

**Agreement  
between**

**Logan Health and SEIU Healthcare 1199NW**

**Logan Health**

**2023 - 2026**

**RNs**



**SEIU**Healthcare®  
United for Quality Care



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## PREAMBLE

This Agreement is made and entered into by and between Logan Health (formerly Kalispell Regional Health; hereinafter referred to as the “Employer” or LH) and SEIU Healthcare 1199 NW (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

## ARTICLE 1 - RECOGNITION

**1.1** The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time, per diem, PRN and seasonal registered nurses employed by the Employer with the primary responsibility of providing direct patient care, patient education or patient advisement, excluding all confidential employees, professional employees, managers, guards and supervisors as defined in the Act and all other employees.

**1.2 New Positions.** New job classifications established during the term of this Agreement will be covered by this Agreement if consistent with the description and units described in the NLRB unit certification.

**1.3 Bargaining Unit Members:** Bargaining unit members include employees in the following jobs:

	<u>Job Titles (not all inclusive)</u>	<u>Units / Departments</u>
RN- Staff Nurse	Registered Nurse, RN Night Nurse, RN OR First Assist, RN OR Robot Coordinator, RN Resource, Logan Home Health and Hospice RN	Inpatient Care, including but not limited to: Critical Care; Medical Surgical Care; Women’s and Children’s Care; OR / Procedural; Pre / Post Procedural Care; Home Health and Hospice; Infusion; Centralized Triage; Inpatient Rehab; Intermediate Care; all Inpatient Float Pool / Resource positions; Pediatrics; OB; PICU; NICU; Wound Care; Same Day Surgery; Endoscopy; IR / Cath Lab; Patient Diabetes Educator RN
RN- Outpatient	RN MD Practice Specialist, RN OHS Clinic Float, RN MD Office, Research Specialist Certified (RN), Cardiopulmonary Rehab Specialist (RN)	Ambulatory / Primary Care Clinics

RN Outpatient-Specialty	Logan Health Cardiology and Pulmonary, Adult / Pediatric Hematology and Oncology, Radiation Oncology, LH Urology Specialists	Ambulatory / Primary Care with specialized or procedural responsibilities; Heart and Lung; Breast; all Pediatric Specialist; Oncology and Hematology; Radiation Oncology; Palliative Medicine; Nephrology; Neurology; Urology; Logan Health Midwives; Logan Health Maternal / Fetal Medicine; Logan Health OBGYN; Walk-in Clinics
RN Long Term/Transitional Care	Registered Nurse	Long Term and Transitional Care (Provided at Brendan House)
RN- Case Management	RN Case Manager, RN Case Manager OHS, RN Care Transition Coordinator, RN Discharge Planner, Patient Educator	Case Management
RN- Surgery Center	All Health Center RNs, RN Ambulatory Surgery Center	Ambulatory Surgeries; Pre anesthesia; Ambulatory Surgery Centers; Pre-Anesthesia Clinic; Pain Procedural Department; Former Health Center RNs who only work at North (i.e. Endo North, Eyes, Pre-Op North, PACU North)
RN- Primary Care Navigator	RN Primary Care Navigator	Primary Care Navigation
RN- Behavioral Health	Registered Nurse	Inpatient Behavioral Health

With the exception of the changes listed in Article 8.2, nothing in Article 1.3 is intended to change the job category assignment of any bargaining unit members.

**1.4 Residency Program.** RNs hired into any of the jobs listed in Art 1.3 may be assigned by the Employer to the RN residency program. RNs in the residency program shall be paid per the job title and pay rate established at hire per step plan and accrue tenure toward the step plan in the same manner as all other RNs.

## ARTICLE 2 - UNION MEMBERSHIP

**2.1 Nondiscrimination.** The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are

generally applicable to other members of the Union. Neither the Union nor its members shall in any way discriminate against an employee because of the employee's membership decision.

**2.2 Membership.** Employees who are members of the Union prior to September 15<sup>th</sup>, 2021 shall as a condition of employment, maintain their membership in the Union or agree to pay to the Union a fair share/representation fee as established by the Union. For the purposes of this Agreement, "in good standing," is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after September 15<sup>th</sup>, 2021 or transfer from a non-bargaining unit position to a bargaining unit position shall, on the thirtieth (30<sup>th</sup>) day following the beginning of such employment or transfer, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. The Employer shall discharge employees who fail to comply with this requirement within sixty (60) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

**2.2.1 Religious Objection:** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

**2.2.2 Hold Harmless:** The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

**2.3 Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. Upon request, the Employer shall deduct an initiation fee and any additional dues amounts as specified by the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted will be promptly transmitted biweekly to the Union by check payable to its order. The Employer will also provide a roster in Excel format of all bargaining unit employees including the employee name, employee ID number, date of hire, rehire date (if applicable), termination date, shift, FTE, job classification, hourly rate of pay, phone number, home address, email address, the deduction amount and earnings for the period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

**2.3.1 Voluntary Political Action Fund Deduction** The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the

authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any such deduction made from the wages of such employee.

The Union agrees to reimburse the Employer for its reasonable cost of administering this COPE check-off provision. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check-off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to this COPE check-off provision to reimburse the Employer for its reasonable costs of administering the check-off.

### ARTICLE 3 - UNION REPRESENTATIVES

**3.1 Access to Premises.** Duly authorized Representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public, including but not limited to the Logan Health Medical Center cafeteria, for the purpose of sharing information, educating members, investigating grievances and contract compliance. Union representatives (including off duty employees acting in a union representative capacity) shall inform the Human Resource Director of their intent to meet on Logan Health premises prior to doing so. Union Representatives shall not have access to employee lounges and patient care areas. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees. Union Representatives shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital.

**3.2 Union Meetings.** Logan Health shall provide the RN bargaining unit access to the Glacier Conference Center meeting room up to eight (8) times per year to hold meetings. During the year this contract expires, the union will have access to the Glacier Conference Center ten (10) times. Meetings lasting up to two consecutive days will count as one meeting request for the purposes of this section. The Union must request the room no less than seven days in advance of the meeting and will be granted the space if available.

The Union is subject to all rules and policies of Logan Health while utilizing Logan meeting space.

The Union may make additional requests for use of the Glacier Conference Center meeting room space beyond the amount of meetings described in this Article. It is Logan's sole discretion to grant or deny these additional requests.

**3.3 Bulletin Boards.** The Employer will provide space on bulletin boards on all units and departments and near the cafeterias for the use of the union. A copy of such notices will be

provided upon request to the Human Resources Department. The Union agrees to limit the posting of Union materials to the bulletin boards.

Logan Health Medical Center-Med/Surg; Med/Surg Oncology (all 4 locations)	Logan Health Medical Center - Peds/PICU
Logan Health Medical Center - Heart and Lung	Logan Health Medical Center – Cafeteria
Logan Health Medical Center- Cath/EP/IR	Logan Health Family Clinic – Polson
Logan Health Medical Center-Surgical - Main (OR, Pre/Post and Endo)	Logan Health Primary Care - 1287 Burns Way
Logan Health Medical Center-Surgical - North (OR, Pre/Post, Eyes and Pre Anesthesia Clinic)	Logan Health Primary Care - 160 Heritage
Logan Health Medical Center - ICU	Logan Health Children's
Logan Health Medical Center - IMC	Logan Health Wellness & Pain Management
Logan Health Medical Center - ED	Logan Health Home Health and Hospice
Logan Health Medical Center - ALERT	Logan Health Primary Care – Lakeside
Logan Health Medical Center - Endo North	Logan Health Radiation Oncology - Separate building form Hem & Onc
Logan Health Medical Center - ASC (Surgical Center) Kalispell	Logan Health Brendan House
Logan Health Medical Center - Behavioral Health	Logan Health - Hematology & Oncology Infusion
Logan Health Medical Center - Wound Center	Logan Health Heart & Lung
Logan Health Medical Center - Cardiac Rehab	Logan Health Endocrinology & Infectious Disease
Logan Health Medical Center - Float Pool	Logan Health Primary Care - 705 6th Ave
Logan Health Medical Center - OB	Logan Health Occupational Medicine - 75 Claremont Suite E
Logan Health Medical Center - NICU	Logan Health Primary Care – Bigfork
Inpatient IV Infusion	Logan Health Triage Center
Logan Home Options - Eureka	Logan Health Flathead Renal
Logan Health Medical Center - OB Follow Up Clinic	Logan Health Inpatient Rehab Unit

Each bulletin board will be used only for union and union sponsored activity. Should the employer add new clinics or locations that utilize positions listed in Article 1.1, those clinics or locations will also include space for a Union bulletin board.

**3.4 Delegates.** A list of Union Officers, Delegates, and alternate Delegates from the bargaining unit, elected in accordance with District By-Laws, shall be provided to the Employer. Such Delegates shall be authorized to serve as the representative in Step 1, Step 2, and Step 3 of the grievance procedure as provided in this Agreement. Nothing in this Article prohibits a nurse who is not a Delegate to be a representative in a Weingarten meeting. Unless otherwise agreed to by the Employer, the investigation of grievances and other union business shall be conducted only during non-working time, and shall not interfere with the work of other employees. The Employer will make a good-faith effort to schedule investigatory and grievance meetings at a time and location

accommodating to the schedules of those working evenings, nights, weekends, and those working at multiple locations.

**3.5 New Employee Orientation.** Delegates/Officers (or designees), may meet with new employees during orientation, at a mutually agreeable time to introduce employees to the Union and the Union contract. The Union shall provide a copy of the Collective Bargaining Agreement to the employee. The meeting shall not exceed one half (1/2) hour in duration, and shall be on paid time for the new employee. Prior to orientation, the Employer shall provide the Union with a list of all employees scheduled for the orientation. This list shall include the date of the orientation and the name, FTE, job classification, start date, shift, department, unit and campus of each new employee attending the orientation.

**3.6 Job Description.** Upon initial employment, employees shall be given a copy of their current job description by their manager during department orientation and whenever the job description changes.

**3.7 Union Negotiating Team** Where the Employer has received appropriate advance notice, the employer will reasonably attempt to assist members of the SEIU Negotiating Team to be relieved of patient care duties to attend contract negotiation meetings, provided that such relief does not create overtime or differentials. Members of the team shall notify management of the need for such relief as early as possible. Such time may be taken as accrued ETB or unpaid time off.

#### ARTICLE 4 - DEFINITIONS

**4.1 Full Time Employee.** Unless otherwise specified employee who has successfully completed the required probationary period and who is employed in a position of sixty hours (60) hours to eighty (80) hours per two week period (0.75FTE to 1.0 FTE).

#### **4.2 Part Time Employee**

**a. Benefits Eligible.** An employee who has successfully completed the required probationary period and who is employed in a position for forty (40) hours to fifty nine (59) hours per two week period (0.5 FTE to 0.74 FTE).

**b. Benefits Ineligible.** An employee who has successfully completed the required probationary period and who is employed in a position of less than forty (40) hour per pay period (less than 0.5 FTE)

**4.3 PRN/Per Diem Employee:** An employee hired to augment the regular work force in the event of an emergency or other temporary business need, to relieve regular employees because of illness, leave of absence or other absenteeism, or to work during holidays or vacation periods.

Per diem employees must commit to work no less than the equivalent of one shift per week of the scheduling period, of which one half of the shifts per scheduling period may be weekend shifts. Per diem employees may be eligible for time off and/or other benefits in accordance with federal, state and municipal law and/or the terms and conditions of any applicable plan

documents. Per diem employees shall be subject to departmental availability guidelines, holiday rotation, call rotation and competency requirements. Per Diem employees are eligible to receive the same shift differentials, overtime, and holiday premium pay as full and part-time employees in their same job classification.

Upon hire of a per diem employee to a regular FTE position, all days actually worked in a per diem status position in the same job classification will count toward the probationary period in the FTE position.

PRN/Per Diem employees shall receive his/her base wage plus 12%.

