

## Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:  
Lincoln Cushing, [lcushing@library.berkeley.edu](mailto:lcushing@library.berkeley.edu)

**IDnum** 289    **Language** English    **Country** United States    **State** IN

**Union** Indiana Hospital Professional Employees Association

### Local

Occupations Represented
Registered nurses

**Bargaining Agency** Indiana Hospital

**Agency industrial classification (NAICS):**  
62 (Health Care and Social Assistance)

**BeginYear** 2000    **EndYear** 2003

**Source** <http://ihpea.tripod.com/contract.html>

**Original\_format** PDF (unitary)

**Notes**

**Contact**

**Full text contract begins on following page.**

---

**AGREEMENT**  
**Between**  
**INDIANA HOSPITAL**  
**And**  
**INDIANA HOSPITAL PROFESSIONAL EMPLOYEES ASSOCIATION/HEALTH CARE-PSEA**  
**Effective November 2, 2000 - October 31, 2003**

TABLE OF CONTENTS

Page

AGREEMENT *	
ARTICLE I INTENT AND PURPOSE *	
ARTICLE II RECOGNITION 2	
ARTICLE III MANAGEMENT RIGHTS *	
ARTICLE IV NO STRIKE CLAUSE *	
ARTICLE V PROBATIONARY PERIOD AND CATEGORIES OF EMPLOYEES *	
ARTICLE VI NON-DISCRIMINATION *	
ARTICLE VII ASSOCIATION ACTIVITY *	
ARTICLE VIII ASSOCIATION SECURITY *	
ARTICLE IX DISCIPLINE *	
ARTICLE X HOURS OF WORK *	
ARTICLE XI WAGES *	
ARTICLE XII CONTINUING EDUCATION *	
ARTICLE XIII UNIFORMS *	
ARTICLE XIV LEAVES OF ABSENCE *	
ARTICLE XV MILITARY LEAVE *	
ARTICLE XVI HOLIDAYS *	
ARTICLE XVII VACATIONS *	
ARTICLE XVIII SICK LEAVE *	
ARTICLE XIX BEREAVEMENT LEAVE *	
ARTICLE XX JURY DUTY LEAVE *	
ARTICLE XXI HEALTH AND WELFARE *	
ARTICLE XXII PENSION *	
ARTICLE XXIII SENIORITY *	
ARTICLE XXIV PERSONNEL FILES *	
ARTICLE XXV SAFETY *	
ARTICLE XXVI LABOR-MANAGEMENT CONFERENCES *	
ARTICLE XXVII GRIEVANCE PROCEDURE *	
ARTICLE XXVIII CONTRACTING OUT *	
ARTICLE XXIX SUPERVISORS *	
ARTICLE XXX MISCELLANEOUS *	
ARTICLE XXXI SUBSTANCE ABUSE *	
ARTICLE XXXII EMERGENCIES *	
ARTICLE XXXIII TEMPORARY REASSIGNMENTS *	
ARTICLE XXXIV MANDATORY OVERTIME *	
ARTICLE XXXV SEPARABILITY AND SAVINGS *	
ARTICLE XXXVI DURATION *	
APPENDICES A, B, C, & D	

AGREEMENT

This Agreement is made and entered into by and between INDIANA HOSPITAL, Indiana, Pennsylvania (the "Hospital" or "Employer") and INDIANA HOSPITAL PROFESSIONAL EMPLOYEES ASSOCIATION/HEALTH CARE -PSEA (the "Association").

ARTICLE I

INTENT AND PURPOSE

Section 1. The Association recognizes that the Employer is a health care institution within the meaning of the National Labor Relations Act and for purposes of other applicable labor and employment laws.

Section 2. The Association and the Employer mutually recognize that skills and professional expertise of the Hospitals registered nurses play an important role in the Hospital's mission to provide complete, uninterrupted patient care and service of the highest possible quality and agree that such care and service is of vital importance to the health, welfare, safety and comfort of the community and further agree to cooperate in administering this Agreement with these interests always paramount. The Association further recognizes that the unique and humanitarian nature of the functions of the Employer require a cooperative approach focused on the best interests of the community we serve.. Nothing in this Agreement, except as otherwise provided, will be interpreted as limiting nurses in performing duties other than those they normally perform or from helping employees in other classifications and departments, and that the Employer confirms that it has retained the services of said employees to perform the occupation of professional nursing. The Association confirms the obligation of the nurses it represents to render optimum care and service with efficiency, warmth and compassion so as to transmit to patients and others having business with the Hospital a sense of security and dignity. The Association offers its full cooperation in fostering these values, and on behalf of the nurses, agrees to cooperate with the Hospital to ensure that every patient receives the highest quality professional nursing care.

ARTICLE II

RECOGNITION

The Hospital recognizes the Association as the exclusive representative for all full-time, regular part-time and casual nurses as defined in Article V of this Agreement in the bargaining unit certified by the National Labor Relations Board at Case No. 6-RC-11672 for the purpose of collective bargaining in all matters with respect to wages, hours and other terms and conditions of employment.

Excluded from the bargaining unit and the coverage of this Agreement are all other employees of the Employer, including office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended. The term "employee" as used in this Agreement will not include those employees and classifications excluded by the National Labor Relations Board in Case No. 6-RC-11672, except as provided in Article V of this Agreement. Any disputes concerning the inclusion or exclusion of any classification or employee in or from the bargaining unit will be decided solely by the National Labor Relations Board under the provisions of the National Labor Relations Act. This Recognition Article is not subject to the grievance or arbitration provisions of this Agreement.

### ARTICLE III MANAGEMENT RIGHTS

Section 1. The Association recognizes that the management of the Hospital, the direction of the working forces and the establishment and/or altering of employees' wages, benefits, hours and other terms and conditions of employment are vested solely and exclusively in the Hospital except as specifically limited by the written terms of this Agreement. Matters of inherent managerial policy are reserved exclusively to the Hospital. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Hospital, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. The above set forth management rights are by way of example but not by way of limitation. The Hospital agrees that it will not exercise any of these rights in an arbitrary or capricious manner.

Section 2. The Hospital recognizes its legal duty to offer to bargain and, if requested by the Association, to bargain in good faith prior to the implementation of any changes concerning wages, hours and other terms and conditions of employment which are not otherwise specifically agreed to by the written terms of this Agreement. Any waiver of the duty to bargain prior to the implementation of any such changes must be clear and explicit.

Section 3. The Hospital shall have the right to adopt reasonable rules and regulations. The Hospital will provide to the Association copies of any new or revised policies or rules affecting bargaining unit employees at least fourteen (14) calendar days in advance of their implementation whenever possible. Upon request, the Hospital will meet with the Association to discuss said new rules or policies.

### ARTICLE IV NO STRIKE CLAUSE

Section 1. The Association, its officers, agents and representatives guarantee the Hospital that there will be no strikes of any kind, individually or collectively, including sympathy strikes, honoring or observance of picket lines, stoppages of work, slowdowns, sit-downs, sick-outs, boycotts, picketing, demonstrations, walkouts, concerted refusal to work, or any other type of interference adjacent to the Hospital, coercive or otherwise, with the Hospital's business or operations during the term of this Agreement or any extension or renewal thereof. Neither the Association nor its officers, agents, representatives and members will instigate, promote, sponsor, engage in, or condone any such activity or any other interruption, curtailment, restriction or interference with the Hospital's functions or operations, regardless of the reason. Picket lines placed by other unions or by other persons, employees or groups of employees at Hospital operational locations will not be honored by employees covered by this Agreement, unless the Hospital, in its sole discretion, expressly, in writing, excuses the employees obligations to not honor such a picket line. The prohibitions of this Section will apply whether or not (a) the dispute is covered by the grievance and arbitration procedure provided under this Agreement; (b) such conduct is in support of in sympathy with a work stoppage or picketing conducted by the Association or any other labor organization; or (c) such conduct is in protest of an alleged violation of any state or federal law.

Section 2. Employees participating in any activity contrary to this Article will be subject to immediate disciplinary action, up to and including discharge, at the discretion of the Employer. An employee disciplined or discharged for a violation of this Article will have recourse to the grievance procedure.

Section 3. In the event of activity contrary to this Article, the Association agrees to undertake its best efforts to prevent and end such action immediately. The Hospital will have all such rights and recourse as the law may provide, including recovery for injury or damage which results from any violation of any provision of this Article, except that said recovery or injury for damage against the Association and/or its agents must be related to the activity of the Association and/or its agents. Nothing herein will be construed as in any way limiting the Employer's right to seek and obtain immediate injunctive relief enforcing this Article in the event of breach by any employee, group of employees or the Association, the Employer's right thereto being expressly recognized by the Association herein.

Section 4. The Hospital agrees that during the term of this Agreement there will be no lockout of employees covered by this Agreement.

### ARTICLE V PROBATIONARY PERIOD AND CATEGORIES OF EMPLOYEES

Section 1. Newly-hired Registered Nurses with under one (1) year of nursing experience in an acute care facility within the last three (3) years will be considered probationary employees for the first six (6) months of employment. Registered Nurses with more than one (1) year of nursing experience in an acute care hospital within the last three (3) years will be considered probationary employees for the first three (3) months of employment. Current Hospital employees moving into positions in the bargaining unit (e.g., LPN to RN) will follow the Hospitals guidelines for such a change. During this period, the nurse may be discharged at the will of the Employer and such discharge will not be subject to the grievance and arbitration procedure in this Agreement. A nurse's seniority will not begin until after the completion of this probationary period, but upon successful completion will be calculated retroactive to the date of hire. During the probationary period, the nurse will not be entitled to any of the benefits of this Agreement except as expressly provided for herein and will not have access to the grievance and arbitration procedure. The Association will not be recognized as the representative of any applicant or new hire, individually or as a class, until successful completion of the probationary period.

Section 2. A full-time employee for purposes of this Agreement is one who has completed the probationary period and who is regularly scheduled for and who regularly works eighty (80) hours or more per pay period or forty (40) hours per week, whichever is applicable, or a schedule otherwise designated as full-time by the Hospital, throughout the course of her employment.

