.80	$28.29	$29.13	$29.97	$30.81	$31.66	$32.49	$33.33	$34.17	$34.67
R6	Rad. CT & Interventional Angio											
	7/7/24	$29.60	$30.26	$30.96	$31.89	$32.94	$34.56	$36.19	$36.73	$37.27	$37.81	
3.00%	July 2025	$30.49	$31.17	$31.89	$32.85	$33.93	$35.60	$37.28	$37.83	$38.39	$38.94	$39.44
3.00%	July 2026	$31.40	$32.10	$32.85	$33.83	$34.95	$36.66	$38.39	$38.97	$39.54	$40.11	$40.61
3.00%	July 2027	$32.34	$33.07	$33.83	$34.85	$35.99	$37.76	$39.55	$40.14	$40.73	$41.32	$41.82

			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
		Entry	1,040	2,080	4,160	6,240	8,320	10,400	14,560	20,800	31,200	
			6 mon.	1 year	2 years	3 years	4 years	5 years	7 years	10 years	15 years	17 years
	Step	1	2	3	4	5	6	7	8	9	10	12
R7	Rad. MRI											
	7/7/24	$28.13	$28.90	$29.68	$31.23	$32.78	$34.33	$35.89	$36.44	$36.98	$37.52	
3.00%	July 2025	$28.97	$29.77	$30.57	$32.17	$33.76	$35.36	$36.97	$37.53	$38.09	$38.65	$39.15
3.00%	July 2026	$29.84	$30.66	$31.49	$33.13	$34.78	$36.42	$38.08	$38.66	$39.23	$39.80	$40.30
3.00%	July 2027	$30.74	$31.58	$32.43	$34.13	$35.82	$37.51	$39.22	$39.82	$40.41	$41.00	$41.50
R9	Rad. Ultra Sound											
	7/7/24	$31.27	$31.97	$32.70	$33.69	$34.44	$35.13	$36.20	$36.74	$37.28	$37.83	
3.00%	July 2025	$32.21	$32.93	$33.68	$34.70	$35.47	$36.18	$37.29	$37.84	$38.40	$38.96	$39.46
3.00%	July 2026	$33.17	$33.92	$34.69	$35.74	$36.54	$37.27	$38.40	$38.98	$39.55	$40.13	$40.63
3.00%	July 2027	$34.17	$34.93	$35.73	$36.81	$37.63	$38.39	$39.56	$40.15	$40.74	$41.34	$41.84
R4	Respiratory Therapist											
	7/7/24	$25.49	$26.44	$27.40	$29.29	$31.20	$33.09	$35.00	$35.81	$36.62	$37.44	
3.00%	July 2025	$26.25	$27.23	$28.22	$30.17	$32.14	$34.08	$36.05	$36.88	$37.72	$38.56	$39.06
3.00%	July 2026	$27.04	$28.05	$29.07	$31.07	$33.10	$35.11	$37.13	$37.99	$38.85	$39.72	$40.22
3.00%	July 2027	$27.85	$28.89	$29.94	$32.01	$34.09	$36.16	$38.25	$39.13	$40.02	$40.91	$41.41

APPENDIX B HEALTH INSURANCE

For subsequent benefit years in the Agreement, the plan options and plan designs will continue and contribution increases will be governed by the current language in Article 19. Notwithstanding this provision, either side can reopen the Agreement for negotiation over health insurance in subsequent benefit years if the offered benefit substantially deviates from the current plan.

PASNAP-TECHNICALS Payroll Authorization for 2025-2026
FULL-TIME HEALTHCARE COVERAGE OPTIONS

COMMUNITY BLUE PMHR FLEX	Employee Contribution per Pay Period			
Coverage	**< $30,748**	**$30,748 - $49,204**	**$49,204 - $67,655**	**> $67,655**
Individual	$18.27 / pay	$24.36 / pay	$29.23 / pay	$36.54 / pay
Parent/Children	$43.23 / pay	$57.63 / pay	$69.16 / pay	$86.45 / pay
Employee/Spouse	$48.29 / pay	$64.39 / pay	$77.27 / pay	$96.58 / pay
Family	$55.33 / pay	$73.77 / pay	$88.53 / pay	$110.66 / pay