All PRN/Per Diem commitments to work in either tier begin during the first pay period within the new quarter and need to be renewed on the first pay period of the new quarter. PRN/Per Diems will not be required to float to other departments unless appropriately oriented to the unit mutually agreed upon between the employee and manager. Per diem employees may decline to float to a department to which they haven't been appropriately oriented. When the need for floating arises, managers will first float per diems within their clinical cluster groupings as defined by Article 8.19.

Employees defined as PRN Tier 1 and Tier 2 as of ratification of the collective bargaining agreement that expires on July 31<sup>st</sup>, 2023 are grandfathered per the terms described in policy GNNC 1466 "Tiered Base Wage, PRN" dated January 2020. Should a PRN Tier 1 or 2 relinquish this role, the employee is no longer entitled to the terms of the PRN Tier 1 or 2.

**4.3a Grandfathered Tier 1 PRN/Per Diem Employee.** A PRN/Per Diem employee who has committed to working a minimum of forty eight (48) hours/month. Twenty four (24) of these forty eight (48) may be weekend shifts. A Tier 1 PRN/Per Diem employee will receive his/her base wage plus \$5.40 per hour.

**4.3b Grandfathered Tier 2 PRN/Per Diem Employee.** A PRN/Per Diem employee who has committed to working a minimum of seventy two (72) hours/month. Twenty four (24) of these seventy two (72) may be weekend shifts. A Tier 2 PRN/Per Diem employee will receive his/her base wage plus \$8.09 per hour.

**4.3.c Per Diem Status Review.** PRN/Per diem employees who have been working an average of 30 hours per week (not including on-call) over a twelve (12) month period, shall be given preference for posted jobs in units that the nurse is orientated and competent to perform work in over new hires and transferees.

**4.4 Probationary Employee.** The first ninety (90) calendar days of employment for full time and part-time employees shall be a probationary period. After ninety (90) calendar days of continuous employment, the employee shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period up to an additional one hundred and twenty (120) days. Any extension of the probationary period will not adversely impact the accrual of, or eligibility for, or utilization of benefits. The Employer can only extend an employee's probationary to a maximum of 210 calendar days. During the probationary period, an employee may be discharged without notice and without recourse to the grievance procedure.

All RN Residents are subject to probationary terms and for the first ninety (90) calendar days after assignment to a non-resident RN job.

## ARTICLE 5 - SENIORITY

**5.1 Definition.** Seniority shall be defined as an employee's length of service with the Employer based upon calendar days since the most recent date of hire. Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from most recent date of hire.

**5.1.1 Unit Seniority.** Unit seniority begins accruing upon the nurses start date within a unit. Registered Nurses will only accrue unit seniority while employed in bargaining unit positions. Registered Nurses will not lose their unit seniority for approved leaves of absence or for breaks in service in the unit less than or equal to six months. Unit seniority shall only be applied for the purposes of scheduling in departments utilizing the self-scheduling process and/or the approval of ETB as described in Article 11.4.

**5.2 Termination.** Seniority shall be terminate upon cessation of the employment relationship; for example, discharge, resignation, acceptance of severance benefits, retirement, twelve (12) consecutive months of layoff with recall rights (see Article 10.11), or failure to comply with recall procedures specified by the Employer. Employees who are re-hired within twelve (12) months shall have their seniority reinstated.

## ARTICLE 6 - EMPLOYMENT PRACTICES

### 6.1 Job Opportunities.

**6.1.1 Postings.** Positions will be posted for ten (10) days before filling and will be made available electronically. FTE, shift, shift length, call requirements, and qualifications will be included in all job postings. When a regular job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing the applicants' skills and ability are considered substantially equal in the opinion of the Employer. The Employer will notify all internal applicants once a position has been filled.

**6.1.2 Department Openings.** Internal applications will be considered before other applications, and internal transfer applications from within the unit/department will have preference over applications by employees not within the unit/department. When a position can be filled from within the unit/department, a house-wide posting may be waived by the Employer. If two or more qualified applicants within the unit/department apply for a vacant position, and are considered substantially equal in skills, competence, and abilities for the open position, within the sole judgment of the Employer, unit/department seniority shall be the tie-breaker. Unit/department seniority is the date a nurse began working in a department/unit.

**6.1.3 FTE Changes.** FTE changes of 0.3 FTE or less may be made with mutual agreement of LH and the affected employee.



**6.2 Employee Transfers:** Employees shall be required to give at least twenty-eight (28) calendar days written notice of transfer to their current manager. Whenever possible, the effective date of transfer should coincide with the start of a pay period, following the twenty-eight (28) day notice period. Employee transfers will occur at the end of the posted schedule or the twenty-eight (28) day period, whichever is greater, except under exceptional circumstances due to patient care considerations. Some examples of appropriate patient care considerations are that a department will go without enough staff to provide an essential skill set or patients will be diverted. Chronic staffing shortages will not be considered exceptional circumstances. Management will consider a variety of solutions, including the use of temporary coverage, to ensure that transfers occur in accordance with this section.

Employees who accept a transfer may not apply for another opening for a period of six (6) months from the effective date of the completion of orientation and competencies unless approved by the employee's manager. This does not prevent an employee from applying for a different shift within the department.

**6.3 Notice of Resignation.** Employees shall be required to give at least twenty one (21) calendar-days' written notice of resignation.

**6.4 Equal Opportunity.** The Employer and the Union shall comply with all applicable federal, state and local employment discrimination and affirmative action laws.

**6.5 Shift Changes.** Seniority shall be the determining factor in shift changes within a department providing skill, ability, experience, are equal in the opinion of the Employer.

**6.6 Discipline and Discharge.**

**6.6.1 Just Cause** No employee shall be disciplined or discharged except for just cause. A non-probationary employee who feels they have been disciplined or discharged without just cause may present a grievance for consideration under the grievance procedure.

**6.6.2 Progressive Discipline.** The parties agree that discipline should be progressive in nature, according to the following pattern: verbal warning, written warning, final warning (which may include suspension), and discharge.

**6.6.3 Discipline for sick occurrences:** Employees will not be disciplined for sick occurrences unless under the guidelines set by Attendance Policy HR100 dated July 10<sup>th</sup>, 2023.

LH shall follow Corrective Action Policy HR500 dated September 29, 2020 and Attendance Policy HR100 dated July 10<sup>th</sup>, 2023. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. An employee may request the attendance of a union representative during any investigatory meeting which may lead to disciplinary action. Management will make a good faith effort to notify employees of the right to a representative. Employees may request that documentation of oral warnings be removed after six (6) months, provided there are no similar instances of discipline in the intervening period.

Employees may request that documentation of written reprimands be removed after one (1) year, provided there are no similar instances of discipline in the intervening period.

## **ARTICLE 7 - HOURS OF WORK AND OVERTIME**

**7.1 Workweek.** The basic workweek will consist of seven (7) consecutive days designated by LH.

**7.2 Pay Practices and Pay Period** The standard pay period is fourteen (14) calendar days beginning at midnight on Sunday and ending at 11:59pm on Saturday. Nurses will be paid according to applicable LH pay policies and practices.

**7.3 Workday** The normal work day shall consist of up to eight (8) hours work to be completed within nine (9) consecutive hours or ten (10) hour shift which consists of ten (10) hours of work to be completed within eleven (11) hours, or a twelve (12) hour shift which consists of twelve (12) hours of work to be completed within thirteen (13) consecutive hours. (See A.L.E.R.T Article for A.L.E.R.T work day)

### **7.4 Innovative Work Schedules/Flexible Work Schedules.**

**7.4.1** Any employee assigned a workday other than those described in 7.3 at time of ratification of this CBA dated September 15, 2021 shall maintain that workday expectation.

**7.4.2** An alternative work schedule is defined as a work schedule other than those schedules described in 7.3 that requires a change, modification or waiver of certain provisions of this Employment Agreement.

- a. Alternative work schedules may be established by mutual agreement between the LH and the employee involved. Prior to the implementation of an alternative work schedule, the Employer and the affected employee(s) will review and determine conditions of employment relating to that new work schedule. Where the alternative work schedules are utilized, the Employer retains the right to revert back to the employees' work schedule that was in effect immediately preceding the alternative work schedule, provided the Employer gives fourteen (14) days advance notice to the employee(s), or less notice by mutual consent between the Employer and employee(s).
- b. LH may establish and post new jobs with alternative work schedules. Prior to the posting of an alternative work schedule, the Employer and Union will review and determine conditions of employment relating to that new work schedule.

**7.5 Regular Rate of Pay.** An employee's rate of pay that includes his/her base rate.

**7.6 Overtime.** Overtime shall be compensated for at the federal overtime rate. Employees are eligible for overtime pay for work time in excess of forty (40) hours per week.

**7.7 Premium Pay.** Employees who must stay beyond their normally scheduled shift by more than two (2) hours due to a staffing shortage or emergency shall be paid at one and one half (1 1/2) their regular rate, unless the employee works over forty (40) regular hours in the workweek. The employer will continue the current practice of premium pay in Surgical Services, which includes but is not limited to PACU, Endo, DHIM, and OR, and Cath Lab and IR.

**7.8 No Pyramiding.** Hours paid at an overtime, differential, or premium rate shall not be duplicated or pyramided; i.e., the overtime, differential, or premium rate shall only be paid once for the same hours. Therefore, for example, overtime hours worked on a holiday are paid only once at time and one-half.

**7.9 Rest and Meal Periods.** Employees will be provided a rest period of fifteen (15) minutes with pay for each four (4) hours of working time. An unpaid meal period of at least thirty (30) minutes shall be provided. An unpaid meal break may be thirty (30) minutes to sixty (60) minutes at the discretion of LH. It is understood that meal and rest periods are to be uninterrupted. If a meal period is interrupted, it will be rescheduled or paid at the employee's base rate plus any applicable overtime, premiums, and differentials.

**7.10 Rest Between Shifts.** Employees' schedule to work shifts shall allow for no less than nine (9) hours of uninterrupted-off-work time between scheduled work shifts. (On-call shifts are not considered scheduled work shifts). Employees may choose to decline shifts that do not allow for nine (9) hours of rest between shifts.

**7.11 Work Schedules.** The employer retains the right to adjust work and call schedules to maintain an efficient and orderly operation. The Employer shall determine and post (either electronically or in a hard copy) four (4) to six (6) week work and call schedules of all shifts no less than two (2) weeks preceding the expiration of the current schedule. Posted schedules may be amended by mutual agreement between the employee and the employee's supervisor and/or special circumstances (i.e. An unexpected leave of absence, doctors appointment, etc.). Any request for ETB shall be submitted to the Department Manager fifteen (15) days prior to the issuance of the monthly schedule unless mutually agreed otherwise. The Department Manager or designee will discuss changes in the employee's routine schedule with the employee before making the change. Once the schedule has been posted, employees may trade shifts with the supervisor's approval.

**7.11.1 Self Scheduling.** Departments that have adopted self scheduling or adopt self scheduling at any time during the duration of this agreement will adhere to the process described in Appendix C.

**7.11.2 Seniority and Self Scheduling.** Department / unit managers and nurses must make a good faith effort to create a schedule that gives nurses their schedule preferences and resolve conflicts between scheduling requests. Unit Seniority will be used to resolve conflicting scheduling requests. If two or more qualified nurses within the unit/department request the same

shift during the self scheduling process, and are considered substantially equal in skills, competence, and abilities for the open shift, unit/department seniority shall be the tie-breaker.

**7.12 Extra Shifts.** An employee who works a shift in addition to the employee's budgeted/approved hours or who is called into work a shift which is in addition to the employee's regularly scheduled shifts shall be paid a minimum of two (2) hours pay at the employee's regular rate of pay unless the employee leaves work early due to illness or personal choice.

**7.13 On-Call.** Nurses required to be "on-call" shall be paid four dollars (\$4.00) per hour while on-call. All Nurses required to be "on-call" for Logan Health's Surgical Services, PACU, Cath Lab, Endo, OR, DHIM and Cardiac/IR department shall be paid six dollars (\$6.00) per hour.

