Collective Bargaining Agreement

BY AND BETWEEN

Mercy Fitzgerald Hospital (MFH)

AND

Fitzgerald Mercy Hospital Nurses' Association/ Pennsylvania Association of Staff Nurses and Allied Professionals (FMHNA/PASNAP)

November 16, 2024, through November 16, 2027

TABLE OF CONTENTS

ARTICLE 1.	RECOGNITION	1
ARTICLE 2.	MANAGEMENT RIGHTS	2
ARTICLE 3.	DUES DEDUCTION	2
ARTICLE 4.	PROBATIONARY PERIOD	3
ARTICLE 5.	NO DISCRIMINATION	3
ARTICLE 6.	NO STRIKE/NO LOCKOUT	4
ARTICLE 7.	GRIEVANCE PROCEDURE	4
ARTICLE 8.	ARBITRATION	6
ARTICLE 9.	SENIORITY	7
ARTICLE 10.	DISCIPLINE AND DISCHARGE	8
ARTICLE 11.	PERSONNEL FILES	9
ARTICLE 12.	GENERAL PROVISIONS	10
ARTICLE 13.	POOL NURSES	11
ARTICLE 14.	TYPES OF EMPLOYEES	11
ARTICLE 15.	EFFECT OF LEGISLATION - SEPARABILITY	11
ARTICLE 16.	HEALTH AND SAFETY	12
ARTICLE 17.	LAYOFF/RECALL	12
ARTICLE 18.	DISPLACEMENT	14
ARTICLE 19.	CND RN ADVISORY FORUMS	15
ARTICLE 20.	UNION ACTIVITY, ACCESS TO MFH AND BULLETIN BOARDS	16
ARTICLE 21.	UNION SECURITY/AGENCY SHOP	17
ARTICLE 22.	LEAVE OF ABSENCE	18
ARTICLE 23.	POSTINGS AND JOB BIDDING	18
ARTICLE 24.	HOURS	19
ARTICLE 25.	TEMPORARY REASSIGNMENT	23
ARTICLE 26.	VACATION	24
ARTICLE 27.	HOLIDAYS	26
ARTICLE 28.	PAID TIME OFF/SICK TIME	27
ARTICLE 29.	IN-SERVICE/TUITION REIMBURSEMENT	29
ARTICLE 30.	OVERTIME	30
ARTICLE 31.	SHIFT DIFFERENTIAL	31
ARTICLE 32.	RETIREMENT PROGRAM	32
ARTICLE 33.	WEEKEND DIFFERENTIAL	33

ARTICLE 34.	ON CALL	34
ARTICLE 35.	HEALTH BENEFITS	35
ARTICLE 36.	WAGES	38
ARTICLE 37.	STAFFING	38
ARTICLE 38.	VOLUNTARY POLITICAL ACTION DEDUCTION	41
ARTICLE 39.	CREDIT FOR NON-U.S. RN LICENSES	42
ARTICLE 40.	PROFESSIONAL DEVELOPMENT	42
ARTICLE 41.	NURSE QUALITY AND PRACTICE COMMITTEE	42
ARTICLE 42.	EQUIPMENT & SUPPLIES	43
ARTICLE 43.	SAFETY & SECURITY	43
ARTICLE 44.	LOAN REIMBURSEMENT	44
ARTICLE 45.	SUCCESSORSHIP	44
ARTICLE 46.	VIRTUAL REGISTERED NURSE (vRN)……	44
APPENDIX A	WAGE SCHEDULE MERCY FITZGERALD HOSPITAL	47
APPENDIX B	AGREEMENT ON COMBINING SHIFTS	47
APPENDIX C	LIST OF FUNCTIONAL DUTIES	48

AGREEMENT

This Agreement made and entered into as of this 16th day of November 2024 between **MERCY FITZGERALD HOSPITAL** (hereinafter called "MFH") and **FITZGERALD MERCY HOSPITAL NURSES ASSOCIATION/PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS** (hereinafter called "UNION").

WITNESSETH:

WHEREAS, the parties hereto recognize that the enlightened participation of the public, management and labor is needed if MFH is to make its maximum contribution to the community, and recognizing that complete and uninterrupted patient care is of vital importance to the health, welfare and safety of the community, and desiring to establish conditions of employment under which members of the bargaining unit shall work for MFH during the term of this Agreement; and

WHEREAS, the parties hereto are in further accord that effective employee management cooperation in the public service requires a clear statement of the respective rights and obligations of labor and management; and

WHEREAS, the parties hereto desire to regulate relations between the parties with a view of securing harmonious cooperation thereby averting interruptions and interferences with services to patients;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

ARTICLE 1.
RECOGNITION

Section 1. MFH recognizes the UNION as the sole and exclusive bargaining representative of the full-time and regular part-time registered and graduate nurses employed as RNs by MFH and specifically set forth as follows: Psychiatric Crisis RNs, Intensive Care Nursery RNs, Medical Intensive Care RNs, Surgical Intensive Care RNs, Coronary Care RNs, Clinical Coordinators, Charge Nurse RNs, Medical/Surgical RNs, Oncology RNs, Labor and Delivery RNs, Psychiatric RNs, Operating Room RNs, Post Anesthesia Care RNs, Short Procedure RNs, Pre-Admission Testing RNs, Private Out Patient RNs, Emergency Room RNs, Cardiac Catheterization RNs, Rehabilitation RNs, In-Hospital Skilled Nursing Facility RNs, Occupational Health RNs, Hospice RNs, Cardiac Rehabilitation RNs, Out Patient Accounting/Clinic RNs, Work Care RNs, Employee Health Office RNs, Ambulatory Care RNs, Oasis RNs, Pediatric RNs, Care Coordinators and PICC Unit.

Section 2. Excluded from the bargaining unit are all other full-time and regular part-time registered and graduate nurses employed by the Hospital including: Oncology Management RNs, Infection Control RNs, Quality Improvement RNs, Workers' Compensation RNs, Nurse Educators, Nurse Practitioners, CRNAs, Pool Nurses, Patient Care Managers, Nursing Supervisors, Emergency Department Care Management RNs, Clinical Documentation

Specialist RNs, Clinical Care Supervisors, all Religious (Sisters, Clergy, Brothers), Vice Presidents, Director of Nursing, Guards and Supervisors as defined in the Act.

Section 3. The term "MFH" as used in this Agreement shall refer to the Mercy Fitzgerald Hospital. Whenever the term "Employee" is used in this Agreement it shall refer to the employees in the bargaining unit covered by this Agreement.

Section 4. MFH agrees that, for the duration of this Agreement, it will not seek to reclassify any current bargaining unit positions, including but not limited to "Charge Nurse" positions, as a non-bargaining unit position through the NLRB or any other legal or arbitral process.

ARTICLE 2.
MANAGEMENT RIGHTS

Section 1. The management of MFH and the direction of the working force are vested exclusively with MFH. Except where expressly abridged by a specific provision of this Agreement, MFH retains the sole right to hire, discipline, suspend or discharge for just cause, layoff, promote, transfer and assign its employees; to determine or change the work week and the starting and quitting time and number of hours worked; to promulgate reasonable working rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge or reduce a department, function or division; to assign, reassign or transfer employees to other departments as operations may require; to introduce new or improved facilities; to carry out the ordinary and customary functions of management whether or not possessed by MFH prior to the execution of this Agreement.

Section 2. MFH may introduce a change in the method or methods of operation which will produce a change in job duties and reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of a program and of work force reductions in any program to be hereafter under-taken by MFH.

Section 3. The UNION and MFH agree to work cooperatively to attain and maintain maximum quality patient care and full efficiency.

Section 4. The provisions of subparagraphs 1 and 2, above, constitute a clear, unmistakable and unequivocal waiver by the UNION of MFH's duty to bargain during the term of this Agreement concerning all the subjects set forth therein.

ARTICLE 3.
DUES DEDUCTION

Section 1. MFH agrees to deduct the annual dues and fees, if any, from the wages of each employee who has signed a written payroll authorization form. These deductions shall be made on a bi-weekly basis.

Section 2. On a bi-weekly basis MFH shall remit to the UNION Local Treasurer deductions from the wages of employees for the preceding pay period, along with a list of all employees for whom deductions have been made.

Section 3. MFH shall not be obligated to make deductions of any kind from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 4. The UNION shall indemnify and save MFH harmless from any claims, suits, judgments, expenses, attachments and from any other form of liability as a result of making a deduction in accordance with the provisions of this Article or any other provisions relating to the requirements of membership in the UNION.

Section 5. MFH shall be relieved from making any dues deductions from any employee upon his/her a) termination of employment, b) transfer to a position outside the bargaining unit, c) layoff or d) excused leave of absence.

Section 6. MFH shall furnish the UNION each month the names of newly hired employees, including addresses, unit/department, the Full Time Equivalent (hereinafter called "FTE") status, date of hire, and names of all employees on leave of absence, termination and/or resignation.

Section 7. Upon receipt of a voluntary written fair share fee authorization from an employee covered by this agreement who, has elected not to become a member of the Union, the Employer agrees to deduct in bi-weekly equal payments the appropriate proportion of bi-weekly dues consistent with applicable law.

ARTICLE 4.
PROBATIONARY PERIOD

Section 1. All new employees hired will be considered probationary employees for a period of one hundred and eighty (180) days from the date of hire.

Section 2. During the probationary period, MFH may discharge any such employee at will and such discharge shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 5.
NO DISCRIMINATION

Section 1. Neither MFH nor the UNION shall discriminate against or in favor of any employee on account of race, color, creed, national origin, sex, age or disability, provided such disability does not interfere with the performance of work responsibilities or duties (as required by Federal Law) or Union membership.

Section 2. Americans with Disabilities Act

The UNION and MFH agree to cooperate regarding the interpretation and application of the collective bargaining agreement in order to provide reasonable accommodations to an employee covered under the Americans with Disabilities Act.

ARTICLE 6.
NO STRIKE/NO LOCKOUT

Section 1. No employee shall engage in any strike, sit-down, sit-in, slow down, cessation or stoppage or interruption of Work, boycott or other interferences with the operation of MFH. No employees shall engage in picketing of any kind, including but not limited to "informational picketing."

Section 2. The UNION, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, condone, participate in or sanction any strike, sit-down, sit-in, slow-down or picketing of any kind, including but not limited to "informational picketing," cessation or stoppage or interruption of work, boycott, or other interference with the operations of MFH, or ratify, condone or lend support to any such conduct or action.

Section 3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the MFH occur, the UNION shall immediately upon a request by MFH:

(a) Publicly disavow such action by the employees.

(b) Advise MFH in writing that such action by employees has not been called or sanctioned by the UNION.

(c) Notify employees that such action is in violation of this agreement and instruct such employees to cease such action and return to work immediately.

(d) Post notices at UNION bulletin boards advising that such action is in violation of this Agreement and instructing employees to return to work immediately.

Section 4. MFH agrees that it will not lockout employees during the term of this Agreement.

Section 5. Any employee engaging in activity prohibited by this Article shall be subject to immediate discipline including discharge.

Section 6. In the event of an alleged or asserted breach of this Article, either MFH or the UNION may resort to courts with competent jurisdiction.

ARTICLE 7.
GRIEVANCE PROCEDURE

A. Definition and Procedure

Section 1. **Procedure**: Should any grievance arise as to the interpretation of or alleged violation of the Agreement, the employee or employees affected or the UNION shall process the grievance in accordance with the following procedure:

Section 2. **Computing Time Limitations**: Saturdays, Sundays and named holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

Section 3. Since it is important that a grievance be processed as rapidly as possible in order to further labor/management relations, all time limits must be adhered to. If the employee fails to file a grievance within the time period or fails to appeal the grievance to the next step, the grievance shall be resolved and not subject to further appeal. If management does not respond by meeting or written response within the time period the grievance shall be resolved in the grievant's favor.

Section 4. Written responses to Steps One (1), Two (2) and Three (3) shall be made to the employee, the UNION Nurse Representative and/or a Local UNION officer.

Section 5. A grievance that affects a substantial number or class of employees, shall initially be presented in writing within ten (10) days of the event at Step Three (3) by a Local UNION officer and/or a Staff Representative of PASNAP.

Section 6. Any time limit within this Article may be extended by mutual written agreement of the parties executed before the contractual time limit. Such extension shall not be unreasonably denied.