Section 3. A regular part-time employee for purposes of this Agreement is one who has completed the probationary period and who is regularly scheduled for seventy-two (72) hours or fewer per pay period or thirty-six (36) hours or fewer per week, whichever

is applicable, but more than thirty-nine (39) hours per pay period throughout the course of her employment. In the event a regular part-time employee is regularly scheduled an average of more than seventy-two (72) hours per pay period over a six (6) month period, that employee will be considered as full-time for purposes of benefit eligibility under this Agreement for the next ensuing six (6) months (measured January to June, and July to December), provided the employee remains in the same or higher status. Section 4. A "casual employee" is defined as an employee who is normally scheduled to work an average of thirty-nine (39) hours or less in a pay period throughout the course of her employment and/or an employee who works on an as needed or as available basis. Casual employees will not accumulate seniority and will not be covered by or be subject to the terms of this Agreement; however, casual employees regularly scheduled for and regularly working sixteen (16) hours or more per pay period throughout the course of employment will be covered by this Agreement to the extent expressly made applicable. Except for CRNAs, casual nurse wage rates will be equivalent to actual years of experience in acute care or, in the case of transitional care nurses, sub-acute care. Casual nurses will not accumulate seniority while classified as casual, but will have such time in casual status banked and credited to their seniority status should they change to regular part-time or full-time status without a break in service. Regular full-time or regular part-time nurses moving to casual status will have any accrued unused paid sick leave frozen, pending return to regular status. Scheduled and worked hours of casual nurses will be assessed every January and July to determine their status until the next reassessment period.

Section 5. Paid vacation, holiday and sick leave time and "EA time" will be considered as time worked for purposes of Sections 2, 3 and 4 of this Article.

Section 6. A "temporary employee" is an employee who is hired by the Employer for a period not to exceed six (6) months and one thousand forty (1,040) hours per year and who is so informed at the time of hire and, furthermore, who is hired to fill a limited or temporary job, to fill a manpower shortage of specific duration, to augment the regular work force during peak periods, to fill a vacancy until a regular employee is hired, to work on a special project or to replace employees absent due to illness, leave or vacation. A temporary employee will not accumulate seniority and is not covered by or subject to the terms of this Agreement. Seasonal employees hired by the Employer will be considered temporary employees for purposes of this Agreement. If a temporary employee is hired for a regular position covered by this Agreement while working as a temporary, seniority will be calculated based only upon time worked as a regular employee, but time worked in a temporary status may be credited by the Employer toward fulfillment of the probationary period. Nothing in this Section will prevent the Employer from reemployment of a temporary employee for additional instances of temporary employment within a given calendar year, provided such temporary employee does not exceed the thresholds, unless otherwise mutually agreed, and her use does not result in a layoff or failure to recall from layoff of a regular employee covered by this Agreement.

Section 7. Nothing in this Agreement will be construed as any limitation upon the Employer's right to employ students on a seasonal basis and to employ interns, externs and others for educational and training purposes in work normally performed by employees covered by this Agreement, and such students, interns, externs and trainees will not be covered by this Agreement.

Section 8. Volunteers who donate their services to the Employer are not covered by, subject to or limited by the terms of this Agreement.

## ARTICLE VI

### NON-DISCRIMINATION

Section 1. The Employer and the Association agree that the provisions of this Agreement will be applied to covered employees without regard to race, color, religion, national origin, disability, sex, age (over 40) or Association membership/activity, in accordance with applicable State and Federal laws.

Section 2. The provisions of this Agreement also will be applied in compliance with the Americans With Disabilities Act ("ADA") and, in the event of a conflict between the provisions of this Agreement and/or the requirements of the ADA and/or the Employer's obligations thereunder, the provisions of the ADA and the Employer's obligations under the ADA will prevail.

Section 3. Any claim of discrimination as mentioned in this Article will be decided solely by the agencies and courts having jurisdiction over such claims. Any aggrieved nurse shall have the right to proceed with his/her claim through the grievance procedure, but shall not have the right to proceed to arbitration.

Section 4. Whenever one gender is used in this Agreement, it will also be deemed to include the other gender.

## ARTICLE VII

### ASSOCIATION ACTIVITY

Section 1. The Hospital recognizes the option of the Association to appoint and/or designate individuals as Unit Representatives. The Association agrees to furnish the Hospital with a written list of the employees so designated/elected every six (6) months and with any change in the list which may be made from time to time.

Section 2. Association Unit Representatives will comply with all of the same policies, rules, regulations, performance and attendance requirements as any other employee, meaning that, while they will not be intentionally discriminated against, they will have no privileges not shared by other employees, except as otherwise provided by this Agreement. The Hospital will have the authority to impose appropriate discipline, including discharge, in the event the Unit Representative is involved in unauthorized action in violation of this Agreement. Notwithstanding any limitations set forth herein on the authority of Association Unit Representatives, they will be considered as agents of the Association. Association Unit Representatives may request reasonable time off without pay to conduct contract matters arising from the grievance activity, not inconsistent with operational requirements and patient care needs as determined by the Hospital, and such requests will not be unreasonably denied. Such duties will not interfere with the regular performance of their work, and further provided that such duties will be conducted in non-patient, non-work areas, unless required by the needs of the grievance investigation for which the Association will first request the permission of the Director of Human Resources, or his designee, and such approval will not be unreasonably denied. Association Unit Representatives will not engage in Association activity on paid work time or in work areas; except that incidental discussions of union-related subjects are not prohibited.

Section 3. Upon prior notice to and approval from the Hospital, an official of the Association will be permitted reasonable access to the Hospital to ascertain that the provisions of this Agreement are being observed. The Association official must contact the Director, Human Resources or his designee prior to arrival; after the normal working hours of the Human Resource Department, the notice shall be given to the Shift Coordinator. The Association will furnish the name of the Association's designated official. Association visits will be subject to reasonable times, Hospital rules, procedures and patient needs. The Association designated official will confer with employees in such non-work, non-patient areas, as are specified by the Hospital for this purpose. Association officials must obtain express prior approval of the Director, Human Resources or his designee to be in any patient or work area.

Section 4. No discussions or grievance investigations will be conducted in patient areas when patients are present or in any

manner that will interfere with the work of the employees or the operation of the Hospital. Association business will not be conducted during work time or in patient areas. No Association meeting will be held on work time or Hospital property. There will be no distribution of Association literature on work time or in work or patient care areas. Hospital computers, e-mail and/or other means of communication may not be used for Association matters, with the exception of the establishment of an e-mail based electronic bulletin board.

Section 5. The Hospital will also provide one (1) enclosed bulletin board at a mutually-agreed upon location for the use of the Association for notices to employees. The following information may be posted on the bulletin board:

- a) Notices of Association meetings.
- b) Notices of Association dues.
- c) Notices of Association recreational, educational, or social events.

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

Section 6. The Hospital will provide a slot in the mailroom for the Association.

Section 7. Members of the Association attending to business of the Association may be granted up to a bargaining unit total of thirty (30) days of unpaid leave per contract year upon prior approval of the Unit Manager. Requests for such unpaid leave must be made prior to the completion of the unit schedule and will be granted subject to any staffing restrictions. Where requested vacation and requests for Association leave create a conflict, the requested vacation will take precedence. Nurses may, at their option, use vacation/personal time in lieu of unpaid time off.

## ARTICLE VIII

### ASSOCIATION SECURITY

Section 1. All present, regular, non-probationary employees covered by this Agreement, who are members of the Association on the date this Agreement is executed, and those non-probationary, regular employees who voluntarily become members of the Association after the execution date of this Agreement, will maintain their membership in the Association in good standing for the duration of this Agreement as a condition of their employment, except that any such employee may resign from the Association during the ninety (90) day period prior to the expiration of this Agreement. Should the Association achieve and maintain membership at the level of ninety percent (90%) of the then-current bargaining unit by November 1, 2001, the Hospital will recognize a "Fair Share" Association security arrangement during the second year of this Agreement. In order for the Association to maintain this Fair Share arrangement beyond the second year of this Agreement, it must maintain Association membership at the ninety percent (90%) level.

Section 2. For the purpose of this Article, an employee will be considered a member of the Association in good standing if she remits her periodic dues and initiation fees uniformly required of members generally as a condition of membership. Membership in the Association shall be entirely voluntary, except as may be required in Section 1 above, and there will be no express or implied coercion of employees into joining the Association.

Section 3. The Hospital agrees to deduct the dues payable to the Association from the wages of each nurse who has executed a written payroll deduction authorization. Deductions will be made on a bi-weekly basis. The cumulative amount of the monthly deductions, together with the deduction list (which will list the names of each nurse who has had dues deducted and the dates of which those deductions were made), shall be forwarded to the Association president or designee by the 15th of the following month.

Section 4. The Hospital shall not be obliged to make dues deductions of any kind from any nurse who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions. If scheduled intermittently, each nurse will still have regular dues deducted as soon as wage payments are available. The Hospital shall be relieved from making such check-off deductions from a nurse upon his/her (a) termination of employment (b) transfer to a job outside of the bargaining unit, (c) layoff from work or (d) excused leave of absence.

Section 5. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of any of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from actions taken by the Employer hereunder.

Section 6. The Hospital agrees to furnish the Association each month with the names of newly-hired nurses, their classification, status (full-time, part-time, casual), their unit assignments and their hire dates. The Hospital will also provide the names of nurses who terminate, take a leave of absence or change status (full-time, part-time, casual) on a monthly basis.

## ARTICLE IX

### DISCIPLINE

Section 1. The Hospital has the right to discipline, suspend, discharge, or terminate any employee for just cause.

Section 2. The Hospital agrees that employees covered by this Agreement may request representation by an Employee-Association representative at a meeting which is accusatory in nature and from which discipline may follow. When it is known that the meeting will be accusatory in nature (or from which discipline may follow), the employee will be so advised before the meeting.

Section 3. Any employee discharged for just cause will not be entitled to any further pay or benefits upon termination. Said employee will be paid only for time actually worked through the time of discharge.

## ARTICLE X

### HOURS OF WORK

Section 1. A. Each nursing unit will retain its customary shifts. The Hospital reserves the right to modify these customary shifts or to create new shifts based upon such criteria as workload within the unit, patient needs or census. Prior to doing so, the Hospital will meet with the Association and staff on the unit before implementing changes. Modified or additional shifts will be staffed through the RN self-scheduling process. If not selected through the self-scheduling process, modified or new shifts will be staffed by rotating them among existing staff. For purposes of rotating shifts, a new or modified shift will be considered as being part of the day, evening or night shift based upon the period of time within which the majority of hours falls.

B. All full-time CRNAs will be scheduled a forty (40) hour work week consisting of one (1), twenty-four (24) hour call day plus two (2), eight (8) hour days; or five (5), eight (8) hour days per existing scheduled rotation. Any CRNA taking a twenty-four (24) hour in-house call will not be scheduled to work during the twenty-four (24) consecutive hours following the end of the call shift.