MID PLAN PPO	Employee Contribution per Pay Period			
Coverage	**< $30,748**	**$30,748 - $49,204**	**$49,204 - $67,655**	**> $67,655**
Individual	$ 49.25 / pay	$ 65.66 / pay	$ 78.80 / pay	$98.50 / pay
Parent/Children	$116.52 / pay	$ 155.36 / pay	$186.43 / pay	$233.04 / pay
Employee/Spouse	$130.17 / pay	$ 173.56 / pay	$208.28 / pay	$260.35 / pay
Family	$149.15 / pay	$ 198.86 / pay	$238.63 / pay	$298.29 / pay

(Any Employee adding a spouse after July 1, 2014 will only be permitted to enroll in the Community Blue PMHR Flex plan.)

SPOUSAL EXCLUSION:
PLEASE CHECK THE APPROPRIATE BOX: (APPLIES TO HEALTH COVERAGE ONLY)

- □ Spouse is unemployed and not covered by a company retiree health insurance plan.
- □ Spouse is Self-Employed and has no insurance: Company Name:_____
- □ Spouse is employed but his employer does not offer health insurance. Employee **must** provide a letter from spouse's company stating there are no health benefits available.
- □ Spouse is employed and/or retired and has coverage available to him/her at their place of employment or coverage through a company retiree health insurance plan and would like to be enrolled in an ACMH Hospital health plan. **SPOUSAL SURCHARGE IS APPLICABLE: COMM BLUE: $137.77 / MID PLAN: $172.73 per pay in addition to the above premium.**

***Employee is responsible to notify the Benefits Specialist in the Human Resources Department within 30 days of any change in spouse's ability to obtain health insurance with his/her employer.**

*** Any child between the ages of 19-25 **must** be a full time college student to participate in the dental and vision plan and you must provide proof of student eligibility by providing HR with a letter or schedule from their school stating that they are full time and enrolled in at least 12 credits for each semester.

UNITED CONCORDIA DENTAL		DAVIS VISION	
Individual	No Cost	**Individual**	$ 4.27 / pay
Family Dental	$19.42 / pay	**Two person**	$ 8.55 / pay
No Dental		**Three or more**	$ 11.97 / pay

I authorize A.C.M.H. to deduct from my paycheck $_____ per pay for Healthcare, Dental and Vision coverage for myself and/or any eligible dependents until further notice. Any misrepresentation of an eligible dependent (child/spouse) will result in disciplinary action up to and including termination.

_____ _____
Print Name **Department**

_____ _____
Signature **Date**

(Payments are deducted a month in advance. If you miss a pay period we will deduct an extra payment to begin your coverage. If you resign or are terminated, your coverage ends at the end of that month and any deductions taken for the following month will be reimbursed.)

□ **No Changes** □ **Change the following:**_____

(Rate change is reflected in the June pays for July 1st coverage.)

Office use only:
□Reschini
□Meditech
□Payroll
□Excel

PASNAP-TECHNICALS Payroll Authorization for 2025-2026`
PART-TIME HEALTHCARE COVERAGE OPTION

□ **Hours: 1560 - 2080**

COMMUNITY BLUE PMHA FLEX	**Employee Contribution per Pay Period**			
Coverage	**< $30,748**	**$30,748 - $49,204**	**$49,204 - $67,655**	**> $67,655**
Individual	$ 18.27 / pay	$ 24.36 / pay	$ 29.23 / pay	$ 36.54 / pay
Parent/Child	$683.76 / pay	$689.85 / pay	$694.72 / pay	$702.03 / pay
Employee/Spouse	$818.86 / pay	$824.95 / pay	$829.82 / pay	$837.13/ pay
Family	$1006.52 / pay	$1012.61 / pay	$1017.48 / pay	$1024.79 / pay
MID PLAN PPO	**Employee Contribution per Pay Period**			
Coverage	**< $30,748**	**$30,748 - $49,204**	**$49,204 - $67,655**	**> $67,655**
Individual	$ 49.25 / pay	$ 65.66 / pay	$ 78.80 / pay	$ 98.50 / pay
Parent/Child	$ 946.20 / pay	$ 962.61 / pay	$ 975.75 / pay	$ 995.45 / pay
Employee/Spouse	$1128.25 / pay	$1144.67 / pay	$1157.80 / pay	$1177.50 / pay
Family	$1381.19 / pay	$1397.61 / pay	$1410.74 / pay	$1430.44 / pay