**7.13.1 On-call rate grandfathering.** Surgical Services employees being paid six dollars (\$6.00) per hour for on-call September 15<sup>th</sup>, 2021 shall remain entitled to receiving that rate for the duration of employment in the current job. If the employee transfers out of Surgical Services, the employee shall no longer be eligible for the \$6.00 on-call terms and shall be eligible for the regular on-call rate and terms. Article 7.13.1 sunsets as of the first full pay period in July 2024 and all RNs are subject to the on-call term described in 7.13.

**7.13.2 On-call Rotation.** Management will rotate scheduled and mandatory on-call equitably. An on-call roster will be maintained in all departments / units and updated each time mandatory on-call is required. Prior to mandating on-call, management will ask for volunteers. If there aren't any volunteers, the next Registered Nurse on the on-call rotation list will take the on-call.

**7.13.3 On-Call Assignment.** PACU, Endoscopy & IR/Cath Departments shall establish a threshold for the expected number of call hours for each employee. This limit will be established within 120 days of the ratification of this agreement and will be a collaborative effort between managers and their employees. Any necessary changes thereafter will also be a collaborative effort between managers and their employees. This limit will be posted in the unit. Volunteers will be sought for on-call coverage above the limit first before mandatory call is utilized. Employees who exceed the on-call limit shall receive incentive pay. It is recognized by both parties that mandatory on-call is distinct from voluntary on call. On call as a result of low census cancellation of a work shift is not counted toward the on-call limit. Employees at risk of falling short of their FTE will be prioritized for voluntary call. All regular and part time employees covered by this agreement shall share mandated call above the limit equitably.

**7.14 Heart Team Call.** Heart Team nurses employed at LH/Logan Health at time of ratification who take more than 50% of the call on the heart team shall continue to receive a \$500 bonus.

**7.15 Callback.** Any time actually worked in callback shall be compensated at the rate of time and one-half (1 1/2) of the regular rate of the nurse concerned and shall be paid in addition to the regular pay for standby call. When called back, the nurse shall receive time and one-half (1 1/2) for a minimum of two (2) hours. The minimum callback hours shall include one (1) hour for travel

time. Nurses are expected to report to work within thirty (30) minutes and up to a max of one (1) hour of being called in from on-call per departmental requirements.

**7.16 Safe Pay.** Surgical Services Nurses which includes but is not limited to PACU, Endo, DHIM, OR, and Cath Lab / IR, who work more than four (4) cumulative hours in callback between 10:00 PM and 7:00 AM can elect to take the following day off will receive Safe Pay, not to exceed 8 hours, paid by the hospital and will not be deducted from the nurse's accrued ETB bank.

**7.17 Rest between Shift for Callback.** Nurses who work more than two (2) cumulative hours in callback between 12:00 AM and 7:00 AM can elect to go home until the nurse receives nine (9) hours rest between shifts.

**7.18 Logan Health North OR.** Current employees working in the Logan Health North OR and Endoscopy shall not be required to take call for Logan Health Medical Center unless he/she has volunteered to do so.

**7.19 Temporary Assignment** If an employee is temporarily assigned to a different job classification that is paid at a base rate higher than the base rate of the employee's regular job classification, the employee shall be compensated at the higher base rate for all hours assigned and worked in the higher job classification.

## ARTICLE 8 - WAGES AND PREMIUM PAY

**8.1 Step Progression.** For purposes of step progression, RNs placed on the step plan as of July 3<sup>rd</sup>, 2022 shall maintain July 3<sup>rd</sup> as their anniversary date and progress one step each year on this anniversary date. RNs who enter the bargaining unit after July 3<sup>rd</sup>, 2022 shall have their date of entry into the bargaining unit as their anniversary date and progress one step each year on their anniversary date.

**8.2 Wage Increases 2023-2025.** Upon ratification, all employees in the Walk-in Clinics, Logan Health Midwives, Logan Health Maternal / Fetal Medicine, and Logan Health OBGYN, will move from the RN Outpatient wage scale to the RN Outpatient- Specialty / RN Surgery Center wage scale.

Upon ratification, the RN Resident wage scale will be eliminated. RN Residents will start at the base rate of the wage scale appropriate for their job title.

Upon ratification, all wage scales will increase by eleven and one half percent (11.5%) at each step. This increase will be reflected in Appendix A.

Beginning the first full pay period after July 1<sup>st</sup>, 2024, all wage scales will increase by four percent (4%) at all steps. This increase will be reflected in Appendix A.

Beginning the first full pay period after July 1<sup>st</sup>, 2025, all wage scales will increase by three and one half percent (3.5%) at all steps. This increase will be reflected in Appendix A.

### 8.3 New Hires.

a) RNs hired prior to July 3, 2022: At hire into a RN job, employees shall be placed at the minimum rate of the pay range, unless granted experience credit.

b) RNs hired on or after July 3, 2022: RNs will be credited for 100% of their previous experience as a Registered Nurse at a 1:1 year to step ratio for placement on the wage scale. For example, nurses hired with eight years of experience are placed at step 8 of the wage scale. Applicable non-RN experience, including CMA, LPN, Surgical Tech, and Paramedic experience shall be credited at 50%, or a 2:1 year to step ratio for placement on the wage scale. Experience credit is considered as time in job for purposes of step plan progression. Resident RNs will have their time at Logan Health credited toward their placement on the wage scale. Experience credit shall be based on documented, pertinent experience criteria.

#### **8.4 Transfer Experience Credit.**

Internal Transfers Prior to July 1, 2022: At hire, RNs shall be placed at the minimum rate of the pay range, unless granted experience credit equal to 1.25% for each full year of applicable experience.

Internal Transfers on or After July 1, 2022: Internal transfers shall be placed on the step plan pay scale based on the RN's collective experience and experience credit granted at time of hire.

**8.5 Evening Differential.** if an employee's majority of hours worked in the shift fall between 3 p.m. and 11 p.m., the employee shall be paid an additional two dollars and twenty five cents (\$2.25) per hour, for all hours worked during the shift.

**8.6 Night Differential.** if an employee's majority of hours worked in the shift fall between 11 p.m. and 7 a.m., the employee shall be paid an additional three dollars and seventy five cents (\$3.75) per hour, for all hours worked during the shift.

**8.7 Weekend Differential.** If an employee's majority of hours worked in the shift fall between 7 p.m. Friday to 7 p.m. Sunday, the employee shall be paid an additional two dollars and twenty five cents (\$2.25) per hour for all hours worked.

**8.8 Short Notice Pay.** Employees called in to work with less than eight (8) hours notice will be paid an additional four dollars (\$4.00) per hour for all hours worked during the shift. Employees are not eligible to receive Short Notice Pay if called in while on-call. PRNs are not eligible for this term.

**8.9 Holidays:** Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. For time worked on holidays, a premium equal to one half of base rate shall be paid. Employees who are not required to work on a holiday are required to cover the regular work hours offset by the holiday with accrued Earned Time Bank (ETB) time.

**8.10 Preceptor Pay.** Employees who complete preceptor training are eligible to receive two dollars and fifty cents (\$2.50) per hour for shifts in which the employee is the designated preceptor. Leads and Charge Nurses are eligible for preceptor pay.

**8.10.1 Preceptor.** A nurse who has completed the required preceptor training, and has been assigned by the manager, or designee, to act as a preceptor for a newly hired, transferred employee, or nursing student in a senior practicum or internship-type role is entitled to preceptor pay at the rate described in Article 8.10.

Nurses who have not completed preceptor training may decline preceptor assignments.

The parties agree that nurses may be required to work with, train, and/or assist student nurses.

Only one nurse may be assigned as a preceptor to a particular employee or student at any one time. Preceptor assignments shall be within the discretion of the manager, or designee.

Preceptor duties will be considered when making patient care assignments where appropriate. It is understood that if a nurse has not completed the required preceptor training s/he shall not be required to precept.

It is understood that Registered Nurses will receive both charge / lead and preceptor pay when performing the duties listed in Articles 8.10, 8.10.1, 8.11 and 8.12.

**8.11 Charge Nurse.** At its discretion, the employer may choose to assign the Charge Nurse role on a shift by shift basis. Charge RNs are expected to direct tasks, make patient assignments, coordinate resources and support from other units, and insure for effective operations and patient care. Charge RNs are expected to take patient assignments as necessary.

RNs assigned Charge RN roles shall be paid two dollars and fifty cents (\$2.50) per hour for time worked in the role. Charge RNs are eligible for preceptor pay.

**8.11.1** To ensure the Charge Nurse has capacity to effectively coordinate patient care, the Charge Nurse will not have a patient assignment (except for the Brendan House) in conjunction with each shift. Charge Nurses may be assigned patients in the event of call offs or as necessary to facilitate rest and meal breaks for staff.

In instances where the Charge Nurse takes a patient assignment but believes the assignment is not appropriate, the Charge Nurse will report the instance to the Unit Director. If the issue is not resolved by the Unit Director the employee may ask the Nurse Staffing Committee to review.

**8.12 Lead.** The employer may choose to designate employees as Lead. The Lead will perform tasks as assigned by the employer in the support of the management or operations of a department. Tasks may include scheduling, training, precepting, providing guidance or operational expertise, assigning daily tasks, etc. The Lead may also have specific, defined responsibilities, including roles such as Robot Coordinator, or First Assist.

The Lead may assist in evaluating performance, but cannot issue discipline or assign pay rates.

The Lead is a permanent designation and shall receive two dollars and fifty cents (\$2.50) per hour applied to base rate. Leads are eligible for preceptor pay.

**8.13 Certification Pay.** Employees shall be paid two dollars and twenty five cents (\$2.25) per hour for obtaining job- specific certification from approved list defined by the employer. Certification Pay is applicable to productive hours worked. If a Certification Pay-eligible employee transfer to a different unit, the employee will receive certification pay premium for up to twenty four (24) months, during which time the employee must obtain appropriate certification to the new department in order to retain Certification Pay.

Former Health Center RNs who remain in the same job may receive \$0.25 per hour for ACLS and/or \$0.25 per hour for PALS for the duration of this contract or until the employee is eligible for \$2.00 per hour certification pay as described above, whichever occurs first.

**8.14 Incentive Pay:** At the employer's discretion, bonuses may be offered to employees to incentivize picking up additional shifts. The terms of such incentives—including amount, eligibility, payment terms, etc--may vary and are at the employer's discretion. Such incentive opportunities will be offered to provide equitable opportunity for appropriately qualified employees.

**8.15 Sign-on bonus:** At the employer's discretion, new hires bonuses may be offered to employees, repayable to employer on pro-rated basis if the employee fails to meet the described work commitment.

**8.16 OR Medtronic Navigation:** Employee's who perform OR Medtronic Navigation shall receive two dollars and fifty cents (\$2.50) per hour for all hours worked.

**8.17 Brendan House Direct Wage Incentive:** The Employer will continue it's current practice of paying Brendan House nurses the Direct Care Wage incentive so long as it is provided by an external party. Should funding for this incentive no longer be available, the Employer is not required to continue to provide this compensation.

**8.18 Floating:** Except in emergencies, nurses will only be required to float to those areas within the Hospital where they have received orientation necessary to perform assigned tasks. When required to float, nurses will not be required to perform nursing tasks or procedures for which they have not been trained. If there is a need to float, Resource RN's shall be floated prior to core staffing. The Hospital and Union encourage the nurses to meet new challenges and gain new knowledge. When there is a need for additional staff on another unit/nursing area and there are available resources, staff nurses will float first within their clinical cluster groupings and then will float outside of their clinical cluster grouping.

#### **8.18.1 Clinical Cluster Groupings**

1. Acute Care Inpatient / Emergent Services
2. Women's and Children's Inpatient / Outpatient Services
3. Surgical and Procedural Services
4. Ambulatory / Clinic Services
5. Sub-Acute Services

**8.19 Float Pool Nurses:** RNs selected as Float Pool RNs are utilized to supplement unit staffing and are not considered core staffing of any unit. Float Pool RN positions shall be posted. Full-time float pool RNs shall be scheduled between 30 and 40 hours per week. Part time float pool



RNs shall be scheduled 20 to 32 hours per week. Float Pool RNs' benefit eligibility is based on assigned full-time or part-time status.