B. Steps

Step One (1). The employee or employees affected shall reduce the grievance to writing and hand-deliver or via email it to his/her immediate supervisor, manager or designee within fifteen (15) days of its occurrence, either directly or through a representative of the UNION in an attempt to effect a satisfactory settlement. The supervisor, manager or designee shall have ten (10) days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached, the UNION may within five (5) days after the supervisor, manager or designee's answer appeal to --

Step Two (2). The employee and Nurse Representative shall present the written grievance to his/her Department Manager or his/her authorized representative. The Department Manager or his/her designee shall have five (5) days to meet the employee and Nurse Representative in an attempt to reach a satisfactory settlement and shall provide written response within five (5) days. If no satisfactory settlement is reached, the UNION may appeal to --

Step Three (3). The grievant or UNION will submit the written appeal to MFH's Director of Employee Relations or his/her authorized representative within ten (10) days after response from Step Two (2) was received or was due from the Department Manager. The Director of Employee Relations or designee(s) shall schedule a meeting with the grievant, Nurse Representative, Local Officer and UNION Representative within ten (10) days in order to reach a satisfactory settlement and shall provide a written decision within ten (10) days.

Section 1. The Nurse Representative and/or Local UNION Officer shall be permitted to spend reasonable amounts of time during regular scheduled working hours in the handling and processing of grievances under the above procedure without loss of pay. Both the

grievant(s) and/or witness(es) shall be allowed to attend a grievance meeting without loss of pay if scheduled during working hours.

Section 2. Effect of Settlement: The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between MFH and the UNION shall be final and binding upon the employee, employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by MFH and the UNION shall be final and binding upon all employees and upon any person affected thereby.

Section 3. Suspension/Discharge: An employee who has been suspended or discharged shall file his/her appeal at Step Three (3) with the MFH's Director of Employee Relations or his/her authorized representative within ten (10) working days from the receipt of notice by the UNION of the suspension or discharge. The grievance shall then be processed in accordance with Step Three (3) of the grievance procedure.

ARTICLE 8.
ARBITRATION

Section 1. A grievance or disciplinary appeal other than one involving a performance evaluation, which has not been resolved may within thirty (30) working days after completion of Step Three (3) of the Grievance Procedure, be appealed to arbitration by the UNION to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

Section 2. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by both parties.

Section 3. The Arbitrator's decision shall be rendered within thirty (30) working days after the hearing, unless extended by mutual agreement. The award of an arbitrator hereunder shall be final, conclusive and binding upon MFH, the UNION and the employee(s).

Section 4. The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined, and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

Section 5. If the discharge of an employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

Section 6. The term "patient" for the purposes of this Agreement shall include those seeking admission and those seeking care or treatment in MFH emergency rooms, ambulatory and outpatient areas, as well as those already admitted.

Section 7. Unless mutually agreed by the parties in writing, no more than one (1) grievance shall be submitted to an Arbitrator in any case. An Arbitrator hereunder shall have no jurisdiction or power to hear or decide more than one (1) grievance at one (1) time.

ARTICLE 9.
SENIORITY

Section 1. Definition

(a) Trinity Health (hereinafter "TH") seniority - TH seniority is defined as the length of time an employee has been continuously employed by TH in any job title. TH seniority shall apply for entitlement to vacation, sick and Paid Time Off (hereinafter called "CTO") leave and all fringe benefits, including the MHS Defined Benefit Pension Plan, subject to all the requirements of the Plan.

(b) A nurse who is currently employed within TH and is hired within the MFH bargaining unit shall maintain their TH seniority as it pertains to benefits, wages, time off, etc.

(c) MFH union seniority- is defined as the length of time a nurse has held a bargaining unit position at MFH. MFH union seniority shall be applicable for time off and holiday selection, job bidding, transfer, layoff/displacement and recall. MFH union seniority is determined as follows:

(1) All nurses hired prior to April 1, 2020, shall maintain their seniority as per the list of MFH union seniority that has been supplied to the union.

(2) All nurses hired after April 1, 2020, will be considered new hires within the MFH bargaining unit and shall accrue MFH union seniority according to date of hire as a bargaining unit nurse.

Section 2. When two (2) or more employees are hired on the same day, seniority shall be based upon the "alpha" sequence of their surnames as of their date of hire.

Section 3. Seniority shall accrue:

(1) Leave Of Absence (hereinafter called "LOA") with pay;

(2) LOA without pay up to twelve (12) months;

(3) retroactive to date of hire after probationary period completed;

(4) military service per Federal law.

Section 4. A Temporary employee is one who is hired for a period up to six (6) months. In no case however shall a temporary employee be employed for more than six (6) months and one (1) day without becoming a member of the bargaining unit.

Section 5. Loss of Seniority:

(1) voluntarily terminates employment;

(2) is discharged for just cause;

(3) is laid off for a period of twelve (12) months;

(4) fails to return to work within seven (7) days following the end of an LOA without an excuse acceptable to MFH;

(5) engaging in gainful employment during any leave of absence, except when on an educational leave of absence;

(6) declines an offer of recall from layoff to a comparable position;

(7) is absent for three consecutive days or shifts without notifying MFH unless the employee presents an excuse acceptable to MFH;

(8) fails to report for work following recall from layoff or a decision of an arbitrator reinstating an employee who was discharged within three (3) days after being notified by telephone, e-mail or mail at the last address in MFH's records.

Section 6. MFH agrees to provide the UNION an updated seniority list by name, date of hire within the bargaining unit, separated by department/unit on July 1st of each year.

Section 7. Any employee who leaves the bargaining unit to accept any TH position (including MFH) and maintains continuous service within MHS shall have his/her bargaining unit seniority restored upon return to the bargaining unit within one (1) year.

ARTICLE 10.
DISCIPLINE AND DISCHARGE

Section 1. MFH shall have the right to discharge, suspend or discipline any employee for just cause. MFH will notify the UNION in writing of any discharge or suspension within twenty-four (24) hours immediately following the discharge or suspension.

Section 2. When a disciplinary interview is scheduled, a nurse shall have the right to have a Nurse Representative present at the meeting. If requested, the nurse shall be given a maximum of four (4) hours to contact a Nurse Representative or Union Representative. The interview will occur prior to the end of the nurse's shift. If the nurse declines representation from available Nurse Representatives, the interview will proceed without representation. The Union will provide a list of Nurse Representatives to the Hospital. The Union will provide an updated list to the Hospital when additional Nurse Representatives are added. In addition, the Union will provide the Hospital with a list of Nurse Representatives available to come to the Hospital on an emergency basis, if needed.

Section 3. If the nurse wishes to contest the discharge, suspension or discipline, the nurse and/or Nurse Representative shall give written notice to MFH's Director of Employee Relations or his/her designee within ten (10) working days from the date of receipt of disciplinary notice by the UNION. In such event, the appeal shall be submitted and determined under the grievance and arbitration procedure, commencing at Step Three (3) of the grievance procedure in the case of a suspension or discharge.

Section 4. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and named holidays.

Section 5. If a nurse is to receive any disciplinary action, it shall be done in private with dignity and respect.

ARTICLE 11.
PERSONNEL FILES

Section 1. All counseling/corrective action documents will remain in employees' personnel file for the duration of their employment. All minor infractions including oral or written warnings and excluding performance evaluations shall not be considered in subsequent discipline after one (1) year from the date the discipline is issued, provided that the one (1) year is free of infractions. All final written warnings, suspensions and any other non-minor infractions shall not be considered in subsequent discipline after eighteen (18) months from the date the discipline is issued, provided that the eighteen (18) months is free of infractions.

(a) The time periods set forth in Section 1(a) will be calculated based on time worked. Time away from work for an approved leave, STD, LTD, a work-related injury or similar longer term absences shall not count in calculating the one (1) year and eighteen (18) month time periods. In other words, the "clock stops" during these time period for purposes of calculating the time(s).

(b) All discipline related to attendance/lateness/early departure will be separate from performance discipline and shall not be subject to the time periods set forth in the Article.

Section 2. Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of an employee shall be performed by his/her immediate supervisor and signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation. The employee shall have the right to submit a written answer to any material he/she finds objectionable, and his/her answer shall be placed in his/her personnel file. Any employee who is aggrieved by the content of the evaluation shall have the right to pursue his/her disagreement through the grievance procedure but shall not have the right to proceed to arbitration.

Section 3. Any employee or a representative of the UNION, with the employee's written consent, shall have the right to review the contents of the employee's personnel file. Notice of review shall be given in writing to Human Resources and said file(s) shall be made

available to the UNION within two (2) days of such request. If a grievance has been filed by the employee, the employee and/or Nurse Representative shall be entitled to copy material relevant to the grievance. Patient confidentially shall at all times be protected by the UNION and MFH.

Section 4. No material derogatory to an employee's conduct, work performance, character shall be placed in his/her personnel file unless the employee has had an opportunity to review the materials. The employee shall acknowledge that he/she has had such an opportunity by affixing his/her signature to the copy of the material to be filed. However, such signature by the employee shall not indicate his/her concurrence in the contents of such material.

ARTICLE 12.
GENERAL PROVISIONS

Section 1. This Agreement constitutes the sole and entire existing Agreement between the parties hereto, and supersedes all prior agreements, oral or written, between MFH and the UNION and expresses all obligations of, and restrictions imposed on MFH and the UNION during the term of this Agreement, except for the following past practices:

(1) free parking for all employees;

(2) The current cafeteria discount will remain in effect for the same time period and on the same terms as it remains in effect for all MFH colleagues;

(3) Trinity Health recreational discounts;

(4) free access to MFH Library.

Section 2. This Agreement can be altered or amended only by a mutual written agreement between the parties hereto.

Section 3. The UNION acknowledges that, during the negotiations which resulted in this Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from the area of collective bargaining, that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, MFH and the UNION, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement (except as provided for in the Grievance Procedure herein) or with respect to any subject or matter not specifically referred to or covered in this Agreement, whether or not such subject matter was within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The provisions in this Section 3 constitute a clear, unmistakable and unequivocal waiver by the UNION of MFH's duty to bargain during the term of this Agreement concerning all the subjects set forth therein, including but not limited to the subjects set forth in Article 2 (Management Rights).

Section 4. Notwithstanding any privileges or benefits currently being received by employees, no privileges or benefits in excess of those specifically set forth in this Agreement are required to be continued or to be granted to employees.

Section 5. Any Employee who has been absent for four (4) or more consecutive scheduled days due to injury or illness is required to provide his/her manager with a doctor's certificate upon return to work. At the discretion of the manager/supervisor, a doctor's certificate may be required for reasonable cause for absences of less than four (4) days. An employee who does not provide a doctor's certificate will be subject to disciplinary action up to and including discharge.

ARTICLE 13.
POOL NURSES

Section 1. MFH may continue the reasonable utilization of Pool nurses for the purpose of promoting efficient operations, providing the use of Pool nurses is not for the purpose of eroding the bargaining unit.

Section 2. Pool nurses will be utilized after regular full-time and regular part-time nurses have been scheduled.

Section 3. Any pool nurse who works in excess of seven hundred and fifty (750) hours in any six (6) month period will be offered a budgeted position. If such nurse rejects the offer of the budgeted position, the position shall be posted in accordance with Article 23 (Posting and Job Bidding) of this Agreement.

ARTICLE 14.
TYPES OF EMPLOYEES

Section 1. MFH shall have the right to employ regular or temporary full-time or part-time employees and to determine their hours and work days.

Section 2. A regular full-time employee is an employee who is budgeted to work an FTE of .875 or more.

Section 3. A regular part-time employee is an employee who is budgeted to work an FTE of .874 or less.

ARTICLE 15.
EFFECT OF LEGISLATION - SEPARABILITY

Section 1. It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provisions of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

Section 2. In the event that any Article or Section of this Agreement is held invalid or enforcement of or compliance has been restrained, MFH and the UNION shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement provision.

ARTICLE 16.
HEALTH AND SAFETY

Section 1. MFH shall make all reasonable provisions for the safety and health of its employees in accordance with all applicable laws.

Section 2. Any employee who is sent home because of a work-related injury or illness and who is unable to complete his/her shift will be paid for all scheduled hours for the remainder of his/her shift.