□ **Hours: 1248 - 1559**

COMM BLUE	**Individual**	**Parent/Child**	**Employee/Spouse**	**Family**
1248 Hours	$73.08 / pay	$738.57 / pay	$873.67 / pay	$1061.33 / pay
MID PLAN	**Individual**	**Parent/Child**	**Employee/Spouse**	**Family**
1248 Hours	$196.99 / pay	$1093.94 / pay	$1276.00 / pay	$1528.94 / pay

□ **NOT ELIGIBLE FOR HOSPITAL CONTRIBUTION**

COMM BLUE	**Individual**	**Parent/Child**	**Employee/Spouse**	**Family**
Full Premium	$487.20 / pay	$1152.70 / pay	$1287.79 / pay	$1475.46 / pay
MID PLAN	**Individual**	**Parent/Child**	**Employee/Spouse**	**Family**
Full Premium	$656.64 / pay	$1553.59/ pay	$1735.65 / pay	$1988.59 / pay

UNITED CONCORDIA DENTAL PLAN	**DAVIS VISION PLAN**
Individual: $9.27 / pay	Individual: $4.27 / pay
Family: $28.68 / pay	Two person: $8.55 / pay
	Three or more: $11.97 / pay

*** Any child between the ages of 19-25 **must** be a full time college student to participate in the dental and vision plan and you must provide proof of student eligibility by providing HR with a letter or schedule from their school stating that they are full time and enrolled in at least 12 credits for each semester.

I authorize Armstrong County Memorial Hospital to deduct from my paycheck $_____ per pay for health and/or dental and/or vision coverage for myself and/or any eligible dependents until further notice. Any misrepresentation of an eligible dependent (child/spouse) will result in disciplinary action up to and including termination.

Print Name:_____ **Department:**_____

Signature: _____ **Date:** _____

(Payments are deducted a month in advance. If you miss a pay period we will deduct an extra payment to begin your coverage. If you resign or are terminated, your coverage ends at the end of that month and any deductions taken for the following month will be reimbursed.)

□ **NO CHANGES** □ **CHANGE THE FOLLOWING:**_____

(Plan summaries listed on the ACMH intranet under the Human Resources tab.)

Office use only:

□ **Reschini** □ **Payroll** □ **Meditech** □ **Excel**

APPENDIX C RETIREMENT

Retirement Benefit Contribution Percentages Under ACMH 403(b) Plan

COMPENSATION GROUPS	
Under $30,000 Group: Employees with annual wages equal to or less than $30,000 for the calendar year	
Age as of January 1. 2005	**Contribution Percentage**
43 and older	6.0% of annual wages
36 through 42	5.0% of annual wages
29 through 35	4.0% of annual wages
28 and younger	3.0% of annual wages
$30,000 to $45,000 Group: Employees with annual wages greater than $30,000 but equal to or less than $45,000 for the calendar year	
Age as of January 1. 2005	**Contribution Percentage**
49 and older	5.0% of annual wages
42 through 48	4.0% of annual wages
33 through 41	3.0% of annual wages
32 and younger	2.0% of annual wages

$45,000 to $60,000 Group: Employees with annual wages greater than $45,000 but equal to or less than $60,000 for the calendar year	
Age as of January 1. 2005	**Contribution Percentage**
41 and older	3.0% of annual wages
40 and younger	2.0% of annual wages
Over $60,000 Group: Employees with annual wages greater than $60,000 but capped at $75,000 for the calendar year	
Age as of January 1, 2005	**Contribution Percentage**
45 and older	3.0% of annual wages
44 and younger	2.0% of annual wages

If you were hired after January 1, the hourly rate will be multiplied times expected hours to arrive at the expected annual wages. This amount will determine the category you will enter. The contribution percentage used will be the lowest contribution percentage for that particular category

The contribution percentages used for future years' calculations for each employee shall not change.