Float Pool RNs shall be assigned a regular day, evening, or night shift be available to work variable shifts in units for which they are oriented, have completed all required initial and ongoing competencies, and required education, as assigned and necessary to provide appropriate level of care.

Float pool RNs shall be provided no less than 16 hours between day/evening and night shifts.

Float pool RNs shall be paid six dollars (\$6.00) per hour in addition to the regular rate of pay. Float Pool RNs remain eligible for all other terms associated with the job and status assignment.

Management shall assess each Float Pool RN following initial completion of orientation and competencies to ensure proficiency and no less than annually thereafter. Failure to maintain proficiency and address deficiencies in a timely manner may result in reassignment from the float pool to a specific unit and loss of float pool premium.

**8.19.1 Float Pool Nurse PRN:** Float Pool PRNs are employed to perform direct patient care tasks intermittently, as needed across a variety of units. Float Pool Nurse PRNs are expected to work not less than six shifts per month across no less than three units (six shifts per month total). Float Nurse PRNs shall receive an 18% PRN premium.

## **8.20 Resource Nurses**

**8.20.1 Grandfathered Resource Nurse 1:** Employees currently working as Resource Nurse 1s will continue to do so and will be part of the float pool. Any changes to the work schedules or FTEs of Grandfathered Resource Nurse 1s will adhere to provisions of this agreement. All Resource Nurse 1's are expected to gain competency to perform work in Med/Surg and Post Partum within three months of hire. Nurses in this category shall be provided an additional \$2/hour for all hours worked. Additionally, Resource Nurse 1's may be utilized in units other than Med/Surg and Post Partum as needed to perform direct patient care tasks within their scope and competency.

**8.20.2 Grandfathered Resource Nurse 2:** Employees currently working as Resource Nurse 2's will continue to do so and will be part of the float pool. Any changes to the work schedules or FTEs of Grandfathered Resource Nurse 2s will adhere to provisions of this agreement. Resource Nurse 2s are expected to be competent in Med/Surg, Post Partum and two of the following: PICU, NICU, IMC, ICU, and ER. If competent to perform all tasks in these units, Resource Float Nurse 2's shall be paid an additional \$3/hour for all hours worked.

**8.20.3 Grandfathered Outpatient Resource Nurse:** Employees currently working as Outpatient Resource Nurses will continue to do so and will be part of the float pool. Any changes to the work schedules or FTEs of Grandfathered Outpatient Resource Nurses will adhere to provisions of this agreement. Grandfathered Outpatient Resource Nurses are expected to gain competency to perform work in all outpatient areas and clinics within three months of hire. Nurses in this category shall be provided an additional \$2/hour for all hours worked.

Additionally, Outpatient Resource Nurses may be assigned to remote outpatient areas and clinics as needed to perform direct patient care tasks within their scope and competency.

**8.21 Orientation.** Orientation to perform the assigned tasks will be provided via a unit-specific one page sheet developed by and approved by the Nurse Manager. Where additional orientation is required, a plan will be developed by the Nurse Manager. Should the Nursing Supervisor or designee determine that there is an emergency need for staff in an area outside of the clinical cluster grouping, a staff nurse may be floated to that area to provide care at the level/role he/she can perform based on knowledge, skill sets, or orientation and the skill set of the role required at that time. The staff nurse who is floated to an area outside of his/her regular unit can complete an evaluation of the float experience on that shift, to be forwarded to his/her Nurse Manager and the Nurse Practice Committee. The unit-specific orientation sheet and eval form will be readily available (which includes online accessibility) and visible on each unit.

Data from these evaluations will be consolidated for interpretation, and findings will be shared and changes for improvement shall be implemented as needed. Should a staff nurse have concerns about the assignment or a task that he/she is asked to do when floating outside of his/her clinical cluster, the Nurse will discuss and attempt to resolve concerns with the Coordinator, Nurse Manager, or Nursing Supervisor. Management and the Union encourage nurses to meet new challenges and gain new knowledge.

## ARTICLE 9 - HEALTH BENEFITS AND RETIREMENT

**9.1 Provision of Benefits.** Effective upon hire, full time and part time employees with a 0.5 FTE and above will be eligible to participate in the LH benefits plan which provides medical, dental and vision coverage, long-term disability insurance, supplemental employee life and dependent life insurance. LH will continue to offer the high deductible plan and the traditional healthcare plan to all bargaining unit employees.

A 20% discount will be available for payment of self pay (uninsured) charges when paid in full at the time of service. The discount adjustment will be posted to the account before the end of the day in which the payment is posted.

Employees may select from the non-union plan options for coverage effective January 1, 2022.

The employer shall provide thirty five dollars (\$35) per month to employees who are enrolled "Employee + Children" as of December 31, 2021 and select Traditional plan "Employee + 2 or more" coverage for the plan year 2022 so long as the employee retains the plan, coverage option, and same dependents under the plan.

If the health insurance plan's premiums, co-pays, or co-insurance rates increase by 10% or more, only these changes become a mandatory subject of bargaining.

**9.2 Prohibition on Collections.** No later than 90 days after ratification, employees and dependents covered under the Employer's insurance plans shall be mailed information describing their rights to request a payment plan.

Employees who agree to and comply with the payment plans will not be subject to collections or garnishment.

Before being sent to collections, employees will be mailed no less than three statements describing the outstanding balance prior to being sent to collections. Employees acknowledge their responsibility to maintain current contact information.

An alleged violation of this section may result in a grievance per the grievance procedure.

### **9.3 Wellness Incentive**

The Employer will offer a wellness incentive to all employee participants in the group health insurance. The Employer may choose the terms of the incentive and how the incentive shall be paid. At LH's discretion, an incentive with value not less than \$500 per year will be provided as an adjustment of employee obligations or payment to a health-related savings account. The Union and Employer will meet to discuss any changes made to the wellness incentive made during the life of this agreement.

**9.4 Retirement** For all employees covered by this Agreement, the Employer will continue to offer its LH Retirement Savings Plan for employee voluntary pre-tax contributions.

The Employer agrees not to reduce the current level of contributions during the term of this Agreement. This commitment does not apply to administrative changes that may occur to the plan.

**9.5 Summit Discount.** The Employer will continue to offer the Summit discount to all employees covered by this agreement. The Union and Employer will meet to discuss any changes made to the Summit Discount made during the life of this agreement.

**9.6 Kid Kare-** For all employees covered by this Agreement, the Employer will continue to offer its Kid Kare program and Dinosore program. The Union and the Employer will meet within 30 days of any increases to tuition rates to negotiate over the impact to bargaining unit members.

**9.7 Emergency Department Visits.** Effective plan year 2024, ED visit co-pays shall be \$250 a visit.

## **ARTICLE 10 - REORGANIZATION: SENIORITY/RESTRUCTURE/LAYOFF**

### **10.1 Layoff and Recall**

- a. The Employer will notify the Union of proposals to lay-off at least thirty (30) days prior to the lay-off except in unforeseeable conditions preventing such notice which are beyond the Employer's control, and shall, upon request of the Union, meet to discuss the impacts relating to its decision within fourteen (14) days of the date the notice was given.
- b. A layoff is defined as a permanent or indefinite reduction in the number of employees (resulting in the displacement of employees) or workweek hours that changes

employees' benefits eligibility. Layoffs shall be by job classification within a department. LH retains the right to determine when and if layoffs are necessary as well as the number of employees who will be affected.

- c. **Order of Layoff.** Provided that qualifications and job performance are equal as determined by the LH, system seniority shall be the determining factor for layoff. Layoff will occur in the following order:
1. Open (vacant) positions within the classification affected by a layoff will not be filled during the period beginning with the notice of the layoff to the date of the layoff.
  2. Per Diem Employees
  3. Probationary Employees
  4. Regular Employees

LH will provide the Union with a list of bargaining unit employees subject to layoff, a seniority roster and a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department and unit, employment status (FTE or budgeted/approved hours), and shift. Upon request, the Employer and the Union will meet as soon as possible after LH provides notice of the layoff(s) for the purpose of reviewing employees subject to the layoff, the seniority roster, vacant bargaining unit positions, and the order of layoff, provided that such meeting shall not delay the layoffs.

- d. **Reinstatement Roster.** Employees who elect to be placed on the reinstatement roster will remain on the reinstatement roster for the period specified, six (6) months. If the employee's original position (including FTE and shift) in a department or unit is reinstated while the employee is on the reinstatement roster, the displaced employee on the reinstatement roster has first preference in reclaiming the position. Employees on the reinstatement roster are responsible for reviewing open positions and may apply for any open position that becomes available and seniority will be given preference where qualifications to include such factors as skill, competence, and ability in the opinion of the Employer. If an employee applies for and is offered an open position, s/he must accept it or s/he will be deemed to have resigned and will no longer be on the reinstatement roster. To be considered, application must be made within the applicable posting period in accordance with any other applicable provisions of this Agreement.
- e. **Employment Status during Layoff.** An employee on the reinstatement roster shall retain employment status and benefits accrued to the date of layoff, but shall not accrue seniority and benefits while on layoff. If reinstated to a regular full or part-time budgeted FTE position, the employee shall have previously accrued seniority restored and the employee shall again commence accruing seniority and benefits.

**Severance Benefits.** LH/Logan Health will offer a severance package on the same terms as all other employees.

**10.2 Shift Bid.** The Employer will notify the Union of its intent to broadly change RNs regular staffing or scheduling assignments proposals to merge, change, add, discontinue operations at least thirty (30) days prior to the change, and shall, upon request of the Union, meet to discuss impacts relating to its decision within fourteen (14) days of the date notice was given. A shift bid is defined as the combining or division of separate units or departments, a reallocation of budgeted hours on an existing department, when a department changes clinical focus. The Employer is permitted to conduct a shift bid process to re-align staff with the scheduling needs.

Prior to employees bidding on shifts, a listing of the positions/schedules for each shift of the department, including any qualification requirements, FTE, shift and work shift (days, evening, night), shall be posted on the department for at least fourteen (14) days. At the end of this fourteen (14) day period, employees will bid for their desired positions, provided that the position FTE and shift is consistent with the employee's current FTE and shift. Employees shall bid based on seniority, provided that skill, competence, and ability are equal in the sole opinion of the Employer. If through this bid process an employee is unable to retain the same shift/same hours he/she had prior to the shift bid, he/she may bump to other shifts within the employee's classification based on seniority, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. If all available positions are selected by other employees, the remaining employees shall be laid off, and will have the options identified in the layoff provision of this Article.

**10.3 Low Census Rotation.** When low volume requires adjustment in staffing, such adjustment may be made by floating employees to available assignments for which they are qualified. If there are no such opportunities available, employees may be low-censused under the following guidelines. Low census and on-call will be assigned within a department or job code in the following descending order of priority:

- a. Volunteers
- b. PRN
- c. Regular full-time and regular part-time employees.

LH will endeavor to rotate low census equitably among all employees within a department/unit, providing skills, competence, ability and availability are considered substantially equal as determined by LH. A low census rotation list will be maintained and accessible in each department and updated regularly.

LH may assign low census on a partial or full-shift basis, in its discretion. Employees assigned a partial shift low census after reporting to work shall be entitled to pay for time worked, or two (2) hours of pay at their base rate, whichever is greater.

If an employee's department or clinic is closed, the employees shall be considered mandatorily low censused and shall have the option to use accrued ETB.

In administering low census, LH will maintain a skill level mix appropriate to the remaining patient requirements. Employees may elect to use accumulated, unused vacation or paid personal leave to be compensated for hours lost due to the low census assignment.

A regular employee taking voluntary or mandatory low census shall not have his/her ETB and CIB leave accrual rates reduced as a result of being low-censused, and shall have the option of using accrued ETB.

An employee who is low-censused and desires additional hours to get up to the employee's approved hours shall notify the employee's Department Manager in writing.

