

**LABOR MANAGEMENT
COLLECTIVE BARGAINING AGREEMENT**

Between

BEVERLY HOSPITAL REGISTERED NURSES ASSOCIATION

**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/
UNION OF HEALTH CARE PROFESSIONALS
(UNAC/UHCP)**

NUHHCE, AFSCME, AFL-CIO

And

**BEVERLY COMMUNITY HOSPITAL ASSOCIATION
dba BEVERLY HOSPITAL**

MAY 8, 2012 – MAY 7, 2015

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ARTICLE 1 – RECOGNITION AND COVERAGE

101 Pursuant to the certification issued by the National Labor Relations Board on or about March 4, 2011 in Case No. 21-RC-21270, Beverly Community Hospital Association d/b/a Beverly Hospital (“Hospital”) recognizes United Nurses Associations of California/Union of Health Care Professionals, NUHHCE, AFSCME, AFL-CIO (“Union”) as the exclusive collective bargaining representative of the Registered Nurses employed at its facilities located at 309 West Beverly Boulevard, Montebello, California 90640 and 413 Poplar Avenue, Montebello, California 90640, in the following bargaining unit:

Included: All regular full-time, regular part-time and per diem Registered Nurses.

Excluded: All Patient Care Coordinators; Managers, Nurse-MCH; Administrative Supervisors; Chief Operating Officers; Vice-Presidents of Nursing; Directors, Acute Care Services; Directors, Nursing-Perioperative Services; Directors, Nursing Education; Directors, Nursing-Critical Care; Directors, Nursing-ECC; Supervisors, Women’s Service; Clinical Coordinators; Clinical Managers; RN Case Managers; Charge Nurses; Workers Compensation Case Managers; Nurse Practitioners; Clinical Systems Analysts; all other employees; office clerical employees; confidential employees; managerial employees; guards and supervisors as defined in the Act.

102 The Hospital and the Union agree that non-bargaining unit personnel employed by the Hospital, (including supervisors, managers and Charge Nurses), may perform clinical duties also performed by bargaining unit Registered Nurses, provided that the assignment of such work does not cause a previously scheduled bargaining unit Registered Nurse to have their scheduled shift cancelled.

103 Unless this Agreement clearly indicates to the contrary, whenever there is a reference to “Registered Nurse” or “Registered Nurses” in the body of this Agreement, it is a reference to the Registered Nurses represented by the Union as set forth in Section 101 above.

ARTICLE 2 – UNION MEMBERSHIP

201 No Discrimination

202 Except as specifically provided for in this Article, the Hospital shall not base any employment decision on whether a Registered Nurse has decided to become or remain a member of the Union.

203 Except as specifically provided for in this Article, there shall be no discrimination by the Hospital or the Union against any Registered Nurse or applicant for such employment on account of membership or non-membership in the Union, or due to their activities or views in support of or contrary to the Union.

204 Membership Requirements

205 All bargaining unit Registered Nurses who are employed as of the effective date of this initial Agreement or hired by the Hospital within thirty (30) calendar days following the effective date of this initial Agreement shall not be required to join the Union or have any financial obligation, whether to the Union or any charity, unless the Registered Nurse voluntarily chooses to do so.

206 All bargaining unit Registered Nurses hired on or after the thirtieth (30th) calendar day following the effective date of this Agreement, shall, as a condition of continued employment, and within thirty-one (31) calendar days following the beginning of such employment, either become a member in good standing of the Union or satisfy the financial obligations identified in Paragraph 208.

207 All bargaining unit Registered Nurses who are or become members of the Union, or who, in lieu of Union membership, pay service charges to the Union or make contributions to a charity, shall, as a condition of continued employment, either remain a member in good standing of the Union, or satisfy the financial obligations identified in Paragraph 208.

208 Registered Nurses who are subject to Paragraphs 205 or 206, and who elect not to be a member in good standing of the Union, can satisfy their financial obligations under Paragraphs 205 and 206 by either: (1) paying a service charge to the Union in an amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union; or (2) if the Registered Nurse has a religious or conscientious objection to joining or financially assisting a labor organization, contributing through payroll deductions to charitable organization(s) an amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

209 Maintenance of Membership

210 Registered Nurses who are required to maintain membership in the Union in good standing, and fail to do so shall, upon proper and lawful notice of such intended action in writing from the Union to the Registered Nurse and to the Hospital, be given thirty-one (31) calendar days' notice of termination, or shall be allowed to resign with proper notice.

211 New Employee Notice

212 At the time of employment, a copy of this Agreement and a self-contained packet of Union materials provided by the Union shall be given by the Hospital to each newly hired Registered Nurse. A written notice stating the Hospital recognizes the Union as the sole collective bargaining agent for the Registered Nurses covered by this Agreement and the current form provided by the Union for authorizing voluntary payroll deduction of periodic dues or charges will be included in the packet of materials.

213 Within thirty (30) calendar days after the ratification of this Agreement by the Union and the Hospital, the Hospital will provide the Union with a list of all Registered Nurses who are subject to this Agreement. The list shall contain each Registered Nurse's name, home address on file, current job title, last four (4) digits of their Social Security number, employee ID number, current rate of pay and hire date. Thereafter, the Hospital shall provide the Union with a list, monthly by electronic mail, containing this information for all Registered Nurses hired or transferred into positions subject to this Agreement since the provision of the prior list. The list shall also contain the names of all Registered Nurses who previously worked in positions subject to this Agreement but, since the provision of the prior list, either terminated or transferred to a position that is not subject to this Agreement.

214 Payroll Deduction of Union Dues

215 During the term of this Agreement the Hospital will honor written assignments of wages to the Union for the payment of periodic dues or service charges when such assignments are submitted on the standard form provided by the Union in compliance with applicable law. Dues or charges deducted shall be remitted along with a data listing on a monthly basis to the State Treasurer of the Union.

216 Indemnification

217 The Union shall indemnify the Hospital and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of and by reason of any action which may be made by any person or entity by reason of the provisions of this Article or of deduction of Union membership dues or service charges, which includes the cost of defending such claim. The Union will have no monetary claim against the Hospital by reason of failure to perform under this Article.

ARTICLE 3 – UNION REPRESENTATION

301 Association Representatives

- 302 An “Association Representative” is a Registered Nurse subject to this Agreement. The Association President shall serve as the Chief Association Representative. The Union shall notify the Hospital in writing of its duly authorized Association Representatives and the Hospital will not be obligated to deal with any others.
- 303 The functions of the Association Representative include, but are not limited to, the authority 1) to settle or assist in settling problems arising in connection with the application or interpretation of the Agreement, 2) to resolve grievances and 3) to serve as an Association Representative for Weingarten meetings.
- 304 In the extended absence of a regular Association Representative, for any reason, the Union shall have the right to appoint an alternate to serve during the Association Representative’s absence, and the Union will so advise the Human Resources Department in writing.
- 305 In the event of a grievance filed by or on behalf of a Registered Nurse, the Hospital and the Union, by mutual agreement, may schedule the grievance meeting either during or outside of the working time of either or both the Registered Nurse-grievant and the Association Representative assigned to the grievance. If the grievance meeting is scheduled during the working time of the Registered Nurse-grievant and/or the Association Representative, the time spent in the grievance meeting shall be considered hours worked for the either or both, as the case may be. Efforts shall be made to schedule grievance meetings on non-work time with a minimum of forty-eight (48) hours notice to the Registered Nurse-grievant.
- 306 The Hospital will uphold the Registered Nurse’s Weingarten right to Union representation in an investigatory meeting should it be requested. Should a Registered Nurse request an Association Representative to accompany the Registered Nurse in an investigatory meeting, the Hospital shall provide the Registered Nurse with the last list provided to it by the Union. If the Registered Nurse selects an Association Representative who is not on-duty or not readily available, the Hospital shall delay the investigatory meeting for up to twenty-four (24) hours, not taking into account weekends or holidays recognized by the Hospital. All those in attendance at the investigatory meeting shall act in a professional manner. Time spent by an Association Representative in an investigatory meeting shall be considered hours worked to the extent that the Association Representative was scheduled to work those hours.
- 307 If the Hospital has a good faith belief that (i) an on-duty Registered Nurse is under the influence of drugs or alcohol, or (ii) an on-duty Registered Nurse is not able to provide

quality patient care, and that the matter should be investigated promptly, the investigatory meeting need not be delayed if an Association Representative is on-duty or readily available, even if the Registered Nurse prefers to be accompanied by a different Association Representative. Under these circumstances, if an Association Representative is not on-duty or readily available, upon being contacted by the Hospital, the Union will make a Union Representative available as soon as possible so that the investigatory meeting can be conducted. Further, nothing in this Article shall interfere with the ability of the Hospital to conduct an alcohol and/or drug screening test, and to relieve the affected Registered Nurse of all job responsibilities until such time an investigatory meeting is conducted.

308 Union Business

309 Registered Nurses may conduct Union business during non-working time in the cafeteria, and other non-working areas, including nursing lounges, provided that no one else is using or wants to use the nursing lounge. Registered Nurses shall not conduct non-work-related business, including Union business, in patient care areas or working areas, nor during the working time of themselves or others, excluding lunch and break periods taken in non-patient care areas, unless approved in advance by the Chief Nursing Officer or Director of Human Resources in writing.

310 A Registered Nurse who wants to attend the UNAC/UHP three day convention that is held every even year, shall submit a written request pursuant to the Hospital's policy pertaining to requests for time off. The Hospital shall process the request pursuant to the policy. Time spent in connection with approved attendance at the conventions is not considered hours worked.

311 State UNAC/UHCP Officers and Staff Representatives

312 UNAC/UHCP Officers and Staff Representatives ("Union Representatives") who have legitimate Union business to transact under the provisions of this Agreement, may have access to areas of the Hospital that are open to the general public, and, nursing lounges to the extent provided in Section 309, to investigate and adjust grievances arising under the Agreement, provided:

(a) Such visit does not, in any manner, interfere with or disrupt the Hospital's business operations or services, or the performance of work by Hospital employees, or disturb patients or visitors.

(b) The Union Representatives shall not have access to patient care or other work areas. However, the Union Representatives may meet with Registered Nurses in nurse lounges provided that no one else is using or wants to use the lounge.

- (c) The Union Representatives must abide by all rules and regulations required of all visitors to the Hospital's premises.
- (d) Only those Union Representatives whom the Hospital has been advised, in writing, are authorized to visit the Facility for contract administration will be permitted to visit consistent with the provisions of this Article.
- (e) The Union Representative has notified the Chief Nursing Officer or Director of Human Resources Manager reasonably in advance of the visit, with the understanding that the visit may be delayed for operational or patient care reasons.
- (f) The Union Representative may park a car in a designated visitor space, but may not bring any other type of vehicle on Hospital property.

313 In the event that the Hospital allows other unions to meet on its premises, the Hospital shall not unreasonably deny a request by the Union for equal treatment.

314 Association Bulletin Board

315 The Hospital agrees to provide the Association with two locations for the placement of glass enclosed and locking bulletin boards to be provided by the Association: one on the first floor next to the Nursing Staffing Office, and the second in the Basement near the Credit Union. The Association shall maintain the bulletin boards and may use them to post and maintain notices regarding Association business. A copy of such notices shall be provided to the Human Resources and Nursing Administration at the time of posting. No Union notice may contain derogatory comments or statements.

316 New Nursing Employee Orientation

317 The Hospital shall make copies of the Collective Bargaining Agreement and general brochures describing the Union available at new nursing employee orientation sessions attended by Registered Nurses provided that the Union has supplied the Hospital with sufficient copies.

ARTICLE 4 – EMPLOYEE STATUS

401 Definitions

- 402 Regular Full Time Registered Nurse: A Regular Full Time Registered Nurse is regularly scheduled to work 72 hours or more during a two week pay period. A Regular full Time Registered Nurse is eligible for all benefits, subject to the terms of the particular benefit.
- 403 Regular Part Time Registered Nurse: A Regular Part Time Registered Nurse is regularly scheduled to work between 48 and 72 hours per two week pay period. A Regular Part Time Registered Nurse is eligible for certain benefits, subject to the terms of the particular benefit.
- 404 Per Diem Registered Nurse: A Per Diem Registered Nurse is not regularly scheduled but must be available to work four shifts, including two weekend shifts, during each four week period. Per Diem Registered Nurses are not eligible for benefits other than those mandated by law. Per Diem Registered Nurses sign a Per Diem Agreement.
- 405 Casual Per Diem Registered Nurse: A Per Diem Registered Nurse is not regularly scheduled but must be available to work less than forty-eight (48) hours during each four week period. Casual Per Diem Registered Nurses are not eligible for benefits other than those mandated by law. Casual Per Diem Registered Nurses sign a Per Diem Agreement.
- 406 Temporary Registered Nurse: A Temporary Registered Nurse is employed for a specific term, on a temporary basis, or to perform a specific task. Temporary Registered Nurses are not eligible for benefits other than those mandated by law, nor are they covered by this Agreement.

ARTICLE 5 – NON-DISCRIMINATION

- 501 The Hospital and the Union in the performance of this Agreement agree not to unlawfully discriminate against any Registered Nurse because of race, gender, age, color, religion, national origin, sexual orientation or other legally protected status in accordance with applicable Federal, State and local law including the National Labor Relations Act.
- 502 Nothing in this Agreement shall be construed to preclude the Hospital from making reasonable accommodations or otherwise complying with the obligations imposed by the Americans with Disabilities Act, the Fair Employment and Housing Act, or any other applicable law.

ARTICLE 6 – HARASSMENT

- 601 The Hospital and the Union are committed to providing a work environment that is free of unlawful harassment, including harassment made unlawful by the applicable provisions of the Fair Employment and Housing Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the National Labor Relations Act. The Hospital and the Union both agree that they will take all legally required steps to prohibit such unlawful harassment.
- 602 The Hospital and the Union also are committed to providing a work environment that is free of unlawful retaliation on account of a Registered Nurse having made a good faith complaint of unlawful harassment or unlawful discrimination or having, in good faith, participated in an investigation concerning allegations of unlawful harassment or unlawful discrimination.

ARTICLE 7

PATIENT CARE ADVOCACY, SUPERVISION AND PROFESSIONAL RESPONSIBILITY

701 Staffing Ratios

- 702 The Hospital shall use its reasonable, best efforts to comply with all applicable staffing requirements mandated by federal and state laws and regulations, including Title 22 of the California Administrative Code. The Hospital and the Union shall work together in good faith to implement required staffing levels for all patient care units covered by Department of Health Care Services (DHCS) nurse-to-patient staffing ratio regulations, and to implement appropriate staffing levels in non-covered units.

- 703 A copy of the relevant portion of the DHCS nurse-to-patient staffing ratio regulations shall be posted in each patient care unit in which the regulations apply. Should the staffing requirement mandated by applicable law change during the term of this Agreement, upon request, the Hospital will meet with the Union to discuss the impact, if any, of the change.

- 704 The Hospital, in its sole discretion, may staff nursing units at a level above the applicable minimum staffing requirements.

705 Staffing Issues

- 706 Issues regarding the application and interpretation of this Article 7 may be raised with Department Directors, the Patient Classification Committee described below, the

Beverly Professional Practice Council (BPPC) described below, or the Clinical Leadership Committee, and are not subject to the dispute resolution procedure contained in this Agreement.

707 Patient Needs Staffing System

708 The Hospital will have a staffing system based on assessment of patient needs in conformance with the applicable requirements of Title 22 of the California Administrative Code.

709 Any Registered Nurse may make recommendations to the Hospital regarding changes to the staffing system.

710 Patient Classification Committee

711 The Hospital shall maintain a Patient Classification Committee (“PCC”) as required by Title 22 and will include as participants the appropriate number (fifty percent (50%) of the total Committee membership) of Registered Nurses who provide direct patient care. A copy of these requirements shall be available in the Nursing Office. The Union may nominate five (5) Registered Nurses to serve as potential Committee members. The Hospital shall select one (1) of these Registered Nurses to serve as a member of the Committee, either instead of or in addition to the other Registered Nurse members of the Committee.

712 Float Assignments

713 All Registered Nurses shall be assigned to a particular department or unit in a position for which they are qualified and/or certified to work.

714 Registered Nurses may be required to float to a different department or unit within their Hospital Float Zone. Provided that the requirements of Paragraph 717 are met, a Registered Nurse may be floated outside of their normal Hospital Float Zone if the Director determines that such is needed for reasons of quality patient care or satisfaction of the applicable nurse-patient ratios. A Registered Nurse also may be floated outside of their normal Hospital Float Zone if assigned patients of the type normally treated on the units in the Registered Nurse’s Hospital Float Zone. A Registered Nurse also may be required to accompany a patient transferred into a unit outside of the Registered Nurse’s Hospital Float Zone for the purpose of continuity of care or patient safety.

715 The Hospital Float Zones are as follows:

Maternal Child Health	Medical / Surgical	Telemetry	Intensive Care Unit	Emergency Care Center	Surgery Services
L&D	Med/Surg – Tower 4	Med/Surg – Tower 4	Telemetry	ICU	GI Lab
Nursery	Med/Surg – Tower 5	Med/Surg – Tower 5	Special Procedures		OR
Obstetrics	<u>RN with ACLS*</u>	Emerson	ECC		PACU
Pediatric Patients	Telemetry*	ICU	Emerson**		OPS
	Emerson*				
	OPS*				
	West/East*				

Legend:

- | | |
|---------------------------------------|--|
| Emergency Care Center (ECC) | Outpatient Surgery (OPS) |
| Gastrointestinal Laboratory (GI Lab) | Post Anesthesia Care Unit (PACU) |
| Intensive Care Unit (ICU) | West/East (Med/Surg Adult Overflow) |
| Labor & Delivery (L&D) | Advanced Cardiac Life Support (ACLS) |
| Maternal and Child Health (MCH) | Pediatric Advanced Life Support (PALS) |
| Medical/Surgical (Med/Surg) - Tower 4 | Registered Nurse (RN) |
| Medical/Surgical (Med/Surg) - Tower 5 | Emerson** (Tele or ICU patient(s) must be present) |
| Operating Room (OR) | |

716 When floating Registered Nurses, the Hospital shall make a good faith effort to be in compliance with all applicable federal and state laws and regulations, including Title 22 of the California Administrative Code.