In addition to the above contributions, the following increases will occur on the below dates:

Increase for active employees:

.50% increase effective July 1, 2016

.50% increase effective July 1, 2017

APPENDIX D SUBSTANCE ABUSE

It is recognized that the Hospital is committed to providing a drug-free workplace and maintains a zero tolerance drug and alcohol policy. No employee will be at work under the influence of drugs or alcohol. No employee will possess or use alcohol or illegal drugs, narcotics or other controlled substances on the Hospital's property or during working hours (including lunch and rest periods). Bargaining Unit Members will be made aware of this substance abuse policy before or during orientation. Violations of this provision may result in disciplinary action, up to and including suspension or termination of employment, or counseling, education or referral to the Hospital's Employee Assistance Program, depending upon the circumstances surrounding the violation.

An employee who voluntarily advises or admits when confronted by the Hospital to an alcohol, narcotic or substance abuse problem will be eligible for a leave of absence for the purpose of treatment and rehabilitation for a period not to exceed thirty (30) days. Upon approval, such employee will be eligible to utilize accrued sick leave and/or vacation during this thirty (30) day leave period and benefits will continue to be provided. The leave must be requested prior to the commission of an act subject to disciplinary action. Upon completion of the leave, the Hospital may require the Bargaining Unit Member to provide certification that she is capable of performing her duties and free from the effects of the prior dependency. The Bargaining Unit Member must also be free to random testing upon return to work for a period of one (1) year as a condition of the leave. In the case of such an employee, a positive test or refusal to test will be cause for termination.

Should a supervisor have reasonable suspicion to believe that a Bargaining Unit Member has reported for work or is working while under the influence of alcohol, narcotics or any other controlled substance, the supervisor will have the right to notify the Bargaining Unit Member and to immediately take appropriate action, including suspension and/or discharge of the Bargaining Unit Member without pay. "Reasonable suspicion" may be based on, but is not limited to a consideration of the following factors: jeopardizing patient or workplace safety, smell of alcohol on breath, unusual behavior, sleeping on the job, repeated tardiness or early quits, repeated absences, on-the-job errors and mistakes that could be related to impaired judgment and certain off-the-job conduct including arrests for possession, sale or use of drugs, or

arrests for driving a vehicle while under the influence of alcohol or drugs. The Hospital may then require and/or inform the employee of the right to immediately secure a test, at Hospital expense at a facility designated by the Hospital, to determine whether or not the employee is under the influence of alcohol, narcotics or any other controlled substance. Prior to submitting to such testing, the Bargaining Unit Member will have the right to request consult with an Association representative, so long as such consultation does not unduly delay the testing process. The testing will be performed at ACMH's laboratory for blood-alcohol content testing, and at Med Tox or other qualified service for other substance abuse testing, and will be accomplished in a manner compatible with Bargaining Unit Member dignity. Samples will be properly sealed and chain of custody will be followed. Laboratories shall use split sample protocols to ensure confirmatory testing at a second, qualified laboratory, and will be accomplished in a manner compatible with Bargaining Unit Member dignity. The collection will be done at ACMH in a manner that assures privacy, and for which no other Bargaining Unit Members are present except for the Bargaining Unit Member's chosen Association representation. The sample will be anonymously labeled, and the identifying information shall be known only to the affected Bargaining Unit Member, the chosen Association representative and the Occupational Health Nurse or designee. Laboratories shall use split sample protocols to ensure confirmatory testing at a second, qualified laboratory, at the Bargaining Unit Member's expense. If confirmation is necessary, the sample will be registered and sent out in a manner compatible with Bargaining Unit Member dignity and privacy. Any Bargaining Unit Member who is taking narcotics or other controlled substances under the direction of a physician must report this fact to the Hospital before a test is conducted.

Should the Bargaining Unit Member refuse to take the test, this could be a basis for disciplinary action up to and including discharge.

If the Bargaining Unit Member undergoes the test and is found conclusively to not be under the influence of alcohol, narcotics or other controlled substances, the suspension will be removed and the employee's record will immediately be purged of any mention of the suspension and the employee will be made whole for all working time lost due to the suspension, unless the discipline is imposed for other misconduct arising out of the incident that gave rise to the test.

If the employee undergoes the test and is found to be under the influence of alcohol, narcotics or other controlled substance, this will be cause for discipline, up to and including discharge. A split sample will be used to confirm positive results.