Section 2. Nurses scheduled to work a full shift and reporting to work on time for that shift will be permitted to work that full shift, except in accordance with the provisions of the Excused Absence (EA) policy. The Hospital agrees that it will maintain the EA policy dated February 15, 1999 (Review Date April 1993) of the Hospital personnel policies, a copy of which is appended to this Agreement as Appendix B. EA will only be given prior to, at the beginning, or at the end of a nurse's shift, and a list will be maintained to rotate consistent with the EA policy. This list will be maintained in each nursing unit and will be available for nurse

inspection upon request.

Section 3. A. Employees may, subject to the approval of the Hospital, trade scheduled days off with other employees provided the trade is made in accordance with the provisions of this Agreement.

B. Employees shall not be scheduled for more than five (5) consecutive days and/or forty (40) hours of consecutively scheduled time, unless mutually agreed to between the nurse and his/her manager or designee.

C. Full-time and part-time nurses working in a department that regularly assigns staff to work twenty-four (24) hours per day, seven (7) days per week will normally be scheduled at least every other weekend off. The granting of at least every other weekend off will require that nurses schedule themselves a minimum of two (2) Fridays per four (4) week schedule, one (1) Friday of which must be an off shift, except those nurses with a steady daylight assignment. When necessary, an additional weekend shift may be scheduled to provide adequate coverage, but such an assignment will be made only upon the nurses consent.

D. Work schedules for employees will be posted at least two (2) weeks in advance and shall not be changed once posted unless the nurse agrees otherwise.

Section 4. Employees who work a shift of less than five and one-half (5½) hours a day shall receive one (1) paid fifteen (15) minute break. Employees who work shifts between five and one-half (5½) and ten (10) hours a day shall receive one (1) paid fifteen (15) minute break and a thirty (30) minute unpaid lunch. Employees who work a twelve (12) hour shift in a day shall receive two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid lunch. The Hospital and the Association recognize that there will be instances where patient needs require that individual employees forego such rest period(s). The repeated failure of nurses on a unit to receive their breaks is contrary to the intent of this Section and, where such failures occur, management and the Association will meet to discuss and implement resolutions. The non-use of rest period(s), however, will not otherwise alter the work shift.

Section 5. In the event an employee is unable to report for scheduled work, he/she must notify the Hospital at least two (2) hours in advance of the shift. To report off, the employee must call the appropriate Supervisor or his/her designee. The failure to call-off in accordance with this provision may result in the denial of paid sick time off and/or appropriate disciplinary action.

Section 6. A nurse who has been called in to work outside of said nurse's regular work schedule shall be guaranteed a minimum of four (4) hours of work or pay, unless the nurse agrees otherwise.

Section 7. A "weekend shift" under this Article shall be defined as those shifts beginning at or after 7:00 a.m. Saturday, and ending at or before 7:00 a.m. on Monday.

Section 8. Any nurse who, for patient care reasons, is not provided with coverage in order to take his/her meal period of thirty (30) minutes, free of all work duties, will be paid for the meal period the appropriate hourly rate. Should nurses so desire, the Hospital will cooperate with securing meals for nurses unable to obtain a lunch break under this Section.

Section 9. There will be at least ten (10) hours between each scheduled shift unless the nurse agrees otherwise.

Section 10. There will be two (2) grace days for weekend illness. Any nurse who calls off more than two (2) weekend shifts per calendar year shall be scheduled for another shift of weekend work, if warranted, within eight (8) weeks of the call off, as determined by the supervisor after discussion with the nurse. Any nurse called in to work on his/her scheduled weekend off may credit such day of weekend work under this provision.

Section 11. Where the past practice of self-scheduling exists, it shall be maintained subject to the staffing matrix as established from time-to-time by the unit manager. The unit manager or her designee will review the schedule to insure that the staffing matrix criteria have been met. If not, the staff will be given the opportunity to revise the schedule to bring it into compliance. If the unit manager or her designee determines that the schedule thereafter fails to meet departmental needs, the unit staff will forfeit self-scheduling for that scheduling period and the unit manager or her designee will complete the schedule as he/she deems necessary.

Section 12. The Hospital will maintain the current permanent full-time, fifteen (15) year day positions as long as the current occupants are assigned to such positions. These positions cannot be guaranteed if there is a reduction in the size of the unit whereby the staffing matrix no longer supports the full-time, fifteen (15) year day position(s).

Section 13. Overtime & On-Call Pay. A. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the regular straight hourly rate.

B. Hours worked for purposes of calculating overtime under Section 13.A. above shall include vacation, holidays and personal days, but shall not include sick leave, EA time, paid call hours, and military, jury duty and bereavement leaves.

C. A nurse will be compensated at a rate of one and one-half (1½) times their regular rate of pay for all hours worked before or beyond the end of their regularly scheduled shift, regardless of the total hours worked for the week, but only if the nurse works a minimum of two (2) hours before or beyond the end of a twelve (12) hour shift or a minimum of four (4) hours before or beyond the end of an eight (8) hour shift.

D. Posted schedules will not be changed, without a nurses consent, for the purpose of avoiding the payment of overtime.

E. There shall be no pyramiding or duplication of overtime under this Agreement.

F. On-Call. The following provisions will apply to nurses who are working in on-call status:

1) Nurses who are on-call and who are called out will be paid at the rate of one and one-half (1 ½) their regularly hourly rate, with a two (2) hour minimum.

2) Existing call response times will be maintained, including the current one (1) hour response time to call-ins for OB.

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

1) In OR, Anesthesia and PACU, nurses who are required to work beyond the end of their scheduled eight (8) hours will be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay.

2) In OR, Anesthesia, PACU, and ACU if a second team is called in, there will be a fifty dollar (\$50.00) call-in bonus, and nurses called in will be paid at time and one-half (1 ½) their regularly hourly rate of pay and be guaranteed a two (2) hour minimum.

3) In the OR, PACU, and ACU, nurses who are called out three (3) or more times in a twenty-four (24) hour period will be paid a fifty dollar (\$50.00) bonus.

4) In PACU and ACU, nurses missing lunches may go home early upon approval of the unit manager or her designee.

## ARTICLE XI

### WAGES

Section 1. All nurses covered by this Agreement will receive across-the-board wage increases as set forth in the following schedule:

November 5, 2000 -- 3.5%  
November 4, 2001 -- 2.0%  
May 5, 2002 -- 1.5%  
November 3, 2002 -- 3.0%

Nurses shall also be eligible for a lump sum payment equivalent to two percent (2%) of their regular hourly rate of pay for hours worked during the payroll periods beginning December 27, 1999 and ending October 29, 2000.

Section 2. In addition to the step increases currently in existence through five and one-half (5½) years of service, non-exempt nurses shall also be eligible for step increases of one and one-half percent (1.5%) at ten (10) and fifteen (15) years of service (Appendix A Part I). In calculating these years of service for placement on the wage schedule, a nurses total years of service working in an acute care hospital will be recognized. These step increases are not applicable to exempt nurses, CRNAs, and part-time Case Managers, who are alternatively paid based on market rate adjustments (Appendix A Part II). Nurses currently receiving above the "market rate" shall remain at their current rate, but will receive the general across-the-board pay adjustments consistent with the Agreement.

Section 3. Should the Hospital hire experienced nurses, they will be placed at steps equivalent to their years of acute care hospital experience. LPNs and techs from the Hospital who subsequently move into a nurse position will be placed one step above the bottom of the nurse wage schedule.

Section 4. Nurses will be paid those shift differentials currently in effect for all Hospital employees as of the effective date of this Agreement, or forty-five cents (\$.45) per hour for the 3:00-11:00 p.m. and 11:00 p.m.-7:00 a.m. shifts, and thirty cents (\$.30) per hour for weekend shifts.

Section 5. Nurses assigned to call will be paid at the rate of two dollars and twenty-five cents (\$2.25) per hour while in on-call status.

Section 6. Nurses assigned to permanent charge nurse positions will be paid an additional one dollar and fifteen cents (\$1.15) per hour as part of their regular base wage rate. Nurses assigned ad hoc as temporary charge will be paid an additional one dollar and fifteen cents (\$1.15) per hour for all hours worked as a charge nurse.

## ARTICLE XII

### CONTINUING EDUCATION

Section 1. The Hospital shall reimburse \$1,000 per year (Hospital's fiscal year) for full-time nurses and \$500 per year for part-time nurses. This program does not cover registration and lab fees, text books, supplies, transportation expenses or any other incidental expenses.

Section 2. Reimbursement will be given for one degree at each level, i.e. one Bachelor's Degree, one Master's Degree, etc. The course of study selected must be offered by an accredited college, university, technical, or trade school and must be such that it prepares the nurse for positions currently existing at Indiana Hospital.

Section 3. Should a full-time or regular part-time nurse either pass an exam and obtain a professional nursing-related certification, or become recertified either through examination or CEU credits, upon submission of proof of certification or recertification, the Hospital will pay each nurse three hundred dollars (\$300.00) This payment will be credited against the nurses annual tuition reimbursement amount, and only one (1) certification per nurse will be recognized for payment under this Section.

Section 4. Employees who are eligible and wish to utilize this benefit must complete an Application for Tuition Reimbursement Form. This Form must be completed, and forwarded to his/her department director for approval. A bill from the institution the nurse is attending should be attached to Form. If approved, department director forwards Form to Human Resources. If denied, department director will return Form to nurse. Director, Human Resources will review form and determine if reimbursement is taxable, per IRS regulations.

Section 5. Upon completion of the selected course(s), the nurse must submit to the Human Resources Department official proof of completion, including grades received for selected course(s). This must be submitted to the Human Resources Department within seven (7) days of when nurse received their grades. Reimbursement will be given for courses completed with a grade of "C" or above, a "P" (pass/fail course only), or a certificate of completion (course where no grade is given).

Section 6. Reimbursement checks will be issued on Fridays opposite Payroll Friday. Grades must be received in Human Resources no later than 12 p.m. on the Friday morning of payroll to be reimbursed the following Friday.

Section 7. Employees reimbursement level will be based on their status at the date they complete their course and submit their grades for reimbursement.

Section 8. Nurses will be afforded the opportunity to obtain or maintain appropriate certifications as per current Hospital practices, which shall be maintained for the term of this Agreement. Nurses will be sent an updated course list of all available courses on a monthly basis via Hospital e-mail.

Section 9. The Hospital will continue to provide "Current Review" membership to all full-time and regular part-time CRNAs.

## ARTICLE XIII

### UNIFORMS

Section 1. The Employer will coordinate group discounts on uniforms through vendors mutually selected by the Employer and the Association.

## ARTICLE XIV

### LEAVES OF ABSENCE

Section 1. Family and Medical Leave Act. The provisions of the Family and Medical Leave Act of 1993, as amended, shall apply to members of the bargaining unit; provided, where provisions of this Agreement exceed those provided by the statute, this Agreement shall take precedence. The Hospital's policy related to Family and Medical Leave Act will apply to all bargaining unit employees in all other respects.