Section 3. Any employee who is sent home by the Employee Health Office or his/her Manager for a non-work-related injury or illness, and who is unable to complete his/her shift, shall be paid for all hours worked. Such an employee will be given the option to use, if eligible, accumulated time off for hours not worked for the remainder of the shift for that work day. Time spent at the Employee Health Office (hereinafter called "EHO") or Emergency Room (hereinafter called "ER") during non-work hours of the EHO will count as time worked up to the maximum number of hours in the employee's scheduled shift.

Section 4.

(a) MFH and the UNION agree that it is the goal of both parties to provide a safe work environment.

(b) MFH agrees to apply the Safe Patient Handling and Movement Policy (MFH Policy No. 86001-037) for the term of the Agreement. MFH shall notify the UNION of any changes to the policy. MFH agrees to meet and discuss any changes prior to implementation.

(c) MFH agrees to add a Staff RN representative chosen by the UNION's Executive Board to the Employee Safety Committee.

ARTICLE 17.
LAYOFF/RECALL

(a) In the event of a layoff from MFH, probationary and temporary employees in each affected Clinical Nursing Department (hereinafter called "CND") shall be laid off first. Remaining employees shall be laid off on the basis of MFH seniority.

A list of the Clinical Nursing Departments is as follows:

(1) **Critical Care**

ICU
PCU
Rapid Response Team

(2) **Medical/Surgical**

4 Pavilion
1 Pavilion
Medical/Surgical Float Pool
4 North Observations
4 Center Flex Unit
EAU

(3) **Procedural Complex**

OR Suites
PACU
CICU
Endoscopy
Infusion
Cardiac Cath Lab
Interventional Radiology
Ambulatory Surgery

(4) **Emergency Department**

(5) **Rehabilitation**

(6) **Care Transition**

(7) **Utilization Management**

(8) **vRN (virtual Nursing)**

Section 1. In the event of a layoff, MFH will notify the affected employees and UNION at least two (2) weeks in advance. MFH agrees to meet with the UNION and the affected employees to discuss other options. Such discussions shall not delay the implementation of the layoffs.

Section 2. Employees laid off shall be recalled by the CND from which they were laid off in inverse order of layoff. Probationary and temporary employees have no recall privileges. An employee who declines the offer of a recall to a comparable position shall forfeit further recall right. An employee who accepts recall to a position with a reduced number of hours shall retain rights to the first comparable position available in the CND from which he/she was laid off for one (1) year.

Section 3.

(a) Employees laid off from their nursing unit will be given priority bidding for available jobs within their CND. If no vacancies exist, in the CND, the employee may take a

voluntary layoff or shall be given preference for open positions in the bargaining unit, in order of seniority.

(b) If no vacancies exist in the bargaining unit, the employee to be laid off may accept the layoff or bump the least senior comparable level full-time/part-time employee in the CND if the employee being laid off has more MFH seniority than the other employee being bumped. For comparable purposes, a full-time employee works forty-eight (48) hours or more in a fourteen (14) day pay period (.6 FTE or more) and a part-time employee works forty (40) hours or less in a fourteen (14) day pay period (.5 FTE or less). If the employee to be laid off is the least senior employee in the CND, the employee may bump the least senior employee in the bargaining unit whose position they are capable of performing.

(1) Any affected nurse who goes to a new unit/department shall be given the same orientation provided to a new nurse with comparable years of experience, which shall be individualized to his or her specific needs up to a maximum of eight (8) weeks. At the time of the interview the new unit's orientation needs to be discussed with the nurse.

(c) A nurse who bumps to a new unit/CND shall have recall rights to his/her original unit in a comparable position for one (1) year. A nurse who bumps to a new unit/CND shall be given a reasonable orientation.

Section 4. Employees eligible for Medical Plan Benefits that are laid off shall be able to maintain their Medical Plan Benefits in accordance with the ongoing premium sharing cost based on the following schedule:

(a) less than one (1) year continuous service, sixty (60) days of Medical Plan coverage;

(b) more than one (1) year but less than five (5) years, one hundred and eighty (180) days of Medical Plan coverage;

(c) more than five (5) years, employee shall receive three hundred and sixty-five (365) days of Medical Coverage.

Section 5. Employees shall be covered under the Hospital's severance pay plan in accordance with the terms and conditions of the plan, as amended from time to time; provided, however, that, notwithstanding any provision of the Hospital's severance pay plan to the contrary, .6 or more FTE employees will be eligible for up to four (4) weeks of severance pay and continue of medical and prescription drug benefits plus one (1) week of severance pay and continuation of medical and prescription drug benefits for every year of service up to a maximum of 26 weeks. An employee's portion of the cost of medical and prescription drug coverage continued during the severance period will be withheld from the employee's severance payments.

ARTICLE 2.
DISPLACEMENT

Section 1. Displacement is defined as the permanent transfer of a nurse from his/her position into a vacant position covered by this Agreement as a result of downsizing or restructuring of a unit(s) within the bargaining unit.

Section 2. MFH shall inform the UNION in writing thirty (30) days in advance of any unit or department closing or downsizing and prior to the actual displacement of any nurse.

MFH shall immediately thereafter meet with representatives of the UNION and the nurses of said affected unit(s) to discuss the above downsizing/closing.

Section 3. Upon notice to the UNION of said downsizing, MFH shall immediately freeze all vacant and new positions in the bargaining unit and shall present the UNION a list of all available vacancies in the bargaining unit.

MFH shall post a list of all available and suitable vacancies outside the bargaining unit in the Mercy Health System for which displaced nurses may apply.

Section 4.

(a) Employees displaced from their nursing unit will be given priority bidding for comparable vacancies within their CND. If none, or an insufficient number of vacancies exist, the employee may take a voluntary layoff or shall be given preference for vacancies in the bargaining unit. If a displaced nurse declines this position, he/she shall waive all future bidding rights.

(b) MFH seniority shall determine the bidding priority of displaced nurses. In the event two (2) or more nurses have the same MFH seniority, the "alpha" sequence of surnames shall determine bidding priority.

(c) In the event there are an insufficient number of vacancies the displaced nurse shall follow the procedures outlined in Article 17 (Layoff/Recall).

Section 5. An employee who is displaced from a full-time to a part-time position and loses his/her full-time Medical Plan Benefits, shall be entitled to maintain his/her Medical Plan Benefits in accordance with the ongoing premium sharing costs for six (6) months up to five (5) years of MFH service and twelve (12) months Medical Plan Benefits for five (5) years or more of MFH service or until he/she has been recalled to a comparable full-time position.

Any part-time employee currently receiving benefits whose hours are reduced shall be entitled to fifty percent (50%) paid health benefits based on the MFH service formula above.

Section 6. A displaced nurse who bids into a new unit/CND shall be given a reasonable orientation.

Section 7. In the event a nurse resigns due to displacement, he/she may apply for unemployment benefits.

ARTICLE 3.
CND RN ADVISORY FORUMS

Section 1. MFH will establish RN Advisory Forums within each CND.

Section 2. Each Forum shall be composed of a staff RN from each shift on each unit (including weekends) within each CND (chosen by the UNION), a UNION Nurse Representative, a Patient Care Manager and such other MFH representative(s) as MFH shall designate.

Section 3. Each Forum, upon written request from the UNION, shall meet on a monthly basis and staff RNs and UNION Nurse Representatives shall be paid their regular rate of pay for work time lost as a result of participating in a Forum.

Section 4. The CND Advisory Forum shall be the communication mechanism whereby nurses may raise patient care issues. Topics that may be addressed at the Forum include but are not limited to: recruiting/replacement issues; clinical skill development issues and unit operational issues. MFH and the UNION agree that topics that will not be addressed at the Forum include but are not limited to: specific employee grievances; specific disciplinary actions; individual interpersonal conflicts; and individual performance reviews and compensation. No RN shall be disciplined for raising a patient care issue at a Forum or to his/her manager.

Section 5. The UNION and MFH agree to use the services of the Federal Mediation and Conciliation Services (FMCS) to address unresolved issues concerning staffing in an effort to resolve such issues.

ARTICLE 4.
UNION ACTIVITY, ACCESS TO MFH AND BULLETIN BOARDS

Section 1. No employee shall engage in any UNION activity, including the distribution of literature, which could interfere with the performance of work during working time or in work areas of the Employer at any time. UNION activity during working time shall be restricted to meeting with MFH supervisors and officials at mutually agreed upon times during the regular business hours of MFH. All other UNION activity, of any type or description, shall be conducted outside employee working time and outside work areas.

Section 2. Nurse Representatives of the UNION shall be permitted to furnish information, police the terms of this Agreement, process grievances and perform related duties concerning the application or interpretation of this Agreement, provided such activities do not interfere with the performance of their duties. MFH recognizes that UNION Nurse Representatives may be required to handle grievances during working time in limited emergency situations. In such circumstances the Nurse Representative will secure permission from his/her supervisor to report off work and will accurately report all regular work hours spent in such activity on the forms provided by MFH. Such permission shall not be unreasonably denied.

Section 3. Representatives of the UNION, after first receiving permission from MFH's CHRO, or designee, shall have reasonable access to non-patient care areas of MFH for the purpose of administering this Agreement. Such permission can be requested, and responded to, via email. Permission shall not be unreasonably denied. A UNION Nurse Representative intending to go to a department/unit, other than the one he/she represents, in order to investigate a grievance, must receive permission from his/her department manager or his/her designee of the dept/unit he/she is entering. Such visits shall not interfere with the operation of MFH. Such permission shall not be unreasonably denied.

Section 4. MFH shall maintain and provide 4 enclosed bulletin boards: (1) outside the HR Department, (2) outside the MFH cafeteria, (3) 4 Pavilion hallway outside conference room, and (4) fifth floor main hallway, which shall be used for the purpose of posting notices exclusively for Union business after such notices have been cleared by MFH's CHRO or designee. Permission to post such materials shall not be unreasonably denied.

Section 5. Employees shall not be compensated for time spent in engaging in UNION activities of any kind, type or description, including, but not limited to, investigating, processing, discussing or handling grievances at any Step, or attending arbitration proceedings. Provided however, that if MFH schedules a meeting during an employee's regular scheduled work hours, the employee and his/her UNION Nurse Representative and/or a local UNION Officer suffer no loss in earnings as a result of discussions required to be held during such regular scheduled work hours.

Section 6. Elected or appointed UNION Officers or Nurse Representatives may request planned release time for official UNION business prior to the schedule posted. Such leave days shall not exceed five (5) excused days per year. Holiday or vacation time or option of a day without pay may be used. Absences shall not be counted for excessive time purposes. Such leave days shall not be unreasonably denied.

Section 7. The work schedules of employees elected as Local Officers and/or UNION Nurse Representatives shall be adjusted to permit attendance at regular Nurse Representative Assembly Meetings provided that MFH's operation shall not be impaired. Seven (7) calendar days advance notice in writing to the employee's Department manager or his/her designee head shall be given for any Nurse Representative Assembly Meeting not held on the regular schedule.

Section 8. MFH will attempt to provide coverage for designated participants in any UNION/MFH meeting or committee.

ARTICLE 5.
UNION SECURITY/AGENCY SHOP

Section 1. All employees who are members of the UNION on the date this Agreement becomes effective or who, during the term of this Agreement, become members of the UNION, shall, as a condition of employment, remain members in good standing of the UNION during the term of this Agreement, except that an employee who has joined the UNION may resign his/her membership therein during the period of fifteen (15) days prior to the expiration of this Agreement. All employees who are not members of the UNION on the date this Agreement becomes effective or who are hired during the term of this Agreement, shall, within thirty (30) days of the date of this Agreement becomes effective or their date of hire, whichever is the later, become and remain members in good standing of the UNION during the term of this Agreement or pay the equivalent of periodic UNION dues and fees.

Section 2. As used in this Agreement, the term "membership in good standing in the UNION" shall require only that the employee tender to the UNION the periodic dues and fees uniformly required as a condition of acquiring or retaining membership.

Section 3. An employee who has failed to maintain membership in good standing or pay the equivalent of periodic UNION dues and fees as required by this Agreement shall, within twenty (20) calendar days following receipt by the Employer of a written demand from the UNION requesting his/her discharge, be discharged if, during such period, the required dues and fees have not been tendered.