717 Registered Nurses who are floated shall only be assigned to perform duties for which competency has been validated and shall be oriented to the newly assigned work unit prior to being required to perform any duties. New orientees will not float during their three (3) month introductory period and until competency and orientation

requirements have been met. New graduates will not be floated until they complete their initial clinical orientation and their first year of employment with the Hospital as a Registered Nurse.

- 718 Registered Nurses shall be selected to float in the following order:
1. Volunteers
 2. Qualified Registry/Travelers, if the Hospital has satisfied its work commitment, if any
 3. Supplemental Shift Assignment (SSA)/Scheduled Overtime
 4. Per Diem Registered Nurses (per the procedure set forth in Paragraph 720)
 5. Regular Part Time Registered Nurses working an additional shift at their straight time hourly rate (per the procedure set forth in Paragraph 720)
 6. Regular Part Time Registered Nurses and Regular Full Time Registered Nurses (per the procedure set forth in Paragraph 720)
- 719 Exceptions to or departures from, the order sequence set forth in Paragraph 718 may occur if, in the good faith judgment of the Hospital, such is necessary for reasons of quality patient care, including the presence of unique skills.
- 720 Each Department shall maintain separate lists, by shift, of all Per Diem, Regular Part Time and Regular Full Time Registered Nurses, showing the dates on which the Registered Nurse floated and whether the floating was voluntary or required. The information on the lists, which shall be available to Registered Nurses, shall be the primary factor considered by the Hospital in determining which Registered Nurses will be required to float. In reviewing the lists, the Hospital shall consider the number of times and dates that the Registered Nurses have been floated during the last thirty (30) day period, along with which Registered Nurses are working on the shift. Claims that there is favoritism in the float selection process or that a Registered Nurse has been treated differently than other similarly situated Registered Nurses may be raised through the Dispute Resolution procedure.
- 721 Whenever a Registered Nurse is floated, the Charge Nurse will assign a core staff Registered Nurse to act as a resource.
- 722 Any concerns a Registered Nurse has about the Registered Nurse's competency for an assignment should be raised with the Charge Nurse/Department Director at the time the assignment is initially made. If concern is raised with the Charge Nurse, the matter will be discussed with the Department Director, if available, regarding the appropriateness of the assignment. If the conclusion is the assignment is appropriate, the Registered Nurse will accept the assignment. If the conclusion is the assignment is inappropriate, the assignment will be adjusted.

723 A float Registered Nurse will not be required to assume the Charge Nurse function, unless the Registered Nurse has been previously assigned as Charge Nurse on that unit and has demonstrated competency.

724 Any complaint this Article has not been complied with shall be reduced to writing and submitted to the Department Director, who will conduct an appropriate investigation, which shall include a meeting with the Registered Nurse and if requested by the Registered Nurse, a Union Representative or an Association Representative. The Hospital shall respond in writing to the Registered Nurse and the Union, no later than ten (10) calendar days from the date of receipt of the complaint.

725 A Registered Nurse acting in the capacity of a preceptor shall not be floated unless the Hospital has a good faith belief that no other available Registered Nurse working at the time has the necessary qualifications and competencies, or, if there is a Registered Nurse working at the time who has the necessary qualifications or competencies, the Hospital has a good faith belief that the Registered Nurse should be floated for reasons of quality patient care or nurse-patient ratios. In the case a preceptor is floated, the Hospital will assign another preceptor to the preceptee.

726 It is understood that where a Registered Nurse believes that this Article has not been complied with, the Registered Nurse shall nevertheless accept the float assignment, perform to the best of the Registered Nurse's capabilities and, if desired, file a complaint as set forth above.

727 Charge Nurses shall be included in the float rotation when assigned to work a shift as a staff Registered Nurse.

728 Cancellation of Scheduled Hours

729 The Hospital may cancel scheduled hours when it deems necessary. Registered Nurses in a Department shall be selected for cancellation in the following order:

1. Volunteers
2. Qualified Registry/Travelers, if the Hospital has satisfied its work commitment, if any
3. Supplemental Shift Assignment (SSA)/Scheduled Overtime
4. Per Diem Registered Nurses (per the procedure set forth in Paragraph 732)
5. Regular Part Time Registered Nurses working an additional shift at their straight time hourly rate (per the procedure set forth in Paragraph 732)
6. Regular Part Time Registered Nurses and Regular Full Time Registered Nurses (per the procedure set forth in Paragraph 732)

However, the Hospital may deviate from this selection order if it determines that such is needed for the maintenance of nurse-patient ratios or quality patient care, including a determination that the Registered Nurse who otherwise would be cancelled possesses unique skills or competencies. In lieu of cancellation, the Hospital may assign a Registered Nurse other duties consistent with their job description, for example, patient satisfaction or quality improvement activities.

- 730 Charge Nurses shall be included in the cancellation rotation when assigned to work a shift as a staff Registered Nurse.
- 731 An unscheduled Registered Nurse who is not on call, and who is called in to work with less than eight (8) hours of notice shall not be required to float, but may volunteer to do so.
- 732 Each Department shall maintain separate lists, by shift, of all Per Diem, Regular Part Time and Regular Full Time Registered Nurses showing the dates on which the Registered Nurse was cancelled and whether the cancellation was voluntary or required. A Registered Nurse who is cancelled prior to completing half or more of a scheduled non-SSA shift shall, for purposes of the lists, receive credit for an entire cancelled shift. The information on the lists, which shall be available to Registered Nurses, shall, along with quality patient care, be the primary factors considered by the Hospital in determining which Registered Nurses will be involuntarily cancelled. In reviewing the lists, the Hospital shall consider the number of times and dates that the Registered Nurses have been cancelled during the last thirty (30) day period, along with which Registered Nurses are working on the shift. Claims that there is favoritism in the cancellation selection process or that a Registered Nurse has been treated differently than other similarly situated Registered Nurses, may be raised through the Dispute Resolution procedure.
- 733 The Hospital shall attempt to contact the Registered Nurse regarding the cancellation at their phone number on file with the Hospital at least two (2) hours prior to the start of the scheduled work shift. If the Registered Nurse does not answer the phone, the Hospital shall leave, if possible, a message with the person answering the phone or on voice mail if the Registered Nurse has voice mail.
- 734 If the Hospital does not make a timely attempt to contact the Registered Nurse regarding a cancellation as provided in this Article, the Registered Nurse will, at the Hospital's discretion, be paid for four (4) hours, or provided with at least four (4) hours of work upon reporting to the Hospital, or provided any combination of work and pay totaling a minimum of four (4) hours.
- 735 Each Registered Nurse shall provide the Hospital with a current phone number at which the Registered Nurse can be reached.

- 736 The Hospital shall not cancel the scheduled hours of a Registered Nurse more than two (2) times during a four (4) week scheduling cycle. This restriction shall not apply to (i) voluntary cancellations, (ii) the closure of an entire unit for a shift or more, or (iii) the MCH units.
- 737 A Registered Nurse whose shift is cancelled shall be relieved of all duty during the hours cancelled.
- 738 A Registered Nurse who is cancelled either prior to the start of the scheduled shift or during a scheduled shift will not be placed on flex on-call status. A Registered Nurse scheduled to work in one of the Maternal Child Health departments, may be placed on flex on-call either prior to commencing work or during the shift if the Hospital determines that there is a realistic possibility that there will be an increase in staffing needs during the shift. A Registered Nurse who is placed on flex on-call will remain on-call for the entire shift unless, at the time placed on flex on-call, the Registered Nurse is told that the flex on-call period shall be less than the entire shift. Registered Nurses placed on flex on-call status shall be paid the flex on-call rate set forth in Article 14 of this Agreement.
- 739 The term “flex on-call” as used in this Article shall mean when the Hospital (i) at least two (2) hours prior to the start of the scheduled shift, contacts or attempts to contact a Registered Nurse pursuant to the procedure set forth in Paragraph 733 to inform the Registered Nurse not to report to work or (ii) during the shift, sends the Registered Nurse home prior to completion of the scheduled shift.
- 740 A regular full time or regular part time Registered Nurse who has lost scheduled non-SSA/overtime work hours due to having been cancelled shall be afforded an opportunity for available work during the same pay period in their normally scheduled unit. However, the Registered Nurse must have informed their Director, in writing or in an email sent to the Director’s Hospital email address, of the desire to have the work and may displace another Registered Nurse scheduled to work an SSA shift, or a Registered Nurse from a registry.

741 BEVERLY PROFESSIONAL PRACTICE COUNCIL (BPPC)

742 Purpose

743 The Union and the Hospital seek to improve professional performance and to assure the development and maintenance of the highest levels of patient care.

744 The Beverly Professional Practice Council (BPPC) is a representative body comprised of both management and bargaining unit Registered Nurses who recognize the evolving nature of nursing and who are committed to the practice of professional nursing. The

BPPC provides a collaborative setting to address issues, resolve problems and create general ideas for change regarding patient care issues. The BPPC develops and supports programs which enhance harmony and teamwork in a culturally diverse setting. The BPPC encourages professional growth and professionalism in accord with promoting continually improving patient care and a climate conducive to patient satisfaction.

- 745 The BPPC will develop annual goals and objectives that drive the Committee's work throughout the year. A portion of each meeting agenda should be devoted to collaborating on these goals and objectives and methods of implementation. Goals and objectives are to be determined by consensus and focus on the needs of patients, nursing staff, and managers.
- 746 A joint chairmanship will provide leadership for each BPPC. The joint chair positions will be held by one (1) member of Hospital management and one (1) bargaining unit Registered Nurse. The Hospital management members of the BPPC will select the management joint chair and an alternate, and the bargaining unit Registered Nurses will select the bargaining unit joint chair and an alternate. The joint chairs will be responsible for setting the agenda for each meeting, facilitating meetings, parliamentary duties, assigning responsible parties for follow-up assignments and/or other work supporting the goals of the committee, communicating changes regarding meetings, and ensuring minutes are taken and distributed in a timely manner. Minutes of each meeting shall be signed by both joint chairs. The Union may post copies of the agenda and the minutes of the BPPC on its bulletin board.
- 747 The parties will reduce to writing any agreements reached by the Hospital and the Union at a BPPC meeting.

748 Composition

- 749 The BPPC shall be composed of five (5) bargaining unit Registered Nurses, one from each of the five (5) Nursing Divisions, chosen by the Union and five (5) members of nursing management chosen by the Hospital. All bargaining unit members of the BPPC shall be licensed registered nurses with at least one (1) year of clinical nursing experience and have worked at the Hospital for at least one (1) continuous year as a Registered Nurse. In addition, bargaining unit Registered Nurses who are not selected to sit on the BPPC may, if requested by the joint chairs attend meetings on an ad hoc basis to add clarity and insight into issues being addressed. The assigned Union Staff Representative, a representative of the Hospital's Human Resources Department, and/or Nurse Managers may attend all meetings of the BPPC as an observer.
- 750 The BPPC joint chairs may appoint a sub-committee to address issues affecting individual units. BPPC sub-committees shall function under the same guidelines as the BPPC.

751 Meetings

- 752 The BPPC shall meet on days selected by the joint chairs, but in no event less than eight (8) times during each twelve (12) month period. Meetings can only be held if both joint chairs, or their designated alternates, and at least two (2) management and two (2) bargaining unit members who are regular members of the BPPC are present. If a joint chair is absent, an alternate joint chair will be selected by the respective BPPC members. Time spent attending meetings by Registered Nurses who are regular BPPC members shall be considered hours worked and paid at their normal straight-time rate, excluding all differentials or other premiums, up to a maximum of four (4) hours per meeting. In the event that the joint chairs mutually agree to meet for longer than four (4) hours, that time also shall be considered hours worked and compensated. Time spent in attendance by Registered Nurses who are not regular BPPC members at meetings of the BPPC shall not be considered hours worked or compensated unless requested to attend by both joint chairs.
- 753 A scheduled BPPC meeting shall not be cancelled unless by mutual agreement of the joint chairs or due to bona fide extenuating circumstances.

754 Responsibilities

- 755 The BPPC will review, discuss, and attempt to resolve professional nursing issues. Topics within the responsibility of the BPPC shall include, but not be limited to:

- Quality of care/national quality initiatives
- Care delivery systems
- Floating concerns
- Policies and procedures relating to Nurse Practice
- Professional practices
- Legal updates impacting practice of nursing
- Evaluation tools
- Literature review
- Nurse-patient ratios
- Staffing

- 756 An agenda item which has not been fully discussed may be carried over to the next meeting if authorized by the joint chairs.

- 757 It is the intent of the BPPC to reach mutually acceptable resolutions to all issues presented by either the Hospital or the Union.

758 Supervisory Duties

759 Registered Nurses shall perform all assigned duties that are within their scope of practice and competencies. Registered Nurses shall not be required to hire, discharge, discipline, transfer, lay-off, recall, promote or suspend other Registered Nurses.

760 Delegation of Duties

761 Subject to directions received from the Charge Nurse or other supervisory personnel, Registered Nurses shall determine those aspects of patient care which are to be delegated to non-bargaining unit employees based on the Registered Nurse's assessment of the patient's needs or condition(s), subject to and in accordance with Hospital directives and policies, and applicable law. The Hospital shall maintain a record of the credentials of non-bargaining unit employees regularly assigned to patient care units who are regularly assigned patient care functions in order to assist the Registered Nurses in delegating tasks under this Article.

762 Charge Registered Nurses

763 Consistent with Article 102, Charge Registered Nurses may assign themselves to relieve Registered Nurses during breaks, meals and other routine, expected absences from the unit.

764 Performance of Non-Nursing Functions

765 The Hospital shall not reduce the availability of support by Nursing Department support staff with the intent of increasing the number of non-nursing functions that Registered Nurses will be required to perform.

ARTICLE 8 – DISPUTE RESOLUTION

801 Grievance

802 A grievance is defined as a dispute regarding the interpretation, meaning or application of this Agreement or any of its provisions. Grievances shall be processed in accordance with the procedure set forth in this Article. In the event that the grievant is the Union, either on its own behalf or on behalf of one or more Registered Nurses, the Steps and time limits applicable to Registered Nurses set forth herein shall apply to the Union.

803 Step 1

804 The grievant, whether it be a Registered Nurse or the Union, must meet and discuss the event or situation giving rise to the dispute with the relevant Department Director

within fifteen (15) calendar days of the event. If the Registered Nurse is the grievant, and if requested by the Registered Nurse, an Association Representative may attend the meeting with the Department Director. This requirement must be satisfied before a written grievance is submitted at Step 2. However, if the meeting does not take place within the fifteen (15) calendar day period, the grievance shall be considered as being denied and may be submitted to Step 2.

805 Step 2

806 If the dispute is not resolved, within fifteen (15) calendar days of the Step 1 meeting, the grievance shall be put into writing and delivered by hand, facsimile, UPS next day air, or commercial messenger to the Hospital's designated representatives (the Administrative Director of Human Resources and the Chief Nursing Officer.) The written grievance shall include all pertinent facts, the provisions of the Agreement that the Registered Nurse/Union contends were violated, and the remedy desired.

807 Within ten (10) calendar days of receipt of the written grievance, a meeting shall be held with one of the Hospital's representative to discuss the grievance. The Registered Nurse, an Association Representative and Staff Representative may attend the meeting. The Hospital's representative should provide the Registered Nurse, the Association Representative and the Staff Representative with a written response to the grievance within fifteen (15) calendar days of the meeting.

808 Grievances involving the involuntary termination of a Registered Nurse may be initiated at Step 2, but must be initiated within fifteen (15) calendar days of the event or situation giving rise to the dispute. Union grievances filed on behalf of a group of similarly situated Registered Nurses shall be filed directly to Step 2, and must be initiated within fifteen (15) calendar days of the event or situation giving rise to the dispute.

809 If the Hospital's response in Step 2 is not satisfactory, the Union may submit the grievance to arbitration by notifying the Hospital in writing of its intent to do so. In order to be timely, the Union's notice must be received by the Hospital's Administrative Director of Human Resources within fifteen (15) calendar days after the Union's receipt of the Hospital's Step 2 response.

810 Arbitration

811 The following procedure shall apply if a grievance is submitted to arbitration.

812 Within fifteen (15) calendar days of the receipt by the Hospital of the written notification of intent to arbitrate, the parties shall attempt to agree on a neutral Arbitrator.

- 813 If the parties cannot agree on an Arbitrator, within fifteen (15) calendar days of the end of the period specified in Paragraph 812, the Union may send a written request to American Arbitration Association for a panel of eleven (11) Arbitrators on its Labor list of arbitrators. The Union shall pay the cost of the panel request, if any. Within fifteen (15) calendar days of the receipt of the list, the parties will select a single Arbitrator by alternately striking names from the list, the Union striking first, until one Arbitrator remains. If the Hospital objects to the use of the remaining arbitrator, the Hospital shall, within five (5) calendar days of being informed of the name of the remaining Arbitrator, advise the Union of its objection and send a written request to the American Arbitration Association for a panel of seven (7) Arbitrators on its Labor list of arbitrators. The Hospital shall pay the cost of the panel request, if any. Within fifteen (15) calendar days of the receipt of the list, the parties will select a single Arbitrator by alternately striking names from the list, the Union striking first, until one Arbitrator remains.
- 814 A hearing on the grievance shall be held at a time and place designated by the Arbitrator, and mutually agreeable to the parties, at which the Hospital and the Union shall present their respective positions, evidence, arguments, and, if desired, post-hearing briefs. The sole parties to the arbitration proceeding shall be the Hospital and the Union. The Arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit Registered Nurses.
- 815 The Arbitrator's authority is derived from this Agreement and the Arbitrator's jurisdiction is limited to the interpretation and application thereof. The Arbitrator shall not have authority to (a) amend or modify any provision of this Agreement; or (b) render an award on any grievance arising before the effective date, or after the termination date of this Agreement. If the grievance involves a claim under the National Labor Relations Act, the Arbitrator shall decide the issue. The fact that a grievance involves a claim under the National Labor Relations Act shall not deprive the National Labor Relations Board of jurisdiction, although the Hospital may ask the Board to defer processing of the case pending arbitration. Other than grievances involving claims under the National Labor Relations Act, the Arbitrator may not hear or decide claims under any other law.
- 816 The fees and expenses of the Arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Hospital and the Union.
- 817 Mediation**
- 818 If the Union submits the grievance to arbitration pursuant to this Article, either party may request a grievance mediation using an agreed-upon mediator. Notice of intent to mediate the grievance shall be provided to the Hospital or the Union within thirty (30) calendar days of the Union's notification of its intent to arbitrate the grievance. Mediation is voluntary, and either party may decline. However, if the parties agree to

mediate, the expenses and fees of the mediation (mediator's fee and the rental charge of the facility) shall be shared equally by the Hospital and the Union. If either party declines to mediate the grievance, or if the mediation fails to satisfactorily resolve the grievance, the grievance may proceed to arbitration in accordance with the terms of this Article.