A. In order to be eligible for family medical leave, an employee must have been employed by the Hospital for twelve (12) months and have worked 1,000 hours in the last twelve (12) months and meet the eligibility requirements defined in the policy and the statute. The period of job protection is limited to the greater of twelve (12) weeks or the amount of paid sick leave up to a maximum of six (6) months.

B. The employee must provide certification of qualifying illness or injury, including date the illness commenced, its expected duration, and appropriate medical facts, prior to leave commencing, except in those instances where prior certification would not be possible. All benefits during family medical leave will continue to be paid for up to twelve (12) weeks or the length of the extended sick time, but the employee is responsible for continuing payment for any dependent coverage.

C. If sick leave is available, the employee must utilize such paid sick leave first. The employee may use paid vacation and holiday

time for family medical leave purposes after depletion of sick leave time. If the reason for utilizing family medical leave is to care for a family member, the employee may not use accumulated sick time, but may use vacation or holiday time.

D. Family medical leave may be utilized on an intermittent basis up to a total of twelve (12) weeks within the rolling year of calculation. The employee should contact the Department Director/Supervisor seven (7) days prior to availability to return to work, if possible. The employee must also provide a doctor's release to return to work.

Section 2. Personal Leaves of Absence. Nurses may request and be granted non-paid personal leaves of absence consistent with the Hospitals Personal Leaves of Absence Policy (Appendix C), which shall be maintained for the term of this Agreement. It is understood that requests for personal leave under this Policy for Association work or educational improvement are appropriate reasons for personal leave.

#### ARTICLE XV MILITARY LEAVE

Section 1. A nurse is eligible for military leave upon hire if he/she is a member of the National Guard or any active reserve component of the United States Armed Forces who is engaged in active service or field training. A copy of the military order should be given to the Department Director. The nurse shall be paid the difference between wages he/she would have received for such military service. Part-time and casual nurses' average scheduled hours will be determined by taking the average of the hours worked for the last six (6) pay periods. In order to qualify for such payment, the nurse must notify his/her Department Director at the earliest possible date of the obligation to report for training or duty, and upon return, must submit a statement from the military showing the days served and the compensation received. Nurses who volunteer for reserve duty who are not required to serve, are not eligible for payment or insurance continuation under this provision. All insurance will be continued through the military leave. A nurse returning from military leave will return to his/her prior position on their respective nursing unit.

#### ARTICLE XVI HOLIDAYS

Section 1. The following shall be considered paid holidays for full-time nurses:

New Years Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Section 2. Part-time nurses will receive four (4) holidays per year, pro-rated the same as follows:

Part-Time Effective Date Eligible Days  
January 1 - March 31 4  
April 1 - June 30 3  
July 1 - September 30 2  
October 1 - December 31 1

Part-time nurses can request use of their holiday at any point following the date of the holiday, with approval of their department director. A part-time nurse may not carry a holiday balance which exceeds sixteen (16) hours after December 1 of each year. Section 3. Holidays are not considered earned until the day of the Holiday and may not be used in advance of the Holiday unless written approval is granted by the Department Director.

Section 4. For the purposes of holiday premium pay, the holiday shall be observed beginning at 11:00 p.m. on the eve of the holiday and ending at 11:00 p.m. on the day of the holiday.

Section 5. If a legal holiday falls on a Saturday, Friday will be the designated holiday for employees not on a twenty-four (24) hour schedule. When it falls on a Sunday, Monday will be the designated holiday for employees not on a twenty-four (24) hour schedule.

Section 6. A. If a nurse is required to work on one of the holidays listed in Section 1, he/she shall be paid one and one-half (1½) times his/her straight time hourly rate of pay, including shift differential if applicable, for all hours worked on the holiday. Nurses will be paid two (2) times their straight time hourly rate of pay for working on a holiday when that work would be overtime or if called-in to work on the holiday.

B. For purposes of holiday premium pay, the holiday shall be observed beginning at 11:00 p.m. on the eve of the holiday and ending at 11:00 p.m. on the day of the holiday, with the exception of the 3:00-11:00 p.m. shift on December 24, which will also be paid at the holiday premium rate.

C. Nurses shall be required to work no more than three (3) holidays per year, and will alternate working the Christmas and New Years holidays.

Section 7. Full-time nurses required to work on a holiday and those full-time nurses who are not scheduled to work the holiday may request a day off with pay within ninety (90) days following the holiday, to be approved by the Department Director.

To qualify for a full additional day off (8 hours), a full-time employee must work the full shift on the holiday. If an employee is unable to complete his/her shift due to illness or personal reasons, he/she will be eligible for the additional day off on a pro-rated basis equivalent to the hours he/she worked on the holiday. Requests to leave early must be authorized by the supervisor or their designee.

Section 8. Nurses using holiday and who are normally scheduled for shifts exceeding eight (8) hours, can request the use of vacation time to make up hours which normally would have been worked.

Section 9. Unused legal holidays will be forfeited on April 1 of the following year for full-time nurses, and on December 31 of the current year for part-time nurses.

Section 10. Full-time nurses are eligible for three (3) personal days per calendar year to be scheduled in accordance with the Hospitals Holiday Policy (Appendix D), which, except as modified by this Agreement, shall not be changed during the term of this Agreement.

#### ARTICLE XVII VACATIONS

Section 1. A. Full-time nurses accrue vacation time as follows:

Level 1: Two (2) Weeks (80 Hrs.) After 2,080 Hours Paid  
Level 2: Three (3) Weeks (120 Hrs.) After 10,435 Hours Paid  
Level 3: Four (4) Weeks (160 Hrs.) After 20,870 Hours Paid  
Level 4: Five (5) Weeks (200 Hrs.) After 41,740 Hours Paid

Part-time nurses accrue prorated vacation hours based on hours paid.

B. Exempt nurses begin to accrue vacation at Level 2, move to Level 3 at 10,435 hours, and move to Level 4 at 41,740 hours. CRNAs begin to accrue vacation at Level 3, and move to Level 4 at 41,740 hours.

Section 2. Vacation begins to accrue effective with the nurses date of hire and is based upon actual hours paid. Vacation accruals are not earned during any period of unpaid leave of absence. New hires are eligible to use vacation upon completion of six (6) months of employment. Vacation may not be taken until it has been earned.

Section 3. Vacation selection will proceed by one of two methods decided by a majority vote of nurses on each unit. The method of selection picked will remain in effect for the life of this Agreement. These methods are as follows:

A. Nurse vacations will be scheduled by seniority pick for one (1) week for the first round of selection until all bargaining unit members on the unit have had an opportunity to schedule one (1) week. After this first round, the remaining vacation time available will be scheduled by seniority.

B. Nurse vacations will be scheduled by seniority pick. Nurses will be permitted to schedule as much of their accrued vacation as they desire by seniority rotation.

Section 4. Nurses utilizing either of the above two methods must complete their vacation selections by March 1 of each calendar year. Vacation selections requested after March 1 will be on a first come-first served basis. Where vacation requests are made through the self-scheduling process on the proposed schedule, such requests will be considered made on the same date. In the event all vacation requests made on the same date cannot be accommodated, seniority shall be the determining factor.

Section 5. Approval or denial of vacation time will ultimately be the responsibility of the unit manager or her designee and based upon the staffing needs of the unit. Unless a nurse is scheduling vacation utilizing the self-scheduling process, nurses requesting vacation must utilize a "Request for Time Off" form, which is to be submitted to the unit manager or her designee as far in advance as possible for approval. The unit manager or her designee must respond to the request within thirty (30) days.

Section 6. Nurses on a unit may not schedule more than two (2) weeks of vacation during the summer months (June, July and August) unless all other nurses on that unit have also had the opportunity to schedule two (2) weeks of vacation during the summer months. Nurses working in departments that operate on a twenty-four (24) hour per day/seven (7) day per week basis may not schedule vacation time during the weeks of Christmas and New Years.

Section 7. A nurse who qualifies for bereavement leave during a scheduled vacation may have bereavement leave substituted for vacation time up to the limits as set forth in Article XIX. Should a paid holiday under Article XVI fall during a nurses scheduled vacation, the nurse will have the option of taking the day as the holiday or as vacation. Illness leave may not be substituted for vacation should a nurse become ill during a scheduled vacation.

Section 8. Nurses who terminate during their first six (6) months of employment, are discharged for just cause, resign without two (2) weeks notice, or who fail to work throughout the notice period will not be entitled to be paid for any accrued vacation upon their separation from employment.

#### ARTICLE XVIII

##### SICK LEAVE

Section 1. Sick leave time will accrue by hours worked, with a maximum of ninety-six (96) hours of sick time accrued per year for full-time nurses. Part-time nurses will accrue sick leave time on a prorata basis.

Section 2. Nurses who have completed 6,240 hours of service and those who resign with the notice period and work through the notice period as set forth in Article XXX, Section 2, will be reimbursed at the rate of twenty dollars (\$20.00) per every eight (8) hours of accumulated sick leave, up to a maximum of three thousand dollars (\$3,000.00). Nurses who are discharged by the Hospital, who resign without proper notice or fail to work through the notice period as set forth in Article XXX, Section 2, are not entitled to the payment of any accumulated sick leave.

#### ARTICLE XIX

##### BEREAVEMENT LEAVE

Section 1. In the event of the death of an immediate family member of a full-time nurse, said nurse will be granted the next three (3) scheduled working days off with pay. Immediate family members are considered to be spouse, mother, father, brother, sister, son, daughter, father-in-law, mother-in-law, step-father, step-mother, step-sister, step-brother, step-children and a relative living within the household.

Section 2. In the event of the death of an immediate family member of a part time nurse, said nurse will be granted one (1) schedule work day off with pay. Full-time and part-time nurses will be granted one (1) scheduled work day off with pay in the event of the death of the nurses' and spouse's extended family. Extended family shall include grandparents and grandchildren. The one (1) scheduled work day off with pay under this paragraph must be taken within five (5) days of the deaths of the family member, absence extenuating circumstances.

#### ARTICLE XX

##### JURY DUTY LEAVE

Section 1. An employee is eligible for jury duty upon hire. The employee must advise the Director/Supervisor of the request to serve on jury duty and provide him or her a copy of the jury duty court order. The employee shall be paid the difference between wages he/she would have received through scheduled hours at the straight time rate and the compensation received for jury duty. Part-time, temporary, and casual employees' average scheduled hours will be determined by taking the average of the hours worked in the last three pay periods.