Should any government or regulatory agency require or impose stricter standards for employees in classifications covered by this agreement, those standards should be deemed incorporated herein.

The Hospital recognizes that since all Bargaining Unit Members have right to their privacy, disciplinary action against a Bargaining Unit Member for criminal actions for off-duty possession, use or abuse of controlled substances will only be taken where this off-duty conduct directly impairs the Bargaining Unit Member's on-the-job performance, or where said action adversely impacts the Hospital or its reputation within the community. Nothing herein will be deemed to be a limitation upon the Hospital's recognized right to require screening for substance abuse in pre-employment physical examinations

APPENDIX E SERVICE LINES

Imaging Services:

1. Diagnostics
2. CT
3. MRI
4. IR
5. Ultrasound
6. Mammo
7. Nuclear Med

Cardiopulmonary:

1. EKG
2. EEG
3. ECHO
4. Respiratory
5. Sleep
6. Pulmonary Rehab

Lab:

1. General Lab
2. Histology
3. Client Services

Rehab:

1. PT
2. OT

Nursing:

1. 2A
2. 3B
3. SNU
4. OR
5. Endo
6. 3C
7. ER
8. Cancer Center
9. Wound Clinic

APPENDIX F DEPARTMENTS

Imaging Services

Laboratory

Rehab Services

Cardiopulmonary

Nursing

APPENDIX G PREVENTION OF VIOLENCE IN THE WORKPLACE

Volunteers who wish to become members of the "Core Code Green Response Team" will be CPI Certified and trained in violence prevention and de-escalation methods as well as appropriate methods to control violent patients.

In addition to the "Core Code Green Response Team", any Bargaining Unit Member may request to be CPI certified. Such requests shall not be unreasonably denied.

The Hospital will provide quarterly trainings on such topics as de-escalation, self- defense, violence prevention techniques, and other relevant topics to all CPI Certified staff. These trainings will not be limited to Bargaining Unit Members with CPI Certification. A portion of each "Core Code Green Response Team" must attend the monthly meetings to ensure that they receive CPI training each calendar quarter. Non- CPI Certified staff may request to attend these trainings. Such requests shall not be unreasonably denied.

The Hospital and Association agree to meet and discuss at Labor-Management Committee meetings techniques on how to prevent violence in the workplace. At these meetings, the Hospital will share with the Association Code Green incident reports involving violence.

Nothing in this Agreement shall infringe upon a Bargaining Unit Member's right to call the police in response to a violent situation, or to prevent a violent situation. Calling the police should not be a substitute for calling a "Code Green." The Hospital also recognizes a Bargaining Unit Member's right to lawfully report, where appropriate, significant incidents of violence to the police.

The Hospital shall continue its practice to contract and maintain a trained and physically capable security team to respond to and prevent workplace violence.

The Hospital will utilize security cameras in the facility as it determines appropriate. The Hospital will notify the Association in the event of the installation of any additional cameras.