819 Time Limits

820 The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended in writing by express agreement of the Union and the Hospital. If the Hospital fails to respond to a grievance within the time limits set forth in this Article, the grievance shall be considered to have been denied as of the date the response was due and may be appealed to the next step. In the event of a failure by the Registered Nurse or the Union to adhere to any of such requirements, the grievance shall be resolved on the basis of the Hospital's last response. In the event of a dispute over whether the grievant or the Union has failed to adhere to any of such requirements, the Arbitrator shall make that determination.

821 If the grievant is a single Registered Nurse, the Registered Nurse will be permitted time off to attend the Step 2, mediation and arbitration proceedings. If attendance at the Step 2 meeting occurs during hours that the Registered Nurse has been scheduled to work, the time spent in the Step 2 meeting shall be considered hours worked and paid for at the Registered Nurse's normal base straight-time hourly rate.

ARTICLE 9 – CORRECTIVE ACTION AND DISCIPLINE

901 Just Cause

902 The Hospital will maintain its Corrective Action and Discipline process. This process assists in the identification and resolution of work-related problems, including performance problems, through one-on-one communication and the corrective action process. The Hospital shall discipline or discharge a Registered Nurse only if "just cause" exists.

903 Whether "just cause" exists depends on all of the relevant factors. Examples of conduct that, depending on all the circumstances, may constitute "just cause" shall include, but are not limited to those set forth in the Hospital's Corrective Action and Disciplinary Policy, which is attached as Appendix A to this Agreement and is incorporated herein except as expressly modified in this Agreement ("Corrective Action Policy"), or unsafe or improper nursing activities, or conduct that has the potential to place the safety of patients or co-workers at risk, or jeopardize the operations of the Hospital. Nothing contained herein, or in the Corrective Action Policy, is to be construed as prohibiting a

Registered Nurse from engaging in conduct that is actually protected by the National Labor Relations Act.

904 Corrective Action and Discipline

905 The Hospital may not make substantive changes to the Corrective Action Policy without first notifying the Union of its intent and providing the Union with an opportunity to bargain about the proposed changes.

906 Depending on the situation, corrective action and discipline should use a system of progressive discipline, including verbal counseling, written counseling, disciplinary probation, suspension (disciplinary or investigatory), or termination. One or more steps in the corrective action process may be bypassed or repeated if appropriate under the circumstances. Other than in the case of an oral warning or counseling, the reasons for the corrective action shall be documented in writing. Copies of written discipline shall be placed in the Registered Nurse's official personnel file, and a copy provided to the Registered Nurse.

907 The Hospital generally will provide advance notice to a Registered Nurse so that the Registered Nurse will have an opportunity to correct behavior or conduct that is deemed to be inappropriate or not meeting standards. However, the Hospital and the Union recognize that there are circumstances in which advance notice is not appropriate.

908 Utilization of Documentation

909 In making a disciplinary decision based on or referring to written discipline more than two (2) years old, the Hospital shall take into account all relevant factors, including but not limited to (i) the amount of time that has elapsed between the prior written discipline and the disciplinary decision, and (ii) the Registered Nurse's performance and disciplinary history during the interim period.

910 Investigatory Meetings and Suspension

911 Registered Nurses subject to an investigatory meeting that may lead to discipline shall have the rights to be accompanied by an Association Representative set forth in Section 306 of Article 3 (Union Representation).

912 A Registered Nurse placed on investigatory suspension shall be informed of the reason for the suspension and its anticipated length. An investigatory suspension normally should not exceed seven (7) calendar days.

913 At the conclusion of the investigatory suspension, the Registered Nurse shall be informed of the results of the investigation, whether disciplinary action will be taken, and whether the Registered Nurse will be reinstated. Unless the Registered Nurse is terminated, or all or part of the investigatory suspension is converted into a disciplinary suspension without pay, the Registered Nurse shall be reinstated with back pay in an amount equal to the number of scheduled hours the Registered Nurse missed as a result of the investigatory suspension computed based on the Registered Nurse's base straight-time hourly rate, less any amounts representing the time that has been converted into a disciplinary suspension without pay.

914 Inspection of Personnel Files

915 There shall be one official personnel file for each Registered Nurse, which shall be maintained in the Human Resources Department.

916 Upon receipt of an advance written request, a Registered Nurse shall be permitted to inspect the Registered Nurse's official personnel file and any personnel documents maintained in the Registered Nurse's unit or department, including notices of formal disciplinary action, but with the exception of the following documents: records relating to the investigation of a possible criminal offense, letters of reference, and documents that implicate the privacy rights of others. If requested, the Registered Nurse shall be provided, without charge, with one copy of the documents inspected. The Hospital may charge the amount it normally charges for copying should the Registered Nurse request additional copies within a period of twelve (12) months.

917 A Registered Nurse shall be provided with copies of all formal disciplinary notices in the Registered Nurse's personnel file, and shall have the right to timely rebut in writing any formal disciplinary notice. Such written rebuttals, other than grievances timely filed under the Dispute Resolution procedure, shall be attached to the formal disciplinary notice and placed in the Registered Nurse's official personnel file.

918 Disagreement with Discipline or Discharge

919 If a Registered Nurse desires to contest a form of discipline, the Registered Nurse may either speak with the Department Director, Human Resources, or file a grievance pursuant to the procedure set forth in Article 8, Dispute Resolution, of this Agreement.

920 In the case where the Hospital agrees to revise a Registered Nurse's written discipline, a copy of the revised document shall be placed in the Registered Nurse's official personnel file and a copy provided to the Registered Nurse.

ARTICLE 10 – INTRODUCTORY PERIOD (PROBATION) AND EVALUATIONS

1001 Seniority

1002 Upon successful completion of the initial introductory period, a Registered Nurse's seniority will commence as of the first day of employment.

1003 Introductory Period

1004 All Registered Nurses who are newly hired shall serve an introductory period during the first ninety (90) consecutive days after the event. During such period, the Hospital may evaluate the Registered Nurse's performance and may discipline or discharge a Registered Nurse during the Registered Nurse's introductory period at its sole discretion, with or without just cause. Discharge and/or disciplinary action of a Registered Nurse during the Registered Nurse's introductory period cannot be challenged by the Registered Nurse or the Union. A Registered Nurse's introductory period may be extended by the Hospital at its discretion for one additional period of up to ninety (90) days to allow for additional assessment and training, in which case the Registered Nurse and the Union shall be provided with written notice of the extension.

1005 Evaluations

1006 The Hospital will maintain its policy of evaluating Registered Nurses at the completion of their introductory period(s), and at or about the end of their first year of continuous employment and yearly thereafter. Upon request, the Hospital shall provide the Registered Nurse with a copy of the written performance appraisal.

1007 Registered Nurses shall be given the opportunity to read and comment on their performance appraisal prior to placement in their personnel files. Within fifteen (15) calendar days of receipt of a performance appraisal, Registered Nurses may indicate their agreement or disagreement with any or all of the performance appraisal and provide written comments, which shall be placed in their personnel files along with the appraisal.

ARTICLE 11 – SENIORITY

1101 Definitions

- 1102 Except as specifically provided for in this Article, Seniority shall be defined as continuous service with the Hospital since the Registered Nurse's most recent date of hire by the Hospital. Seniority shall accrue for time worked in the bargaining unit as set forth in this Article.
- 1103 Hire Date shall be defined as the Registered Nurse's most recent date of hire. Unless prohibited by applicable law, Adjusted Hire Date shall be defined as the Registered Nurse's Hire Date adjusted by any leaves of absence of one hundred twenty (120) calendar days or more.
- 1104 A Registered Nurse who accepts a position outside of the bargaining unit shall be credited with all Seniority accrued prior to accepting the non-bargaining unit position if the Registered Nurse returns to the bargaining unit without a break in employment of more than ninety (90) calendar days.
- 1105 A Registered Nurse who is re-hired within ninety (90) calendar days of a prior termination, resignation, or retirement will be considered reinstated and will be assigned a Seniority date that will give credit for the prior Seniority date decreased by the period of time separated from the Hospital. A Registered Nurse who is re-hired within one hundred eighty (180) calendar days of a lay off will be considered reinstated and will be assigned a Seniority date that will give credit for the prior Seniority date decreased by the period of time separated from the Hospital.
- 1106 In the event that two or more Registered Nurses have the same effective Seniority date, their Seniority shall be determined by their Hospital identification number, with the lowest number being the more senior.
- 1107 Regular Full-Time and Regular Part-Time Registered Nurses shall accrue Seniority. Per Diem and all other Registered Nurses shall not accrue Seniority. However, a Per Diem Registered Nurse who never worked in a Regular Full-Time or Regular Part-Time status and who becomes a Regular Full-Time or Regular Part-Time Registered Nurse shall be assigned one (1) year of Seniority for every two (2) full years of continuous service previously worked in Per Diem status.
- 1108 A Regular Full-Time or Regular Part-Time Registered Nurse who accepts a Per Diem position shall retain her prior accrued Seniority. A Per Diem Registered Nurse who previously accrued Seniority while working in a Regular Full-Time or Regular Part-Time status who returns to Regular Full-Time or Regular Part-Time Status shall have the

Seniority that they previously accrued reinstated and added to any Seniority that they accrued pursuant to Paragraph 1107 while working in Per Diem status.

- 1109 Should a Registered Nurse change status from full time to part time, or part time to full time, the Registered Nurse shall retain his or her prior accrued Seniority. Benefit accrual shall be based on the current status and Hire Date/Adjusted Hire Date.
- 1110 Should a Registered Nurse's Seniority or Hire Date be adjusted as the result of a change in status, the Hospital shall notify the Registered Nurse of the change.
- 1111 Seniority shall not apply to a Registered Nurse until satisfactory completion of the Introductory Period, at which time they shall acquire Seniority retroactive to their last date of hire.
- 1112 Unless otherwise prohibited by applicable law, Seniority shall cease to accrue once a Registered Nurse has been on an approved leave of absence for more than one hundred twenty (120) calendar days, but the Registered Nurse's prior accrued Seniority shall be reinstated should the Registered Nurse return from the approved leave.

1113 Seniority List

- 1114 The Hospital shall prepare, maintain and post a seniority list to record the status of each Registered Nurse in the bargaining unit. The Hospital shall update the seniority list twice yearly, commencing with the effective date of this Agreement, and shall provide a copy of the seniority list to the Union. A copy of the current seniority list shall be maintained in the Nursing Office and be available for inspection by any Registered Nurse who so requests. Registered Nurses shall have thirty (30) calendar days from the date the seniority list is posted to protest any names or dates on the list. Thereafter, the seniority list shall be presumed correct and shall remain unchanged except for additions or deletions.

1115 Loss of Seniority

- 1116 A Registered Nurse's Seniority will be considered lost, and their employment will be terminated, for the following reasons:
- (a) If the Registered Nurse resigns, terminates (voluntarily or involuntarily), or retires;
 - (b) If the Registered Nurse has been laid off and not recalled for a period exceeding six (6) consecutive months or the Registered Nurse's continuous length of service in the bargaining unit position prior to the layoff, whichever is less;

- (c) If the Registered Nurse is absent without notifying the Hospital for three (3) scheduled work days, unless able to document a compelling reason for the failure to notify;
- (d) If the Registered Nurse fails to accept the position within seven (7) calendar days after being notified by the Hospital of recall from layoff;
- (e) If the Registered Nurse fails to report to work following the expiration of a leave of absence approved by the Hospital;
- (f) Unless prohibited by applicable law, if the Registered Nurse is on leave of absence for a period of twelve (12) months.

1117 Use of Seniority

- 1118 Seniority shall be one of the factors considered in connection with promotions, lay off and recall. A Registered Nurses' Adjusted Hire Date shall be used for purposes of the scheduling of annual performance evaluations.
- 1119 Specific provisions regarding other uses of Seniority are included elsewhere in this Agreement. Although some benefit accruals are based on Seniority, Seniority accrued during a period as a Per Diem Registered Nurse as provided for in Paragraph 1107 shall not be used for benefit accrual purposes.

1120 Reduction in Force (RIF) (Layoff)

- 1121 The intent of a Reduction In Force (RIF) (Layoff) is to make sure, in the opinion of the Hospital, that it has adequate staff to meet operational needs and that this can be accomplished within the financial constraints as determined by the Hospital. A Registered Nurse who is impacted by a RIF (Layoff) is considered to be in Layoff Status when the Registered Nurse has been involuntary changed to unpaid status for more than fourteen (14) consecutive days that the Registered Nurse otherwise would have worked.
- 1122 Prior to the implementation of a permanent RIF (Layoff), the Hospital will discontinue the use of registry and traveler Registered Nurses in the impacted department(s) provided that the Hospital has satisfied its contractual work commitment.
- 1123 In the event of a RIF (Layoff) that is expected to exceed fourteen (14) calendar days, the order of lay off in the affected department, shift and job category shall be in the order set forth below, provided the Hospital, in good faith, determines that the Registered Nurses to be retained are Qualified. The term Qualified as used in connection with a RIF (Layoff) means that the Registered Nurse possesses the necessary skills, education, clinical experience, ability and certification to perform the duties of the position.

- (a) Registered Nurses who timely submit a written, signed request volunteering to be laid off
- (b) Registry Nurses and Traveler nurses if the Hospital has satisfied its work commitment, if any
- (c) Temporary Registered Nurses
- (d) Registered Nurses on disciplinary probationary status
- (e) Registered Nurses in their introductory period
- (f) Per Diem Registered Nurses
- (g) Regular Part-Time Registered Nurses in inverse order of Seniority
- (h) Regular Full-Time Registered Nurses in inverse order of Seniority

1124 The Hospital also has the right to determine whether the layoffs are to be implemented on a Hospital-wide basis or in one or more departments, work groups, shifts or job classifications.

1125 Pursuant to Article 12, Job Posting and Filling of Vacancies, Registered Nurses whose positions are placed in Layoff Status may apply for and will be given a vacant position for which the Hospital determines that the Registered Nurse is qualified. A Registered Nurse whose position is involuntarily eliminated shall have no right to displace any other Registered Nurse or employee regardless of the other employee's relative seniority.

1126 The Hospital will comply with the applicable provisions in the WARN Act.

1127 The Hospital shall send the Union a copy of the WARN notice at the same time such notices are sent to the applicable government agencies. If requested, the Hospital shall meet with the Union to discuss the order of layoff and to bargain about the effects of the layoff, including severance pay, if any.

1128 Notice

1129 A Registered Nurse selected for a RIF (Layoff) who has successfully completed the required initial Introductory Period shall receive fourteen (14) calendar days' written notice or the equivalent of two (2) weeks of their normal base pay in lieu thereof, or a combination of the two, provided that the Registered Nurse executes, and does not timely revoke, a separation agreement and release. The Hospital shall determine whether to provide notice or pay in lieu of notice, or a combination thereof.

1130 Recall from Layoff

- 1131 Recall of Registered Nurses from Layoff Status shall be in the reverse order of layoff within classification, department and shift.
- 1132 Registered Nurses recalled from Layoff Status shall be notified by phone. An email or letter sent by Registered Mail shall confirm the phone call or message. The Registered Nurses shall have seven (7) calendar days from the phone call or message to notify the Hospital whether recall will be accepted. The failure of a Registered Nurse to either timely notify the Hospital or to accept the recall shall result in the Registered Nurse being placed at the bottom of the recall list.
- 1133 After accepting a recall, the Registered Nurse shall have two (2) weeks in which to return to work at the Hospital, or to arrange for a later return date if the Hospital agrees. Failure to return to work within two (2) weeks, or by any later agreed to date, will result in the Registered Nurse being removed from the recall list. The Hospital and the Registered Nurse may mutually agree to a return date earlier than two (2) weeks.
- 1134 Registered Nurses in Layoff Status shall be subject to recall for a period of six (6) consecutive months or the Registered Nurse's continuous length of service in bargaining unit position prior to the layoff, whichever is less. A list of Registered Nurses on Layoff Status shall be made available to the Union on request.

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is made between Beverly Community Hospital Association, dba Beverly Hospital ("Employer") and _____ ("Employee") to document their agreement with respect to the following:

1. In or about _____, Employer made a business decision to conduct a reduction in force and to lay off certain employees, including Registered Nurses. Employee is one of the persons who was selected to be laid off. Nothing contained in this Agreement shall be construed as an admission that any of the Releasees (as defined herein) has engaged in any form of wrongdoing or violated any legal obligation owed to Employee. This Agreement shall become effective on the date executed by both Employee and Employer.
2. Pursuant to Paragraph 1129 of Employer's collective bargaining agreement with the United Nurses Associations of California/Union of Health Care Professionals, Employee will receive ___ weeks of notice and ___ weeks of pay in lieu of notice at Employee's normal base pay. The payment shall be made within seven calendar days of the date on which this Agreement becomes effective pursuant to Paragraph 8. Required and authorized withholdings and deductions shall be made with respect to all payments made pursuant to this Agreement.