ARTICLE 6.
LEAVE OF ABSENCE

Bargaining unit colleagues shall be covered under the following policies on the same eligibility, terms, and conditions as non-bargaining unit colleagues.

Family and Medical Leave Act (FMLA) for Non-Military Leave

Family and Medical Leave Act (FMLA) for Qualifying Military Exigency and Care for Covered Servicemember Leave

Military Service Leave

Elective and Other Leaves of Absence (Non-FMLA and Non-Military)

Bereavement Leave Benefit

Jury Duty Benefit

Witness Duty Benefit

Where the policies reference the term "PTO", it is understood that in the context of this contract, PTO shall mean Vacation, CTO, and/or Long-Term Sick as applicable.

ARTICLE 7.
POSTINGS AND JOB BIDDING

Section 1. MFH shall post all openings for bargaining unit positions electronically only. Postings shall include job title, hours, CND and FTE status. A report of the posted positions shall be forwarded to the designated PASNAP Staff Representative monthly; and to the Local UNION President quarterly.

Section 2. The posting shall remain for a minimum of seven (7) days prior to the filling of such positions. Nurses can sign up electronically to receive notifications of postings as they become available. All applicants shall be notified in writing or electronically as to their status regarding the opening within a reasonable amount of time.

Section 3. Nurses in the CND where a vacancy or shift change exists shall be given first priority to fill the vacancy. If a vacancy still exists after this process, the position may be awarded to a nurse outside the CND based on qualifications and MFH union seniority. Where qualifications are relatively equal, MFH union seniority will be the determining factor.

Section 4. Vacant or new bargaining unit positions will not be filled by non-bargaining unit candidates until such time as the job has been posted and there are no successful candidates who meet the posting requirements.

Section 5. An employee who has successfully bid on a posted vacancy may not bid on another vacancy during the twelve (12) months following the date of transfer, except by

mutual agreement between the Nurse Manager and the employee. In the event of a denial, the manager shall put in writing the reason for the denial. New employees shall have the right to bid for vacant bargaining unit positions after completion of twelve (12) months continuous service.

Section 6. A successful bidder shall be awarded the position within thirty (30) days after being notified of his/her acceptance.

Section 7. A nurse may reduce his/her scheduled hours by mutual agreement of the Nurse Manager. The decision of the Nurse Manager shall not be subject to the grievance procedure. All hours reduced shall not become effective until after the hours are posted for bidding and filled in the nurse's unit.

Section 8. A nurse on a Medical, Family or Personal Leave or Paid Leave who bids on a position may be granted the position provided he/she is prepared to return to work after completion of the leave, or within thirty (30) days of the expiration of the job posting, whichever is later.

Section 9. Employees who are on a Corrective Action Plan for performance are not eligible to bid on vacant positions, except by mutual agreement between the Nurse Manager and the employee.

ARTICLE 8.
HOURS

Section 1. **Work Week**: The work week of an employee shall consist of fourteen (14) days or seven (7) days, beginning on the Sunday and ending on a Saturday.

Section 2. **Regular Work Week**: The "regular work week" for full-time employees shall consist of either a minimum of seventy-two (72) hours in fourteen (14) days excluding a one-half (1/2) hour unpaid lunch period or forty (40) hours in seven (7) days excluding a one-half (1/2) hour lunch period on each day.

Section 3. **Regular Work Day**: A full-time employee's "work day" will normally consist of eight and one-half (8-1/2) consecutive hours, including a one-half (1/2) hour non-paid lunch period. The employee's normal work day shall begin at the start of the day shift and end twenty-four (24) hours later.

Section 4. Employees shall report dressed and ready for work at their job location and quit work at their job location at the time designated by MFH as the beginning and end of their regular work day.

Section 5. Regular full-time employees who work eight (8) hour shifts will normally work ten (10) days in each fourteen (14) day pay period. Moreover, full-time employees will normally receive four (4) days off in each fourteen (14) day consecutive calendar pay period. Full-time employees whose regular shift is twelve (12) consecutive hours will normally work six (6) twelve (12) hour shifts and one (1) eight (8) hour shift, or a combination thereof, in each fourteen (14) day calendar pay period.

Section 6. Change of Starting Time: In the event that MFH wishes to change the starting time of one (1) or more employees in a unit, the employee(s) shall be notified of such change four (4) weeks immediately prior to the change. Preference will be given to the most senior employee in the unit. If no employees, or an insufficient number express a preference for the new start times, the start times shall be assigned to the least senior employee(s) in the unit on a rotational basis. This provision shall not apply to temporary or probationary employees.

Section 7. MFH will use its best effort but cannot guarantee that (a) regular full-time employees shall not be scheduled for more than five (5) consecutive days nor less than two (2) consecutive days except at the request of the employee, and (b) regular part-time employees may not be scheduled more than fifty percent (50%) of their FTEs per week. Such occurrences will not occur more than twice a year per employee.

Section 8.

(a) Nothing in this Agreement shall be construed as a guarantee of work by MFH.

(b) Employees scheduled to work a full shift and who report to work shall be given the opportunity to work a full shift, or in lieu thereof, be paid for the number of hours that he/she was scheduled to work.

Section 9. The current eight (8) hour shifts are as follows:

7:00 a.m. - 3:30 p.m. (day)
3:00 p.m. - 11:30 p.m. (evening)
11:00 p.m. - 7:30 a.m. (night)

The current twelve (12) hour shifts are as follows:
6:00 a.m. – 6:30 p.m. (A.M.)
6:00 p.m. - 6:30 a.m. (P.M.)
7:00 a.m. - 7:30 p.m. (A.M.)
7:00 p.m. - 7:30 a.m. (P.M.)

The current shifts for Care Transition and Utilization Management are the day shift (either 7:30 a.m. to 4:00 p.m. or 8:30 a.m. to 5:00 p.m., or 9:30 a.m. to 6:00 p.m.) Shifts are subject to change by the hospital.

An employee may be required to work an alternative shift, which varies from the above. Alternative shift assignments shall occur on a rotating basis beginning with the least senior RN.

Section 10. An employee may take a fifteen (15) minute break during his/her shift at his/her professional discretion based on staffing needs. An employee who works a twelve (12) hour shift may take an additional fifteen (15) minute break based on staffing needs.

Section 11. Work schedules showing the employee's shifts, work days and hours shall be posted at least two (2) weeks in advance. A posted work schedule shall not be changed except by mutual agreement.

Section 12. Employees will not be scheduled on more than two (2) different shifts on one (1) schedule unless requested by employee. MFH will use its best efforts to limit rotation of twelve (12) hour shifts. This section shall not apply to Care Transition or Utilization Management.

Section 13.

(a) MFH will establish a minimum of one (1) permanent day non-rotating shift (including rotation to weekend shifts) position per unit/department. This position shall be posted in the unit and awarded on the basis of seniority. Employees with twenty (20) or more years of seniority shall have the option of not rotating shifts (*i.e.,* working exclusively on day shifts and flex shifts, but subject to working weekend day shifts and flex shifts consistent with this Agreement) except during an emergency situation. This section shall not apply to Care Transition or Utilization Management.

(b) If sixty percent (60%) of the unit cannot be rotated pursuant to the section (a) above (including using volunteers and supplemental pool) the Hospital may then draw from regular staff who have greater than twenty (20) years of service, but less than thirty (30) years of service, using inverse order of seniority.

(c) All new positions posted for new hires after ratification shall be posted "with rotation" and section (a) will not apply for such positions.

Section 14. If operational needs and patient care requirements allow, MFH may schedule its employees to work no more than every third weekend on a rotational basis. If operational needs and patient care requirements do not allow employees to work no more than every third weekend, MFH reserves the right to schedule its employees to work no more than every other weekend.

Section 15.

(a) In the event that the patient census is low for thirty-six (36) hours or more on a nursing unit within a CND or the volume of procedures is low on a nursing unit within the Procedural CND; or the number of visits is low in the Emergency Department for that period of time, MFH may require an RN to take a day, days or partial days off after temporary reassignments have been made, and there are no pool nurses working within the CND. A nurse may utilize unscheduled vacation CTO for the day(s) off.

(b) MFH will first offer the day(s) off to volunteers on the unit. MFH seniority will determine who is selected if there is a conflict between two (2) or more nurses. If there are no volunteers, the day(s) off will be assigned to the least senior RN(s) on a rotational basis.

(c) No nurse may be asked to use more than two (2) days off per pay period unless at the nurse's option.

Section 16. Excess Hours Notification

(a) In the event of an emergency situation, and a nurse is requested to stay after his/her regularly scheduled shift, MFH shall implement the following steps prior to the nurse staying beyond his/her normal shift time:

(1) use all qualified Pool nurses in the CND;

(2) temporarily reassign RNs from other units;

(3) call all unit nurses scheduled or not scheduled for the day to work the extra shift at least two (2) hours prior to the start of the shift.

(b) If relief is not obtained, employees will be assigned for the additional hours/shift based on inverse seniority order on a rotating basis.

(c) Any nurse who stays beyond his/her regularly schedule shift shall be paid one and one-half (1–1/2) times his/her regular rate of pay for all additional hours worked.

(d) In a non-emergency situation (*i.e.*, like holes in an advanced posted schedule) RNs would be offered the opportunity to stay, in seniority order, provided MFH does not incur overtime as a result of the selection.

Section 17. Call Out Notification

The call out times for regularly scheduled shifts are as follows: one and one-half hour (1-1/2) prior (day shift); three (3) hours prior evening and night shifts. The call out times for twelve (12) hour shifts shall be one and one-half (1-1/2) hours (A.M. shift) and three (3) hours (P.M. shift). The call-out times for RNs working flexible shifts shall be three (3) hours prior to the start of their scheduled shift.

Section 18. RNs who do not appear for work as scheduled (*i.e.,* "no-call, no-show"), or who call out more than one hour later than as set forth in Article 24, Section 17, shall not be paid for such absences. RNs who call out after a resignation letter is submitted will not be compensated with unscheduled CTO or unscheduled vacation unless a doctor's note is provided.

Section 19.

(a) A budgeted nurse who signs up for extra time or extra shifts on his/her CND will be given the option to cancel that time if the need on the CND no longer exists. If the need for that shift is unknown or still exists, cancellation less than four (4) days prior to the scheduled extra shift will be counted as a call-out for time and attendance purposes. The nurses will not be reassigned to another CND but may volunteer to do so if work is available, and the RN can take an assignment.

(b) Unit based sign-ups may be permitted during high census periods at the CNO's discretion.

Section 20. After one (1) occurrence of a weekend call-off in a calendar year, any nurse who is regularly scheduled to work every other weekend as part of their budgeted commitment, and who calls off on a scheduled weekend shift, will be paid at base rate for the hours missed.

ARTICLE 9.
TEMPORARY REASSIGNMENT

Section 1. In the event patient care needs require an employee to be temporarily reassigned to a unit which the employee is not regularly scheduled MFH shall first utilize qualified Pool RNs in the CND if they are in the house to fulfill this need. If this is not possible, MFH may reassign employees from other units within the CND to be reassigned to such a unit. MFH shall first seek volunteers for reassignment; if none are available then such reassignments shall be on a rotational basis, beginning with the least senior employee.

Section 2. A temporarily reassigned employee will not be required to be a charge nurse.

Section 3. Except in case of emergency, no employee will be reassigned more than once per shift and no employee will be reassigned while on overtime, unless the employee agrees.

Section 4. An employee shall be notified of a reassignment to another unit during the first (1st) hour of his/her eight (8) hour shift. A nurse working, a twelve (12) hour shift will be notified of reassignment for the final four (4) hour or (8) eight hour period of the shift at least one (1) hour prior to the time of reassignment if the reassignment is between 2 p.m. and 7 a.m.

Section 5.

(a) The Hospital will use its best efforts but cannot guarantee that nurses will be reassigned within their CND. Guidelines for reassignment within each CND will be developed by the CND.

(b) A nurse will be given a reasonable environmental and operational orientation to all the units to which he/she may be reassigned. In order for a nurse to be reassigned within the Procedural CND, the nurse must be fully trained to perform the duties being assigned.

(c) If a nurse is not needed in the Critical Care CND and is assigned to a unit within the Medical/Surgical CND, he/she will be given a four (4) patient assignment, provided the nurse is fully trained to perform the duties being assigned.