Section 2. In order to qualify for such payment, the employee must notify his/her Department Director within five (5) days of his/her notification of the obligation to report to jury duty and upon return, must submit a statement from the court showing the days served and the compensation received. It is the employee's responsibility to notify his/her Supervisor of his/her availability to return to work. If Indiana Hospital subpoenas an employee to testify in a court-related appearance, the employee will receive full compensation for any lost wages. All other court-related appearances are not covered under this Article.

#### ARTICLE XXI

##### HEALTH AND WELFARE

Section 1. Medical Insurance and Dental Insurance. Nurses covered by this Agreement will be eligible for medical insurance and dental insurance, in accordance with terms and conditions applicable to similarly situated, eligible employees not covered by a Collective Bargaining Agreement, as those terms and conditions exist at the effective date of this Agreement.

In the event of increases in the costs of medical or dental insurance coverages during the term of this Agreement, the Hospital may elect to change carriers or coverage options to offset cost increases. Prior to changing carriers or coverage options, the

Association will have an opportunity to meet with the Hospital to discuss medical and dental insurance coverage options and to make proposals. The Hospital reserves the right to thereafter substitute comparable coverages for existing medical and/or dental insurance coverages, with the parties recognizing that "comparable coverages" may encompass changes in plan benefit levels and/or co-pay amounts. The Hospital will continue to provide basic health insurance to full-time and regular part-time nurses without charge. Any premium co-pays (e.g. for family coverage) will not exceed the co-pay percentages in effect at the initiation of this Agreement.

Section 2. Life Insurance and Disability Insurance. Nurses covered by this Agreement will be eligible for life insurance and disability insurance, in accordance with terms and conditions applicable to similarly situated, eligible employees not covered by a Collective Bargaining Agreement, as those terms and conditions exist at the effective date of this Agreement.

In the event of increases in the costs of life insurance or disability insurance coverages during the term of this Agreement, the Hospital may elect to change carriers or coverage options to offset cost increases. Prior to changing carriers or coverage options, the Association will have an opportunity to meet with the Hospital to discuss life and disability insurance coverage options and to make proposals. The Hospital reserves the right to thereafter substitute comparable coverages for existing life and/or disability insurance coverages, with the parties recognizing that "comparable coverages" may encompass changes in plan benefit levels and/or co-pay amounts. Where such benefits are provided without cost to the employee, the Hospital will continue to provide such benefits without cost.

Section 3. Vision Benefits. Nurses covered by this Agreement will be eligible for vision benefits, in accordance with terms and conditions applicable to similarly situated, eligible employees not covered by a Collective Bargaining Agreement, as those terms and conditions exist at the effective date of this Agreement.

In the event of increases in the cost of vision benefits during the term of this Agreement, the Hospital may elect to change carriers or coverage options to offset cost increases. Prior to changing carriers or coverage options, the Association will have an opportunity to meet with the Hospital to discuss vision benefit coverage options and to make proposals. The Hospital reserves the right to thereafter substitute comparable coverages for existing vision benefit coverages, with the parties recognizing that "comparable coverages" may encompass changes in plan benefit levels and/or co-pay amounts. Where such benefits are provided without cost to the employee, the Hospital will continue to provide such benefits without cost. Any current employee premium co-pay percentages for such coverages will not increase for the life of this Agreement.

Section 4. Supplemental Benefits. Nurses covered by this Agreement will be eligible for supplemental, employee-paid benefits in accordance with terms and conditions applicable to similarly situated, eligible employees not covered by a Collective Bargaining Agreement, as those terms and conditions exist at the effective date of this Agreement.

In the event of increases in the costs of any of the supplemental, employee-paid benefits during the term of this Agreement, the Hospital may elect to change carriers or coverage options to offset cost increases. Prior to changing carriers or coverage options, the Association will have an opportunity to meet with the Hospital to discuss supplemental, employee-paid benefits options and to make proposals. The Hospital reserves the right to thereafter substitute comparable coverages for existing supplemental, employee-paid benefits, with the parties recognizing that "comparable coverages" may encompass changes in plan benefit levels and/or costs of such coverages.

Section 5. Dependent Care Account/Medical Reimbursement Account. Nurses covered by this Agreement will be eligible to participate in the Hospital's Unreimbursed Medical Expense Plan per IRS Code Section 105 and the Hospital's Dependent Care Assistance Plan per IRS Code Section 129, as those terms and conditions exist at the effective date of this Agreement, so long as these plans continue in effect for employees not covered by this Agreement.

Section 6. Health Insurance Waiver. The Hospital will provide a waiver bonus for nurses who have medical insurance through their spouse. This waiver bonus is only available if the nurse waives the Hospital's medical plan and can show proof of coverage elsewhere. For full-time nurses, the waiver bonuses for waiving the "right" to individual level health insurance are sixty-five dollars (\$65.00) per month, one hundred dollars (\$100.00) per month for waiving actual parent/child coverage, one hundred and twenty-five dollars (\$125.00) per month for waiving actual husband/wife coverage, and one hundred fifty dollars (\$150.00) per month for waiving actual full family medical insurance coverage. Part-time nurses who waive the "right" to individual level health insurance and the supplementary coverages specified above will be eligible for fully-paid family dental and vision coverage. If a change in insurance status occurs, nurses will be allowed to re-enroll in the medical insurance plan upon demonstration of a qualifying event. Initiation of waivers under this Section may only take place during the regular enrollment periods.

## ARTICLE XXII

### PENSION

Section 1. A. Nurses covered by this Agreement will be covered by the terms and conditions of the Hospital's existing retirement plan entitled "Retirement Plan for Employees of Indiana Hospital" as those terms and conditions are currently in effect, including the elimination of the thirty-five (35) cap.

B. Upon the effective date of this Agreement, nurses will be offered the opportunity to retire as early as age 62, without a reduction in benefits from the normal age 65 retirement formula. Should a nurse elect this option and agree to remain an active employee by working in casual status, he/she will be eligible to continue to participate, at his/her own expense, in the Hospital's health insurance plans.

Section 2. As a supplement to the current pension plan referred to aforesaid, nurses covered by this Agreement will be covered by the terms and conditions of the Hospital's existing Tax Sheltered Annuity (TSA) and Select Security Retirement Option (Employer Match) as those terms and conditions are currently in effect.

Eligible nurses with two (2) to five (5) years service will receive 1% Employer Match.

Eligible nurses with five (5) to fifteen (15) years service will receive 2% Employer Match.

Eligible nurses with fifteen (15) to twenty-five (25) years service will receive 3% Employer Match.

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

## ARTICLE XXIII

### SENIORITY

Section 1. Seniority will be defined as the amount of Length of Service Hours a regular or casual employee (subject to Article V) has worked with the Hospital since the employee's last date of hire by the Hospital. Prior employees with a break in service of twelve (12) months or less will be credited with previously-accrued seniority upon rehire on a one-time career basis. Otherwise, an employee's seniority will commence after completion of the probationary period, but will be retroactive to the date of hire.

Section 2. The parties recognize the principal of seniority as a factor in layoffs, recalls and certain types of promotional opportunities when all other relevant factors are equal. Seniority will, however, apply only as expressly provided for in this Agreement. Any Hospital employee transferring into a bargaining unit position will retain their Hospital seniority upon their award.

of such position and their successful completion of the probationary period, if any.

Section 3. Termination of Seniority. Except as provided in Article XXIII, Section 1, an employee will lose seniority and seniority will be broken for any of the following reasons:

- a) Quit, retirement or resignation;
- b) Discharge;
- c) Failure to return to work after recall from layoff within five (5) consecutive days after due notification of recall as provided for in this Agreement;
- d) Absence for a period of three (3) consecutive working days without notifying the Employer, except for circumstances where notice legitimately cannot be provided;
- e) Failure to report to work at the expiration of a leave of absence;
- f) Engaging in other equivalent employment while on a leave of absence without express prior written approval by the Employer;
- g) Layoff for a period of six (6) months; or
- h) Absence from work in excess of twenty-four (24) consecutive months due to any compensable injury or illness.

Section 4. Job Vacancies. A. When the Employer determines that there exists a vacancy for a position in the bargaining unit which will be filled by the Employer, the Hospital agrees to post the vacancy on the Hospital bulletin boards, and electronically where possible, for a period of seven (7) consecutive business days, regular business days defined as Monday to Friday, excluding holidays. The bids of applicants are to be made to Human Resources in writing. Vacancies will be posted by 12:00 Noon on the first (1st) day of the posting period, and will be removed at 3:30 p.m. on the seventh (7th) business day. If a posted vacancy would result in a change in status (full-time to part-time or vice versa) within a particular unit, nurses who have at least one (1) year's experience within that unit will be given priority for the vacancy over those bidding from outside the unit. Such priority for nurses within a unit shall extend only to change in status situations, and not to vacancies involving a different job classification. Shifts and assignments are not subject to bid and will not be posted.

B. If there are two (2) or more applicants for the position, the Hospital will give due consideration to the skill, qualifications, ability and performance of the applicants, and where, in the opinion of the Hospital, these factors are equal, preference will be given on the basis of bargaining unit seniority. The Hospital shall formally notify the successful bidder in writing within a reasonable period of time.

C. The Hospital and Association agree that the period of time between the award of a position to a bidding nurse and the consequent placement of such nurse in the position varies because of the need to find a suitable replacement for the bidding nurse. The Hospital agrees to place an employee who is awarded a bid position within thirty (30) days of the date of the award. This thirty (30) day period may be extended by mutual agreement between the Hospital and the nurse.

D. In the event a full-time position is awarded to a part-time nurse, or a part-time position is awarded to a full-time nurse, there shall be no loss of any benefits accumulated while in the previous status, including benefits accrued to that point.

E. A nurse who has been awarded a vacancy may, during the first two (2) weeks within the new position, return to her former position without loss of seniority. If the Employer determines at any time within the first two (2) calendar months of work after the date the vacancy is filled that the nurse is not performing to the Employer's satisfaction, the nurse may be removed by the Employer from the position and be returned to her former position if the position still exists and is currently vacant, without loss of seniority. If the position is not vacant or no longer exists, the nurse may elect a layoff. Should the nurse choose not to be laid off, she will be assigned to the float pool with the same status as her former position (i.e., full-time, part-time, etc.). The nurse must then bid on any available vacancy for which she is qualified and which vacancy encompasses the same status as her former position (i.e., full-time, part-time, etc.). In addition, the nurse will be permitted to bid on any other vacancies that may be posted for which she may not be presently qualified.

F. Once an employee is awarded a vacancy pursuant to the procedures as set forth in this Article, she will not be eligible to apply for any other job vacancies that may develop for twelve (12) months thereafter, unless waived by the Employer.