3. With respect to Employer and its past and present owners, partners, officers, directors, shareholders, agents, employees, attorneys, insurers, medical staff, successors, assigns, parent companies, subsidiaries and divisions, affiliates, related organizations and related employee benefit plans (collectively referred to herein as "Releasees"), Employee, to the greatest extent permissible by applicable law, fully, finally and forever waives and releases any and all claims, rights, damages, and causes of action, known or unknown, that Employee may have or had, or claim to have or have had against any or all of the Releasees, based on any act, occurrence, omission, or fact from the beginning of time to and including the date this Agreement was executed, including, but not limited to, any and all claims, rights, damages and causes of action arising out of or in any way connected with Employee's employment with, or termination of employment from Employer, and/or arising under federal, state and/or local laws such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the California Fair Employment and Housing Act, the California Labor Code, the California Wage Orders, the California Constitution, the California Business and Professions Code, Employer's collective bargaining agreement with the United Nurses Associations of California/Union of Health Care Professionals, and the common law, and except for the obligations created by this Agreement (hereinafter referred to as "the Released Claims"). Employee represents that this waiver and release of claims is given knowingly and voluntarily.
4. Employee affirms that Employee has been paid and/or has received all leave (paid or unpaid), compensation, wages, vacation pay, severance pay, bonuses, commissions, reimbursements, benefits, and other monies to which Employee may have been entitled and that, except for the payments specified in Paragraph 2, no other leave (paid or unpaid), compensation, wages, commissions, vacation pay, severance pay, bonuses, commissions, reimbursements, benefits, and/or other monies are due Employee. Employee also acknowledges that Employee has sustained no work-related injuries or illnesses other than those that are subject to pending workers' compensation claims, if any. Except for the payment designated as Employee's final paycheck, Employee acknowledges that the payments specified in Paragraph 2 are in excess of those to which Employee otherwise was and/or is entitled.
5. Employee acknowledges that Employee is familiar with and understands the provision of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Being aware and fully advised of that Code Section, Employee expressly waives and relinquishes any rights or benefits Employee may have thereunder, as well as any other state or federal statutes or common law principles of similar effect.

6. A. Employee warrants and represents that that neither Employee, nor anyone acting on Employee's behalf, has filed any claim, charge or action against any of the Releasees with respect to any of the Released Claims.
- B. Nothing in this Agreement shall affect (i) Employee's right, if any, to indemnification under Labor Code Section 2802, (ii) Employee's right to file claims for workers' compensation or unemployment insurance benefits, (iii) Employee's right under any applicable state or federal law that creates rights that may not be waived, (iv) Employee's vested retirement or pension benefits, if any, or (v) Employee's recall rights, if any, under Employer's collective bargaining agreement with the United Nurses of Association of California/Union of Health Care Professionals.
7. Employee understands that, in response to reference requests from prospective employers, Employer's Human Resources Department will respond by giving only Employee's dates of employment and last position held. Employee represents that Employee has returned all of Employer's property.
8. Employee acknowledges that Employee is expressly waiving Employee's rights under the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act, and that this waiver is knowing and voluntary. Employee is hereby advised to consult with an attorney prior to executing this Agreement. Employee also is advised that Employee has forty-five (45) calendar days to consider this Agreement before signing it, and that Employee has seven (7) calendar days from the date on which Employee signs the Agreement to revoke it. Any such revocation must be made in a signed writing and delivered to Employer's Administrative Director of Human Resources at: Beverly Hospital, 309 W. Beverly Blvd., Montebello, CA 90640-4308 no later than the end of the seventh day after Employee signs the Agreement. Accordingly, unless Employee has timely revoked acceptance of this Agreement, this Agreement shall become effective on the eighth (8th) calendar day after the date of Employee's signature on the Agreement. If Employee timely revokes the Agreement, it shall not be effective, and Employee shall not receive any of the benefits described in the Agreement other than Employee's final paycheck.

Attached as Exhibit A are lists of employees by job title and age who have been selected to participate in the current severance program because their employment is being terminated as a result of a reduction in force, as well as information regarding eligibility criteria for inclusion in the reduction in force and other relevant information.

9. Employee agrees not to publicize or disclose the terms and conditions or existence of this Agreement to anyone other than Employee's tax advisors, attorneys and immediate family.

Employee also agrees not to make disparaging comments regarding Releasees or disclose any confidential or proprietary information (including trade secrets) that Employee obtained as a result of Employee's prior employment with Employer.

10. This Agreement constitutes the entire agreement and understanding concerning the matters addressed herein and replaces all prior discussions and agreements, and may only be modified by a writing signed by all of the parties.

Dated: _____ Employee: _____

Dated: _____ Employer: _____

EXHIBIT A – INFORMATION DISCLOSURE

The decisional unit under consideration for position elimination consisted of the _____ Department. Those individuals whose positions were eliminated were permanently laid off effective January ____, 2009. Each individual who is being laid off and who is 40 years of age or over is being provided with 45 days to decide whether to accept the severance package offered to him or her and to sign a release. Each individual who is being laid off and who is 40 years of age or over is being given 7 days from the date on which he or she signs the Agreement to revoke it. Each individual who is being laid off and who is under 40 years of age is being given 15 days to consider the severance package and to sign a release.

Department, Job Titles, and Ages of Individuals Whose Positions Are Being Eliminated

<u>Department</u>	<u>Job Title</u>	<u>Age</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Department, Job Titles, and Ages of Individuals Whose Positions Are Subject To, But Are Not Being Eliminated

<u>Department</u>	<u>Job Title</u>	<u>Age</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

ARTICLE 12 – JOB POSTING AND FILLING OF VACANCIES

1201 Job Posting

1202 Registered Nurse positions under this Agreement will be posted on the Beverly Information Link (“BIL”) and the Hospital webpage (www.beverly.org) for five (5) consecutive calendar days. The Union may place a copy of the posting on its assigned bulletin board.

1203 The Hospital may fill posted positions on an interim basis. Positions to be filled by registry nurses or travelers need not be posted, although the Hospital may choose to post the position on a non-precedential basis.

1204 The job posting will consist of the job title, qualifications, a brief description of the job duties, status, and work hours or shift.

1205 After a job opening has been posted for five (5) consecutive calendar days, the Hospital may fill the position with either a Registered Nurse currently employed by the Hospital, or hire an applicant from outside the Hospital.

1206 A Registered Nurse may not apply for a posted position if they have occupied their present position for less than six continuous months, are on probationary status, or have received written discipline within the prior six months.

1207 Notice to the Union

1208 The Union may access the Hospital webpage (www.beverly.org) in order to view current job postings. The Union may print out copies of the postings and place them on the bulletin board used by the Union at the Hospital.

1209 Selection

1210 Registered Nurses interested in a posted position may complete a transfer request form and submit the completed form to Human Resources.

1211 The selection process shall be subject to the provisions of Article 5, Non-Discrimination.

1212 Applicants for a posted position shall be selected after a consideration of all relevant criteria, including the job requirements as defined in the job description, the needs of the Hospital, skills, education, experience, past performance, ability to perform the duties of the position, attendance, dependability, special aptitudes, seniority with the Hospital, and other relevant data.

1213 The hiring Manager shall be responsible for interviewing all candidates, both internal and external, who the hiring Manager determines meet the stated qualifications for the posted position. The position will be granted to the candidate who the hiring Manager determines to be the most suitable given consideration of the factors set forth in Paragraph 1212. In the event that the hiring Manager determines that the qualifications of the two best qualified internal candidates are equal, the position shall be given to the Registered Nurse with the most Seniority.

1214 Preference For Current Registered Nurses

1215 The Hospital and the Union agree that providing current employees with new job opportunities is a laudable goal. Consistent with this goal, the Hospital will give preference to current Registered Nurses over outside candidates when filling Registered Nurse vacancies, provided the Hospital determines that the Registered Nurse currently employed by the Hospital has qualifications that are equal to those of the outside candidates.

1216 Notification to Bidding Registered Nurses

1217 When the Hospital fills a posted position with a particular Registered Nurse, all other Registered Nurses who bid for the posted position shall be so notified in writing within seven (7) calendar days.

1218 New Position Trial Period

1219 Upon being selected for a posted opening, the Registered Nurse will be subject to a new position trial period of ninety (90) calendar days. If the Hospital determines that the Registered Nurse has not successfully completed the new position trial period or the Registered Nurse decides to return to her/his prior position, the Registered Nurse will be returned to the prior position if it is still open. If the position is not open, the Registered Nurse may apply for any other open Registered Nurse position for which the Registered Nurse is qualified and will be given preference over other equally qualified applicants for the position. If the Registered Nurse is not able to return to her/his prior position, or is not selected for another open position for which she/he has applied, the Registered Nurse will be offered a Registered Nurse position of the same status (regular full-time, regular part-time or per diem) and shift, if available, and the Registered Nurse is qualified for the position. If a Registered Nurse position of the same status and shift for which the Registered Nurse is qualified is not available, the Registered Nurse will be offered a vacant Registered Nurse position if one is available and the Registered Nurse is qualified for the position. If no such position exists, or the Registered Nurse declines the position, the Registered Nurse shall be placed in a Per Diem status or, if established by the Hospital, the Registered Nurse Intermittent Staffing Pool. The Hospital shall not be

obligated to create a new position or vacancy, or to permit a Registered Nurse to displace another Registered Nurse.

1220 New Positions

1221 At such time as the Hospital establishes a new job classification covered by this Agreement, or substantially revises the content of an existing job classification covered by this Agreement, the Hospital will notify the Union prior to posting the position, and advise the Union of the rate the Hospital intends to pay. The Union shall then have five (5) calendar days to request that the Hospital discuss the proposed rate of pay.

1222 Unfilled Positions

1223 If the Hospital decides to permanently eliminate a Registered Nurse position, it shall notify the Union within ten (10) days of implementation of the decision to eliminate.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

1301 Workday and Workweek

1302 The workday is established by the Hospital and is defined as the consecutive twenty-four (24) hour period beginning at the same time each calendar day and ending 24 hours later. In the event the Hospital intends to change the workday for a unit, shift or other identifiable group of employees, it will provide the Union with fifteen (15) days advance notice and an opportunity to bargain regarding the proposed change.

1303 The workweek is established by the Hospital and is defined as seven (7) consecutive workdays starting with the same calendar day each week. The workweek and the first workday of the workweek begin at the same time. In the event the Hospital intends to change the workweek for a unit, shift or other identifiable group of employees, it will provide the Union with fifteen (15) days advance notice and an opportunity to bargain regarding the proposed change.

1304 Pay Period

1305 The Pay Period shall be two weeks. A single live paycheck or a single direct deposit is distributed for each Pay Period on the Payday following the close of the Pay Period.

1306 Payday is every other Friday. Nurses have the option to elect to participate in automatic direct deposit or receive a live paycheck.

1307 Consecutive Hours – Overtime Pay

1308 For the purposes of calculating daily and weekly overtime, all hours worked consecutively shall be credited toward the workday or workweek during which the Registered Nurse commenced work. Periods of work separated by a break of less than eight (8) hours shall be deemed consecutive.

1309 Overtime and straight-time pay shall be based on the actual hours worked, although the Hospital may round the punches at the beginning and end of each shift. Unless authorized to do so by their Director, a Registered Nurse shall make every effort not to clock in or begin working more than seven (7) minutes prior to or after their scheduled time.

1310 Eight (8) Hour Work Schedules

1311 Registered Nurses who work an eight (8) hour schedule shall receive one and one-half times (1.5x) their regular rate of pay for all consecutive hours worked over eight (8) in one workday, or over forty (40) in one workweek.

1312 Registered Nurses who work an eight (8) hour schedule shall receive two times (2x) their regular rate of pay for all consecutive hours worked in excess of twelve (12) in any one (1) workday. Time and one-half (1.5x) is paid for the first eight (8) hours worked on the seventh (7th) consecutive day of work in any workweek. Double time (2x) is paid for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in any workweek.

1313 Ten (10) Hour Alternative Work Schedules

1314 Registered Nurses who are regularly assigned to a ten (10) hour work schedule will be paid one and one-half times (1.5x) their regular rate of pay for all consecutive hours worked in excess of ten (10) hours of a workday, or over forty (40) in one workweek and will be paid two times (2x) their regular rate of pay for all consecutive hours worked after the first twelve (12) hours of a workday.

1315 Twelve (12) Hour Alternative Work Schedules

1316 Registered Nurses who are regularly assigned to a twelve (12) hour work schedule will be paid two times (2x) their regular rate of pay for all consecutive hours worked after the first twelve (12) hours of a workday and one and one half times (1.5x) their regular rate of pay for all consecutive hours worked over forty (40) in one workweek.

1317 Registered Nurses who are regularly assigned to a ten (10) or twelve (12) hour work schedule and are required to work fewer hours than those regularly scheduled will be

paid overtime compensation at a rate of one and one half (1.5x) times the Registered Nurse's regular rate of pay for all hours worked in excess of eight (8) hours in a workday and double the Registered Nurse's regular rate of pay for all hours worked in excess of twelve (12) hours in a workday.

1318 Alternative Work Schedules

1319 Should the Hospital desire to discontinue or modify a ten (10) or twelve (12) hour alternative work schedule in a department or unit, the Hospital shall provide not less than thirty (30) days written notice to the Union and the affected Registered Nurses of the change. Upon written request by the Union, the Hospital will bargain regarding the effects, if any, of the change.

1320 Should the Registered Nurses in a department or unit desire to discontinue an alternative work schedule, upon receipt of a petition signed by 1/3 of the Registered Nurses regularly assigned to the department or unit, the Hospital shall conduct a secret ballot vote regarding the discontinuance. If a majority of the Registered Nurses regularly assigned to the department or unit vote to discontinue the alternative work schedule, the department or unit shall revert back to eight (8) hour scheduling within thirty (30) days.

1321 If required by applicable law, the establishment of new alternative workweek schedules in department or units that do not have them shall require an affirmative vote in a secret ballot election by two-thirds (2/3) of the Registered Nurses in the voting unit.

1322 Supplemental Shift Assignment (SSA) Program

1323 The purpose of the Supplemental Shift Assignment (SSA) Program is to help increase the number of productive hours available to meet critical staffing shortages, promote retention, reduce the use of outside registry, and increase the quality of patient care by having Beverly Hospital staff care for patients and insure patient, staff and physician satisfaction.

1324 SSA shifts are available in ICU, ECC, Nursery, L&D, OB, PEDS, Med/Surg, Emerson Wing, OR/PACU, Telemetry, Cath. Lab, Special Procedures, GI Lab, and Out-Patient Surgery.

1325 SSA shifts are available to regular full-time and regular part-time Registered Nurses for hours worked beyond a regular full-time schedule for the unit within the two-week pay period in which the SSA shift falls. Subject to the provisions of Paragraph 1326 and the requirement set forth in the prior sentence, any 12-hour shift (not including education or non-productive meetings) worked (i) in a single workweek after the Registered Nurse already has completed working three 12-hour shifts or (ii) on a previously scheduled PTO day if the Registered Nurse is either requested or required by the Hospital to forgo

the PTO day (and PTO pay) and work, shall be considered to be an SSA shift and paid at the SSA rate specified in Paragraph 1327.

- 1326 A Registered Nurse who otherwise qualified for SSA, and was scheduled to work an SSA shift, does not become ineligible for SSA pay because the Registered Nurse was not able to work the regular full-time schedule as the result of the cancellation by the Hospital of a pre-scheduled shift. However, the Registered Nurse will not be eligible for SSA pay if the failure to work the regular full-time schedule was caused by other than cancellation by the Hospital of a pre-scheduled SSA shift. An otherwise eligible Registered Nurse who calls in for an unplanned absence will not be paid SSA pay during the same two (2) week pay period unless the Registered Nurse has completed a regular full-time schedule for the two (2) week pay period.
- 1327 Work performed during an SSA shift will be paid at the rate of one and one-half (1.5x) times the Registered Nurse's straight-time hourly rate. Applicable overtime rules shall apply. A Registered Nurse shall not receive SSA pay for shifts on which the Registered Nurse is paid Holiday Premium pay. Upon completion of the "Request For Separate SSA Check" form, work performed on an SSA shift shall be paid on a separate pay check, unless a state or federal taxing authority, or an independent accounting firm, determines that this practice is not legally compliant.
- 1328 Unless otherwise provided for in this Article, the Hospital's policy on SSA shifts, which is available on B.I.L., or a similar approved intranet program, shall apply. Should the Hospital decide to make a substantive change to this policy, it shall provide the Union with at least fifteen (15) days advance notice and provide the Union with an opportunity to bargain over the proposed change.
- 1329 Overtime Distribution**
- 1330 The Hospital will make its best efforts to distribute both voluntary and, when necessary, mandatory overtime work among Registered Nurses, subject to qualifications, in each unit, on each shift on a rotating basis. Each Department shall maintain separate lists, by shift, of all Per Diem, Regular Part Time and Regular Full Time Registered Nurses, showing the dates on which the Registered Nurse worked two (2) or more hours of overtime. The information on the lists, which shall be available to Registered Nurses, shall be the primary factor considered by the Hospital in determining which Registered Nurses will work overtime. In reviewing the lists, the Hospital shall consider the number of times and dates that the Registered Nurses was required to work overtime during the last thirty (30) day period, along with which Registered Nurses are working on the shift. Claims that there is favoritism in the selection process or that a Registered Nurse has been treated differently than other similarly situated Registered Nurses may be raised through the Dispute Resolution procedure.

1331 The Hospital may not require a Registered Nurse to work mandatory overtime if a qualified Registered Nurse has volunteered to perform the necessary work. A Registered Nurse who believes that he/she has been required to work mandatory overtime more frequently than similarly-situated Registered Nurses in the same unit and on the same shift, may raise the issue through the Dispute Resolution Procedure.