**10.4 Low Census On-Call and On-Call Pay.** An employee who is mandatorily low-censused may be placed on-call by the Employer. An employee placed on low census on-call shall remain on-call, and be paid the applicable on-call rate, for four (4) hours, unless informed at the time he or she is placed on-call that the on-call will continue for longer than four (4) hours, in which case the employee shall be paid the applicable on-call rate until removed from on-call, or until the end of the employee's regularly-scheduled shift, whichever occurs first.

**10.5 Limited or Mandatory Low Census.** No regular full-time or regular part-time employee will be assigned more than one hundred (100) hours of mandatory low census ("mandatory low census") in a twelve (12) month period. No regular full-time or regular part-time employee will be assigned mandatory low census more than once in any payroll period. Voluntary low census will not count towards the foregoing mandatory low census limits.

## **ARTICLE 11 - EARNED TIME BANK**

**11.1 Eligibility.** Employees may continue to participate in the Earned Time Bank benefit per the conditions of this article and employer policy.

**11.2 ETB Pay.** ETB shall be paid at the employee's regular rate of pay.

**11.3 ETB Accumulation.** If during the duration of this agreement, the Employer changes ETB accrual rate terms for non-union employees, the Union may initiate a reopening of negotiations on Article 11. The Union may initiate a reopening of such negotiations by notifying the Director of Human Resources in writing of its intent. If the union reopens negotiations, such negotiations are limited solely to Article 11 ETB terms.

**11.4 Use of ETB.** ETB must be scheduled and used in accordance with applicable LH policies, procedures and department practices. Unit seniority shall be the tie breaker for prime time vacation requests but can only be used once per year. Employees may apply for non-Prime Time vacation up to one calendar year in advance.

**11.4.1 Prime Time Summer Season.** The prime time summer season shall be defined as May 15- September 15. During the prime time summer season, employees shall be allowed to request up to two (2) weeks off. The two (2) week period may be taken all at once.

**11.4.2 Winter Holiday and Spring Break requests.** Each department shall develop a process to ensure equitable rotation of vacation requests for (winter holidays and /

or spring break). The parties agree to develop an MOU in the labor management committee.

**11.4.3 Approved Leaves of Absence.** Employees may use ETB during an approved leave of absence up to their budgeted / approved hours. Employees may use their CIB bank prior to using ETB for a serious medical condition (surgery or hospitalization) or childbirth.

**11.5 Approval of ETB.** Once an employee has submitted their request for ETB, the manager will respond in writing within 14 days of the ETB request submission as to whether or not the request has been approved. If the request has been denied, the manager will include the reasons for the denial in the written response. Once ETB has been approved it cannot be changed unless by mutual consent. Departments with an existing practice of approving ETB within a set time frame may continue that practice, but managers must respond to requests within the 14 day deadline described above, or, in the case of departments utilizing a time off request deadline date, within 14 days following the deadline date.

**11.5.1 ETB Scheduling in Self Scheduling Units.** Requests for ETB during Prime Time dates in self scheduling units / departments must be submitted no later than 36 days prior to the issuance of the four to six week schedule.

**11.5.2: ETB Scheduling in Non-Self Scheduling Departments.** In departments not utilizing the self scheduling process, any request for ETB during non-Prime Time dates shall be submitted to the Department Manager no later than fifteen (15) days prior to the issuance of the monthly schedule unless mutually agreed otherwise. Requests for ETB during Prime Time shall follow current practice in each department ensuring equitable rotation of ETB requests.

**11.6 Payment of Accumulated ETB Upon Termination.** Upon termination of employment, employees will be paid for all available accrued ETB hours as of their last day of employment.

**11.7 ETB Donation.** Employees will be eligible to donate accumulated unused ETB to other LH employees in accordance with applicable LH policy. An employee may elect to donate their ETB to a specific employee. The Labor Management committee will review ETB donations each quarter.

**11.8 ETB Cash Out.** Employees shall have the opportunity to cash out any unused ETB hours per employer policy and IRS regulations. ETB will be cashed-out at 100% of the employee's regular rate of pay.

**11.9 Recognized Holidays.** The following are recognized holidays by LH:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving  
Christmas Day

**11.10 Work on a Holiday.** Any employee who works on a designated Holiday will be paid time and one-half (1-1/2) for all hours worked on that day.

**11.11 Employees who do not work on a Holiday.** Employees shall use ETB Holiday pay for the hours they would have been scheduled to work if not for the holiday.

## **ARTICLE 12 - CONTINUED ILLNESS BANK**

**12.1 Eligibility.** Employees may participate in the Continued Illness Bank benefit on the same basis as non-union employees.

Employees who are included in the July 1, 2008 grandfathered CIB retirement cash out shall continue to receive the cash out per the policy in effect July 1, 2008.

## **ARTICLE 13 - LEAVE OF ABSENCE**

**13.1 In General.** Employees may request and take Medical, Family Medical, Maternity, Parental or Family Leave in accordance with Logan Health policies. Logan Health, Family Medical, Disability/Maternity, Parental or Family Care Leave policies will comply with and meet all applicable Federal, State Medical or Family Leave minimums. Logan Health and Family Leave policies may, at its discretion, exceed applicable Federal or State medical or family leave minimums. As Federal or State laws may change, Logan Health will ensure it is compliant with those changes.

All leaves of absence, including medical leaves of absence, are to be requested by the employee in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A reply granting or denying the request and stating the conditions of the leave of absence, if granted, shall be given to the employee within thirty (30) days of the request. A leave of absence shall commence on the first day of absence from work.

### **13.2 Family and Medical Leave.**

**13.2.1 Family and Medical Leave Act.** Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of continuous service, an employee who has worked at least twelve-hundred and fifty (1250) hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to:

- a. Care for the employee's child after birth, or placement for adoption or foster care; or
- b. Care for the employee's spouse/domestic partner, child or parent(s) who has a serious health condition; or
- c. For a serious health condition that makes the employee unable to perform the employee's job.



The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

Ordinarily the employee must provide thirty (30) days advance notice to the Employer when the leave is foreseeable.

**13.2.3 Pay While On FMLA.** An employee may use ETB and CIB for FMLA per the ETB and CIB policies.

**13.3 Military Leave of Absence:** To support employees in honoring his/her military commitments, the employer shall offer Military Leave of Absence terms that comply with the Uniformed Services Employment and Reemployment Rights *Act* of 1994 (*USERRA*).

Military Leave of Absence provides employment reinstatement protection and benefits-continuity for eligible employees during the leave. Employees are responsible for his/her portion of all applicable premiums during the leave of absence. The employee, at his or her discretion, may utilize ETB time in conjunction with the leave of absence.

The employer shall comply with USERRA, which establishes rights and responsibilities for uniformed service members and his/her civilian employers.

**13.4 Personal Leave of Absence:** Employees are eligible for up to six (6) weeks of Personal Leave of Absence with the option to apply for an additional six (6) weeks per rolling year. Personal Leave provides employment protection and benefits-continuity for eligible employees during the leave. Employees must utilize any accrued ETB and/or CIB in conjunction with this leave of absence. Employees utilizing this leave are considered continuously employed, but time on leave is not considered service time and does not accrue benefits.

Personal leaves are continuous and are not available on an intermittent basis. Personal leaves may not be taken for employment in other jobs.

Employees are encouraged to make leave of absence requests with as much advance notice as possible. Management retains discretion to approve or deny each request.

During the Personal Leave, employees are responsible for their portion of all applicable insurance premiums.

Personal leave requests related to employee or family member medical conditions must be accompanied by the FMLA provider certification form. Return to work from a personal leave of absence due to the employee's personal medical condition requires submission of FMLA provider certification releasing the employee to work.

The employer is not expected to maintain the employee's position during the leave. The employer may return the employee to work in a similar job or the employee may select the next open job for which s/he is eligible if no openings are available at time of return from a Personal Leave.

**13.5 Bereavement Leave.** Paid bereavement leave is granted to full-time and part-time status employees when the death of a family member occurs. Bereavement benefits are on a per occurrence basis. Eligibility begins immediately upon hire for eligible employees.

1. Eligible employees will be granted:
  - A. Five (5) days due to the death of a spouse, father, mother, child, sister, brother, step-father, stepmother, step-son, step-daughter, step-brother or step-sister.
  - B. Three (3) days due to the death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece, nephew or person living as an integral member of employee's household.
2. Paid bereavement leave will be granted only for those shifts the employee was scheduled to work.
3. Bereavement leave may be used to attend the funeral / memorial service or to allow employees to settle estate matters of the deceased family member.
4. An employee is paid bereavement leave at his/her base rate. Bereavement leave does not count as time worked when computing overtime pay.
6. Earned Time Bank (ETB) may be used if additional time off is needed. Requests for additional time off are subject to supervisor approval.
7. LH reserves the right to request verification of relationship and/or death.

**13.6 Jury Duty.** A full-time or part-time status employee, who is summoned to Jury Duty or a LH work related court appearance, will be granted a leave from work time that coincides with the time required.

1. Full-time and part-time status employees will be compensated for time missed from work due to Jury Duty or a LH work related court appearance. Per diem and temporary employees are not eligible for this compensation.
2. Compensation will be based on the employee's base rate and hours scheduled, but not worked, due to Jury Duty or a LH work related court appearance.
3. Eligible employees who are summoned for Jury Duty or a LH work related court appearance will be granted time off.
4. The employee must notify his/her supervisor immediately and present the subpoena or other documentation which gives the instructions to report for duty.
5. A copy of the subpoena must be submitted to Human Resources.
6. The supervisor will proceed with rescheduling staff during the employee's absence.
7. A copy of the Certificate of Jury Service from the court, detailing the days served must be submitted to Human Resources.
8. Employees subpoenaed for proceedings not involving LH will be eligible to utilize ETB per policy guidelines.

**13.7 Return from Leave.** For approved leaves under the Family and Medical Leave Act, the Employer will return the Registered Nurse to the position and shift they held prior to the approved leave or an equivalent position. For leaves greater than what may be approved under the Family

and Medical Leave Act, the Registered Nurse may apply for any open positions they are qualified for and have seniority recognized per Articles 6.1.1 and 6.1.2. Approved leaves of absence of less than one year shall not impact department or hospital seniority.

**13.8 Leaves and Seniority:** Unless leave of absence time is accompanied by use of paid time off benefits ETB or CIB, leave time exceeding three weeks does not count toward seniority.

**13.9 Union Leave.** Subject to advance notice and supervisor approval an employee may take up to fourteen (14) days off without pay per year to assume a position with the Union not to exceed sixty (60) days off cumulatively,

## ARTICLE 14 - HEALTH AND SAFETY

**14.1 Safe Workplace.** The Employer agrees to maintain a safe and healthy workplace in compliance with all federal, state, county and municipal regulations.

**14.2 Alcohol and/or Chemical Dependency.** The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable the chemically impaired employee to remain employed so long as performance expectations are maintained. Efforts should be made by the employee to identify these conditions and the treatment options at an early stage to prevent or minimize erosion in work performance. The Employer and the Union will encourage and support employee participation in treatment programs, including individually tailored return-to-work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued paid leave and/or medical leave of absence under the same terms as other health conditions. It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Employer and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures. The Employer and Union recognize LH Policy HR510 represents a fair, supportive approach to addressing employee's drug or alcohol issues, consistent with the terms described in this Article.

**14.3 Health and Safety.** LH is committed to providing education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure.

In the event of injury or exposure, the employee shall immediately report the injury to the supervisor. If the supervisor is unavailable, the employee shall report the injury to the House Supervisor.

LH's infection and exposure control policies and guidance shall be made available to all employees.

**14.4 Workplace Violence.** LH commits to prominent hospital-wide signage stating their Zero Tolerance Policy on Workplace Violence (including verbal and non-verbal threats). LH

acknowledges the right of nurses to remove themselves from a patient they believe presents an immediate risk of violence. The nurse shall immediately contact the supervisor, house supervisor, and/or director to report the circumstances. The nurse will be expected to participate in follow-up or review of the incident as necessary.