(1) If a nurse is not needed in a nursing unit within the Procedural CND, the Emergency Department CND and the nurse is not able to take an assignment in the CND to which he/she has been reassigned, the Hospital will assign the nurse to perform functional duties.

Section 6. Temporary Closing

(a) In the event a nursing unit is temporarily closed, nurses may be temporarily reassigned each day or be reassigned to another unit based on MFH seniority if there is a vacancy.

Section 7. No MFH nurse may be involuntarily transferred to a non-bargaining unit position in the Mercy Health System.

Section 8. During a holiday (as defined in Article 27, Section 1) if a nurse is reassigned outside of their CND, they will be given the option to take the day off unless doing so will result in inadequate staffing.

ARTICLE 10.
VACATION

Section 1. All regularly scheduled full-time employees who have completed one (1) year of continuous service shall be entitled to three (3) weeks paid vacation per year. After three (3) years of continuous service, all such employees shall be entitled to four (4) weeks paid vacation. Employees with more than six (6) months, but less than one (1) year of continuous service shall receive a pro rata share of paid vacation time. Any regularly scheduled part-time employee (.6 FTE or more) shall receive a pro rata share of the regular full-time vacation entitlement.

Section 2. Accrued vacation time may not exceed two (2) times an employee's annual vacation allotment. Once a two (2) year vacation accrual is reached, no farther vacation time can be earned until some portion of the two (2) year maximum is used. Vacation hours that exceed the two (2) year maximum are neither credited, nor made retroactive.

Section 3. In the event that a recognized holiday occurs during an employee's vacation period, the holiday will be charged to holiday time.

Section 4. Managers will schedule and approve vacation requests giving consideration to the following factors:

(a) employee's preference;

(b) departmental work requirements;

(c) MFH seniority.

Employees who submit their vacation requests in writing between January 1 and February 15 for the vacation selection period (Memorial Day ‑ Labor Day) shall receive their preference for vacation leave based on MFH seniority. All vacation requests will be responded

to within thirty (30) days as to whether the request was granted or not. A full week's vacation will take priority over an individual day request during the prime vacation selection period.

All vacation requests submitted after February 15 will be approved on a first come, first served basis, but will not interfere with vacations already pre-approved. Approval shall not be unreasonably denied.

No later than March 1st of each year, the Hospital will post on each unit an annual vacation schedule showing the number of shifts available for vacation during each week of the next calendar year. This number will be thirteen percent (13%) of the weekly hours regularly scheduled in the unit and will be distributed among the scheduled shifts on the unit. In units employing eight (8) or less bargaining unit members, at least one (1) nurse per unit shall be allowed to take vacation each week.

Section 5. A nurse may not take two (2) consecutive weeks' vacation during the prime vacation period (Memorial Day – Labor Day), unless all nurses in the department and the float pool have been granted at least one (1) week off during that period and staffing permits. A nurse may not take more than two (2) weeks in a calendar year during the prime vacation period.

(a) During the prime vacation period, and during the period December 15 through January 3, a nurse may request that another nurse cover one of the nurse's shifts, subject to Hospital approval and the following conditions:

(1) The nurse's CND must be fully staffed to budget;

(2) The covering nurse must be a part time employee;

(3) The covering nurse cannot incur overtime pay as a result of covering the shift;

(4) The covering nurse cannot be a Pool nurse.

At all other times, a nurse may request that another nurse cover a shift subject to Hospital approval and conditions (1) – (4) above. Requests made pursuant to this Section 5(b) shall not be unreasonably denied.

Section 6. An employee who is involuntarily terminated or resigns and gives at least three weeks' notice, shall be entitled to payment for accrued vacation time.

Section 7. A nurse will not be required to find a replacement or make up a weekend day or days if approved for vacation or CTO Day, or FMLA.

Section 8. If an employee calls out the day before or after a scheduled CTO or vacation day, the employee shall not get paid for the day of the call out unless he/she is able to provide a doctor's note or other documentation of special circumstances.

ARTICLE 11.
HOLIDAYS

Section 1. All regularly scheduled full-time employees and regularly scheduled part-time employees (.6 FTE or more) shall be entitled to seven (7) holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving
Memorial Day	Christmas
July 4	

Good Friday will continue to be recognized as one of the seven (7) holidays for purposes of holiday pay and holiday accrual as set forth in this Agreement, but it will not count toward the holiday commitment of two minor holidays worked.

Section 2. Any regularly scheduled part-time employee (.5 or less) who works on a holiday shall receive premium pay at the rate of one and one-half (1-1/2) times his/her regular rate for all hours worked on the holiday.

Section 3. All regularly scheduled full-time employees, and all regularly scheduled part-time employees (.6 FTE or more) shall receive a paid holiday off in addition to receiving pay at one and one-half (1-1/2) times their regular rate for the holiday for all hours worked on the holiday.

Section 4.

(a) All full-time employees who work on a holiday or if a legal holiday falls on the employee's regularly scheduled day off shall be given a paid eight (8) hours holiday off at the nurse's discretion within a thirty (30) day period before or after the holiday. If the nurse is unable to be scheduled for the holiday, he/she shall be paid at the straight time rate. Holiday time for full-time employees may not be combined with other Holiday time, CTO or vacation time between December 15 and January 3.

(b) All regularly scheduled part-time employees (.6 FTE or more) who work on a holiday shall be given a paid holiday off (consisting of the same number of hours the nurse worked on the holiday up to a maximum of eight (8) hours) at the nurse's discretion within a thirty (30) day period before or after the holiday or he/she shall be given the option of accumulating the holiday which must be used by December 15 of that year. If a named holiday occurs on an employee's regularly scheduled day off, the employee shall receive four (4) hours of paid holiday time. Employees may not combine Holiday time, CTO or vacation time between December 15 and January 3 with the exception of part-time staff combining two (2) four (4)-hour Holiday time increments to make one (1) eight (8)-hour day off.

Section 5. Employees who work on the evening or night shift when a holiday occurs will be paid the shift differential.

Section 6. For purposes of holiday premium pay only, the holiday will be observed beginning at 11:00 p.m. on the holiday eve and ending at 11:00 p.m. on the day of the

holiday. For purposes of the Christmas holiday only, premium pay shall be paid from 11:00 p.m. Christmas Eve until 7:00 a.m. on the day following Christmas.

Section 7. To be paid for a scheduled calendar holiday, employees must work the normally scheduled work days immediately prior to and after their scheduled calendar holiday off.

Section 8. All employees shall be eligible for holiday premium pay on the first day of work.

Section 9. MFH agrees to distribute holidays off on an equitable basis, as unit staffing requires. However, no employee shall be required to work more than three (3) legal holidays per year nor more than two (2) consecutive legal holidays unless otherwise agreed to by the employee. If MFH determines that operational and patient-care needs can be met, RNs with thirty (30) or more years of MFH union seniority will not be required to work holidays unless mutually agreed upon.

Section 10. If a calendar holiday occurs during an employee's vacation or on paid CTO or long-term sick time, the absence will be charged to holiday time.

Section 11. An employee who is involuntarily terminated or resigns shall be paid for all accrued holiday hours.

Section 12. All regularly scheduled part-time employees who are in .3 FTE status shall be eligible to take up to twenty-four (24) hours off per year without pay in no less than four (4) hour blocks, provided such employees request such time off, in writing, prior to the posting of the schedule. Such requests shall not be unreasonably denied.

Section 13. All employees who are .6 FTE and above shall be required to work one (1) major (Christmas or Thanksgiving) and two (2) minor (New Year's Day, Memorial Day, July 4 and Labor Day) holidays. All employees below .6 FTE shall be required to work one (1) major holiday. No employee shall be required to work the same major holiday in two consecutive years. Employees who work Christmas Day (defined for purposes of this section as from 11 PM on 12/24 until 11 PM on 12/25) will not be required to work between the hours of 7 PM on 12/23 until 7 PM on 12/24 in the same year.

Section 14. If an employee who is scheduled to work on Christmas or Thanksgiving regularly works ten (10) or twelve (12) hour shifts, MFH will give the employee the option of working eight (8) hours, provided each shift on their unit is staffed to budget.

ARTICLE 12.
PAID TIME OFF/SICK TIME

Section 1. All regularly scheduled full-time employees shall receive nine (9) CTO days at the beginning of each calendar year or after the completion of the employee's six (6) month probation period. A regularly scheduled part-time employee (.6 FTE or more) shall receive three (3) CTO days at the beginning of each calendar year or after the completion of the employee's six (6) month probation period. A regularly scheduled part-time employee (.3

FTE to .5 FTE) who works one (1) or more of the named holidays shall receive one (1) eight (8) hours CTO Day. CTO days shall be earned at a monthly rate determined by dividing the total number of available days by twelve (12). For example, regularly scheduled, full time employees earn .75 CTO days per month worked. If any employee takes more CTO days than have been accrued, the employee shall reimburse the Hospital, via payroll deduction, for any such days upon leaving employment with the Hospital. If a change in FTE status results in an employee taking more CTO, then he/she earns in a calendar year, the employee shall reimburse the Hospital, via payroll deduction, for any such time taken.

Section 2. CTO time may be used for sick, personal or vacation time. The balance of CTO time at the end of the calendar year will be transferred to the employee's Long-Term Sick Leave Account.

Section 3. Long-Term Sick Account - Full-time employees and regularly scheduled part-time employees (.6 FTE or more) are eligible to accumulate a maximum of one hundred and twenty (120) days in their Long-Term Sick Account. This account may be used as follows:

(a) Illness of three (3) or more consecutive days. Payment for the first three (3) days of consecutive illness will be by the CTO account. On the fourth (4th) day, the employee may require payment from his/her Long-Term Sick Account.

(b) Employees on an approved medical leave of absence or who require follow-up care within a twelve (12) month period may utilize their Long-Term Sick Account on the first (1st) day.

Section 4. Employees who retire with fifteen (15) or more years of service and at age sixty-five (65) or older will be paid fifty percent (50%) of their accumulated Long-Term Sick Leave Balance.

ARTICLE 13.
IN-SERVICE/TUITION REIMBURSEMENT

Section 1. In accordance with Hospital policy, employees who meet established grade requirements will be reimbursed one hundred percent (100%) for tuition and covered expenses up to a maximum reimbursement as outlined below. Reimbursement maximums will be calculated based on a calendar year (January — December) and eligible courses, as defined by Hospital policy, include courses which lead towards an Associate, Bachelor's, or Master's degree and certification programs provided by an accredited school or university.

Colleague FTE/Status	Maximum Annual Reimbursement	Successful Course Completion
Undergraduate/Certificate Program:		
Full-time Colleagues (.875 to 1.0 FTE)	$4,500	● Course grade of C or better ● Official documentation indicating 'Passed' or

Part-time Colleagues (.4 to .874 FTE)	$2,250	'Satisfactory' when grades are not awarded
Graduate Program		
Full-time Colleagues (.875 to 1.0 FTE)	$5,250	• Course grade of B or better
Part-time Colleagues (.4 to .874 FTE)	$2,625	

Section 2. Employees will be reimbursed for the cost of continuing education classes/courses associated with the certification/recertification in nursing specialties (including but not limited to CNOR, CCRN, CEN, MCHC, RNC, Oncology, etc.) after the examination is successfully passed up to a maximum of $500 per calendar year (January — December).

Section 3. MFH will continue to provide In-Service education for RNs on a continuing and regular basis. Whenever possible, In-Service education will be repeated to provide access for nurses on all shifts. MFH nurses who desire to participate in MHS sponsored classes/courses such as ACLS, PALS, etc. may, at MFH's sole discretion, participate when relevant to their clinical specialty. Such requests shall not be unreasonably denied.

Section 4. In the event an employee is required to attend an In-Service session during or outside regular working hours, the employee shall be paid the applicable rate. Such attendance shall be considered as time worked for the computation of overtime. In addition, up to a maximum of eight (8) hours of the time set forth in Section 6 will be used for mandatory, on-line education completed at MFH. Such time shall either be scheduled by MFH or requested by the nurse, subject to MFH approval.

Section 5. Full-time RNs .9 FTE and above required or approved to attend conferences shall receive up to thirty-two (32) hours of paid time per calendar year to attend; RNs budgeted at .6-.8 shall receive up to twenty-four (24) hours; RNs budgeted at .3-.5 shall receive up to sixteen (16) hours of paid time per calendar year. In addition, all reasonable conference fees and/or expenses shall be paid by MFH. Requested days shall not be unreasonably denied.