1332 Mandatory Overtime

1333 The Hospital and the Union recognize that mandatory overtime is not desirable and may represent a burden on the Registered Nurse. However, although both the Hospital and the Union would prefer that there be no mandatory overtime, they both recognize that quality patient care and the need to comply with nurse-patient ratios may cause the Hospital to require occasional mandatory overtime under the following conditions and requirements:

1. As used in this Article, the term “mandatory overtime” refers to an instance in which the Hospital requires a Registered Nurse to continue working beyond the end of the Registered Nurse’s scheduled shift other than to complete patient documentation/charting, give report, or to transfer of patient care to another Registered Nurse.
2. Where patient care would be endangered by an external emergency declared by local, state or federal government, the Hospital may assign mandatory overtime requiring a Registered Nurse to remain on duty up to twelve (12) additional hours past the scheduled conclusion of the Registered Nurse’s scheduled shift, not to exceed 24 consecutive hours.
3. Where patient care would be endangered by an internal emergency declared by the Hospital administrator on duty, the Hospital may assign mandatory overtime requiring a Registered Nurse to remain on duty up to four (4) additional hours past the scheduled conclusion of the Registered Nurse’s scheduled shift.

An external or internal emergency, for the purposes of this section, is defined as an unpredictable or unavoidable occurrence at unscheduled intervals relating to healthcare delivery requiring immediate action.

4. In the event a Registered Nurse who is scheduled to relieve an on-duty Registered Nurse does not report to duty as scheduled and does not inform the Hospital more than two (2) hours in advance of that scheduled shift, the Hospital may assign mandatory overtime requiring a Registered Nurse to remain on duty up to one (1) additional hour past the scheduled conclusion of the Registered Nurse’s scheduled shift

5. Except as specifically provided for elsewhere in this Paragraph 1330, if the Registered Nurse scheduled to relieve informs the Hospital more than two (2) hours in advance of the Registered Nurse's scheduled shift that the Registered Nurse will not report to duty as scheduled, the Registered Nurse scheduled to be relieved may not be assigned mandatory overtime.
6. In the event of an unplanned change in patient census, patient acuity, or staffing, the Hospital may assign mandatory overtime requiring a Registered Nurse to remain on duty up to four (4) additional hours past the scheduled conclusion of the Registered Nurse's scheduled shift. However, the Registered Nurse may voluntarily consent to work up to twenty-four (24) hours.

1334 Prior to assigning mandatory overtime requiring mandating a Registered Nurse to remain on duty beyond the Registered Nurse's scheduled shift the Hospital will solicit additional hours from qualified and competent Registered Nurses in the following order:

1. Volunteers from within the department and the applicable float zone
2. Registered Nurses from within the department and the applicable float zone employed by the Hospital not currently on duty
3. Registry
4. Charge Nurses

These solicitations shall be documented in writing.

1335 No Pyramiding of Overtime

1336 Payment of overtime rates shall not be duplicated for the same hours worked. To the extent that hours worked are compensated at overtime rates under one provision of this Article, they shall not be compensated again as overtime under any other provision. Where two (2) or more premium overtime provisions apply, the greater will prevail.

1337 Education/Training/Committee Time

1338 If attendance at a committee meeting or educational or training program is mandatory such time is considered to be hours worked, shall be compensated as such, and, if applicable, overtime premiums shall be paid.

1339 Recording of Time and Meal Periods

1340 Each Registered Nurse shall accurately record the time that they begin and end their meal periods as provided for in the Hospital's Employee Clocking policy, last revised

February 2008. The Hospital shall not direct or coerce a Registered Nurse to inaccurately record meal periods.

1341 Reports

1342 If a Registered Nurse scheduled to take a meal period during the first five-hour work period in the shift is not relieved of all duty so that a meal period can begin prior to the end of the fifth hour of work, the Registered Nurse shall report this pursuant to the procedure established by the Hospital. If a Registered Nurse scheduled to take a meal period during the second five-hour work period in the shift is not relieved of all duty so that a meal period can begin prior to the end of the tenth hour of work, the Registered Nurse shall report this pursuant to the procedure established by the Hospital. A Registered Nurse who is not authorized and permitted to take rest breaks in accordance with this Article shall report this pursuant to the procedure established by the Hospital. No Registered Nurse shall be retaliated against by either the Hospital or the Union for making such reports. No Registered Nurse shall be disciplined for failure to file a report under this Paragraph.

1343 Meal Periods

1344 Registered Nurses will be scheduled for and provided uninterrupted, duty-free 30-minute meal periods as set forth below. All Registered Nurses shall be provided with the opportunity to waive their right to be provided with a meal period on days that they work six (6) hours or less. The Hospital shall make waiver forms available for this purpose.

1345 Registered Nurses Scheduled to Work Eight-Hour Shifts: Subject to continuity of care and ratio issues, Registered Nurses scheduled for eight-hour shifts will be scheduled for and provided an uninterrupted, duty-free 30-minute meal period to begin no later than the end of the fifth (5th) hour of work.

1346 Registered Nurses Schedule to Work Ten-Hour Shifts: Subject to continuity of care and ratio issues, Registered Nurses scheduled for ten-hour shifts will be scheduled for and provided an uninterrupted, duty-free 30-minute meal period to begin no later than the end of the fifth (5th) hour of work. Registered Nurses scheduled for ten-hour shifts also will be provided with the opportunity to voluntarily waive the right to be provided with a second meal period on days that they work more than ten (10) hours and are entitled to be provided with a second meal period. The Hospital will make waiver forms available for this purpose. Registered Nurses who choose not to waive their right to a second meal period will be scheduled for and provided a second uninterrupted, duty-free meal period that will begin no later than the end of the tenth (10th) hour of work.

1347 Registered Nurses Scheduled to Work 12-Hour Shifts

- 1348 Unless they voluntarily waive one of their two meal periods, and subject to continuity of care and ratio issues, Registered Nurses scheduled to work 12-hour shifts shall be scheduled for and provided two uninterrupted, duty-free 30-minute meal periods, one to begin no later than the end of the fifth (5th) hour of work, and the second to begin no later than the end of the tenth (10th) hour of work. Additional meal periods will be scheduled in the event that a Registered Nurse works more than fifteen (15) hours.
- 1349 Registered Nurses who are scheduled to work 12-hour shifts will be provided with an opportunity to voluntarily waive their right to be provided with one (1) of their two (2) meal periods on days that they otherwise would be provided with two (2) meal periods. The Hospital shall make waiver forms available for this purpose.
- 1350 Subject to continuity of care and ratio issues, Registered Nurses scheduled to work 12-hour shifts who have waived one of their two meal periods will be scheduled for and provided an uninterrupted, duty-free 30-minute meal period in either the first five-hour work period or second five-hour work period in the shift. The Hospital shall determine the number of meal periods that may be taken during each work period. Each Registered Nurse shall indicate whether the Registered Nurse desires to take the meal period during the first or second five-hour work period. These selections will be honored if the Hospital believes there are enough available meal periods during the times requested. In the event the Hospital believes that there are not enough available meal periods, preference will be given based on Hospital seniority as defined in Paragraph 1102 of Article 11.
- 1351 Subject to continuity of care and ratio issues, the Hospital will make a good faith effort to schedule those meal periods to be commenced during the first five-hour work period to begin during the 2 1/2 hour period ending immediately prior to the end of the fifth hour of the shift. By way of example, in the case of a Registered Nurse who is scheduled to take a meal period during the first half of the shift and who starts at 7:00 a.m., a good faith effort will be made to schedule the meal period to begin between 9:30 a.m. and noon.
- 1352 Subject to continuity of care and ratio issues, the Hospital will make a good faith effort to schedule those meal periods to be taken during the second five-hour work period to begin during the 2 1/2 hour period commencing at the beginning of the sixth (6th) hour of the shift. By way of example, in the case of a Registered Nurse who is scheduled to take a meal period during the second half of the shift and who starts at 7:00 a.m., a good faith effort will be made to schedule the meal period to begin between noon and 2:30 p.m.

1353 In the event that a Registered Nurse is prevented by the Hospital from being provided a meal period in accordance with this Article, the Registered Nurse shall receive a meal period premium in an amount equal to one hour of their straight-time pay.

1354 Rest Breaks

1355 Each Registered Nurse shall be authorized and permitted to take a ten (10) minute rest break for each four (4) hours of work, or major fraction thereof (more than two hours). Thus, one rest period will be authorized and permitted if a Registered Nurse works between 3.5 and 6.0 hours, two rest periods shall be authorized and permitted if a Registered Nurse works more than 6.0 up to 10.0 hours, three rest periods shall be authorized and permitted if a Registered Nurse works more than 10.0 up to 14.0 hours, and four rest periods shall be authorized and permitted if a Registered Nurse works more than 14.0 hours up to 18.0 hours. Rest breaks shall be authorized and permitted, insofar as practicable, in the middle of each work period. All relevant factors, including continuity of care and ratio issues, shall be considered in determining what is "practicable." A rest break need not be authorized and permitted for Registered Nurses whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest break time shall be counted as hours worked.

1356 In the event that a Registered Nurse is prevented by the Hospital from being authorized and permitted a rest break in accordance with this Article, the Registered Nurse shall receive a rest break premium in an amount equal to one hour of their straight-time pay.

1357 As used in this Article, the terms "provided" and "authorized and permitted" mean to make available. As used in this Article, the term "prevented" means not being relieved of all duty so that a meal period or rest break can be taken in accordance with this Article, or being coerced or directed not to take the meal period or rest break.

1358 Schedules and Posting

1359 Each Registered Nurse shall be assigned a single shift of work that shall have a specified starting time.

1360 The Hospital shall continue its practice of allowing self scheduling on a unit-level basis, subject to final review and approval by the Unit Director.

1361 The Hospital will have a work schedule of no less than four (4) weeks. The Hospital shall make a good faith effort to post the final work schedule at least two (2) weeks prior to the start of the new schedule. After posting the final schedule, any changes in a Registered Nurse's posted schedule and shift assignments shall only be made by mutual agreement between the Unit Director and the affected Registered Nurse.

1362 In establishing a work schedule, the Hospital will use bargaining unit Registered Nurses to fill shift vacancies prior to the scheduling and utilization of non- bargaining unit Registered Nurses. In addition, the Hospital shall make reasonable efforts to schedule regular full-time and part-time bargaining unit Registered Nurses on their known preferred workdays and days off prior to the scheduling of bargaining unit Per Diem Registered Nurses and non-bargaining unit Registered Nurses. However, nothing contained in this provision or elsewhere in this Agreement shall require the Hospital to violate its contractual commitments to travelers.

1363 Registered Nurses shall normally provide at least four (4) weeks advance notice to their immediate supervisor of their preferred workdays and days off prior to the effective date of the next work schedule. Late changes in request by individual Registered Nurses are possible with the approval of the Unit Director.

1364 A Registered Nurse may voluntarily exchange scheduled days off with another Registered Nurse provided that such exchanges are made in writing, are signed and dated by both Registered Nurses, and prior written approval is given by a Unit Director and returned to the Registered Nurses within a reasonable period of time. Voluntary exchanges of scheduled days off between Registered Nurses shall not be unreasonably denied. However, the parties recognize that the reviewing Unit Director may consider such things as quality of care, nurse-patient ratios, and the need to avoid overtime.

1365 Scheduled Days Off

1366 Except in the case of Registered Nurses who voluntarily work additional shifts or, if the Hospital makes a good faith determination that additional staffing is needed for quality patient care or to maintain applicable nurse-patient ratios, the Hospital shall provide Registered Nurses with two (2) full days off work within a seven (7) calendar day scheduling period, or four (4) full days off within a fourteen (14) calendar day scheduling period.

1367 Weekend Scheduling

1368 Registered Nurses working in departments with weekend scheduling shall be available to be scheduled a maximum of four (4) weekend shifts per four-week cycle.

1369 Nothing herein shall preclude a Registered Nurse from being scheduled voluntarily for additional unfilled weekend shifts.

1370 Weekend shall mean any shift worked between 7 AM Saturday through 7:30 AM Monday.

1371 A Registered Nurse may voluntarily exchange scheduled weekend shifts with another Registered Nurse provided that such exchanges are made in writing, are signed and dated by both Registered Nurses, and prior written approval is given by a Unit Director and returned to the Registered Nurses within a reasonable period of time. Voluntary exchanges of scheduled weekend shifts between Registered Nurses shall not be unreasonably denied. However, the parties recognize that the reviewing Unit Director may consider such things as quality of care, nurse-patient ratios, and the need to avoid overtime.

1372 PTO Scheduling

1373 Registered Nurses shall make PTO requests in writing at least four (4) weeks prior to the proposed PTO date. PTO will be scheduled subject to operational needs and in accordance with the Hospital's Nursing Schedules/Staffing/Acuity policy, which is available on B.I.L., or a similar approved intranet program, which shall apply, except as specifically provided for in this Agreement. Should the Hospital decide to make a substantive change to this policy, it shall provide the Union with at least thirty (30) calendar days advance notice and provide the Union with an opportunity to bargain over the proposed change. In scheduling PTOs, the Hospital also will take into account all relevant factors, including but not limited to (i) when the PTO requests were submitted, (ii) the PTO time that the Registered Nurses already have taken, and (iii) the seniority of the Registered Nurses making the PTO requests. Shorter notice shall be acceptable upon mutual agreement between the Hospital and Registered Nurse, confirmed in writing by the Hospital in advance of the PTO. The Hospital shall make a good faith effort to respond to each PTO request within two (2) weeks of the time it is received by the Director.

1374 PTO may be taken in less than weekly increments and for a four (4) week maximum. Requests for more than two (2) weeks will be considered based on the needs of the unit and other relevant factors, including the requests made by other Registered Nurses, and require the approval of the Unit Director.

1375 The Hospital shall not unreasonably deny PTO requests, and, subject to the Hospital's Nursing Schedules/Staffing/Acuity policy, will work with unit Registered Nurses in an effort to accommodate requests allowing more than one Registered Nurse off during the same period of time within the same unit. However, it is recognized that it may not always be possible to permit two Registered Nurses in the same unit to take PTO at the same time. In the event that the Hospital determines that it cannot accommodate conflicting requests, preference shall be given to the Registered Nurse who submitted the first request. If conflicting requests are submitted on the same day, preference shall be given to the Registered Nurse with the greatest Hospital seniority.

1376 Limited PTOs may be granted from Thanksgiving to New Year's Day based on projected needs and census at the discretion of the Unit Director.

ARTICLE 14 – COMPENSATION

1401 Market Adjustment Wage Increases

1402 Effective the beginning of the first full payroll period after the ratification of this Agreement, the Hospital shall implement a market adjustment by increasing the hourly base rate of the Registered Nurses listed in an agreed-upon side letter in the amounts indicated.

1403 Effective Date of Agreement Wage Increases

1404 Effective the beginning of the first full payroll period after the ratification of this Agreement, the hourly base rate of all Registered Nurses shall be increased by 3.50% (three and one-half percent). A merit increase granted under the 2012 Merit Increase Program will be credited against the increase provided for in this paragraph.

1405 First Anniversary of Agreement Wage Increases

1406 Effective the beginning of the first full payroll period after the first anniversary of this Agreement, the hourly base rate of all Registered Nurses shall be increased by 3.25% (three and one-quarter percent).

1407 Second Anniversary of Agreement Wage Increase

1408 Effective the beginning of the first full payroll period after the second anniversary of this Agreement, the hourly base rate of all Registered Nurses shall be increased by 3.25% (three and one-quarter percent).

1409 Per Diem Registered Nurse Wages

1410 Effective the beginning of the first full payroll period after the ratification of this Agreement the hourly rate for Per Diem Registered Nurses shall be \$41.74.

1411 Effective the beginning of the first full payroll period after the first anniversary of this Agreement, the hourly rate for Per Diem Registered Nurses shall be \$43.10.

1412 Effective the beginning of the first full payroll period after the second anniversary of this Agreement, the hourly rate for Per Diem Registered Nurses shall be \$44.50.

1413 Pay Range

1414 The Hospital shall continue to maintain a pay range for Registered Nurses, which shall consist of a minimum and a maximum hourly base rate of pay. During the first year of this Agreement, the pay range shall be a minimum of \$29.47 and a maximum of \$44.20. During the second year of this Agreement, the pay range shall be a minimum of \$30.42 and a maximum of \$45.64. During the third year of this Agreement, the pay range shall be a minimum of \$31.41 and a maximum of \$47.12. No Registered Nurse shall be paid less than the minimum of the applicable pay range nor more than the maximum. No Registered Nurse shall receive an increase in the Registered Nurse's hourly base rate of pay as a result of the annual increase in the pay range.

1415 If, during the term of this Agreement, the Hospital desires to increase the pay range, or to increase the hourly base rate for a Registered Nurse or a group of Registered Nurses, the Hospital shall provide the Union with 10 (ten) days' advance written notice advising the Union of the intended increase and the reason(s) for the increase. The Hospital may implement the intended increase provided that it does not receive a written objection from the Union within the 10 (ten) day period. If the Union objects, the Hospital may not implement the intended increase unless and until the parties reach agreement.

1416 New Hires

1417 Registered Nurses hired after the effective date of this Agreement shall be placed on the Registered Nurse pay range, giving appropriate consideration to their prior experience as a Registered Nurse and/or Licensed Vocational (Practical) Nurse, unique skills, and the hourly rates and years of service with the Hospital as a Registered Nurse of the Registered Nurses in the department in which the newly-hired Registered Nurse initially will be assigned. The beginning rate for all newly-hired Registered Nurses shall approved by Human Resources.

1418 Step System

1419 Should the parties mutually agree in writing, nothing contained in this Article shall prevent them from substituting a step pay system for the across-the-board increases provided for in Paragraphs 1402 through 1413 of this Article.

1420 Pay In-Lieu of Benefits

1421 Other than the Registered Nurses who, as of the effective date of this Agreement are being paid a premium hourly base rate of pay in-lieu of benefits, no other Registered Nurses shall be placed on this status.