**14.5 Violence Protection Committee.** The employer agrees to establish a Workplace Violence Committee. The Committee will include four Registered Nurses selected by the Union and other employee stakeholders as deemed appropriate by management.

The committee will review workplace violence data and suggest interventions or trainings needed. The Committee's goal is to address workplace violence and develop a violence protection program that includes the elements of hazard and risk factor identification, training, reporting, post-incident response planning and program evaluation.

The committee will determine the frequency that it shall meet.

## ARTICLE 15 - GRIEVANCE PROCEDURE

**15.1 Grievance Defined.** A grievance is defined as any alleged breach by the Employer of any express terms or conditions of this Agreement. If an employee has a grievance, the grievance shall be submitted to the following procedure. In order to be subject to the following procedure, any grievance must be submitted at the first step of this procedure within ten (10) calendar days from the date when the employee was aware, or reasonably should have been aware, that a grievance existed. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

**15.1.1 Time Limits.** Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth herein shall constitute a withdrawal of the grievance. Any grievance filed on a timely basis which is unresolved following the meetings set forth in this grievance procedure, or due to a lack of a timely response, may be pursued to the next higher step. The moving party shall notify the other of their intent to do so.

**15.2 Step 1 - Nurses, Union Delegate and Immediate Supervisor.** The nurse shall first attempt to resolve the problem immediately with the nurse's immediate supervisor, and in no event later than ten (10) calendar days of the nurse's knowledge that the grievance exists. The Union delegate shall be present if requested by the nurse. The immediate supervisor shall be given seven (7) calendar days to resolve the problem. This provision shall not limit participation at this step by peer level personnel representing either party.

**15.3 Step 2 -Nurse, Union Representative(s) and Director of Human Resources.** If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse, to the best of his or her ability, shall reduce the grievance to writing, setting forth the detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the remedy sought, and shall present same to the of Human Resources within seven (7) calendar days of the immediate supervisor's decision. A conference between the nurse (and the Union representative(s), if requested by the employee) and the Employer shall be held within seven (7) calendar days following the receipt of the grievance at this Step. The Human Resources Director shall issue a written reply within seven (7) calendar days following the conference.

**15.4 Step 3 – Request for Reconsideration** If the matter is not resolved in Step 2, the grievance shall be referred in writing to the Human Resource Director for reconsideration by the grievant or the Union within seven (7) calendar days of the receipt of the Step 2 response. Within seven (7) days of receipt of the written notice, the Chief Nursing Officer or designee and Department Head involved and Director of Human Resources shall meet with the nurse and Union representative(s) for the purpose of resolving the grievance. The Chief Nursing Officer or designee will issue a written reply within seven (7) calendar days of the meeting of the parties.

**15.5 Step 4 – Arbitration.** If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Chief Nursing Officer or designee. After notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If within fourteen (14) days the Employer and the Union fail to agree on an arbitrator, the Union shall promptly request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator.

**15.5.1** The Arbitrator's decision shall be final and binding on all parties, subject to the following terms and conditions. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. If the Arbitrator finds that the Employer was not limited by this Agreement from taking the action grieved, the Arbitrator shall have no authority to limit the Employer's action and shall not substitute his or her judgment for the Employer's so long as that judgment is based upon established criteria and exercised in good faith. Any dismissal by the Arbitrator, shall bar any further arbitration of the grievance that was dismissed by the Arbitrator.

**15.5.2** Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expense jointly incurred by mutual consent incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

**15.6 Termination.** Step 4 of this grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution (including Step 4) regardless of the expiration date of this Agreement. Grievances arising after the expiration date of this Contract may be pursued through Step 3 only and shall not be subject to arbitration.

## **ARTICLE 16 - NURSE STAFFING COMMITTEE**

**16.1** A Nurse Staffing Committee (NSC) shall be established to discuss and review staffing concerns and solutions.

The NSC shall consist of up to twelve (12) representatives of the Union and ten (10) Employer members. The NSC can agree to add more members to the committee as necessary. Both the Employer and the Union shall name a co-chair. Co-chairs will alternate responsibility for assembling the agenda and taking minutes each session. Union organizers and Logan Health human resources representatives may attend the Nurse Staffing Committee at their discretion. Nurse Staffing Committee members shall be paid at their regular rate of pay for attending meetings, however time in attendance is not considered time worked.

The NSC shall meet every other month, unless otherwise agreed to by the NSC.

**16.2** The NSC agenda shall include current staffing issues and the following standing agenda:

- 1) Recruitment and retention
- 2) RN resident and preceptor status
- 3) Resource pool status
- 4) Unit staffing metrics
- 5) Units of concern
- 6) Problem solving and recommendations
- 7) Provide input and review the new API Patient Classification-Acuity Tool and discuss any potential staffing issues that may arise as a result of using the acuity tool.

**16.3** NSC members may request agenda items in advance of the meeting. To insure both the Employer and the Union can properly prepare to address agenda items, agenda shall be finalized no later than one week prior to the scheduled meeting.

**16.4 Review of Assignment Despite Objection (ADO) forms.** The Union and the Employer shall follow existing practice in the review of Assignment Despite Objection forms. Both parties will make a good faith effort to resolve ADOs at the unit / department level prior to escalating them to the Nurse Staffing Committee.

## **ARTICLE 17 - LABOR/MANAGEMENT COMMITTEE**

### **17.1 PURPOSE**

The purpose of the Labor/Management Committee shall be:

- a. To foster improved communications between the Employer and the nursing staff.
- b. To assist with personnel and other mutual problems, as well as Recruitment and Retention of Nursing staff, Working Conditions, Safety and Workplace Violence and other initiatives.
- c. To oversee and coordinate the work of the Nurse Staffing Committee

### **17.2 SCOPE**

- a. May assign agenda items for the Committees.
- b. Charter ad hoc committees.

- c. Work with co-chairs of the Committees to maintain and encourage membership on the committees.
- d. Communicate committee activities; minutes and related materials to all areas where nursing is practiced.

### **17.3 MEMBERSHIP**

- a. The Committee shall be established on a permanent basis and shall consist of ten (10) representatives of the Employer and ten (10) representatives of the nurses, selected by the Union. One of the Employer representatives shall be the CNO. The parties may agree to meet without all representatives present.
- b. The parties will annually appoint co-chairs for the committee, one of whom will be a union nursing representative and one of whom will be a management representative. The co-chairs will develop agendas prior to each meeting and facilitate interest-based discussions. Decisions will be made by consensus. When either co chair believes it is necessary to have additional persons attend the meeting, they will make a good faith effort to give at least seven (7) days advance notice to the party of the persons they intend to have present and the reasons for the appearance. The parties will cooperate to minimize the numbers of non-members in attendance at any one time in order to maximize the effectiveness of the meeting.

### **17.4 MEETING FREQUENCY**

The Committee will meet monthly for at least sixty minutes unless the members of the Committee agree to more or less frequent meetings. Each Committee member shall be given release time or be compensated at the appropriate base hourly rate for the time spent attending Committee meetings. Minutes shall be taken at the Labor Management Committee and shall be posted by committee members on all nursing units once approved by the committee co-chairs. Union organizers and Logan Health human resources representatives may attend the Labor Management Committee meetings at their discretion.

**17.5 Federal Mediation and Conciliation Service.** The Parties agree to utilize the assistance of the Federal Mediation and Conciliation Service in facilitating the conduct of the initial sessions(s) of the "Labor Management Committee" provided for in the above, with a view toward maximizing the efficiency and productivity of the "Labor Management Committee."

## **ARTICLE 18 - TRAINING AND EDUCATION**

### **18.1 Education**

#### **Tuition Reimbursement:**

##### **1. Employee Eligibility**

- A. Completion of twelve (12) months of employment.
- B. Be a full-time, part-time, or per diem employee who has worked a minimum of eight hundred thirty two (832) hours in the preceding twelve (12) month period.

C. No active corrective action on file and demonstrate behaviors consistent with Logan Health's policies and commitment to excellence.

D. Meet eligibility requirements at the time the course is completed.

**2. Academic Coursework Eligibility**

A. Related to the employee's present job or to prepare the employee for future advancement.

B. Pass/Fail courses will be reimbursed at 100% for a pass.

Grade A	100% reimbursement
Grade B	100% reimbursement
Grade C (pass)	100% reimbursement
Below Grade C	0% reimbursement

C. Course may be for academic credit, or non-credit if approved in advance by the applicant's department manager and HR Director.

**3. Professional Development Coursework**

A. This type of education is not supported through LH's Education Assistance Policy.

B. Financial assistance for professional certification coursework **may be** available through an employee's respective department. Such support is considered on a case-by-case basis, is funded at the department level and requires department manager as well as assigned Administrative Representative approval.

**4. Reimbursement Schedule**

A. For employees who worked a minimum of eight hundred thirty two (832) hours in the twelve (12) months immediately preceding the request for tuition reimbursement: reimbursement of expenses for tuition, books, and required fees, up to a maximum of three thousand five hundred dollars (\$3,500) per calendar year.

**5. Work Commitment**

A. Employees who receive tuition reimbursement will agree to a work commitment equal to one year for each year that the employee receives tuition reimbursement.

B. If the employee separates from the organization prior to completing the work commitment, they will be responsible for repaying a pro-rated portion of the amount of the total awarded tuition reimbursement.

C. The work commitment will begin when the reimbursement payment is sent to the employee.



**18.2 Continuing Education:** Employees may participate in employer-sponsored and provided continuing education opportunities.

## ARTICLE 19 – ALERT

The following language in this article applies to the ALERT Department.

**19.1 Training:** LH will continue to provide all legal and regulatory required training demanded by each represented job code and / or department requirements within the mandated timelines.

**19.2 Equipment.** The following equipment will be provided by LH:

- Nomex flight suits 2 flight suits for full time and part time nurses and one (1) flight suit for a PRN. Suits will be replaced as needed.
- Helmet
- Disposable Hearing protection devices
- Eye protection
- Coats

Additional allowance – LH will provide up to \$200.00 annually for employees, prorated by FTE, for the purchase of additional work related gear. Receipts must be provided for reimbursement and LH reserves the right to require that items portray a professional image.

Employees will be responsible for the normal upkeep of the equipment issued by the Employer. The replacement of unserviceable or lost items will be made upon surrender of the items or proof of loss in accordance with terms of the list of equipment above.

Safety equipment will be replaced when the manufacturer's timeline indicates expiration. The A.L.E.R.T. Safety Committee may recommend the issuance of additional equipment/clothing for all A.L.E.R.T. nurses, or for a specifically unique mission type.

**19.3 Stuck Out of Town.** If an employee is unable to return from an out-of-town trip due to weather, mechanical, or other reasons, LH will pay the employee for missed, scheduled work time resulting from the delayed return and for all time that exceeds the scheduled shift. An employee will not be paid for time sleeping that exceeds their scheduled shift. Additionally, the employee shall be eligible for reimbursement of lodging and meal expenses not to exceed the established per diem rates, and reasonable transportation expenses.

**19.4 Hours of Work and Overtime.**

### 1. Work Day.

The union and management will continue to respect the current practice of 48 hour shifts as a standard, with the following exceptions:

- The A.L.E.R.T. Neo/Peds team works alternating 36 hour schedules one week and a 48 hour schedule the following week, consistent with current practice.

- If an apparatus is out of service or unable to travel due to weather management may assign crew low census per the guidelines set in Articles 10.3, 10.4, and 10.5, education and public relations, on-call from home, or floating to a different department.
- Any change in regular work schedule is subject to terms described in Article 7.11 and Article 10.

The Employer and the Union will make a good faith effort to discuss changes to the scheduled length of a workday. Except in emergent medical situations, the employer will make a good faith effort to end duty shifts on time in an effort to minimize mandatory overtime.