G. Until a vacancy is filled, the Employer reserves the right to make transfers and/or hire temporary employees to fill the position. Nothing in this Agreement will limit the Employer's right to temporarily assign employees to a vacant position until it is filled, and, if there are no applicants, the Employer may elect to fill the position with an outside applicant or an employee whom the Employer deems to be qualified, available and appropriate for transfer.

Section 5. Reductions in Force. A. In the event that the Hospital determines to reduce the work force in a classification, unit or department or to abolish a classification, unit or department, the Hospital will determine which positions are to be affected and the number of employee positions to be reduced, including the number of full-time and part-time positions which will be affected in each classification, unit or department as defined by the Employer.

B. Should layoffs become necessary during a reduction in force, nurses will be laid off by reverse seniority in the following category order:

- 1) Temporary nurses;
- 2) Probationary nurses;
- 3) Casual nurses;
- 4) Regular full-time and part-time nurses whose seniority will be determined according to their total accumulated hours of continuous employment.

C. In effectuating a reduction in force, the least senior nurse(s) assigned to the affected classification, unit or department shall be displaced, provided there remain sufficient qualified staff within each classification, unit or department affected by the displacements, as determined by the Hospital.

D. Nurses shall be designated for layoff beginning with the employees with the least amount of seniority within the bargaining unit until the total number of nurses designated for layoff (reduced by the number of employees who are both among the least senior employees designated for layoff under this subparagraph and are working in one of the positions to be eliminated under Section 5.C. above) equals the total number of positions to be eliminated.

E. In order of seniority, the affected employees (those displaced under Section 5.C. and those designated for layoff under Section 5.D.) shall select one of the following options, provided they possess the present skill and ability to perform the job duties of any position selected:

- 1) Accept a layoff; or
- 2) Bid on any available vacancy; or
- 3) Select a position which is being vacated by one of the nurses designated for layoff under Section 5.D. above.

F. "Present skill and ability" as utilized in this Article shall be interpreted to mean that a nurse who intends to bump or bid into any position must possess the qualifications and, upon award of the position, demonstrate the competencies within a maximum of an eighty (80) hour transition training time.

G. Nurses who have no options available under Section 5.E. above, except for layoff, will be laid off. If any vacancies remain after

all affected nurses have exercised their choices pursuant to Section 5.E., nurses shall be recalled in accordance with Section 6 of this Article.

H. In anticipation of a reduction in force under this Article, the Hospital may choose not to post a vacated position or to withdraw a posted vacancy prior to awarding the bid.

I. Notwithstanding the language as set forth in Section 5.B.3) above, nurses laid off during any reduction in force may elect and shall be permitted to work on a casual basis if such a need is determined by the Hospital. Such employment as a casual employee shall not constitute a "recall" under this Article. The Hospital will follow recall order in offering casual hours.

J. Whenever possible, the Hospital shall inform the Association sufficiently in advance of any unit or department closing or restructuring in order to meet and discuss the impact and/or alternatives to the unit or department closing or restructuring, prior to the actual displacement of any nurse.

Section 6. Recall. A. Nurses who have been laid off or displaced under Section 5 above shall have the right, in order of bargaining unit seniority, to fill the first available vacancy in their former location, provided they possess the present skill and ability to perform the duties of the position.

B. If the vacancy is not filled under Section 6.A. above, and is a position for which employees on layoff have the present skill and ability to perform, the qualified employees on layoff will be recalled in order of bargaining unit seniority.

C. If the vacancy is not filled under Section 6.A. above, and is a position for which employees on layoff do not have the present skill and ability to perform, the vacancy will be posted in accordance with Section 4.A. of this Article.

D. The Employer will forward notice of recall by certified mail to the last known address of the employee reflected on Human Resource Department records. The employee must, within five (5) calendar days of knowledge, delivery or attempted delivery of the notice of recall, notify the Employer of her intent to report to work on the day specified for recall, and, thereafter, return to work on such date, absent mitigating circumstances or mutual agreement to extend such date.

E. Nurses who decline any recall shall forfeit any recall rights under this Section.

F. It shall remain the sole responsibility of nurses laid off under this Article who have forfeited their recall rights under this Section, but who wish to bid on posted vacancies under Section 4.A., to check the appropriate postings of vacancies in order to preserve their bidding rights.

Section 7. The Employer will post an updated seniority list every January and July prior to the end of the first full pay period in that month. A copy of such seniority list will be sent to the Association at time of posting. An employee must raise any objections to her seniority as shown on the list within ten (10) days of posting or be bound by the information on said list until such time as a new list is posted for purposes of challenging any action taken by the Hospital in reliance on the list.

Section 8. Any cross-training opportunities will be posted and awarded in accordance with Section 4 of this Article.

Section 9. Nothing contained in this Article is to be construed to mean that any employee or group of employees has/have inherent rights to a particular task, job or shift, nor is her/their work restricted to a particular task, job or shift.

#### ARTICLE XXIV

##### PERSONNEL FILES

Section 1. It is recognized that employee personnel files are confidential. Employees will be granted access to their personnel file in accordance with Pennsylvania Act 286. For purposes of grievance administration, upon consent from the employee, Association representatives will be granted access to the grievants personnel file and will be allowed to obtain copies of relevant documents.

Section 2. Consultations and first written warnings, and excluding performance evaluations, shall not be relied upon in subsequent discipline of an employee after one (1) year, provided that one (1) year is free of discipline. Second written warnings and suspensions shall not be relied upon in subsequent discipline of an employee after two (2) years, provided that the two (2) years are free of discipline.

Section 3. Any nurse whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of a nurse shall be performed by his/her immediate supervisor and signed by the nurse. Such signature shall signify only that the evaluation has been reviewed with the nurse and shall not indicate concurrence in the content of the evaluation. The nurse shall have the right to submit a written answer to any material he/she finds objectionable and his/her answer shall be placed in his/her personnel file. Any nurse who is aggrieved by the content of the evaluation and the overall performance rating is less than "3.0," shall have the right to pursue his/her disagreement through the grievance procedure, but shall not have the right to proceed to arbitration.

#### ARTICLE XXV

##### SAFETY

Section 1. The Hospital will provide the Association with the opportunity to appoint at least one (1) nurse representative covered by this Agreement to the Hospital Safety Committee. Safety concerns should be brought to the attention of the Hospitals Safety Committee.

Section 2. Employees covered by this Agreement will be provided with the opportunity to participate in applicable Hospital-sponsored in-service programs on safety issues. If the employee is scheduled or required to attend by the Hospital, the time will be considered as compensatory time.

Section 3. Employees covered by this Agreement will have available to them such off-shift escort service as is offered by the Hospital to other similarly-situated off-shift employees.

Section 4. The Hospital will make locker space available to employees for use during their working hours. A search of locker space will not be conducted without cause.

Section 5. Employees covered by this Agreement will be included in such testing, immunization, titer and employee assistance programs (EAP) as the Hospital, from time-to-time, extends to other similarly-situated employees.

Section 6. The Hospital in its discretion may elect to provide appropriate modified duty and return-to-work opportunities for nurses injured on the job, at an equivalent hourly rate of pay, or higher, if the nurse is performing all of the functions of the higher-rated job. The Hospital will not abuse this clause for punitive purposes directed at an employee.

#### ARTICLE XXVI

##### LABOR-MANAGEMENT CONFERENCES

Section 1. The Employer and the Association agree that during the life of this Agreement representatives from both parties (not to exceed four (4) from each) will be designated, in writing, by each party to the other for the purpose of meeting at mutually agreeable times and places so as to appraise the other of problems, concerns, suggestions and ideas related to wages, hours, terms and conditions of employment as professional nurses, all to promote better understanding with the other. Association

participants will be limited to persons in the active employ of the Employer. Such meetings will not be for the purpose of initiating or continuing collective bargaining or in any way to modify, add to or detract from the provisions of this Agreement and such meetings will be exclusive of any pending grievance or arbitration matter. A general presentation and discussion of a subject by either the Employer or the Association at a Labor-Management Conference will not serve to disqualify a subsequent grievance in that area. Unless otherwise agreed, meetings will be held every other month at a mutually agreeable time and place. If scheduled during an Association employees regular working time, said employee will be compensated at her regular hourly rate for the time attending such conference. The Association representatives will advise the Employer of items desired to be discussed at least seven (7) days before the meeting and a formal agenda will be prepared therefrom.

## ARTICLE XXVII

### GRIEVANCE PROCEDURE

Section 1. A grievance is defined as any controversy involving one or more bargaining unit members, the Association and the Hospital that may arise concerning the interpretation or application of this Agreement. The procedures outlined shall be the exclusive procedures for resolving all grievances arising out of this Agreement.

Section 2. The procedure for the presentation of all grievances will be as follows:

Step 1: The grievance will be discussed orally by the affected employee and the employee's supervisor and they will attempt to resolve the matter. If the employee so desires, she may have her Unit Representative present at this Step. Any resolution of the grievance at this Step must not be in conflict with the Agreement.

Step 2: If there is no resolution at Step 1, the employee may formally present the grievance to the employee's Department Manager. The grievance must: (a) be presented in writing and on a form mutually-agreed upon by the Hospital and the Association; (b) be signed by the aggrieved employee; (c) state the specific Article(s) and Section(s) of the Agreement which are claimed to have been violated; (d) state in detail all of the facts of the incident on which the claim is based; (e) state the time and date of occurrence of the event on which the grievance is based, the Employer representative involved and the names of then known witnesses; and, (f) state the specific relief sought. The Association may include additional documents as attachments to the written grievance, which will become part of the grievance documents. Irrespective of the timing of the discussions in Step 1, the written grievance in Step 2 must be presented within seven (7) calendar days following the event which is the subject of the grievance. If the grievance is not presented in the written form and specificity prescribed above and within the time limit prescribed, it will be considered to have been waived and will be deemed to not exist. The Department Manager will hold a presentation meeting within seven (7) calendar days, if required, and will give the Employer's answer at this Step within seven (7) calendar days after the grievance is presented to her or within seven (7) calendar days after the meeting if one is held by the Manager.

Step 3: If the grievance is not resolved in Step 2, then within seven (7) calendar days following the Department Manager's answer in Step 2 (or the expiration of the time for the Department Manager's answer at Step 2 if none is given), the written grievance may be presented to the Senior Vice President for Patient Services or her designee. In the event the grievance is not taken to Step 3 within the time limit above stated, it will be considered to have been waived and withdrawn on the basis of the Employer's answer at Step 2. The Senior Vice President for Patient Services will hold a presentation meeting, if required, within seven (7) calendar days and give the Employer's answer at this Step within seven (7) calendar days after the grievance is presented to her or within seven (7) calendar days after the meeting if one is held by the Senior Vice President.