1422 The premium hourly base rate of pay for the Registered Nurses who are being paid a premium hourly base rate of pay in-lieu of benefits as of the effective date of this Agreement shall be increased by three and one-half percent (3.5%) effective the beginning of the first full payroll period after the ratification of this Agreement. Effective the beginning of the first full payroll period after the first anniversary of this Agreement, the premium hourly base rate of pay for these Registered Nurses shall be increased by three and one-quarter percent (3.25%). Effective the beginning of the first full payroll period after the second anniversary of this Agreement, the premium hourly base rate for these Registered Nurses shall be increased by three and one-quarter percent (3.25%). At any time during the term of this Agreement, a Registered Nurse who is being paid a premium hourly base rate of pay in-lieu of benefits may choose to become benefit eligible, at which time their hourly base rate of pay shall be reduced by twenty percent (20%), but shall be eligible for the following Anniversary of Agreement Wage Increase provided for in this Article.

1423 Holiday Pay

1424 Registered Nurses will be paid time and one-half their straight time hourly rate of pay for all hours worked on any of the following designated holidays: Thanksgiving Day, Christmas Day, and New Years' Day ("Holiday Premium Days").

1425 To be eligible for holiday pay, the Registered Nurse must begin working between 6:00 p.m. on the calendar day prior to the designated holiday and 5:59 p.m. on the calendar day of the designated holiday. Holiday pay shall be paid for all hours worked during this twenty-four (24) hour period.

1426 With the exception of the shift differential premium, holiday pay will not be paid for hours for which any other premium, including overtime, is paid.

1427 Fourth of July shall be added to the list of designated holidays in Paragraph 1424 during the second year of this Agreement.

1428 Emergency Care Center Differential

1429 A Registered Nurse assigned to work an Emergency Care Center (ECC) day shift shall receive additional compensation of five dollars (\$5.00) per hour above the Registered Nurse's regular straight-time hourly rate of pay for all hours worked during an ECC day shift.

1430 A Registered Nurse assigned to work an Emergency Care Center (ECC evening (swing) shift shall receive additional compensation of seven dollars (\$7.00) per hour above the Registered Nurse's regular straight-time hourly rate of pay for all hours worked during an ECC evening shift.

1431 A Registered Nurse assigned to work an Emergency Care Center (ECC) night shift shall receive additional compensation of ten dollars (\$10.00) per hour above the Registered Nurse's regular straight-time hourly rate of pay for all hours worked during an ECC night shift.

1432 Shift Differential

1433 Registered Nurses who work the evening or night shifts are eligible for shift differential pay as described below.

1434 Evening shift premium for eight (8) and ten (10) hour shift schedules: when one-half (1/2) or more of the Registered Nurse's regular straight time work shift is between 3:00 p.m. and 11:00 p.m., the Registered Nurse will be paid a shift differential of ten percent (10%) of the Registered Nurse's regular straight time hourly rate of pay for all hours worked between the hours of 3:00 p.m. and 11:00 p.m.

1435 Night shift premium for eight (8) and ten (10) hour shift schedules: when one-half (1/2) or more of the Registered Nurse's regular straight time work shift is between 11:00 p.m. and 7:00 a.m. the next working day, the Registered Nurse will be paid a shift differential of fifteen percent (15%) of the Registered Nurse's regular straight time hourly rate of pay for all hours worked between the hours of 11:00 p.m. and 7:00 a.m.

1436 Night shift premium for twelve (12) hour shift schedules: when one-half (1/2) or more of the Registered Nurse's regular straight time work shift is between 7:00 p.m. and 7:00 a.m. the next working day, the Registered Nurse will be paid a shift differential of fifteen percent (15%) of the Registered Nurse's regular straight time hourly rate of pay for all hours worked between the hours of 7:00 p.m. and 7:00 a.m.

1437 When one-half (1/2) of the Registered Nurse's regular 12-hour shift is on the day shift (between the hours of 7:00 a.m. and 7:00 p.m.) and one-half (1/2) on the night shift (between the hours of 7:00 p.m. and 7:00 a.m.), the Registered Nurse will be paid the night shift premium for the hours worked on the night shift.

1438 Shift differential pay is calculated only on actual hours worked. It is not paid for paid time off hours such as PTO, SLR, personal leave, or bereavement leave.

1439 Shift differential pay will be paid for evening and night shifts on holidays that are eligible for holiday pay.

1440 Relief Charge Nurse Differential

1441 A Registered Nurse who is assigned to be in charge or who is performing the duties of a Charge Nurse shall receive additional compensation of five percent (5%) per hour above his/her regular hourly rate of pay.

1442 Preceptor Differential

1443 In the event that the Hospital desires to pay a preceptor differential, it shall provide the Union with thirty (30) days' notice and an opportunity to bargain about the differential prior to paying it.

1444 Work in a Higher Classification

1445 A Registered Nurse who is formally designated by the Nursing Director to work temporarily in a higher classification shall receive a five percent (5%) pay differential for all hours worked in that capacity.

1446 Weekend Differential

1447 Registered Nurses who work on a weekend will be eligible for a weekend differential of \$2.50 per hour for all hours worked on the weekend.

1448 For purposes of the weekend differentials, the "weekend" is defined as the 48.5 hour period starting at 6:00 a.m. Saturday morning and ending 7:30 a.m. Monday morning.

1449 Weekend differentials will not be paid on paid time off hours or when any other premium/differential is paid (e.g., PTO, SLR, personal leave, bereavement leave, continuing education reimbursement, SSA, holiday premium pay, or on-call/call back pay).

1450 On-Call/Call Back Pay

1451 Depending on the needs of the Hospital, some Registered Nurses may be required to be on on-call and available to return to work when called. A Registered Nurse who is on-call is not required to remain on the Hospital premises, but is only required to be available to return to work if and when contacted. On-call Registered Nurses are free to use the time for their own purposes as they see fit so long as they can return to work fit for duty within thirty (30) minutes of being called to work, or such other time as may be designated by the Registered Nurse's department. The on-call Registered Nurse is required to wear a paging device supplied by the Hospital, or to leave word with the Hospital as to where the Registered Nurse can be reached.

1452 A Registered Nurse who is on-call will be paid \$6 per hour. On-call time is not considered hours worked and will not be considered for purposes of overtime or the accrual of seniority or benefits.

- 1453 A Registered Nurse who is on-call and required to return to work will be guaranteed a minimum of two (2) hours of work or pay, or, at the Hospital's discretion, a combination thereof. Call back pay shall be at the rate of time and one-half (1.5x) the Registered Nurse's straight-time hourly rate of pay.
- 1454 Call back pay is not paid to Registered Nurses who are requested to work beyond their regular schedule or when they are being paid at an overtime rate.
- 1455 Flex On-Call**
- 1456 Registered Nurses assigned to flex on-call shall be paid twenty-five percent (25%) of their straight time base hourly rate of pay for each hour spent in a flex on-call status.
- 1457 Reporting Time Pay**
- 1458 If a Registered Nurse is required to report to work and does report, but is either not put to work or is furnished less than half of the Registered Nurse's usual or scheduled day's work, the Registered Nurse will be paid half of the usual or scheduled day's work (but in no event for less than two (2) hours or more than four (4) hours) at the Registered Nurse's straight-time hourly rate of pay.
- 1459 If a Registered Nurse is required to report to work a second time in a workday and is furnished less than two (2) hours of work on the second reporting, the Registered Nurse will be paid two (2) hours of pay at the Registered Nurse's straight-time hourly rate of pay.
- 1460 If a Registered Nurse is required to report to work for an unspecified, unscheduled period of time and works for less than two (2) hours, the Registered Nurse shall be paid two (2) hours of pay at the Registered Nurse's straight-time hourly rate of pay.
- 1461 Reporting time pay will not be paid when: (1) operations cannot commence or continue due to threats to the employees or property, or when recommended by civil authorities; (2) public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities or sewer system; (3) the interruption of work is caused by an act of God or other cause not within the Hospital's control, (4) if the Registered Nurse is not fit for work, (5) if the Registered Nurse has not reported to work on time and is sent home as a disciplinary action, (6) the Registered Nurse requests to leave work early, or (7) in the case of a Registered Nurse on paid on-call status who is called to perform assigned work at a time other than the Registered Nurse's scheduled reporting time.
- 1462 Reporting time pay is not considered hours worked and will not be included in determining the regular rate or credited for computing overtime pay.

1463 Certification/Recertification Pay

1464 Registered Nurses are eligible for an annual bonus of \$1,000.00 if they have a current national certification by an approved organization. The certification bonus will be paid in October of each year, and the Registered Nurse must be employed by the Hospital at that time in order to receive the bonus.

1465 The Registered Nurse must have successfully completed the ninety (90) day introductory period and must submit proof of certification to the Nursing Director prior to October 1 in order to be eligible for the bonus. Only one certification per Registered Nurse will be recognized each calendar year.

1466 The following certifications will be recognized for purposes of the certification bonus: Certified Emergency Nurse (CEN), Certified Critical Care Nurse (CCRN), Oncology Certified Nurse (OCN), Certified Rehabilitation Nurse (CRN), Certified Operating Room Nurse (CNOR), Certified Post Anesthesia Nurse (CPAN), Certifying Counsel Gastroenterology Clinicians (CCGC), Certified Diabetes Educator (CDE), Case Manager Certified (CMC), Medical-Surgical Nurse, Gerontological Nurse, Nursing Administration, Pediatric Nurse, Perinatal Nurse, or Psychiatry/Mental Health Nurse.

1467 Chemotherapy Certification Pay

1468 Registered Nurses working in the Medical/Surgical Units are eligible for an annual bonus of \$1,000 if they have a current Chemotherapy Certification. The certification bonus will be paid in October of each year, and the Registered Nurse must be employed by the Hospital at that time in order to receive the bonus.

1469 The Registered Nurse must have successfully completed the ninety (90) day introductory period and must submit proof of Chemotherapy Certification to the Director of Acute Care Services prior to October 1 in order to be eligible for the bonus.

1470 Recruitment, Referral and Status Change Bonuses

1471 The Hospital shall maintain its referral bonus program for the life of this Agreement.

1472 Mileage Allowance

1473 The Hospital will reimburse employees at the applicable IRS rate for the authorized use of their personal vehicle.

1474 Paycheck Clerical Errors

1475 A discrepancy involving paycheck clerical errors (overpayment or underpayment) may be presented for correction for up to six (6) months from the date of such error. Paycheck clerical errors shall not be subject to the dispute resolution process.

ARTICLE 15 – PAID TIME OFF

1501 Paid Time Off

1502 Registered Nurses who satisfy the eligibility requirements shall be provided with Paid Time Off benefits (PTO) as set forth in this Article.

1503 PTO is an all-purpose time-off policy. Registered Nurses can use accrued PTO for vacation, holidays, illness or injury, and personal business. Registered Nurses can request to use PTO only after it is earned. The Hospital does not advance PTO to Registered Nurses.

1504 PTO Accrual

1505 Registered Nurses accrue PTO based upon the number of years they have been continuously employed at the Hospital and based upon the number of regular hours paid each year, up to a maximum annual accrual and a maximum cap on total accrual.

All full-time Registered Nurses are entitled to accrue PTO hours as follows:

<u>Years of Service</u>	<u>PTO Accrued per Regular Hour Paid</u>	<u>Maximum Annual Accrual</u>
Hire to 4 years	.09231 PTO hours	192 hours
5 to 10 years	.11154 PTO hours	232 hours
10 plus years	.13077 PTO hours	272 hours

1506 Part-time Registered Nurses are entitled to accrue .09231 PTO hours per regular hour paid up to a maximum annual accrual of 192 hours each year.

1507 Length of eligible service for Registered Nurses is calculated on the basis of length of continuous service or years of continuous service. A "year of service" or "years of service" means the 12-month period from an eligible Registered Nurses' first day of work or change in status to a benefited status, and each anniversary of that date. A service year for a Registered Nurse may be adjusted pursuant to Paragraph 1103 for any significant leave of absence except military leave of absence (military leaves do not affect the service year calculation).

- 1508 Registered Nurses may continue accruing PTO during the first 30 days of a legally-protected leave of absence (e.g., Family/Medical Leave, Pregnancy Leave, etc.) only when the Registered Nurse is using PTO during the initial 30-days of absence. Otherwise, Registered Nurses do not accrue PTO during time away from work. PTO does not accrue during personal leaves of absence.
- 1509 Registered Nurses may carry over any unused PTO from year to year. However, if a Registered Nurse's total PTO accrual reaches the maximum cap of 300 hours, then he or she will stop accruing any additional PTO until some PTO is used. Once a Registered Nurse uses some PTO and the total accrual falls below 300 hours, he or she will start accruing PTO again, up to the maximum cap of 300 hours.
- 1510 Registered Nurses who are sent home on a regular scheduled work day (not Supplemental Shift Assignment or overtime day) will have the lost hours coded as pay code 699 and will accrued PTO for those lost hours.

1511 Procedure

- 1512 To schedule planned PTO, Registered Nurses must submit a request for PTO to their Department Director at least two weeks in advance, and longer if possible. Department Directors will review each scheduled PTO request based on all relevant factors consistent with Paragraph 1373. If not all PTO requests can be granted, the Hospital will grant PTO requests on the basis of seniority.
- 1513 Registered Nurses who need to take unscheduled PTO must contact their Department Director at least two (2) hours before the scheduled start of their shift. Registered Nurses must contact their Department Director on each additional day of unexpected absence.
- 1514 Registered Nurses who take three (3) or more consecutive days off work due to illness or injury must submit a medical certification stating that the Registered Nurse is ill or injured, when it began, and when the Registered Nurse should be able to return to work. The Hospital may request a similar statement for other absences due to illness or injury of less than three (3) days in a manner that is consistently applied across all departments. Before a Registered Nurse can return to work after an absence due to personal illness or injury of three (3) calendar days or more, the Registered Nurse must submit a doctor's statement confirming that he or she may safely return to work.
- 1515 PTO is paid at the Registered Nurse's base pay rate as of the time of the absence. PTO pay does not include overtime or any special forms of compensation such as incentives, bonuses, or shift differentials. A Registered Nurse who is flexed off and not placed on flex on-call may request and will receive accrued PTO pay for the hours flexed off. A Registered Nurse who is flexed off, and placed on flex on-call, in addition to receiving

flex on-call pay pursuant to Paragraph 1456, may request and will receive accrued PTO pay for the remainder of the shift.

- 1516 Registered Nurses who use PTO for extended absences due to illness or injury also may apply for any other available compensation and benefits, such as workers' compensation, state disability insurance, or any Beverly Hospital-provided disability insurance programs. The Registered Nurse's accrued PTO will be used to supplement any payments that the Registered Nurse is eligible to receive from state disability insurance, workers' compensation or Beverly Hospital sponsored disability insurance programs unless the Registered Nurse informs Beverly Hospital in writing that he or she does not wish to use his or her accrued PTO to supplement such disability payments. The combination of these disability payments and a Registered Nurse's PTO may not be more than the Registered Nurse's normal base pay (excluding overtime and any special forms of compensation such as incentives, bonuses, or shift differentials).
- 1517 When a Registered Nurse's employment terminates, he or she will be paid for any accrued, unused PTO that has been earned through the last day of employment.

ARTICLE 16 – SICK LEAVE RESERVE (SLR)

1601 Sick Leave Reserve (SLR)

- 1602 All Registered Nurses are provided with Sick Leave Reserve (SLR) benefits as set forth in this Article. SLR is a bank of additional paid days off that Registered Nurses earn to use in the event of an extended illness. Unlike PTO days, SLR days are only available when Registered Nurses cannot work because of illness or injury.

1603 Accrual

- 1604 Upon hire, Registered Nurses are entitled to accrue .02308 SLR hours per regular hour paid, up to a maximum annual accrual of 48 hours each year, and a total maximum cap of 300 hours. SLR is paid at the Registered Nurse's base pay rate as of the time of the absence. SLR pay does not include overtime or any special forms of compensation such as incentives, bonuses, or shift differentials.
- 1605 Registered Nurses may carry over any unused SLR from year to year. However, if a Registered Nurse's total SLR accrual reaches the maximum cap of 300 hours, then he or she will stop accruing any additional SLR until some SLR is used. Once a Registered Nurse uses some SLR and the total accrual falls below 300 hours, he or she will start accruing SLR again, up to the maximum cap of 300 hours.

1606 Procedure

- 1607 Except as set forth in this section, a Registered Nurse off work due to illness or injury must use accrued PTO for the first 24 consecutive regular scheduled work hours of absence (if available), and accrued SLR hours may be used thereafter. If the Registered Nurse does not have 24 hours of accrued PTO time to use before SLR, then the time delineated for PTO will be unpaid unless otherwise required by law. Registered Nurses may use accrued SLR immediately (without first using 24 hours of PTO) if the Registered Nurse or his/her "eligible dependent" is hospitalized. The Hospital reserves the right to require proof of hospitalization (an admission of greater than 24 hours).
- 1608 Registered Nurses may use up to 24 hours of SLR per calendar year to care for an "eligible dependent." "Eligible dependent" means the Registered Nurse's child, spouse, parent, registered domestic partner, or child of a registered domestic partner. The same rules apply to use of SLR to care for a Registered Nurse's eligible dependent as apply to a Registered Nurse's use of SLR for his or her own injury or illness. "Child" means a biological, foster, or adopted child, stepchild, legal ward, or child of a person standing in loco parentis. "Parent" means a biological, foster or adoptive parent, stepparent, or legal guardian.
- 1609 Once accrued SLR time is exhausted, Registered Nurses may use accrued PTO to receive pay, not to exceed regular base pay, during periods of absence due to illness or injury.
- 1610 Registered Nurses using SLR must submit a medical certification stating that the Registered Nurse or eligible dependent is ill or injured, when it began, and when the Registered Nurse should be able to return to work. Before a Registered Nurse can return to work after an absence due to personal illness or injury of three (3) calendar days or more, the Registered Nurse must submit a doctor's statement confirming that he or she may safely return to work.
- 1611 Registered Nurses may continue accruing SLR during the first 30 days of a legally-protected leave of absence (e.g., Family/Medical Leave, Pregnancy Leave, etc.) only when the Registered Nurse is using PTO during the initial 30-days of absence. Registered Nurses do not accrue SLR during time away from work. SLR does not accrue during personal leaves of absence.
- 1612 Registered Nurses who are sent home on a regular scheduled work day (not Supplemental Shift Assignment or overtime day) will have the lost hours coded as pay code 699 and will accrue SLR for those lost hours.
- 1613 Registered Nurses requesting payment of SLR who are off work for more than one week due to a personal injury or illness should apply for state disability insurance (SDI) through the State of California or other available benefits (e.g., workers' compensation

for work-related illness or injury). The Registered Nurse's accrued SLR will be used to supplement any payments that the Registered Nurse is eligible to receive from SDI, workers' compensation or Hospital sponsored disability insurance programs unless the Registered Nurse informs the Hospital in writing that he or she does not wish to use his or her SLR to supplement such disability payments. The combination of these disability payments and a Registered Nurse's SLR may not be more than the Registered Nurse's regular base pay (excluding overtime and any special forms of compensation such as incentives, bonuses, or shift differentials). Registered Nurses who are eligible for other disability payments such as SDI, workers' compensation or Beverly Hospital-provided disability insurance, but fail to apply for such benefits, will be eligible to be paid accrued SLR hours equal to half their scheduled work hours per day, up to a maximum of six (6) hours per scheduled work days.