Section 6. Any nurse who must change his/her position due to restructuring or merger will receive sufficient opportunity to learn new nursing skills which may include unit orientation, In-Service classes and/or Preceptor assignment for a reasonable period of time (not to exceed four (4) weeks) to make a successful transition to the new unit.

Section 7. Training and Equipment. MFH shall provide to all shifts appropriate training on all new equipment. MFH shall determine the methods, duration, and all other aspects of training, however, discussion of such training programs shall be an appropriate topic of the nurse practice committee.

ARTICLE 14.
OVERTIME

Section 1. **For forty (40) hour work week**: An employee will be paid one and one-half (1-1/2) times his/her regular hourly rate of pay for all hours worked in excess of forty (40) hours in a work week.

Any employee who works on a regularly scheduled twelve (12) hour shift will be paid one and one-half (1-1/2) times for all additional hours worked in excess of twelve (12).

Section 2. Named holidays shall be considered as time worked for the purpose of computing overtime.

Section 3. An employee may not work more than sixteen (16) consecutive hours or more than twenty (20) hours in any twenty-four (24) hour period.

Section 4. Employees may request overtime.

Section 5. MFH will assign on an equitable basis the opportunity for overtime and pre-scheduled overtime among employees.

Section 6. Regular full-time and part-time nurses shall be given priority in the scheduling of overtime or extra shifts.

Section 7. There shall be no pyramiding of overtime and/or premium pay.

Section 8. If the Hospital determines that census fluctuation requires cancellation of staff, the cancellation order shall be as follows:

(1) Agency nurses;

(2) Non-budgeted Pool shifts;

(3) Shifts that result in overtime;

(4) Budgeted Pool shifts;

(5) Budgeted RNs working extra shifts at base rate – not resulting in overtime.

ARTICLE 15.
SHIFT DIFFERENTIAL

Employees (other than employees in twelve (12) hour weekend shifts as defined in Article 33 (Weekend Differential) of this Agreement) shall receive shift differential pay as set forth in this Article.

Section 1. Employees hired on or after November 7, 2008, and employees hired prior to November 7, 2008, who do not work permanent evening or permanent night shift shall receive shift differential pay as set forth in this section:

(a) during the hours of evening shift (3:00 p.m. – 11:30 p.m.) a differential of four dollars and fifty cents ($4.50) per hour for each hour worked during evening shift;

(b) during the hours of night shift (11:00 pm – 7:30 am) a differential of five dollars and fifty cents ($5.50) per hour for each hour worked during night shift.

Sections 1(a) and 1(b) do not apply to RN's working in the Care Transition CND.

Section 2. Grandfathered Employees hired before November 7, 2008

All employees who were hired prior to November 7, 2008 ("grandfathered employees") and who were on the payroll as of that date and who work permanent evening or permanent night shift will receive shift differential pay equivalent to their total differentials as of November 6, 2008, converted to a flat amount as set forth below.

(a) All grandfathered RNs' total differentials as of November 6, 2008, will remain at their November 6, 2008, levels for the term of this Agreement, provided the RN continues to work permanent evening or permanent night shift. If a grandfathered RN moves to another base pay step, his/her total differential will remain at the November 6, 2008, level, provided he/she continues to work permanent evening or permanent night shift. If a grandfathered RN ceases to work permanent evening or permanent night shift, but thereafter works during evening or night shift, he/she shall receive shift differential as set forth in Section 1 above.

(Reference chart to be provided, but not incorporated into the contract, listing the total permanent evening and permanent night shift differentials, by RN job code, as of November 6, 2008).

(b) All grandfathered RNs who were not working permanent evening or permanent night shift as of November 7, 2008, but who thereafter transfer into a permanent evening or permanent night shift position during the term of the Agreement shall receive shift differential pay equivalent to the total differentials based on their base pay step as of November 6, 2008.

(Reference chart to be provided, but not incorporated into the contract, listing the total permanent evening and night shift differentials, by name, for all grandfathered RNs as of November 6, 2008.)

Section 3. Shift differentials will be paid for holidays, CTO and vacation time for employees. Overtime calculations shall include shift differential pay.

Section 4. Employees when assigned to charge duty on any shift shall be entitled to one dollar and fifty cents ($1.50) per hour differential. Charge RNs duties will be assigned by the Patient Care Manager to nurses who have expressed an interest in the charge role and

demonstrate consistent competence in the skills required for the role, as set forth in documented, department-based charge RN expectations, on an equitable basis.

Section 5. Any Staff Nurse with one (1) or more years of experience who is assigned to be a Preceptor for new employees shall be paid an additional two dollars ($2.00) per hour for all hours worked. Employees who are interested in being a preceptor must complete a training course and refresher trainings as required by the Hospital. Such training shall be open to all.

ARTICLE 16.
RETIREMENT PROGRAM

Section 1. Eligible bargaining unit employees may participate in the Trinity Health 403(b) Retirement Savings Plan ("403(b) Plan") as described in the 403(b) Plan documents under the same terms and conditions as those applicable to non-bargaining unit employees employed by MFH.

Section 2. Effective January 1, 2021 the frozen Pension Plan of Mercy Health System for Collectively Bargained Colleagues ("Mercy Union Pension Plan") was amended to permit a participant who has reached his/her normal retirement age under the Mercy Union Pension Plan to commence receipt of his/her Mercy Union Pension Plan benefit on a prospective basis beginning as soon as administratively practicable on or after the later of his/her normal retirement date under the Mercy Union Pension Plan or the first day of a month beginning after the date he/she applies to commence receipt of his/her Mercy Union Pension Plan in accordance with the established procedures, even if the participant has not experienced a severance from employment. In accordance with the terms of the Plan, payments will be prospective and, therefore, will not include any retroactive payments or actuarial adjustments.

Section 3. MFH and the Union recognize that establishing common plan designs, vendors and other administrative and operating benefit plan rules across a larger base of employees than the MFH bargaining unit alone is beneficial to both MFH and the nurses. In the event of a substantial change, MFH will notify the Union no later than 60 days prior to the effective date of the substantial change. MFH will provide the Union with the reason(s) for any substantial change and meet and discuss (not negotiate) with the Union, upon its request.

ARTICLE 17.
WEEKEND DIFFERENTIAL

Section 1. Effective in the first full pay period after January 1, 2025, employees working 12-hour shifts on the weekend will be eligible for their base compensation plus a weekend allowance of $8.00 for weekend days (7 a.m. to 7:30 p.m.) and a $10.00 weekend allowance for weekend nights (7 p.m. to 7:30 a.m.).

For those colleagues working eligible 12-hour weekend shifts whose *base rate plus established weekend day differential ($8.00)* is less than the previous *flat rate of $55.97* and/or whose *base rate plus established weekend night differential ($10.00)* is less than the previous *flat rate of $62.40*, they shall receive the difference in a bonus payment based on actual eligible 12-hour weekend hours worked during the bonus period. Colleagues must be actively employed

in an eligible position as of January 5, 2025, during the entire bonus period and at the time of bonus payment.

The bonus earnings will be payable in a lump sum amount per the bonus periods below. The bonus will be included in gross income as wages and subject to federal, state and local tax withholdings and deduction as required by law or otherwise directed. Please note, this bonus will not be included in salary or compensation for the purposes of determining benefits or other compensation agreements (including severance, life insurance or other disability plans of Trinity Health or its subsidiaries or affiliates; or other applicable severance, life insurance, or other disability plans).

If a colleague transfers to a non-bonus eligible position within Trinity Health, or if the colleague's employment is terminated during the one-year period, the right to transition bonus payment immediately terminates and is forfeited.

The bonus period shall be defined as January 5, 2025, to January 2, 2027. To align with pay periods the bonus will be calculated as follows:

The bonus calculations will be as follows:

- Weekend days:
    - ($55.97 – (colleague base rate + weekend day allowance)) * eligible 12-hour weekend day shift hours worked
- Weekend nights
    - ($62.40 – (colleague base rate + weekend night allowance)) * eligible 12-hour weekend night shift hours worked

Any applicable bonus will be paid quarterly.

Section 2. The weekend shall begin at 7:00 a.m. Saturday and end on 7:30 a.m. Monday.

Section 3. Subject to MFH's approval, employees working twelve (12) hour shifts on the weekend may switch weekends or weekend shifts with other employees working twelve (12) hour shifts on weekends, provided the switch does not create overtime pay, and without either employee suffering loss of the weekend allowance. Requests to switch weekends or weekend shifts shall be made in writing and MFH approval of such requests shall not be unreasonably withheld.

Section 4. An employee who rotates to weekend work who is not working a twelve (12) hour shift shall receive a two dollar ($2.00) per hour weekend shift differential which shall be in addition to the evening shift differential ($4.50 per hour) and the night shift differential ($5.50 per hour) for all hours worked during the applicable shift as set forth in Article 31 (Shift Differential) of this Agreement for working an eight (8) hour shift. All such rotations

shall be done first (1st) on a voluntary basis, and if none are available, then shall be distributed equitably beginning with the least senior RN.

ARTICLE 18.
ON CALL

Section 1.

(a) An employee who has been called in to work outside of his/her regular shift shall be paid a minimum of three (3) hours at time and one-half (1-1/2). For employees who are on-call, thirty (30) minutes or less beyond the end of a scheduled shift will be considered a continuum of the shift and will not be eligible for on-call or callback premiums. Pyramiding of call back premiums is not permitted.

(b) A Care Transition nurse who manages their on-call responsibilities without coming into the hospital will be paid only for actual hours worked at time and one half (1 ½).

Section 2. Employees in the Cath Lab, OR, PACU, Interventional Radiology, Endoscopy, Sexual Assault Nurse Examiner (SANE) and Care Transition required to be available on a non-restricted On Call shall be paid four dollars ($4.00) per hour while On Call. All other employees required to be available on a non-restricted On Call shall be paid three dollars and fifty cents ($3.50) per hour while On Call.

Section 3. Employees must carry a beeper during On Call or provide a contact number.

Section 4. On Call shall be equitably distributed.

Section 5. Employees On Call must be able to be on site within thirty (30) minutes of being called in for Cath Lab, OR, Interventional Radiology and Endoscopy; or forty-five (45) minutes for PACU. SANE RNs have one (1) hour to be onsite.

Section 6. Employees who work in the Cath Lab, OR, PACU, Interventional Radiology, Endoscopy and Care Transition on an on-call shift must notify the unit manager or hospital supervisor of their intent regarding working their regularly scheduled shift prior to leaving MFH.

(1) Nurses in the above areas listed in Section 6 who have been called in and who have worked at least one (1) hour in the 8-hour period preceding the start of their scheduled shift may exercise one of the following options:

(2) Start work at their scheduled start time and work their entire shift. Employees shall be paid time and a half (1-1/2);

(3) Start work at their scheduled start time and leave after working a minimum of ½ of their schedule shift; Employees shall be paid time and a half (1-1/2) for up to four (4) hours worked.

(4) Come in up to 4 hours after their scheduled start time and work the remainder of their shift. Employees shall be paid time and a half (1-1/2) for up to four (4) hours worked.

Section 7. If a nurse is unable to fill an assigned call due to illness or circumstances beyond his/her control and cannot find their own replacement, that missed shift will be considered an absence under the Attendance Policy and the shift shall be assigned to the least senior qualified nurse in the department on a rotational basis. Only exception to this section is Sexual Assault Nurse Examiner (SANE).

ARTICLE 19.
HEALTH BENEFITS

Employees who become members of the bargaining unit on or after January 1, 2017, will be considered eligible for full-time health benefits at .875+ FTE and eligible for part-time health benefits at .4 - .874 FTE.

Employees who are members of the bargaining unit as of December 31, 2016, will be considered eligible for full-time health benefits at .6+ FTE as long as they remain members of the bargaining unit. Employees who are members of the bargaining unit as of December 31, 2016, will be considered eligible for part-time benefits as .4 - .599 FTE. Employees who are members of the bargaining unit as of December 31, 2016, and who fall below 0.6 FTE or terminate from employment with the hospital and later become returning members of the bargaining unit will be considered eligible for full-time health benefits at .875+ FTE and eligible for part-time health benefits at .4 - .874 FTE.