## **2. Work Schedule.**

The Employer shall plan and post the work schedule consistent with current practice of each calendar year's schedule being laid out and posted as early as practical, but no later than November 1<sup>st</sup> of the year preceding the new schedule's start, which shall begin the 1<sup>st</sup> or 2<sup>nd</sup> week of January. The Employer will provide as much notice as possible to the affected employee when a schedule change is required. The employer and ALERT team member(s) will make a good faith effort to resolve required schedule change needs.

## **3. Work in Advance of Shift.**

When an employee at the request of the Employer reports for work in advance of the assigned shift and continues working through the entire scheduled shift all hours worked prior to the scheduled shift shall be paid at the appropriate call back rate.

## **4. Operational Safety.**

LH and the Union are committed to safe air medical operational practices. Issues that may affect crew and/or patient safety will be addressed by the A.L.E.R.T. safety committee, which will consist of 1 member each from maintenance, fixed wing pilots, rotor pilots, flight paramedics, peds/neo transport, and adult flight nurses and up to two ~~one~~ members of management/leadership. The chair person of the A.L.E.R.T. safety committee shall rotate yearly, but will not be chaired by a member of management. The ALERT Safety Committee will be consulted in development of risk assessment tools to be utilized in ground transport.

**19.5 Shifts Covered by Non-Bargaining Unit Employees** The Employer will make a good faith effort to ensure that PRN staff have adequate opportunities to meet their minimum shift number expectations.

**19.6 Floating.** A.L.E.R.T crew members must first and foremost be available to respond quickly to requests for medical transport. To this extent, while they may from time to time be utilized as a hospital resource for assisting other departments with tasks, flight crew on scheduled flight shifts are not to take primary patient care responsibilities for patients in other departments.

**19.7 Change in Working Conditions.** The Employer will give the Union notice of any changes in terms of employment and working conditions and the opportunity to bargain such changes. The Employer will also communicate operational changes (including but not limited to changes in crew skill mix, team configuration, daily work schedule, base location, or mode of transportation) to the unit and solicit feedback on such changes.

**19.8 Food and Lodging Reimbursement.** If an employee is unable to immediately return from out of town for weather, mechanical, or other reasons, the employee is also eligible for reimbursement for reasonable food and lodging expenses.

**19.9 Hazard Pay.** In light of the inherent risks and hazards associated with air medical operations, and the long standing practice of LH to recognize this risk through a pay premium for missions flown, and the fact that this pay premium has not been undated in over 18 years: A.L.E.R.T. team members shall be paid a hazard differential of \$3/hour when clock into an ALERT pay code.

**19.10 ALERT Continuing Education and Training.** Logan Health will continue to provide CEU-eligible TPATC and trauma/critical care training (or equivalent) in alternating years. Logan Health will provide additional training at least every other year based on professional development needs, in consultation with all ALERT staff.

The employer and employees may make mutually agreeable scheduling changes to accommodate education.

**19.11 Other Provisions.** All other provisions of the collective bargaining will apply to the A.L.E.R.T department.

## ARTICLE 20 - HOME OPTIONS

**20.1 Vehicle Use.** Logan Home Health and Hospice\_nurses may utilize mileage reimbursement for use of personal vehicle, described below:

1. Reimbursement: Logan Home Health and Hospice nurses shall be reimbursed for the business use of their personal automobiles at the IRS per mile rate plus a monthly car allowance stipend of \$100 pro-rated by FTE. PRNs will receive \$10 per shift worked, up to \$100 per month in addition to the IRS per mile rate. The Employer will make a good faith effort to have the automobile reimbursement check available by the 15th of each month.
2. The employer may provide vehicles for nurses to utilize for travel to/from patient appointments in outlying areas. If provided, the employer shall provide preference on a daily basis to those nurses who must travel the greatest distances during the workday.

**20.1 Cell Phone** The employer shall issue employees a company cell phone for work use, if the employee is required to utilize a cell phone in the course of the job.

**20.2 Religious/ Moral Objection:** Any employee who has a religious or moral objection to providing procedures, services, treatment, medications, or other care will promptly make the supervisor aware as necessary for arrangements to be made for transferring care of the patient to another employee.

**20.3 Home Options Staffing Committee.** A staffing committee made up of nurses and management will meet to develop and discuss staffing guidelines, acuity and staffing issues. The committee will meet at a minimum of quarterly but more if necessary.

**20.4 Patient Scheduling:** Nurses will collaborate weekly with the scheduling and care coordinator to ensure continuity of care, including but not limited to scheduling patients out two weeks ahead, coordination of admissions, resumption of care and recertifications. Nurses should submit their next week schedule by Wednesday of the preceding week. Visit frequencies will cover episode (Home Health) or benefit period (Hospice) and recertifications. Scheduling changes may be made based on staffing changes, patient cancellations, and other timely changes affecting patient needs or staffing levels.

The Case Manager should see his/her patient's at least once a week and notify scheduler of any patient visits which can be given to another nurse (Patient's with VFO of 1/week should not be scheduled on CM's day off). The CM or visit nurse or admit nurse will email the scheduler by 10 am each day, confirming his/her schedule. Case Management time for each nurse is based on size of case load, pro-rated based on 60 minutes per 5 patients standard. Intake/Referral Coordinator will email the nurse the upcoming admissions as soon as possible with date, diagnosis, details, patient phone number, and address.

**20.5 Visiting Nurse Non-Case Manager Daily Assignment.** Assignments that are made the day before will be confirmed by 1630. Any changes to the schedule that happen overnight will normally be confirmed by 0830 the next day. The Scheduler will make every effort to assign visiting nurses' patients as consistently as possible to ensure continuity of care for patients.

**20.6 Low Census.** Home Options will provide a low census sign up roster quarterly, in a central location, to allow nurses to sign up in advance. Preference for call off will be given to nurses signed up for low census.

**20.7 Call and Standby.** Call during the week will begin at 1700-0800 weekdays Monday-Friday. Weekend Call will begin on Saturday at 0800 to Monday at 0800 (24 hour shifts 0800-0800 Saturday and Sunday).

**20.8 Regular On Call Shifts:** The On Call nurse completes his/her regularly scheduled shift/assignment. he/she clocks out of the regular shift and then clocks into On Call shift. Nurses who work passed 1700 (9 or 10 hours shifts) will receive Charge Pay \$4.00/hr for hours worked after 1700 and before clocking into On Call Shift. (For example: a nurse who works 8-1830 and On Call after 1700, will receive one and one half (1 ½) hours Charge pay). To be eligible for on-call pay as described above, the RN must complete the entire scheduled day, (8 hour or 10 hour day).

**20.8a. Weekend Call.** Nurses who work Weekend shifts plus call , will receive Charge Pay (\$4.00/ hour) during their scheduled shift hours, before they clock into the On Call shift.

**20.8b Lead Pay.** The nurse who fields phone calls during a scheduled shift will receive \$4.00/hour Charge Pay differential while not On Call.

**20.8c Call Log.** The nurse will track his/her time on the On Call Log and submit to Supervisor in a timely manner. Log Call time will be paid at one and one half (1 ½) times the regular rate of pay.

**20.8d On Call Visits.** If a nurse is called out to visit a patient, the time is considered Call Back time from the time they take the call until the employee returns home or finishes documentation.

**20.8e On-Call Rest Between Shifts.** If a nurse has been called back to work while on- call, the nurse will notify their supervisor they need a later start the following day such that she has sufficient rest to safely perform her work assignments and her assignments will be modified.

**20.9 Availability:** The After Hours Coverage employee shall be available on an On Call basis to respond to patient calls via phone throughout the shift. Employees may engage in non work related activities as long as they are prepared for respond to calls, “fit for duty”, and ready to make home visits as required.

**20.10 Actual Hours Worked:** For purposes of tracking actual hours worked within the On Call shift, the following activities are included:

- Home visits, to include time spent for delivery of services at the home, travel time to and from patient’s home, documentation time and related phone calls.
- Phone calls, to include time spent talking with patient/family, related phone calls and documentation.
- Time spent during the shift for case conferences, meetings with supervisors, staff meetings, education/training as required by Employer.

**20.11 Floating:** Prior to the Employer assigning nurses to home health or hospice care duties, the nurse will be provided training and orientation as necessary to competently perform home health and hospice-related duties.

**20.12 Other Provisions:** All other provisions of the LH/SEIU agreement not inconsistent with this addendum shall otherwise apply.

## **ARTICLE 21 - NO STRIKE, NO LOCKOUT**

**21.1 No Strike.** During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, sympathy strike, walkout, slowdown or any other activity that interrupts, impedes or disrupts work, or the delivery of goods or services provided by the

Employer. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same.

**21.2 Discharge.** Any employee participating in any strike, picketing, sympathy strike, walkout, slowdown, work stoppage or other activity in violation of this Article shall be subject to immediate dismissal, or such lesser discipline as the Employer shall determine.

**21.3 No Lockout.** The Employer agrees that during this same time period, there shall be no lockouts.

## **ARTICLE 22 - CHANGE IN OWNERSHIP**

**22.1 Merger, Affiliation, or Business Partnerships.** Should the Hospital intend to sell the Hospital, or any part of its operations employing bargaining unit employees, or proceed with a merger, affiliation or business partnership that will either lead to the direct replacement or loss of employment by some bargaining unit employees or change of employer status for bargaining unit employees (collectively "business structure change") then:

**22.1.1** The Hospital shall give advance written notice to the Union. Such notice shall be in the form of a letter to the Union's President no less than one hundred and twenty (120) days prior to the effective date of such business structure change ("effective date"). Upon written request from the Union, the Hospital shall provide the Union with all portions of the business structure change agreement.

**22.1.2** Upon written request of the Union to the Hospital's Human Resources Department, the parties shall arrange to meet to discuss possible alternatives to such business structure change the (a) scope and reasons for the pending business structure change, and (b) any alternative measures that the Union believes the Hospital may implement that will reduce or eliminate such direct loss of employment by some bargaining unit employees (if any).

**22.1.3** Effects negotiations on the business structure change, as it pertains to bargaining unit employees, shall be on an expedited basis, commencing no later than 60 days prior to the effective date, with such process to end no later than one (1) week prior to the effective date.

**22.2** This Agreement shall be binding upon any successor Employer. The successor employer will employ all existing employees represented by the Union in the positions which they occupy at the time of the sale, merger or affiliation and under the same terms and conditions of employment existing at the time of the sale, merger or affiliation including, without limitation, existing FTE levels, shift, schedule, wage rate, differentials, existing seniority and accrued benefit levels. The successor employer will recognize all existing accrued benefits, including, without limitation, accrued ETB and CIB leave. The successor employer shall be bound to the membership provisions, voluntary payroll dues deduction authorizations and voluntary political

action fund deduction authorizations (i.e. SEIU-COPE program). A successor is to promptly transmit such deducted funds to the Union after closing of the business structure change. The Employer shall have the affirmative duty to call this provision to the attention of any successor organization. The Employer shall provide the Union with documentation that the successor has agreed to assume this Agreement at least sixty (60) days in advance of the business structure change.

### **ARTICLE 23 - MANAGEMENT RIGHTS**

Except as limited by the provisions of this Agreement LH possesses the sole and exclusive right to operate and manage its property and its workforce. This includes, but is not limited to: the right to direct, plan, and control operations; to change, add, or discontinue existing services or functions; the right to hire, including the right to determine the necessary qualifications, identity, and number of employees who will be hired or engaged to perform work; to determine performance expectations; to layoff, recall, transfer, or promote employees; to enter into contracts for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to promulgate, modify, and require observance of rules, regulations, and other policies governing work performance and expectations; to direct the activities of employees, and assign and delegate work; to schedule employees for work and determine the number of hours to be worked; the right to operate and manage all facilities; to determine utilization of technology; to establish and modify the organizational structure, introduce or change operating methods and processes, including defining clinical and practice expectations; the right to assign responsibilities or work duties to any staff member or employee for work which is within the person's scope of practice or licensure regardless of whether the employee is covered by this Agreement and regardless of the job classification of the employee; the right to subcontract for the performance of work or services regularly performed by employees covered by this Agreement; and the right to perform any other inherent managerial function not specifically limited by this Agreement.