1614 Accrued, unused SLR is not paid out upon termination of employment.

1615 Holidays

1616 The Hospital recognizes eight (8) holidays per calendar year: (1) New Year's Day; (2) President's Day; (3) Memorial Day; (4) Independence Day; (5) Labor Day; (6) Thanksgiving Day; (7) Christmas Day; and (8) One "Personal Day" with Department Manager approval. The recognized holidays will be observed on the dates provided by federal legislation for departments/units normally closed on holidays, and will be observed on the calendar day of the holiday for all departments/units not closed on the calendar day of the holiday.

1617 Holidays are included in the Paid Time Off Program, and, except as provided for in Article 14 Compensation, there is no additional pay for working on a holiday.

1618 Registered Nurses who work on a recognized holiday that is not a Premium Pay Holiday as defined in Article 14 Compensation, are paid at their base pay rate, and any applicable differentials and overtime.

1619 PTO used for time off on a recognized holiday does not count as "hours worked" for purposes of calculating overtime.

1620 Registered Nurses who work on designated Premium Pay Holidays shall receive holiday pay in accordance with Article 14 Compensation. Registered Nurses who are required to be off on a recognized holiday will not be required to use accrued PTO. A Registered Nurse who, that week, has not worked the number of shifts the Registered Nurse normally works, and who is required to be off on a recognized holiday, may choose to use accrued PTO. Accrued PTO may not be used by a Registered Nurse who is not scheduled to work on a recognized holiday if the Registered Nurse has, that week, worked the number of shifts the Registered Nurse normally works.

ARTICLE 17 – LEAVES OF ABSENCE

1701 Leaves of Absence

1702 Registered Nurses who satisfy the eligibility requirements shall be provided with all legally-mandated leaves of absence in accordance with the requirements of applicable law. Registered Nurses who satisfy the eligibility requirements set forth in this Article may apply for the following additional types of leave, which are described below: Bereavement Leave, Personal Leave, and Paid Jury Duty Leave. Unless stated otherwise in this Article or required by applicable law, all leaves of absence shall be unpaid. The Family Medical Leave Act, Pregnancy Leave, and Military Leave Policies are available on Beverly Information Link (“B.I.L.”), and will govern the terms of those leaves, unless otherwise required by law.

1703 Extensions of approved leaves of absence are not guaranteed unless required by applicable law. Approval for a leave extension must be obtained from the Registered Nurse’s Department Manager unless otherwise specified.

1704 Procedure

1705 Leaves of absence must be requested in advance, if possible, and must be requested in writing to the Registered Nurse’s Department Manager unless otherwise required by law. The request must state the expected start date of the leave, the expected return to work date, and the reason for the leave (i.e., medical, personal, bereavement, etc.). A Registered Nurse who is not eligible for Family Medical Act Leave and who requests a Medical Leave as a Reasonable Accommodation for a personal medical reason also must submit sufficient medical certification supporting the leave request.

1706 Registered Nurses may elect to use accrued Paid Time Off (PTO) for otherwise unpaid leaves of absence. Registered Nurses also may elect to use Sick Leave Reserve (SLR) time, during a leave of absence for their own or a family member’s illness.

1707 Benefits

1708 Registered Nurses on unpaid leaves of absence shall be eligible to continue to participate in the Hospital's insurance and benefits plans at her/his current rate or the new plan rate for bargaining unit Registered Nurses in accordance with the terms and conditions of those plans for up to a maximum of three (3) months unless otherwise required by law. Should the Registered Nurse desire to continue benefit coverage, the Registered Nurse must timely pay his or her share of the insurance premiums. During paid leave, premiums shall be paid by authorized payroll deduction. During unpaid leave, premiums must be paid by personal check. It is the Registered Nurse's obligation to make arrangements with the Human Resources Department to pay the premiums for

continued coverage. Failure to make such payments may result in loss of benefit coverage. After the three (3) month period, a Registered Nurse who elected to continue to participate in the Hospital's insurance and benefit plans, and who made timely premium payments, may exercise his or her rights under COBRA pursuant to Paragraph 1710.

- 1709 Unless prohibited by applicable law, a Registered Nurse on an approved leave of absence for more than one hundred twenty (120) days will have his or her review date and hire date adjusted to reflect the time on the leave.
- 1710 A Registered Nurse who is on leave for more than three (3) months and is currently enrolled in Hospital health benefits will be required to continue benefits under the provisions of the Omnibus Budget Reconciliation Act (COBRA) unless otherwise required by law.
- 1711 Registered Nurses are able to continue accruing Paid Time Off (PTO) and Sick Leave Reserve (SLR) during the first 30 days of a leave of absence only when they are using PTO or SLR during that initial 30-day period. Otherwise, PTO and SLR does not continue to accrue during leaves of absence.
- 1712 Return from Leave**
- 1713 The Hospital will reinstate a Registered Nurse who desires to return from a leave of absence taken pursuant to this Article in the same or substantially similar position as occupied prior to the leave to the extent required by applicable law. If applicable law does not specify reinstatement requirements, then the Registered Nurse will be reinstated to the same position if it is open and, if not, to a comparable open position for which the Registered Nurse is qualified. If no comparable position is open, then the Registered Nurse will be offered reinstatement to another open position for which the Registered Nurse is qualified. If no such position exists or the Registered Nurse declines an offer for the position, the Registered Nurse shall be placed in Per Diem status or, if established by the Hospital, the Registered Nurse Intermittent Staffing Pool. A Registered Nurse will be given preference in selection for open Registered Nurse position per Paragraph 1215.
- 1714 Registered Nurses returning from leave for their own medical issues must submit a note from their health care provider releasing them to return to work, and setting forth any applicable work restrictions or limitations.
- 1715 A Registered Nurse must report to his/her Supervisor on the first scheduled shift following expiration of the approved leave or any approved extensions of the leave. A Registered Nurse who fails to return to work at the expiration of an approved leave will be considered to have voluntarily abandoned his or her job.

1716 Bereavement Leave

1717 In the event of a death in the immediate family of a benefit-eligible Full-Time Registered Nurse, the Registered Nurse may be granted up to twenty-four (24) paid hours of bereavement leave to arrange for and/or attend the funeral. Regular benefit-eligible Part-Time Registered Nurses may be granted a prorated amount of time off with pay for bereavement leave.

1718 Bereavement leave must be taken within ten (10) days of the death of the family member. Written requests to defer the commencement of bereavement leave will be considered by the Hospital.

1719 Additional bereavement leave beyond the twenty-four (24) hour maximum may be requested. If the additional leave is approved by the Department Manager, the Registered Nurse may use accrued Paid Time Off (PTO), if any. If the Registered Nurse does not have accrued Paid Time Off (PTO), if approved, the additional leave shall be without pay.

1720 For purposes of this Article, "immediate family" is defined as current spouse or registered domestic partner, parent, child or legal dependent living in the household, child of registered domestic partner, sister, brother, grandparent, grandchild, current father-in-law, current mother-in-law, son-in-law, daughter-in-law, or current step child, step father, step mother, step brother and step sister.

1721 Personal Leave

1722 An unpaid personal leave of absence may be requested for personal issues (not related to the Registered Nurse's own medical issue) that cannot be handled within the time frame of scheduled PTO. Personal leaves may be granted for up to thirty (30) days with the approval of the Registered Nurse's Supervisor or Department Manager. One year of continuous service is required to be eligible for a Personal Leave. Personal Leaves do not carry a right to reinstatement.

1723 Jury Duty

1724 Full time Registered Nurses who have completed their initial introductory period shall be granted no less than five (5) days of regular pay for actual jury service on an annual basis. Additional jury service is without pay, although the Registered Nurse may use accrued PTO. Other Registered Nurses are granted time off for jury duty without pay, although they may use accrued PTO.

1725 Registered Nurses are required to provide reasonable advance notice of any need for such leave and are required to contact their Department Manager and to return to work if requested each day that they are not selected for jury duty.

1726 Medical Leave as Reasonable Accommodation

1727 Registered Nurses who do not qualify for Family Medical Leave or Pregnancy Leave, or who have exhausted available Family Medical Leave and/or Pregnancy Leave may be granted a Medical Leave as a reasonable accommodation, subject to the requirements of applicable law. The provisions above for leave procedures (1604-1606), benefits while on leave (1607-1612), and returning from leave (1612-1615) apply to Medical Leaves under this provision unless otherwise required by law.

1728 Union Leave

1729 Registered Nurses who have been in the employ of the Facility for at least two (2) continuous years may request a Union leave of absence in writing at least thirty (30) days prior to the requested leave. 'Union leave' is defined as unpaid leave for the purpose of working for UNAC/UHCP or its affiliates and requires the written approval by UNAC/UHCP and the Hospital. Union leave shall not exceed twelve (12) months.

1730 Benefits on Union Leave

1731 A Registered Nurse on approved Union leave may exercise his/her rights, if any, under COBRA to continue to participate in the Hospital health care insurance benefits. A Union leave will not affect previously accumulated benefits or Seniority, however, Registered Nurses taking approved Union leave will not accrue further Seniority or benefits while on leave.

1732 Return to Work from Union Leave

1733 A Registered Nurse desiring to return from approved Union leave shall provide the Hospital with thirty (30) days advance written notice of the desire to return. If the Registered Nurse's previous position is vacant, the Registered Nurse shall be returned to the position. If the Registered Nurse's previous position is not vacant, the Registered Nurse shall be offered an open position for which the Registered Nurse is qualified. If no such position is open, or if the Registered Nurse declines the position, the Registered Nurse shall be placed in Per Diem status or, if established by the Hospital, the Registered Nurse Intermittent Staffing Pool. The employment of a Registered Nurse who is not available to return at the end of an approved Union leave will terminate.

ARTICLE 18 – HEALTH, DENTAL AND INSURANCE PLANS

1801 Regular full-time and regular part-time Registered Nurses shall be eligible to participate in the Hospital's standard benefit plans on the same terms and conditions as the Hospital's other non-exempt employees, except as specifically provided for in this Article.

1802 Medical Insurance and Prescription Drug, Dental and Vision Plans

1803 Regular full-time and regular part-time Registered Nurses who are regularly scheduled to work at least forty-eight (48) hours or more per pay period are eligible to participate in the Hospital's group medical and prescription drug plan, dental, and vision plans after completion of thirty (30) days of continuous employment with the Hospital. The effective date of the insurance coverage begins the first day of the calendar month following completion of the thirty (30) continuous day of employment. Dependents of benefit-eligible Registered Nurses may also receive coverage if they meet the applicable eligibility requirements of the respective plans.

1804 Per Diem Registered Nurses who convert to a regular full-time or regular part-time status shall have a thirty (30) day waiting period as a regular full-time or regular part-time Registered Nurse to be eligible for insurance benefit coverage. Insurance benefit coverage shall begin the first day of the calendar month following the thirty (30) day waiting period.

1805 When covered Registered Nurses or their dependents are no longer eligible for coverage under these plans, they may be able to continue health care coverage at their own cost under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

1806 Life and AD&D Insurance

1807 The Hospital shall provide a Group Life Insurance Plan, including accidental death and dismemberment, at no cost for all regular full-time Registered Nurses, who are regularly scheduled to work seventy-two (72) hours or more per pay period, in a coverage amount equal to a projection of the Registered Nurse's annual base wages (not including overtime or any premium or differential pay). At age 65 the benefit will be reduced by 33%. At age 70, the benefit will be reduced by an additional 33%. The policy terminates when the Registered Nurse's employment ends.

1808 Eligible Registered Nurses shall be allowed to enroll in the Hospital's Group Life Insurance plan at the time of hire, but the insurance will not become effective until completion of thirty (30) days of continuous employment with the Hospital.

1809 The Hospital shall provide additional voluntary life insurance coverage for Registered Nurses who voluntarily want to purchase additional coverage. The premiums for this additional voluntary life insurance are fully paid for by the Registered Nurse.

1810 Matching Savings Plan

1811 The Hospital will continue to make available the Beverly Hospital Matching Savings Plan. Eligible Registered Nurses will be permitted to participate on the same basis as the Hospital's other non-exempt employees. Should the Hospital decide to make matching contributions for other non-exempt employees, contributions will be made on behalf of Registered Nurses using the same formula.

1812 Voluntary Long Term Disability

1813 The Hospital shall make available a voluntary long term disability Insurance benefits plan for eligible Registered Nurses. The long term disability insurance premiums shall be paid by the eligible participating Registered Nurse.

1814 Health Care and Dependent Care Flexible Spending

1815 The Hospital shall make available Health Care and Dependent Care Flexible Spending Accounts for Registered Nurses who are eligible for the Hospital's medical, dental, and vision plans. Eligible participating Registered Nurses may contribute up to the annual amount allowable under applicable IRS guidelines into a Health Care Spending Accounts and/or Dependent Care Account. The amounts are contributed pre-tax through a payroll deduction and the Registered Nurse may use such amounts to pay for eligible medical, dental, and vision care expenses.

1816 General

1817 Details of the premiums and benefits are contained in the plan documents for each individual plan. Copies of the plan documents, and the Summary Plan Descriptions are available in the Human Resources Department. In the event of discrepancies between this Agreement or the Summary Plan Descriptions and the plan documents, the plan documents shall prevail.

1818 The current premium costs for each plan are available from the Human Resources Department. The premium costs, allocation and benefits, and any changes with respect thereto, shall be the same for Registered Nurses as for other non-exempt employees of the Hospital. Prior to making any changes in premium costs, allocation or benefits, the Hospital shall notify the Union and, if requested, bargain about the proposed changes.

- 1819 The selection of the applicable insurance carriers and administration of the medical and prescription, dental, and vision plans shall rest solely with the Hospital.
- 1820 Eligible Registered Nurses who desire to enroll in the various plans may do so at the time of hire or during annual enrollment. Applications may be obtained from Human Resources or during the annual open enrollment period.

ARTICLE 19 – EDUCATION BENEFITS

1901 In-Service Education

- 1902 The Hospital shall establish and maintain in-service educational programs. Such programs may include general orientation for newly hired Registered Nurses, job assignment related training, and courses in new concepts, innovations and techniques in providing patient care. The Hospital shall publish announcements regarding these open programs throughout the Hospital in a timely manner.

1903 Mandatory In-Service Educational Programs

- 1904 Mandatory in-service or educational programs are those programs or courses that require the attendance of the Registered Nurse at a time and place specified by the Hospital as a condition of employment. Such programs may include, but are not limited to, staff meetings, in-service educational programs, special classes and continuing education classes.
- 1905 If the Hospital requires a Registered Nurse to attend a staff meeting or an educational program inside or outside of the Hospital, the time spent at such a meeting shall be compensated as time worked, including overtime if applicable. The Registered Nurse shall be reimbursed for any reasonable fees or travel expense incurred in connection with outside educational programs in accordance with this Article. No Registered Nurse shall be required to complete mandatory in-services or programs on lunch, break or non-compensated time.
- 1906 Registered Nurses shall be compensated at their base rate of pay, or overtime if applicable, for all hours spent attending courses required by the Hospital in order to retain their current positions. No tuition fee shall be charged for courses taken at Beverly Hospital or given by Flex-Ed or similar approved vendor. If no such course is reasonably available at the Hospital, with prior written approval from their Director and the Director of Human Resources, the Registered Nurse may attend the course at a nearby facility and will be reimbursed for approved tuition fees.

- 1907 If a Registered Nurse obtains prior written approval from the Registered Nurse's Director to attend a non-mandatory course, the Registered Nurse shall be compensated at the Registered Nurse's base rate of pay, or overtime if applicable. It shall be within the sole discretion of the Hospital as to whether to approve a request for attending a non-mandatory course.
- 1908 Travel time to and from such approved courses shall be paid in accordance with the requirements of applicable federal and state wage and hour laws.
- 1909 The Hospital shall continue to offer on a regular basis the following certification programs at no cost to all bargaining unit Registered Nurses.
1. Basic Life Support (BLS)
 2. Advanced Cardiac Life Support, provider (ACLS)
 3. Pediatric Advanced Life Support, provider (PALS)
 4. Neonatal Resuscitation Program (NRP)

1910 Pay for Continuing Education Hours

- 1911 Regular full-time Registered Nurses will be eligible for up to fifteen (15) hours pay each calendar year, at their base hourly rate, to attend job related continuing education. Regular part-time Registered Nurses will be eligible for up to eight (8) hours pay each calendar year, at their base hourly rate, to attend job related continuing education.
- 1912 Registered Nurses must obtain prior written approval from their Director for pay for continuing education hours. Response to requests for pay for continuing education hours will be made within ten (10) calendar days. Time off for education in excess of paid education hours may be granted using PTO or educational leave without pay.
- 1913 Upon completion of a Continuing Education Program, the Registered Nurse will present a copy of the Continuing Education Certificate and a 'Time and Attendance Correction Request Form' to the Registered Nurse's Director. The Director will authorize payment for educational hours consistent with this Article.
- 1914 Registered Nurses will be eligible to request pay for continuing education hours for classes offered by the Hospital as well as those available through outside providers in accordance with the applicable provisions of this Article.
- 1915 The Hospital will pay only for Continuing Education hours that are acceptable to the Board of Registered Nursing to maintain the Registered Nurse's license.