APPENDIX H - STAFFING GUIDELINES

Staffing Guidelines - snu

	7:00 - 3:00						3:00 - 11:00					11:00 - 7:00					
# of Residents	D. O. N. / RNAC	CHARGE RN	LPN	NA	US	Total 7-3 Direct Care Hours	RN	LPN	NA	US	Total 3-11 Direct Care Hours	RN	LPN	NA	Total 11-7 Direct Care Hours	Direct HPPD* Target: 5.5	Total HPPD** Target: 7.0
17	8.0	8.0	16.0	16.0	8.0	40.0	8.0	16.0	16.0	4.0	40.0	8.0	8.0	16.0	32.0	6.59	7.76
16	8.0	8.0	16.0	16.0	8.0	40.0	8.0	16.0	16.0	4.0	40.0	8.0	8.0	16.0	32.0	7.00	8.25
15	8.0	8.0	16.0	16.0	8.0	40.0	8.0	16.0	16.0	4.0	40.0	8.0	8.0	16.0	32.0	7.47	8.80
14	8.0	8.0	16.0	16.0	8.0	40.0	8.0	16.0	16.0	4.0	40.0	8.0	8.0	8.0	24.0	7.43	8.86
13	8.0	8.0	16.0	16.0	8.0	32.0	8.0	12.0	16.0	4.0	36.0	8.0	8.0	8.0	24.0	7.69	9.23
12	8.0	8.0	8.0	16.0	8.0	32.0	8.0	12.0	16.0	4.0	36.0	8.0	8.0	8.0	24.0	7.67	9.33
11	8.0	8.0	8.0	16.0	8.0	32.0	8.0	8.0	8.0	4.0	24.0	8.0	8.0	8.0	24.0	7.27	9.09
10	8.0	8.0	8.0	8.0	8.0	24.0	8.0	8.0	8.0	4.0	24.0	8.0	8.0	8.0	24.0	7.20	9.20
9	8.0	8.0	8.0	8.0	8.0	24.0	8.0	8.0	8.0	4.0	24.0	8.0	8.0	8.0	24.0	6.00	10.22
8	8.0	8.0	8.0	8.0	8.0	24.0	8.0	8.0	8.0	4.0	24.0	8.0	8.0	8.0	24.0	9.00	11.50
7	8.0	8.0	8.0	8.0	8.0	24.0	8.0	8.0	8.0	4.0	24.0	8.0	8.0	0.0	16.0	9.14	12.00
6	8.0	8.0	8.0	8.0		24.0	8.0	8.0	8.0		24.0	8.0	8.0	0.0	16.0	10.67	12.00
5	8.0	8.0	8.0	8.0		24.0	8.0	8.0	8.0		24.0	8.0	8.0	0.0	16.0	12.80	14.40
4	8.0	8.0	8.0	8.0		24.0	8.0	8.0	8.0		24.0	8.0	8.0	0.0	16.0	16.00	18.00
3	8.0	8.0	8.0	8.0		24.0	8.0	8.0	8.0		24.0	8.0	8.0	0.0	16.0	21.33	24.00
2	8.0	8.0	8.0	8.0		24.0	8.0	8.0	8.0		24.0	8.0	8.0	0.0	24.0	32.00	36.00
1	8.0	8.0	8.0	8.0		24.0	8.0	8.0	8.0		24.0	8.0	8.0	0.0	16.0	64.00	72.00
0																#VALUE!	#VALUE!

Revised 09/2005, ,03/2014
Reviewed 09/2006, 09/2007, 09/2008, 05/2013
Reviewd: 6/2015
Reviewed: 7/2016
Reviewed: 11/2017
Revised: 7/2018
Revised: 7/2019
Reviewed: 9/2022
Revised: 5/2025
Revised: 8/2025
Revised: 9/2025

* Direct HPPD = RN,LPN, and NA hours divided by census.

** Total HPPD = D. O. N./RNAC, RN, LPN, NA and US hours divided by census.

*** On 11p-7a shift, for a census of 5 or below, may use 1 RN & 1 C N A instead of 1 RN &LPN. Due to an unforeseen circumstance.