Step 4: If the grievance is not resolved in Step 3, then within seven (7) calendar days following the Employer's answer in Step 3 (or the expiration of the time limit for the Employer's answer, if none is given), the written grievance may be presented by the Association's Representative or his designee to the Employer's Director, Human Resources or his designee. In the event the grievance is not taken to Step 4 within the time limit above stated, it will be considered to have been waived and withdrawn on the basis of the Employer's answer at Step 3. The Director, Human Resources or his designee will hold a presentation meeting, if required, within seven (7) calendar days and give the Employer's written Step 4 answer within seven (7) calendar days after the grievance is presented to him or within seven (7) calendar days after the meeting if one is held by the Director, Human Resources. In the written answer, the Employer Representative will state the reasons for the acceptance or denial of the grievance.

Section 3. When a grievance is appealed in the grievance procedure by presenting the grievance to the next higher Employer representative designated in Section 2, the Association representative presenting the grievance and the Employer representative receiving the appeal will indicate on the grievance the time and date it was presented and both will initial this entry.

Section 4. If the Association fails to process a grievance to the next step within the time limits provided, the grievance will be considered disposed of on the last answer of the Employer and be considered waived and final, unless the parties mutually agree in writing to extend the time limits. If no answer has been given by the Employer, such inaction will be deemed to constitute a denial of the grievance. The Association may withdraw a grievance at any step in this procedure by notifying the Employer in writing.

Section 5. The Employer and the Association are solely vested with the power to settle any grievance at Steps 2 through 4 of the Grievance Procedure. Any settlement of a grievance in Steps 3 and 4 of the Grievance Procedure must be in writing.

Section 6. Arbitration. If the grievance is not resolved as a result of the Employer's answer at Step 4 of the Grievance Procedure, the Association may, within twenty (20) calendar days of the Employer's answer at Step 4, notify the Employer in writing of its desire to submit the grievance to arbitration and timely thereafter initiate a request for a panel of arbitrators. Only the Association may request arbitration of the Employer. In the absence of such timely written notice, the grievance will be considered to have been finally resolved, waived and withdrawn on the basis of the Employer's answer in Step 4, and such resolution will be final and binding.

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

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

Section 7. Each party will bear the expenses of preparation and presentation of its own case and the expense of its own witnesses. If an employee witness is called by the Employer, it will pay her for lost time; if called by the Association, the Association will pay her for lost time, unless payment is waived by the employee. The expense of the arbitration and the meeting

room will be borne equally by both parties. At the request of either party, a stenographic transcript will be made of the arbitration hearing. The cost of the transcript will be paid by the party requesting a copy of the transcript.

Section 8. The time limits set forth in the Grievance Procedure Article are binding on the parties unless extended in writing by the parties, and the processing of a grievance to arbitration will not waive the right of the Employer to assert before the arbitrator or a court that the grievance was untimely or otherwise not arbitrable. Grievances not filed in a timely manner will be invalid. The arbitrator will not have jurisdiction or the authority to:

- A. Hear or decide more than one grievance unless a multiple submission has been agreed to in writing by both parties;
- B. Limit or change any policy, practice and/or rule of the Employer not in conflict with the terms of this agreement; nor will she have any authority to formulate or add any new policies or rules; nor substitute her discretion for the Employer's discretion where the Employer has retained or has been given discretion under this agreement; nor infringe upon the Employers management rights;
- C. Establish wage rates or scales or change any existing wage scale or structure, unless the parties agree in writing to so arbitrate that issue;
- D. Decide questions concerning the inclusion or exclusion of any classification of employees in or from the bargaining unit. Such questions will be decided solely by the National Labor Relations Board under the provisions of the National Labor Relations Act;
- E. Award back wages in excess of the amount of money the employee would have otherwise earned from his employment with the Employer. Any unemployment compensation and any other governmental transfer payments, as well as compensation for employment she may have received from any source will be deducted from the back wages awarded. The burden of proving lost wages will be on the employee;
- F. Hear or decide any grievance which protests conduct which occurred before the effective dates of this Agreement;
- G. Hear or decide issues of substantive arbitrability absent written consent by the Employer;
- H. Impose on the Employer a limitation or obligation not provided for in this Agreement or any written mutually agreed upon and executed modification thereof; and
- I. Determine noncompliance with a federal or state statute, regulation or order, except in a case deferred to arbitration by the NLRB.

Section 9. In the event the Arbitrator determines he/she has no authority to determine the merits of a grievance presented to him/her for determination, he/she will return the grievance to the parties without recommendation or comment as to the merits of the grievance.

Section 10. All grievance meetings between the parties will be held at mutually agreeable times that do not interfere with Hospital operations. Unless otherwise agreed, the Associations case at a grievance meeting will be presented by, in addition to the grievant, the grievants Unit Representative(s) at Steps 2 and 3 and, at Step 4, also by the Association official outside representative.

Section 11. The Association specifically agrees that the grievance and arbitration procedure will be the only method available for adjusting employees' complaints. If an employee fails or refuses to follow the grievance procedure, except where otherwise provided for in this Agreement, and takes other deliberate action, such as a work stoppage or other interference with work, such action will make the employee and all other employees participating in such violation subject to immediate discharge or other disciplinary action.

Section 12. It is expressly agreed by and between the parties that should the Association, its officers, representatives, agents, members or employees covered by this Agreement engage in any unlawful action or action in violation of Article IV of this Agreement, the Employer will not be required or in any way be obligated to comply with this Article, including arbitration, until such time as the actions cease.

Section 13. No individual employee may initiate an arbitration proceeding or move to confirm or vacate an arbitration award.

Section 14. Nothing in this grievance procedure will prevent the Employer from modifying any determination of a grievance to assure compliance with federal, state or local laws or statutory requirements; or standards or requirements of licensing, accrediting or other reviewing agencies.

Section 15. Any discharge of a Nurse may be initially presented at Step 3 within seven (7) calendar days of the discharge.

Section 16. The parties will not knowingly withhold relevant facts, evidence or issues in the steps of the Grievance Procedure.

#### ARTICLE XXVIII CONTRACTING OUT

Section 1. The Hospital recognizes that quality patient care and continuity of care are of paramount importance. To that end, the Hospital may find it necessary to subcontract bargaining unit work. Where the Hospital determines that subcontracting of bargaining unit work becomes necessary, such will occur under the following circumstances:

- a) It is necessary to maintain quality patient care and continuity of care;
- b) The Association has been notified in advance; and
- c) No bargaining unit employee will be laid off, permanently displaced, have their regularly scheduled hours reduced or have their regularly scheduled shift altered.

#### ARTICLE XXIX SUPERVISORS

Section 1. It is specifically recognized that it may become necessary from time-to-time for a supervisor to perform work normally done by bargaining unit employees, to help out in emergencies or breakdowns, to maintain an uninterrupted flow of work and normal departmental efficiency, to instruct or train employees and to perform work of a trial or experimental nature. The Hospital also retains the right to use supervisory or salaried employees to perform experimental, research or safety related work.

#### ARTICLE XXX MISCELLANEOUS

Section 1. Addresses. All employees must have on file with the Hospital Human Resources Department their current address and telephone number through which they can be reached. The Employer may rely on the said addresses and telephone number in notifying employees as called for pursuant to the terms of this Agreement. The Employer will not be liable for any damages, pay or alleged violation of this Agreement in the event the Employer cannot contact an employee at the address or telephone number on file with the Employer.

Section 2. Unless waived in writing by the Hospital, nurses desiring to resign employment must provide the written notices as set forth below and work as scheduled during these notice periods in order to be eligible for reemployment and/or any benefits provided upon resignation:

Status Calendar Weeks Notice  
Hourly RNs Two (2)  
Exempt RNs Three (3)  
CRNAs Four (4)

Nurses who call-off ill during the above notice periods will not be eligible for reemployment and/or benefits provided upon resignation unless they submit an acceptable doctors excuse documenting their illness.

Section 3. The Association recognizes that it is in the best interest of the Hospital and all employees thereof for employees to recognize and comply with Hospital policies and procedures as they are promulgated and/or amended from time-to-time. To this end, the Association pledges its cooperation in supporting the Hospitals policies and its efforts to have employees comply therewith.

Section 4. Employees will not engage in any employment which might interfere with the employees fitness and availability for regular and emergency duties as required by the Hospital.

Section 5. No employee will discuss or disclose any confidential information concerning Indiana Hospital, its patients or its employees except as necessary and authorized by the Hospital in the course of the employees job duties.

Section 6. Employees will comply with any and all such customer service expectations, corporate compliance programs and codes of ethics as may be made applicable to them.

Section 7. While no changes are contemplated in OB as to its remaining a closed unit, should changes to this occur, such will be negotiated with the Association.

Section 8. In the OR, only RNs will circulate and duties assigned to the circulating nurses will be consistent with the Department of Health guidelines.

#### ARTICLE XXXI

##### SUBSTANCE ABUSE

Section 1. It is recognized that the Employer is committed to providing a drug free workplace and maintains a zero tolerance drug and alcohol policy. No employee will be at work under the influence of drugs or alcohol. No employee will possess or use alcohol or illegal drugs, narcotics or other controlled substances on Employer property or during working hours (including lunch and rest periods). Nurses will be made aware of this substance abuse policy before or during orientation. Violations of this provision may result in disciplinary action, up to and including suspension or termination of employment, or counseling, education or referral to the Hospitals Employee Assistance Program, depending upon the circumstances surrounding the violation.

Section 2. An employee who voluntarily advises or admits when confronted by the Hospital to an alcohol, narcotic or substance abuse problem will be eligible for a leave of absence for the purpose of treatment and rehabilitation for a period not to exceed thirty (30) days. Upon approval, such employee will be eligible to utilize accrued sick leave and/or vacation during this thirty (30) day leave period and benefits will continue to be provided. The leave must be requested prior to the commission of an act subject to disciplinary action. Upon completion of the leave, the Employer may require the nurse to provide certification that she is capable of performing her duties and free from the effects of the prior dependency. The nurse must also agree to random testing upon return to work for a period of one (1) year as a condition of the leave. In the case of such an employee, a positive test or a refusal to test will be cause for termination.