### **ARTICLE 24 - GENERAL PROVISIONS**

**24.1 Effect of Invalidity.** This Agreement shall be subject to all present and future applicable federal and state laws. Should any provision or provisions become unlawful by virtue of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**24.2 Amendments.** Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

**ARTICLE 25 - ENTIRE AGREEMENT**

The foregoing represents the entire Agreement between the parties and supersedes any prior agreements or past practices. Both parties acknowledge that they had a full opportunity during negotiations to make any demands and proposals. There is no obligation on either party during the life of the Agreement to bargain collectively with respect to any matter, whether included or not included in this Agreement, except as provided for in this Agreement. This Agreement may be amended by the mutual consent of the parties in writing at any time during its term. Any agreements which add to or take away from the terms of this Agreement which are entered into between individual employees and the Medical Center shall not be deemed valid unless approved in writing by the Union.


**ARTICLE 26 - DURATION**

This Agreement shall become effective upon ratification, and shall remain in full force and effect to and including July 31, 2026 unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice by certified mail must be given to the Employer at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 11 day of October, 2023.

  
\_\_\_\_\_  
Craig Lambrecht, President  
Logan Health

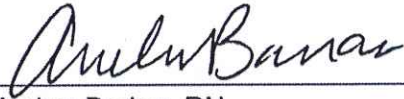
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Jane Hopkins, RN  
President, SEIU 1199NW

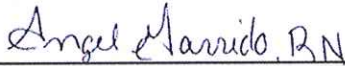
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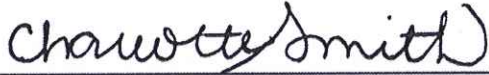
SEIU HEALTHCARE 1199NW MEMBERS



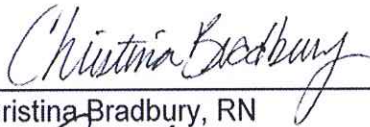
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Angel Garrido, RN



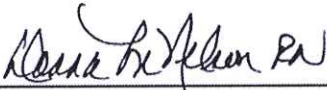
Charlotte Smith, RN



Christina Bradbury, RN



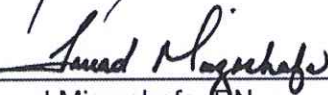
Cindy Hinzman, RN



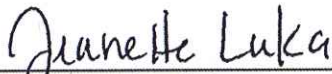
Donna Nelson, RN



Ellery Luikens, RN



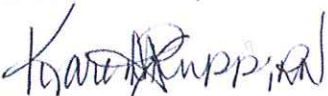
Fouad Mirzashafa, RN



Jeanette Luka, RN



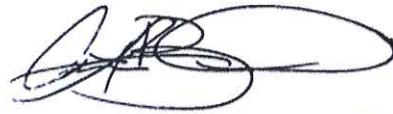
Jessica Dahlman, RN



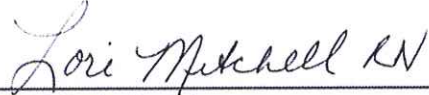
Karen Rupp, RN



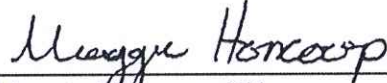
Kim Paulsen, RN



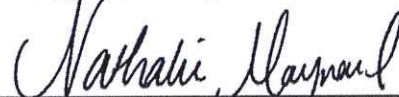
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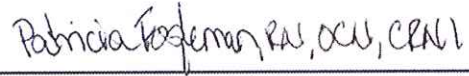
Lori Mitchell, RN



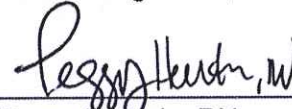
Maggie Honcoop, RN



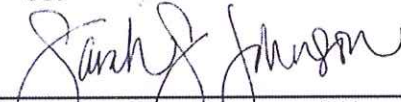
Nathalie Maynard, RN



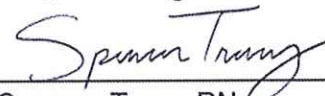
Patricia Fogleman, RN



Peggy Hertlein, RN



Sarah Shanklin-Johnson, RN



Spencer Tracy, RN

**Appendix A: Wage Scales**

Position Title	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	
Effective 8/13/23																											
RN Staff Nurse, RN LTC/TCU, RN Behav Health	32.89	33.55	34.22	34.91	35.60	36.32	37.04	37.79	38.53	39.31	40.10	40.90	41.71	42.55	43.40	44.27	45.16	46.06	46.86	47.69	48.51	49.37	50.23	51.11	52.00	52.92	
RN Outpatient	28.43	29.00	29.58	30.03	30.47	30.93	31.40	31.87	32.35	32.83	33.33	33.82	34.33	34.84	35.37	35.90	36.44	36.98	37.54	38.10	38.67	39.25	39.84	40.44	41.04	41.66	
RN Outpatient Spec/RN Surgery Center	30.66	31.28	31.90	32.54	33.19	33.85	34.53	35.22	35.93	36.65	37.29	37.94	38.60	39.28	39.96	40.66	41.28	41.89	42.53	43.16	43.81	44.47	45.14	45.80	46.50	47.20	
RN Primary Care Navigator	30.94	31.57	32.19	32.84	33.49	34.16	34.84	35.55	36.25	36.97	37.72	38.47	39.24	40.03	40.73	41.43	42.17	42.91	43.65	44.31	44.97	45.65	46.33	47.03	47.73	48.45	
RN Case Management	33.45	34.12	34.80	35.50	36.20	36.93	37.58	38.23	38.90	39.58	40.18	40.79	41.39	42.01	42.65	43.28	43.93	44.59	45.26	45.94	46.63	47.33	48.03	48.76	49.49	50.23	
Effective 7/14/24																											
RN Staff Nurse, RN LTC/TCU, RN Behav Health	34.21	34.89	35.59	36.31	37.03	37.77	38.52	39.30	40.08	40.89	41.70	42.53	43.38	44.25	45.13	46.04	46.96	47.90	48.74	49.60	50.45	51.35	52.24	53.16	54.08	55.03	
RN Outpatient	29.57	30.16	30.76	31.23	31.69	32.17	32.65	33.14	33.64	34.14	34.66	35.17	35.70	36.24	36.78	37.34	37.90	38.46	39.04	39.62	40.21	40.82	41.43	42.06	42.68	43.32	
RN Outpatient Spec/RN Surgery Center	31.89	32.53	33.18	33.84	34.52	35.21	35.91	36.63	37.36	38.12	38.78	39.46	40.15	40.85	41.56	42.29	42.93	43.57	44.23	44.89	45.56	46.24	46.94	47.64	48.36	49.09	
RN Primary Care Navigator	32.18	32.83	33.48	34.15	34.83	35.53	36.24	36.97	37.70	38.45	39.23	40.01	40.81	41.63	42.36	43.09	43.86	44.62	45.40	46.08	46.77	47.47	48.18	48.91	49.64	50.38	
RN Case Management	34.79	35.48	36.19	36.92	37.65	38.41	39.08	39.76	40.46	41.17	41.79	42.42	43.04	43.69	44.35	45.02	45.69	46.37	47.07	47.78	48.49	49.23	49.96	50.71	51.47	52.24	
Effective 7/13/25																											
RN Staff Nurse, RN LTC/TCU, RN Behav Health	35.41	36.11	36.83	37.58	38.32	39.09	39.87	40.67	41.48	42.32	43.16	44.02	44.90	45.80	46.71	47.65	48.61	49.58	50.44	51.33	52.22	53.14	54.07	55.02	55.98	56.96	
RN Outpatient	30.60	31.22	31.84	32.32	32.80	33.29	33.80	34.30	34.82	35.33	35.87	36.40	36.95	37.51	38.07	38.65	39.22	39.81	40.41	41.01	41.62	42.25	42.88	43.53	44.18	44.84	
RN Outpatient Spec/RN Surgery Center	33.01	33.67	34.34	35.02	35.73	36.44	37.17	37.91	38.67	39.45	40.13	40.84	41.55	42.28	43.01	43.77	44.43	45.09	45.78	46.46	47.16	47.86	48.58	49.30	50.05	50.80	
RN Primary Care Navigator	33.31	33.98	34.65	35.35	36.05	36.77	37.51	38.26	39.02	39.80	40.60	41.41	42.23	43.09	43.84	44.60	45.39	46.18	46.99	47.70	48.40	49.14	49.87	50.62	51.38	52.15	
RN Case Management	36.01	36.73	37.46	38.21	38.97	39.75	40.45	41.15	41.87	42.61	43.25	43.90	44.55	45.22	45.91	46.59	47.29	48.00	48.72	49.45	50.19	50.95	51.70	52.48	53.28	54.07	

**Appendix B (from 2021-2023 CBA):**

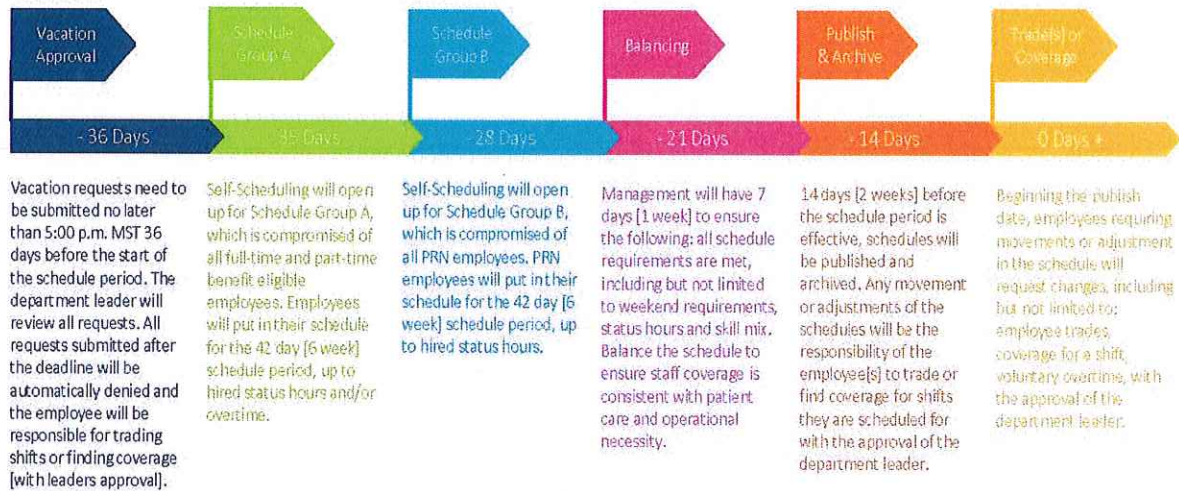
*\*\*\*LH shall make following clarifications/updates in CIB policy within 90 days following ratification:*

*Relapse - In the event an employee suffers a relapse of the same illness within five (5) calendar days of returning to work, the additional hours of illness shall be treated as part of the original illness for purposes of eligibility to access the CIB.*

*Unexpected/Emergent Hospitalization - In the event an employee is unexpectedly or emergently hospitalized, the employee will have access to his/her CIB accrual at the first day of absence due to the hospitalization.*

*On-going Treatment Following an Illness, Medical Procedure or Injury. If a medical condition of an employee or the employee's qualified family member requires on-going therapy and/or treatment (such as chemotherapy, radiation treatment and physical therapy), the additional hours of illness or on-going therapy and/or treatment shall be treated as part of the original condition for purposes of eligibility to access the CIB. The employee will not be required to use eight (8) hours of ETB (pro-rated for part-time employees) for each follow-up therapy and/or treatment as long as the employee has used the eight (8) hours (pro-rated for part-time employees) for the medical condition, illness, procedure or injury that precipitated the on-going therapy and/or treatment. This provision does not apply to ongoing maintenance of chronic conditions.*

## Appendix C: Self Scheduling Process



\* New employees and Nurse Residents becoming patient-bearing during a schedule period will work with leadership and the staffing office to obtain their schedule and will join the self-scheduling cadence beginning the next 6-week scheduling period.