Section 1. Any benefit eligible bargaining unit employee who is hired or rehired on or after January 1, 2017, or becomes a new or returning member of the bargaining unit on or after January 1, 2017, shall be offered the same medical, dental, vision and employer-paid basic life insurance plans that are offered to non-bargaining unit employees of the hospital under the same terms, conditions and cost sharing offered to non-bargaining unit employees of the hospital.

Benefit eligible bargaining unit employees who became members of the bargaining unit eligible for medical benefits prior to January 1, 2017 (referred to herein as "Pre 2017 Bargaining Unit Members") shall be offered the same medical plans that are offered to the non-bargaining unit employees of the hospital under the same terms and conditions as the non-bargaining unit employees except that the cost sharing for each medical plan shall be as set forth in the below chart.

Medical Plan	Coverage Level	Pre 2017 Bargaining Unit Members Paycheck Contribution % of Total Rate	
		Full Time	Part Time
Traditional Plan	Employee Only	18%	34%

	All Other Coverage Tiers	22%	38%
Health Savings Plan	Employee Only	14%	29%
	All Other Coverage Tiers	18%	34%
Essential Plan	Employee Only	10%	25%
	All Other Coverage Tiers	14%	29%

An employee who is a pre 2017 bargaining unit member will cease to be a pre 2017 bargaining unit member if she/he ceases to be benefit eligible or terminates from employment with the hospital and later becomes a returning member of the bargaining unit.

The cost sharing for each medical plan that will be offered to benefit eligible bargaining unit employees who are not pre 2017 bargaining unit members will be the same as the cost sharing for the hospital's non-bargaining unit employees.

Cost sharing reflects the base cost share for each plan. Additional cost sharing requirements may be applicable to all bargaining unit employees with a base annual salary at or above the social security wage base. Contributions may be tiered based on employee and spouse/eligible adult (where applicable) participation in well-being programs. Bargaining unit employees may retain the base contribution through completion of well-being activities by the employees and their spouses/eligible adults. Employees and their spouses/eligible adults who do not complete well-being activities will not continue to be eligible for the well-being incentive resulting in an increase in the employees' contributions for the hospital provided medical plan coverage.

Section 2. Labor and Delivery Services. For the Trinity Health standard plans MFH agrees to continue to make available a Tier 1 facility for labor and delivery services in addition to the existing Trinity Health facilities in Tier 1. MFH retains the right to evaluate Tier 1 labor and delivery facilities and make a change if additional Trinity Health or Tier 1 facilities become available within the term of this Agreement.

Section 3. Health Care Reform. It is recognized that MFH is permitted to make changes to its health and welfare benefits programs in order to comply with legal requirements or to exercise the options under the Patient Protection and Affordable Care Act (P.L 11-148), as amended by the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152), and as subsequently amended from time to time thereafter ("Affordable Care Act") passed on March 23, 2010. MFH will provide the Union with advanced written notice of such changes.

(a) ACA Employer Mandate. For purposes of complying with the employer shared responsibility provisions of the ACA, as set forth under Section 4980H of the Internal

Revenue Code and the guidance issued thereunder, as amended from time to time (the "Employer Mandate"), bargaining unit employees who do not satisfy the eligibility criteria outlined in this Agreement to participate in a group health plan offered by MFH that is subject to the Employer Mandate, but who must be offered coverage under such a group health plan in order to avoid a penalty under the Employer Mandate, may be offered the opportunity to participate in such a group health plan. Bargaining unit employees in this classification will be required to pay the full cost of coverage under the group health plan.

Section 4. The Hospital or the entity or person authorized to amend Trinity Health's health and welfare plans may change plans, plan designs, carriers, vendors, and any other aspect of the plans as set forth in this Article. MFH and the Union recognize that establishing common plan designs, vendors and other administrative and operating benefit plan rules across a larger base of employees than the MFH bargaining unit alone is beneficial to both the MFH and the nurses. In the event of a substantial change, MFH will notify the Union no later than 60 days prior to the effective date of the substantial change. MFH will provide the Union with the reason(s) for any substantial change and meet and discuss (not negotiate) with the Union, upon its request.

Section 5. Effective January 1, 2017, eligible Pre 2017 Bargaining Unit Members shall be offered the same dental, vision and employer-paid basic life insurance plans that are offered to non-bargaining unit employees of MFH under the same terms, conditions and cost sharing offered to non-bargaining unit employees of MFH.

Section 6. An employee who retires at age sixty (60) or older and who has worked twenty (20) or more years for MFH and who retires in good standing, may continue coverage under the same health care plans offered by MFH to active bargaining unit employees until age sixty-five (65) provided the employee pays the full cost. In no event, however, shall such coverage for any retired employee exceed past the age sixty-five (65) except as may be required by law.

ARTICLE 20.
WAGES

Section 1. The hourly schedule set forth in Appendix A shall apply to all employees in the bargaining unit during the term of the Agreement.

30 Year Bonus. RNs who achieve thirty (30) years of continuous RN service with MFH shall receive a one (1) time lump sum bonus of one thousand dollars ($1,000) subject to applicable withholdings. RNs who are at or above that level of service as of the date of ratification shall receive the bonus in the first full pay period following ratification.

RNs who achieve thirty (30) years of continuous RN service with MFH on or after the date of ratification, but prior to December 1 in every year of this Agreement shall be paid this one (1) time bonus in the first full pay period following December 1 in that year.

Section 2. All employees would move up to the appropriate rate on the beginning of the first full pay period following ratification of the agreement, and the first full pay

period following December 1 in each year of this agreement thereafter, not the employee's hiring anniversary date.

ARTICLE 21.
STAFFING

Section 1. MFH and the Union agree that it is the goal of both parties to provide high quality nursing care to all patients. MFH and the Union also recognize that nurses should participate in decisions affecting the delivery of care.

Section 2. Joint Staffing Committee: A Hospital-Union committee will be formed entitled, "Joint Staffing Committee." MFH representatives shall include: CNO or designee; Clinical Educator; Patient Care Manager, Human Resource Reps. The Union representatives shall be appointed and shall include: one (1) staff RN from each nursing unit, and one (1) FMHNA Executive Board Member. Times and places for the Joint Staffing Committee meeting shall be mutually agreed upon.

(1) The Union representatives on the Committee shall be paid for time spent at the Committee meetings at the applicable straight-time rate as set forth in Appendix A of the contract. Such time shall not count as "time worked" for purposes of computing overtime or for any other purpose.

(2) The Committee shall meet on a monthly basis. The Head of the Nursing Department (or his/her designee) and the Union President (or his/her designee) shall prepare an agenda for all Committee meetings, which shall determine the issues to be addressed.

(3) The Joint Staffing Committee shall promote a commitment to excellence in nursing practice by addressing issues and making recommendations to the Hospital concerning staffing, technology, training, equipment, supplies and all aspects of hospital policy affecting nurse practice. The Committee shall also identify performance improvement opportunities and quality issues to ensure delivery of excellent nursing care and review staffing forms.

(4) The CNO shall respond in writing within 30 days, except for good cause, upon receiving the recommendations from the Joint Staffing Committee.

(5) CND RN Advisory Forum shall take place under the guidelines set out in Article 19.

Section 3. MFH agrees to hire RN FTE's in all units and for all shifts to meet the current staffing guidelines. On a quarterly basis, the Hospital shall provide the following to the Union: projected quarterly ADC by unit; actual quarterly ADC by unit; number of budgeted FTE's required to meet the staffing guidelines for each unit; actual FTE's for each unit.

Section 4. MFH will establish a multi-skilled Float Team with 17 FTEs which will have a Critical Care/ER component and a Med-Surg/All Other Units component. Positions will be allocated to ensure availability of budgeted float RNs on AM and PM shifts to support staffing needs.

A. Members of the Float Team may be reassigned during a shift. The Float Teams will not be included in any unit's routine scheduling, but may be used to cover census increases, acuity increases, call-outs, LOA's and other unexpected staffing needs. RNs working on the Float Team shall be paid an additional two dollars and twenty-five cents ($2.25) for each hour worked after successfully completing nursing orientation. Nurses will not be expected to float and take patient assignments on units where they have not demonstrated competence to care for the patient populations on those units. Nurses shall be oriented to all units where they are expected to be assigned.

B. In addition to the Float Team, one registered nurse shall be used for the transportation of patients, response to codes, response to rapid responses, and task-related assignments without having a dedicated patient care assignment. RNs working as required this subsection B shall be paid an additional two dollars and twenty-five cents ($2.25) for each hour worked after successfully completing nursing orientation. The nurse will be assigned a phone and will be managed at the discretion of the house supervisor. This will be provided Sunday to Saturday, 24 hours a day, 7 days a week.

Section 5. MFH will agree to continue a voluntary on-call system for all units. This voluntary on-call system will be activated during high census periods at the discretion of the CNO and/or his/her designee.

Section 6. Staffing shall take into account projected admissions over the course of the shift and acuity.

Section 7. MFH will care for patients requiring continuous observation determined by regulatory requirements with unlicensed staff assigned to observe the patient(s). Other patients requiring continuous observation will be cared for by rotating all scheduled staff on the unit for up to one-half hour increments when the staffing plan is met and acuity permits.

Section 8. In March of each year, MFH will provide the Union with the opportunity to meet and present recommendations on staffing levels and guidelines for the coming fiscal year. MFH will consider these recommendations when formulating guidelines for the upcoming fiscal year.

At least thirty (30) days prior to the start of each fiscal year, MFH will provide the Union with the staffing guidelines for the new fiscal year. Upon written request from the Union, MFH will meet with the Union to discuss (not negotiate) the guidelines. MFH will, in good faith, consider the Union's written requests, if any, concerning the guidelines and will notify the Union's President(s) of MFH's decision related to the requests within thirty (30) days of the meeting. MFH will post staffing guidelines, developed with consideration of the Union's input, near the schedule in each unit. If the posted guidelines are not met, the Hospital shall follow the procedure in Section 10 of this Article.

If staffing shortages occur on a frequent basis during a fiscal year and are scheduling deficiencies proven to be based upon an inadequate number of employees, the parties will work together to improve nurse recruitment for those areas.

Members of the bargaining unit will be eligible to participate in the Trinity Health Referral Bonus Program on the same terms and conditions that apply to all non-bargaining unit employees. MFH reserves the right to modify or discontinue the program at any time, in which case it would be modified or discontinued for members of the bargaining unit.

Section 9. MFH retains all rights to make changes to the staffing guidelines. Prior to making any changes, the Hospital will give the Union at least thirty (30) days' notice of such changes and will meet with the Union and work collaboratively on staffing guidelines. Situations that may warrant changes to the staffing guidelines include, but are not limited to, technological, clinical or business decisions.

A. If there are significant technological changes, clinical advances or changes, or significant business changes, either party may notify the other in writing of the desire to meet and discuss changes to the guidelines. If such notice is given, the parties agree to meet within 14 calendar days to discuss potential changes to the guidelines and work collaboratively on staffing guidelines.

Section 10. The parties recognize that adherence to the staffing guidelines on a shift or portion of a shift can be affected by the unavailability of RNs and unforeseen emergent circumstances (no call, no shows; a nurse goes home sick; or an increase in census equal to a full assignment based on the guidelines for each individual unit). In the event that such unforeseen emergent circumstances as defined above render the hospital unable to meet its staffing guidelines on a unit for a shift or a portion of a shift, the charge nurse of the work area shall notify the patient care manager or the nursing supervisor of the situation. MFH shall first utilize Article 25 (Temporary Reassignment), if possible, to address the situation. If the situation remains unresolved, MFH shall exhaust all reasonable steps to meet the guidelines. Specifically, if MFH determines that its guidelines require additional staff, MFH will use its best efforts to obtain additional staff and explore other available options, including, but not limited to:

(1) Assigning Float Team resources to the shift;

(2) Offering voluntary hours to regularly scheduled employees who have signed up to work per the Voluntary Availability List procedure described below; and, in addition, sending text messages to employes who have opted into the Hospital's voluntary text messaging system;

(3) Calling Pool nurses to work;

(4) Attempting to use Trinity First Choice Staff;

(5) Attempting to use third party agency staff.