Section 3. Should a supervisor have reasonable suspicion to believe that a nurse has reported for work or is working while under the influence of alcohol, narcotics or any other controlled substance, the supervisor will have the right to notify the nurse and to immediately take appropriate action, including suspension and/or discharge of the nurse without pay. This action may be based upon such factors as potentially jeopardizing patient or workplace safety or non-performance of job duties due to impairment. The Hospital may then require and/or inform the employee of the right to immediately secure a test, at Hospital expense at a facility designated by the Hospital, to determine whether or not the employee is under the influence of alcohol, narcotics or any other controlled substance. Prior to submitting to such testing, the nurse will have the right to request to consult with an Association representative, so long as such consultation does not unduly delay the testing process. The testing will be performed at a qualified laboratory, and will be accomplished in a manner compatible with nurse dignity. Laboratories shall use split sample protocols to ensure confirmatory testing at a second, qualified laboratory at the nurses expense. Any nurse who is taking narcotics or other controlled substances under the direction of a physician must report this fact to the Hospital before a test is conducted.

Section 4. Should the nurse refuse to take the test, this could be a basis for disciplinary action up to and including discharge.

Section 5. If the nurse undergoes the test and is found conclusively to not be under the influence of alcohol, narcotics or other controlled substances, the suspension will be removed, the employee's record will immediately be purged of any mention of the suspension and the employee will be made whole for all working time lost due to the suspension, unless the discipline is imposed for other misconduct arising out of the incident that gave rise to the test.

Section 6. If the employee undergoes the test and is found to be under the influence of alcohol, narcotics or other controlled substances, this will be cause for discipline, up to and including discharge. A split sample will be used to confirm positive results.

Section 7. Should any government or regulatory agency require or impose stricter standards for employees in classifications covered by this Agreement, those standards should be deemed incorporated herein.

Section 8. The Hospital recognizes that since all nurses have a right to their privacy, disciplinary action against a nurse for criminal convictions for off-duty possession, use or abuse of controlled substances will only be taken where this off-duty conduct directly impairs the nurses on-the-job performance, or where said conviction adversely impacts the Hospital or its reputation within the community. Nothing herein will be deemed to be a limitation upon the Employer's recognized right to require screening for substance abuse in pre-employment physical examinations.

Section 9. Investigations and reports to licensing agencies will be conducted in accordance with the requirements set forth in Section 14.1, Impaired Nurses Program, of "Pennsylvanias Professional Nursing Law."

#### ARTICLE XXXII

##### EMERGENCIES

Section 1. It is agreed that in the case of an emergency, such as flood, fire, epidemic, catastrophe or other unforeseen major contingency, including severe weather conditions and acts of God, the terms of this Agreement will not be deemed to apply in connection with measures deemed necessary for the care and protection of patients, employees, buildings, grounds and equipment or reasonably necessary to repair and place the same in condition thereafter for occupancy. The Hospital will not invoke this Article arbitrarily and will not suspend the provisions of this Agreement for any longer than required as a result of the emergency.

#### ARTICLE XXXIII

#### TEMPORARY REASSIGNMENTS

Section 1. Nurses shall keep a record of temporary reassignments, including their name, date and location of assignment.

Section 2. No nurse will be reassigned to an in-patient unit more than once per scheduled shift without the nurses consent. Nurses may be reassigned to other than in-patient units (including OR, PACU, ACU, Special Services, Cath Lab and ER) for functional duties as departmental needs require.

Section 3. If a nurse has been called in to work within twenty-four (24) hours prior to the shift in question, or is on overtime, no nurse will be reassigned from that unit unless he/she agrees otherwise. In addition, nurses will not be reassigned on legal holidays without their consent.

Section 4. If an ICU nurse is reassigned to another unit and if nursing management, in consultation with the charge nurse, determines the situation in ICU changes after the time of the reassignment so that a nurse is needed in the ICU, the nurse will be sent back.

Section 5. Nurses temporarily reassigned to another unit will be assigned duties and responsibilities commensurate with their present skills and abilities. Such an assignment may be a full patient assignment with the nurses consent, a partial patient assignment (i.e., number of patients), or an assignment consisting of functional nursing duties.

Section 6. The areas of CRNAs, Operative Suites, PACU, OB and TCC are unable to receive reassigned nurses unless the nurse has documented experience and/or skills in that area and agrees to be reassigned. In addition, the nurses from these areas may not be reassigned without their consent.

Section 7. Rather than temporarily reassigning a nurse to a particular unit, the Hospital may decide to reassign a nurse to a "house float" position.

Section 8. Unit managers will not assume a total patient care assignment on a unit from which a nurse has been reassigned.

#### ARTICLE XXXIV

##### MANDATORY OVERTIME

Section 1. Mandatory overtime shall only be assigned after the Hospital has attempted all alternative methods of staffing and not as a method of routinely staffing the department. These alternative methods shall include: calling nurses who are not scheduled to work; asking for volunteers to stay/come in early; trading of scheduled days; on units where nurses take call, placing nurses in "on-call" status; temporarily reassigning nurses; and redistribution of the workload. Mandatory overtime shall be rotated in inverse order of seniority among nurses in the department where it is needed

Section 2. Every nurse shall have the right to postpone the assignment of mandatory overtime two (2) times per calendar year. If all scheduled nurses on a unit exercise their right to postpone the assignment, the assignment will be given to the nurse who is next in the rotation sequence. The system of rotating scheduled overtime currently in existence in PACU and Anesthesia shall continue.

Section 3. Nurses will not be mandated to work more than sixteen (16) consecutive hours. Exceptions will include nurses scheduled to work the night shift who will not be mandated to work more than an additional four (4) hours without their consent, and CRNAs working the twenty-four (24) hour call shift who will not be mandated to work more than an additional two (2) hours at the end of their call shift without their consent. Nurses will not be mandated to work more than two (2) back-to-back, eight (8) hour shifts during any six (6) month period.

Section 4. Nurses who are working extra (either those who have been called-in to work or those who have voluntarily agreed to work at least four (4) hours in excess of their scheduled shift) will be exempt from any mandatory overtime at the completion of such extra hours.

Section 5. A nurse who has worked mandatory overtime shall not be required to return to the Hospital to work for at least ten (10) hours following the end of said shift, unless the nurse agrees otherwise.

Section 6. Nurses who are required to work mandatory overtime shall be paid at time and one-half (1½) their regular hourly rate of pay.

#### ARTICLE XXXV

##### SEPARABILITY AND SAVINGS

Section 1. If any Article or Section of this Agreement or of any Supplement(s) thereto should be held invalid by operation of law or by final order of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplement(s) thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Association for the purpose of attempting to arrive at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. The parties will not have access to Article XXVII for disputes arising under this Article but may submit such disputes through submission agreement to interest arbitration if mutually agreeable. Article IV will not be affected hereby and will remain in full force and effect.

#### ARTICLE XXXVI

##### DURATION

This Agreement will become effective as of November 2, 2000 and will remain in effect until October 31, 2003. If either party desires to terminate or modify this Agreement, it must, ninety (90) days prior to October 31, 2003, give written notice by registered or certified mail, of its desire to terminate or modify. If neither party gives written notice to terminate or to modify this Agreement as provided above, this Agreement will continue in effect from year-to-year thereafter, subject to termination by either party at a subsequent October 31 on ninety (90) days written notice prior to October 31 of any subsequent year.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused these presents to be executed by their duly authorized officers.

INDIANA HOSPITAL PROFESSIONAL EMPLOYEES ASSOCIATION/HEALTH CARE - PSEA INDIANA HOSPITAL

January 4, 2001  
Susan Flowers, RN, President, IHPEA  
Health Care - PSEA  
10 South 19th Street  
Pittsburgh, Pennsylvania 15203-1842

Re: Indiana Hospital/IHPEA/Health Care - PSEA Side Letter of Agreement

Dear Sue:

Consistent with our negotiation of the initial Collective Bargaining Agreement between Indiana Hospital and IHPEA, I am setting forth below those job-specific issues upon which the parties have reached agreement.

A. Steady Shift Assignments. The following individuals have demonstrated that their employment has been conditioned upon their working a steady shift assignment by entering into a letter agreement with the Hospital:

1. Donna Nevins
2. Milinda Kirkman
3. Sandra Walsh
4. Leona Anselmi
5. Ron McKeta
6. Barbara Kuzminsky

B. 15-Year Daylight Positions. In accordance with Article X, Section 12, of the Agreement, the following individuals are those who are deemed to be incumbents for steady daylight positions:

1. Mary Kinter
2. Janice Kochman
3. Joann Sharek
4. Sally Prugh
5. Nancy Smith
6. Florence Willard

C. CRNAs. The following provisions apply to Certified Registered Nurse Anesthetists:

1. 24-hour call time worked by CRNAs will be paid at straight time.
2. CRNAs who work beyond the end of their scheduled shift will be paid at time and one-half (1½) their regular hourly rate of pay.
3. The Hospital will pay the annual AANA dues for CRNAs based upon the following schedule: a) full-time=100%; b) part-time=50%; c) casuals=0%.
4. The Hospital will continue its continuing education policy as it has been applied to CRNAs, including up to five (5) days of training, subject to Hospital budgetary restrictions.

D. Case Management. The following provisions will be applicable to nurses working in Case Management:

1. Full-time Case Managers will be considered exempt and part-time Case Managers will be considered non-exempt.
1. Non-exempt nurses will receive on-call pay and call-in pay if called out to work.
2. Non-exempt nurses will also be paid for work done from home.
3. Non-exempt nurses will receive fringe benefits consistent with exempt Hospital employees.
5. The parties are in disagreement as to what they agreed to in negotiations regarding the application of on-call pay and call-in pay as applied to the full-time exempt Case Manager, and will utilize the grievance and arbitration procedure to settle the dispute.

A. Other Exempt Employees.

1. The Quality Management Specialist position will be converted to an exempt position.
1. The title of the position in Education currently known as "CQC" will be changed to "Nursing Education Coordinator."

F. Bargaining Unit Exclusions. The following individuals will be excluded from the bargaining unit based upon the reasons as specified:

1. Carrie Scarton: Certified Registered Nurse Practitioner - no longer works for Indiana Hospital.
2. Vickie Clevenger: supervisor within Employee Health.
3. Donna Flinko: employee retired and is currently working in a non-bargaining unit casual status.

Any other disputes as to inclusion or exclusion from the bargaining unit will be handled through the procedures of the National Labor Relations Board.

Please indicate your agreement with the foregoing provisions by signing and dating this letter where indicated below and returning the original to me. Please also retain a copy for the Associations records. Your continued cooperation is appreciated.

Very truly yours,  
COHEN & GRIGSBY, P.C.

By

Joseph M. McDermott

JMM:mjp

AGREED AND ACCEPTED TO BY INDIANA HOSPITAL PROFESSIONAL EMPLOYEES ASSOCIATION/HEALTH CARE - PSEA

By:

Susan Flowers, RN, President, IHPEA

Date:

bcc: Mr. Matthew G. Reading