**** RN or LPN may be used in place of a C N A on any shift.

Elizabeth Duby 10/7/2025

Staffing Guidelines - 2A

	7:00 - 3:00								3:00 - 11:00					11:00 - 7:00				
# of Patients	Nurse Manager	Charge RN	RN	LPN	NA	US	SW	Total 7-3 Direct Care Hours	RN	LPN	NA	US	Total 3-11 Direct Care Hours	RN	NA	Total 11-7 Direct Care Hours	Direct HPPD* Target:	Total HPPD** Target: 9.0
17	4.0	8.0	24.0	8.0	16.0	8.0	16.0	56.0	16.0	8.0	16.0	8.0	40.0	16.0	16.0	32.0	7.53	9.18
16	4.0	8.0	24.0	8.0	16.0	8.0	16.0	56.0	16.0	8.0	16.0	8.0	40.0	16.0	16.0	32.0	8.00	9.75
15	4.0	8.0	24.0	8.0	16.0	8.0	16.0	56.0	16.0	8.0	16.0	8.0	40.0	16.0	16.0	32.0	8.53	10.40
14	4.0	8.0	16.0	8.0	16.0	8.0	16.0	48.0	16.0	8.0	16.0	8.0	40.0	16.0	16.0	32.0	8.57	10.57
13	4.0	8.0	16.0	8.0	16.0	8.0	16.0	48.0	16.0	8.0	16.0	8.0	40.0	16.0	16.0	32.0	9.23	11.38
12	4.0	8.0	16.0	8.0	16.0	8.0	16.0	48.0	16.0	8.0	16.0	8.0	40.0	16.0	16.0	32.0	10.00	12.33
11	4.0	8.0	8.0	8.0	16.0	8.0	16.0	40.0	16.0	8.0	16.0	8.0	40.0	16.0	16.0	32.0	10.18	12.73
10	4.0	8.0	8.0	8.0	16.0	8.0	16.0	40.0	16.0	8.0	16.0	8.0	40.0	16.0	16.0	32.0	11.20	14.00
9	4.0	8.0	8.0	0.0	8.0	8.0	12.0	24.0	16.0	0.0	8.0	8.0	24.0	16.0	8.0	24.0	8.00	11.11
8	4.0	8.0	8.0	0.0	8.0	8.0	12.0	24.0	16.0	0.0	8.0	8.0	24.0	16.0	8.0	24.0	9.00	12.50
7	4.0	8.0	8.0	0.0	8.0	8.0	12.0	24.0	16.0	0.0	8.0	8.0	24.0	16.0	8.0	24.0	10.29	14.29
6	4.0	8.0	8.0	0.0	0.0	0.0	12.0	16.0	16.0	0.0	0.0	0.0	16.0	16.0	0.0	16.0	8.00	10.00
5	4.0	8.0	8.0	0.0	0.0	0.0	8.0	16.0	16.0	0.0	0.0	0.0	16.0	16.0	0.0	16.0	9.60	12.00
4	4.0	8.0	8.0	0.0	0.0	0.0	8.0	16.0	16.0	0.0	0.0	0.0	16.0	16.0	0.0	16.0	12.00	15.00
3	4.0	8.0	8.0	0.0	0.0	0.0	8.0	16.0	16.0	0.0	0.0	0.0	16.0	16.0	0.0	16.0	16.00	20.00
2	4.0	8.0	8.0	0.0	0.0	0.0	8.0	16.0	16.0	0.0	0.0	0.0	16.0	16.0	0.0	16.0	24.00	30.00
1	4.0	8.0	8.0	0.0	0.0	0.0	8.0	16.0	16.0	0.0	0.0	0.0	16.0	16.0	0.0	16.0	48.00	60.00
0	4.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	#####	#DIV/0!

Revised: 11/2/05
Revised: 12/11//06
Reviewed: 12/07
Reviewed: 12/08
Revised: 4/5/10
Revised: 7/14/10
Revised: 8/18/10

Revised 5/2013
Revised 7/2013
Revised 10/2013
Revised 11/2013
Revised 3/2014
Revised: 3/26/2014
Revised 1/20/2015

Reviewed: 6/2015
Reviewed: 7/2016
Reviewed: 11/2017
Revised: 7/2018
Reviewed: 9/2022
Revised: 5/2025
Revised: 9/2025

*Direct HPPD - CHARGE RN, RN, LPN, and NA hours divided by census
**Total HPPD = Nurse Manager, Charge RN, RN, LPN, NA, and US hours divided by census.

***Leave an extra aide any time there is one or more varied observation patients.
Calls to be placed based on acuity and need.
If an RN determines that the need is imminent, she will escalate to the supervisor, nurse manager or program director, who will keep a record of attempts to contact all trained staff. This record will be kept on the schedule.

7-3 LPN will take a patient assignment of 2 when census is 10-12. WILL NOT TAKE DISCHARGES OR ADMISSIONS.

SIDE LETTERS

Side Letter: Safety in Imaging

The hospital is exploring alarm systems for employees working alone. Until such alarm system is active, employees in CT may request for a member of staff from the emergency department to accompany and remain with any patient who is identified as presenting a risk. In the event that no staff from the emergency department is available to accompany the patient, the nursing supervisor will be alerted and may either accompany the patient or relieve staff in the emergency department so that they may accompany the patient.

Side Letter: Arbitration Scheduling

Within thirty days of ratification of this Agreement, the parties agree to hold a conference to discuss arbitration scheduling and possible resolution of outstanding grievances and arbitrations.