B. Voluntary Availability List — MFH shall maintain on each nursing unit a voluntary availability list for each schedule period. The availability list shall be separate from the "needs" list currently being utilized at MFH. Nurses who want to be contacted to work extra time shall sign the list in advance of the day(s) they are making themselves available for work. If there are emergent circumstances on a shift or portion of a shift, MFH may contact the nurses on the availability list (using the current phone number on file with the Nursing Department,

which the nurses must keep updated) as part of its efforts to obtain additional staff as set forth above. Simultaneously, MFH may contact Pool nurses to obtain additional staff, and MFH will utilize whichever nurse(s) respond, on a first-come, first-served basis, to fill the need.

C. The Nursing Leadership Team shall round on the units and communicate with the charge nurses throughout each shift to assess acuity and staffing needs.

ARTICLE 39.
VOLUNTARY POLITICAL ACTION DEDUCTION

MFH agrees to enable voluntary contributions to the PASNAP nurse political action fund through payroll check-off deduction. Upon receiving the voluntary check-off authorization, MFH shall deduct such funds each payroll period and forward such funds to the PASNAP-PAC once per month along with a list of contributors. FMHNA/PASNAP agrees to indemnify and hold MFH harmless against any and all claims, demands, judgments, suits, expenses, attachments, and from any other form of liability as a result of making a deduction, that may arise out of or by reason of action taken or not taken by MFH for the purpose of complying with this provision.

ARTICLE 40.
CREDIT FOR NON-U.S. RN LICENSES

MFH will give up to a maximum of ten (10) years credit for RN non-U.S. licenses as set forth herein.

1. RNs hired on or after November 7, 2008, will be given credit for non-U.S. licensure up to a maximum of ten (10) years in addition to his/her US licensure. Credit for non-U.S. licensure will be phased in over the term of this Agreement, to ensure pay equity among current RNs with non-U.S. licenses.

2. RNs hired prior to November 7, 2008, shall be given credit for their non-U.S. license as set forth in the November 7, 2008, side letter between the parties, included herein in the Appendix.

3. RNs will provide a copy of the non-U.S. license to the Hospital.

4. The maximum number of steps an RN will adjust in any year over the term of the contract is two steps, unless more is needed to obtain full credit as set forth herein.

ARTICLE 41.
PROFESSIONAL DEVELOPMENT

Section 10. MFH and the Union agree to form a committee to pilot the development and implementation of a clinical ladder in the medical surgical CND units. There shall be equal representation on the committee from the Union and MFH. Membership from the Union shall include a member of the Union's Executive Board and Staff Nurse Representatives chosen by the Union's Executive Board. Membership from MFH shall include Patient Care Managers and Med/Surg Nurse Educators. One year after implementation, MFH and Union

leadership will review the Pilot and determine whether it should continue. MFH and the Union shall make the final determination as to whether it should continue.

Section 11. MFH and the Union agree that the goal of both parties is to provide high quality patient care. MFH will compensate nurses who successfully achieve specialty certifications via a national certifying body in a recognized clinical specialty as follows: full-time one thousand five hundred dollars ($1,500) per calendar year; part-time one thousand dollars ($1,000) per calendar year. It will be paid upon successful completion of the exam and annually for the duration for their certification.

ARTICLE 42.
NURSE QUALITY AND PRACTICE COMMITTEE

Section 10. Nurse Quality and Practice Committee: A joint Hospital-Union committee will be formed entitled, "Nurse Quality and Practice Committee." MFH representatives shall include: CNO or designee; Clinical Educator; Patient Care Manager or Administrative Supervisor; Unit Supervisor. The Union Representatives shall be approved by the Executive Board of the Union and shall include: a staff RN elected by his/her peers from each nursing unit, (elections shall be held each September and will be managed by an Executive Board member and the manager from each unit) and one (1) FMHNA Executive Board Member. Times and places for the Joint Committee meeting shall be mutually agreed upon.

(4) The Union representatives on the Committee shall be paid for the time spent at Committee meetings at the applicable straight-time rate as set forth in Appendix A of the contract. Such time shall not count as "time worked" for purposes of computing overtime or for any other purpose.

(5) The Committee shall meet on a monthly basis. The Head of the Nursing Department (or his/her designee) and the Union President (or his/her designee) shall prepare an agenda for all Committee meetings, which shall determine the issues to be addressed. The agenda for all Committee meetings shall be prepared by the Committee leadership.

(6) The Joint Nurse Quality and Practice Committee shall promote a commitment to excellence in nursing practice by addressing issues and making recommendations formulating changes in practice/process and developing clinical policies and procedures. The Committee may make recommendations to the Hospital concerning changes in nursing practice and performance improvement opportunities to ensure delivery of excellent nursing care.

ARTICLE 43.
EQUIPMENT & SUPPLIES

MFH and the Union understand that safe patient care requires equipment that is in good working order; and the supplies necessary for nurses to provide the highest quality of care in each unit. If MFH determines that a unit is not adequately supplied with properly functioning equipment and/or supplies MFH shall remedy the situation within 14 days, if possible. If MFH cannot remedy the situation with 14 days, MFH will communicate with the Union's President concerning the status of the situation. Discussions related to equipment and supplies can be addressed at unit safety huddle, CND meetings, and /or joint staffing meetings.

ARTICLE 44.
SAFETY & SECURITY

Section 2. MFH will continue to provide a safe environment for staff, patients, visitors and all others who are present at MFH.

Section 3. The Union agrees that workplace safety is a shared effort and agrees to cooperate with MFH in its ongoing efforts to prevent violence in the workplace. Among other things, this means encouraging its members to immediately and accurately report and document any and all safety incidents to the appropriate management representatives in accordance with MFH's Violence Free Workplace policy as provided and incorporated herein. MFH's Violence Free Workplace Policy, as amended from time to time, shall apply to all nurses. MFH shall give the Union at least thirty (30) days' notice of any substantial changes to that policy.

Section 4. One nurse shall participate as a member of MFH's Safety Committee. To facilitate this participation, the Union shall submit a list of three names to MFH, and MFH shall select a member from the list of three. The Union representative on the Committee shall be paid for the time spent at Committee meetings at the applicable straight-time rate set forth in Appendix A of the contract. Such time shall not count as "time worked" for purposes of computing overtime or for any other purpose.

ARTICLE 23.
LOAN REIMBURSEMENT

In the event the hospital introduces a loan reimbursement program, nurses will be eligible to participate under the same terms and conditions as non-bargaining unit employees.

ARTICLE 24.
SUCCESSORSHIP

Section 1. MFH will provide the Union with a minimum of sixty (60) days' notice of any sale, merger or closure of the Hospital. Upon giving such notice, the Hospital will meet to negotiate the effects on members of the bargaining unit of its plans regarding the sale, merger, or closure. Any such negotiations shall not delay any sale, merger, or closure. MFH shall require as a condition of any sale or merger of the Hospital that the prospective acquirer, or merging entity, agrees in writing to recognize the Union.

Section 2. In addition, MFH will make every effort to require that this Agreement shall be binding on any and all successors and assigns of MFH whether by sale, transfer, merger, acquisition, consolidation or otherwise. MFH will make every effort to make it a condition of transfer that its successor shall be bound by the terms of this agreement.

Section 3. MFH -shall recognize the union and the contract if MFH relocates the hospital to a new location within Delaware County, Pennsylvania.

ARTICLE 25.
VIRTUAL REGISTERED NURSE (vRN)

Section 1.

(a) In the event a nurse in the vRN position has to be reassigned, the Hospital shall follow the Temporary Reassignment language in Article 25. RNs from non-vRN CNDs will not be temporarily assigned to the vRN CND, other than any Nurse that voluntarily trained and meets the qualifications including but not limited to budgeted Medical/Surgical Float Pool RNs.

(b) Article 24 “Hours” section 13 shall apply to vRN position.

(c) The vRN shall not be counted into the staffing numbers to the floors in which they are assigned as a vRN.

TERM OF AGREEMENT

Except as otherwise provided herein, this Agreement shall become effective when ratified and shall remain in effect until 12:01 a.m. on November 16, 2027 and shall continue in full force and effect from year to year thereafter unless and until either party shall give to the other party notice by certified mail, return receipt requested, at least ninety (90) days prior to the expiration date in November 2027, or to the expiration date in any year thereafter, of an intention to terminate, cancel or modify the Agreement.

MERCY FITZGERALD HOSPITAL:	FMHNA/PASNAP:
_____	_____ Terry Noga, RN Co-President
_____	_____ Sue Brusco, RN Co-President
_____	_____ Robin Keyser, RN Vice President
_____	_____ Nancy Carter, RN Recording Secretary
_____	_____ Jane Rogiani, RN Treasurer
_____	_____ Ruqayyah Hashmi, RN Grievance Chair
_____	_____ Suzanne Valentino, RN Political Chair
_____	_____ Stephani Brown, RN Member at Large
	_____ Sherri Freeman, RN Member at Large
	_____ Nicole Sheppleman, RN Member at Large
	_____ Richard J. Myers, PASNAP Sr. Staff Rep.
	_____ Kyle Kintsche, PASNAP Staff Rep.

APPENDIX A
WAGE SCHEDULE MERCY FITZGERALD HOSPITAL

The hourly wage schedule shall apply to all employees included in Article 1, Section 1 during the term of this Agreement.

	First Full Pay Period Following Ratification	First Full Pay Period Following 12.1.25	First Full Pay Period Following 12.1.26
Start	$45.75	$47.35	$49.01
1	$46.98	$48.62	$50.33
2	$48.20	$49.89	$51.63
3	$49.43	$51.16	$52.95
4	$50.65	$52.42	$54.26
5-9	$53.43	$55.30	$57.24
10-14	$57.70	$59.72	$60.81
15-17	$60.95	$63.08	$65.29
18-19	$62.01	$64.18	$66.43
20-22	$63.09	$65.30	$67.59
23-24	$64.17	$66.42	$68.74
25+	$66.29	$68.61	$71.01

RNs move to the next step corresponding to their RN licensure date or receive negotiated increases (whichever is higher) as set forth in the chart above. Provisions for non-US RN licenses are set forth in Article 39 of this Agreement ("Credit for Non-U.S. RN Licenses"). Wages, start rate, and step increases are effective as set forth in the chart above.

APPENDIX B
AGREEMENT ON COMBINING SHIFTS

A bargaining unit RN who wishes to increase their FTE status must do so by bidding for another position. They can do this in one of two (2) ways: (1) they can bid for a higher FFE position and, if they are successful and awarded the position, give up their current lower FTE position; or (2) they can bid on a position and, if awarded the position, they can accept the new position and keep their current position, thereby combining the FTEs of both positions. The combined FTE cannot be higher than one (1.0). An RN may only bid on and maintain two (2) positions if they are able to fulfill all requirements of both positions. If the requirements of the two (2) positions conflict in any way, the RN must either give up their current position or not accept the new position, but in no case may an RN hold two (2) positions concurrently whose requirements conflict. Position requirements may not be tailored in order to avoid a conflict with another position. Position requirements shall be determined solely based upon the staffing needs of the department.

APPENDIX C
LIST OF FUNCTIONAL DUTIES

As of the date of ratification, the list of "functional duties," as that term is used in the labor contract, is set forth below.

1. Medications (Within Reason)
2. Assessments
3. Admission
4. ED Admission Tasks (Lab, Line, EKGs, etc.)
5. Stroke Neuro checks, VS and documentation
6. Post Op-VS
7. Double check blood, pick up blood
8. Discharge and DC Education
9. IV Restarts
10. Report (Take and Give)
11. Vital signs
12. Dressing changes
13. Bathing/Feeding Special precaution
14. Transport
15. EKG and labs
16. Check daily labs and common cafe with MD
17. Accu-check and treat
18. Answer call lights
19. Toilet and turn
20. Hourly rounds
21. Psych rounds
22. Procure supplies

23. MD communication
24. Pre and post op teaching
25. Patient education
26. Therapeutic communication
27. Intake and output and empty Foleys
28. Cover lunches
29. Non pharmacological methods for pain control
30. Trays (new patient meals)
31. Answer phones
32. Follow up phone calls
33. Make discharge physician appointments
34. Chart review/HAI bundle/MU documentation/Equipment Compliance Review
35. Monitor room

* And other functional duties as assigned by management