1916 Educational Leave without Pay

1917 Additional time to attend continuing education classes without pay may, at the discretion of the Hospital, be granted for the purpose of pursuing recognized individual educational goals.

ARTICLE 20 – HEALTH AND SAFETY

2001 The Hospital shall make reasonable provisions for the safety and health of all Registered Nurses during the hours of their employment, and for the review of unsafe conditions brought to its attention for any corrective action which may be appropriate. The Hospital, the Union and the Registered Nurses recognize their respective obligations and/or rights under existing state or federal laws with respect to safety and health.

2002 In the event that a Registered Nurse believes that a condition exists which would present a health or safety risk to Hospital employees or patients, the Registered Nurse shall immediately bring the matter to the attention of their Director and/or Safety Officer.

2003 Any Registered Nurse who is injured or becomes ill as a consequence of working at the Hospital, or believes that they may have been exposed to a working condition that could cause them to become injured or ill, shall immediately notify their supervisor. On the off shifts and weekends the Administrative Supervisor shall be contacted. The Registered Nurse must complete the Employee Accident Report. The Registered Nurse and/or supervisor will contact the Workers' Compensation Case Manager at the time of illness or injury. To the extent appropriate, the Registered Nurse may report to the Emergency Care Center (ECC) after consulting with your supervisor/Workers' Compensation Case Manager for initial evaluation and treatment.

2004 The Hospital shall continue to maintain an Injury, Illness, Prevention Program.

2005 The Hospital shall continue to provide security escorts to and from parking areas on request.

2006 The Association shall receive advance notification of meetings of the Patient Safety Team. The Association shall provide the Hospital with written notice of the Registered Nurse designated by the Association to attend the Patient Safety Team. The Association shall also provide the Hospital with the names of two alternates who may attend in the event that the designated Registered Nurse is unable to attend. Time spent attending the Patient Safety Team meetings shall be considered hours worked.

ARTICLE 21 – MANAGEMENT RIGHTS

2101 Subject to the applicable laws and regulations governing the health care industry, the Hospital retains all the rights, powers, prerogatives, functions and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, and for purposes of illustration only, the rights, powers and authority retained by the Hospital and not abridged by this Agreement include the following:

1. To manage, direct and maintain the efficiency of its business, operations and personnel;
2. To manage and control its departments, buildings, facilities, equipment and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To subcontract or discontinue work for business, economic, medical or operational reasons;
5. To utilize personnel from nursing registries or other temporary help agencies;
6. To direct the work force;
7. To increase or decrease the work force;
8. To determine staffing patterns and levels and the number of Registered Nurses needed;
9. To relieve or lay off Registered Nurses;
10. To hire, transfer and promote Registered Nurses;
11. To demote, suspend, discipline, discharge, and otherwise discipline Registered Nurses;
12. To maintain the discipline and efficiency of Registered Nurses;
13. To establish work standards, work schedules and schedules of operations;
14. To specify or assign work requirements and overtime;

15. To assign work and decide which Registered Nurses are qualified to perform such work;
 16. To determine working hours, shift assignments and days off;
 17. To adopt rules of conduct, appearance and safety and penalties for violations thereof;
 18. To determine the type and scope of work to be performed and the services to be provided to patients;
 19. To determine whether work will be assigned to bargaining unit Registered Nurses or other Registered Nurses, registry staff, travelers or other classifications;
 20. To determine the methods, processes, means and places of providing services to patients;
 21. To determine the quality of patient services;
 22. To acquire and dispose of equipment and facilities;
 23. To determine the places where work will be performed;
 24. To hire temporary Registered Nurses for designated periods of time;
 25. To pay wages and benefits in excess of those required by this Agreement;
 26. To effect technological changes in its equipment and operations;
 27. To assign Registered Nurses to training and educational programs;
 28. To takes steps deemed necessary to carry out the mission of the Hospital;
 29. To sell, close or dispose of all or part of the Hospital.
- 2102 The Hospital's failure to exercise any right, prerogative or function hereby reserved to it or the Hospital's exercise of any such rights, powers, prerogatives, functions and authority in a particular way, shall not be deemed a waiver of the Hospital's right to exercise such rights, powers, prerogatives, functions and authority or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement.

2103 In the event of a sale of the Facility for continued use as a short term acute care hospital (referred to herein as a “succession event”), the Hospital shall, within thirty (30) calendar days after the effective date of the succession event, provide the Union with the successor’s name, address and designated representative. Prior to the effective date of a succession event, the Hospital shall provide the potential successor with a copy of this Agreement, and shall insert in the sales agreement a requirement that the potential successor retain all or substantially all of the Registered Nurses, and continue to recognize the Union as the collective bargaining representative of the Registered Nurses. The Hospital also shall attempt to include in the sales agreement a requirement that the potential successor assume this Agreement. The parties agree that compliance with this Article shall constitute full satisfaction of any and all obligations to bargain regarding such sale and the Hospital shall have no further obligation to the Union with respect to the sale of the facility.

ARTICLE 22 – NO STRIKES OR LOCKOUTS

- 2201 During the term of this Agreement neither the Union nor its officers, staff representatives, members, or other representatives or agents, nor any covered Registered Nurse, will authorize, encourage, instigate, aid, condone, participate in, or engage in any strike, sympathy strike, work stoppage, picketing, slowdown, boycott or any economic action, interruption or interference with the Hospital’s work, or in any way impede the business of the Hospital.
- 2202 In the event of the occurrence of an unauthorized action, the Union will notify their member Registered Nurses that such action is unauthorized, and shall order a return to work or cessation of such action by all Registered Nurses. Further, nothing contained in this Agreement shall prevent the Hospital from disciplining any Registered Nurse who engages in conduct in violation of this Article.
- 2203 It is further agreed that the Hospital shall not engage in any lockout of Registered Nurses during the term of this Agreement.
- 2204 Claims by either Party of violation(s) of this Article, including a claim for damages and/or other remedies, shall be subject exclusively to the jurisdiction of the National Labor Relations Board (NLRB) and/or the courts, at the sole election of the individual Party. Claims by either Party of violations are not arbitrable and are not subject to the Dispute Resolution Article. Thus, either Party may proceed immediately to the NLRB or to the courts, and neither party may take actions that attempt to preclude the other’s choice of forum.

ARTICLE 23 – NOTICES

- 2301 Notices by the Union to the Hospital shall be mailed by certified mail (return receipt requested), hand delivered with a dated receipt provided or sent by overnight or express mail (next business day delivery) to the following address:

Gary V. Kiff, President and Chief Executive Officer
Beverly Hospital
309 West Beverly Boulevard
Montebello, California 90640

- 2302 Notices by the Hospital to the Union shall be mailed by certified mail (return receipt requested), hand delivered with a dated receipt provided or sent by overnight or express mail (next business day delivery) to the following address:

Ken Deitz, President
United Nurses Associations of California/Union of Health Care Professionals
955 Overland Court, Suite 150
San Dimas, California 91773

ARTICLE 24 – SAVINGS CLAUSE

- 2401 In the event that any provision of this Agreement shall be rendered invalid by applicable law or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not rendered invalid shall remain in full force and effect. If there is any conflict between the provisions of this Agreement and any legal obligations imposed on the Hospital by federal or state law, such legal obligations will be controlling. The parties recognize that this Agreement may contain provisions that exceed applicable legal requirements.

ARTICLE 25 – ENTIRE AGREEMENT

- 2501 The parties agree that this Agreement constitutes the entire contract between them, and that it is the complete agreement between the parties, that all of the understandings and agreements arrived at by the parties are set forth in this Agreement, and that all agreements, written and oral, previously entered into between the parties are superseded by this Agreement.
- 2502 Each Party expressly waives the right to demand further negotiations of any of the foregoing subjects. The Parties understand, however, that they may voluntarily agree to discuss issues that arise during the term of this Agreement that relate to wages, hours of work and conditions of employment, if the Parties mutually agree to do so.
- (a) With the exception of past practices that (i) have been reduced to writing and expressly incorporated into this Agreement, (ii) have been applied for a substantial period of time and are not inconsistent or at variance with the rights or obligations contained in this Agreement, or (iii) are contained in a policy approved prior to the effective date of this Agreement, past practices existing prior to the effective date of this Agreement shall not be binding on the Hospital, although the Hospital may choose to continue to follow them. Should the Hospital decide to make a substantive change to a policy that existed prior to the effective date of this Agreement, it shall provide the Union with at least thirty (30) calendar days advance notice and provide the Union with an opportunity to bargain over the proposed change.
- 2503 The provisions of this Agreement may not be amended, modified or supplemented at any time, except by written mutual agreement between the Hospital and the Union signed by both parties. Such modifications shall be limited to the provision(s) specifically addressed and will not affect any other provisions of this Agreement.

ARTICLE 26 – TERM

- 2601 This Agreement shall be in effect from May 8, 2012 and shall continue in effect to and including May 7, 2015. This Agreement shall be automatically renewed from year to year thereafter unless changed, modified or terminated as provided herein.
- 2602 Either Party wishing to change, modify or to terminate this Agreement must serve written notice of such desire to the other Party at least ninety (90) calendar days prior to the expiration date of this Agreement, or prior to any subsequent anniversary date if applicable.
- 2603 If a new Agreement is not reached prior to the expiration date, or any anniversary date thereafter, this Agreement shall terminate on the expiration or anniversary date unless the Parties, by mutual consent, execute a written extension of this Agreement for a specified period of time prior to the date of termination.

For United Nurses Associations of California/Union of Health Care Professionals

By _____

Its _____

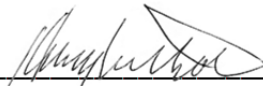
For Beverly Hospital


By _____


Its _____

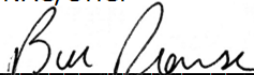
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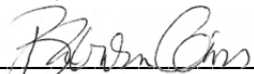
BEVERLY HOSPITAL REGISTERED NURSES ASSOCIATION
UNITED NURSES ASSOCIATIONS OF CALIFORNIA/
UNION OF HEALTH CARE PROFESSIONALS
NUHHCE, AFSCME, AFL-CIO

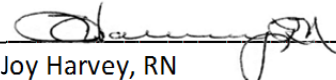
/s/ 
Henry Nicholas, President
National Union of Hospital &
Health Care Employees


/s/ 
Ken Deitz, RN
President
UNAC/UHCP

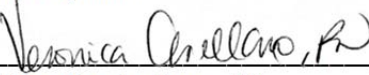
/s/ 
Barbara Blake, RN
Secretary/Treasurer
UNAC/UHCP

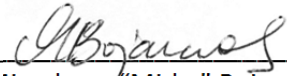
/s/ 
Bill Rouse
Executive Assistant to the Officers
UNAC/UHCP

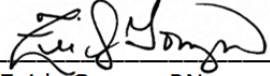
/s/ 
Barbara Lewis
Director of Representation and
Collective Bargaining, UNAC/UHCP


/s/ 
Joy Harvey, RN
Staff Representative
UNAC/UHCP

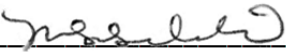
/s/ 
Moises Alarcon, RN
Staff Representative
UNAC/UHCP

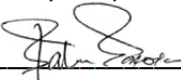
/s/ 
Veronica Arellano, RN
Negotiating Team Member
Beverly Hospital RN Association

/s/ 
Mirosława "Mirka" Bojarczak, RN
Negotiating Team Member
Beverly Hospital RN Association

/s/ 
Zeidy Gomez, RN
Negotiating Team Member
Beverly Hospital RN Association


/s/ 
Susan Justin, RN
Negotiating Team Member
Beverly Hospital RN Association

/s/ 
Maria Salcido, RN
Negotiating Team Member
Beverly Hospital RN Association

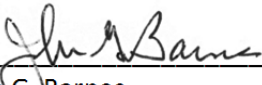
/s/ 
Isaac Saroia, RN
Negotiating Team Member
Beverly Hospital RN Association

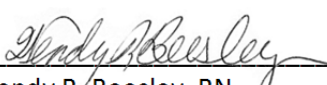
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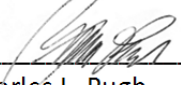
BEVERLY COMMUNITY HOSPITAL ASSOCIATION
dba BEVERLY HOSPITAL

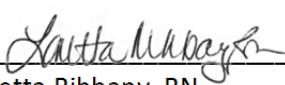
/s/ 
Jeffrey A. Berman
Seyfarth Shaw - LLP

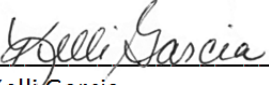
/s/ 
Gary V. Kiff
President and CEO
Beverly Hospital

/s/ 
John G. Barnes
Administrative Director, Human Resources
Beverly Hospital

/s/ 
Wendy R. Beesley, RN
COO/Sr. Vice President
Beverly Hospital

/s/ 
Charles L. Pugh
Controller
Beverly Hospital

/s/ 
Loretta Rihbany, RN
Workers' Compensation Case Manager
Beverly Hospital

/s/ 
Kelli Garcia
Employee/Labor Relations Manager
Beverly Hospital

LETTER OF AGREEMENT #1

Medical Examination

The parties agree as follows:

The Hospital reserves the right to arrange, at its expense, a medical examination of any Registered Nurse at any time to determine the Registered Nurse's fitness for the job or to comply with any legal requirement. In the case of a medical examination conducted after the commencement of employment, the Hospital shall give the Registered Nurse a minimum of seventy-two (72) hours' notice of the need for a medical examination. (This notice requirement does not apply in the case of reasonable suspicion or follow-up testing.) The Registered Nurse shall also have the right to have his or her physician at the Registered Nurse's expense express an opinion regarding the Registered Nurse's fitness for the job.

In the event the Hospital's physician and the Registered Nurse's physician disagree, the Hospital and the Registered Nurse shall select a mutually agreeable third physician to resolve the dispute. The decision of the third physician shall be final and binding on both parties, and the expense of the third physician shall be shared equally between the Hospital and the Registered Nurse.

APPENDIX A

Corrective Action and Discipline Policy

I. POLICY

The Hospital maintains a corrective action and discipline process that assists in the identification and resolution of work-related problems in an objective and constructive manner through one-on-one communication. The Hospital generally provides advance notice, whenever possible, to an employee to provide him or her with an opportunity to correct the behavior or conduct. Discipline may involve verbal counseling, and one or more written counseling or warnings, before an employee is subject to termination. However, exceptions or deviations may occur whenever the Hospital deems that circumstances warrant that one or more steps in the process may be skipped. Accordingly, circumstances may sometimes warrant immediate termination. Notwithstanding anything in this policy, it should be remembered that employment is at the mutual consent of the employee and the Hospital. Either the employee or the Hospital can terminate the employment relationship at will. No employee contract rights are created by this policy.

II. PROCEDURE

- A. Using this procedure to address work-related performance problems as they arise can benefit both employees and management by:
 - 1. Informing or reminding employees about accepted standards of performance and conduct
 - 2. Bringing performance or conduct-related problems to the employee's attention
 - 3. Establishing clear and objective guidelines for correcting the problem
 - 4. Demonstrating management's concern and assistance toward eliminating the problem and retaining the individual's employment whenever possible
 - 5. Providing management with an effective tool through which problem performance or behavior can be identified and corrected in a fair and consistent manner
 - 6. Encouraging management to take corrective action in a constructive and objective manner with employees who exhibit problem performance or behavior

- B. Each Department Manager, Supervisor, and Area Administrator is required to take appropriate action whenever he/she becomes aware of an act that constitutes a cause or causes for immediate discipline. The Administrative Director of Human Resources Department or his/her designee is to be consulted prior to suspension or termination and will review the action contemplated prior to its implementation.

C. Corrective Action may include:

1. Verbal Counseling – This form of counseling is generally used to inform an employee of poor performance or minor infractions of Hospital policies or standards. The Supervisor should document the content of the discussion and date/time in the employee's competency file maintained in the department.
2. Written Counseling – The written counseling form is used as a record of formal written counseling or warning. The Supervisor prepares the form by describing the problem in specific terms (dates, specific behaviors), identifying why resolution is needed, and reviewing relevant previous verbal or written counseling. During the one-on-one meeting with the employee regarding the problem, the Supervisor should ask the employee for the reasons for the situation, listen to the employee, attempt to involve the employee in resolution of the problem (including criteria used to determine resolution), indicate what specific action will be taken and follow-up date. The Supervisor and the employee should sign the form. If the employee refuses to sign, the Supervisor should ask another Supervisor to step into the meeting, and sign the form as a witness that the employee was counseled. A copy of the form should be given to the employee, a copy maintained in the department competency file, and the original sent to Human Resources Department.
3. Suspension – There are two types of suspension: disciplinary suspension and investigatory suspension.
 - a. Disciplinary Suspension without pay is a form of discipline available in instances of a serious offense or a repeated general offense. The problem should be documented on the written counseling form. An employee may be suspended without pay with the approval of Human Resources Department.
 - b. Investigatory Suspension without pay may be used to allow time to review allegations under investigation or as an alternative to immediate discharge. The Department Manager should notify Human Resources Department as soon as possible after placing an employee on investigatory suspension. The allegations and action taken should be documented on the written counseling form.
4. Discharge – Discharging an employee should be reviewed and approved by Human Resources Department prior to taking this action. The reasons for discharge should be documented on the written counseling form. Discharge for a serious offense can be made without prior written warning or other discipline to the employee. As stated previously, an alternative to immediate discharge is suspending the employee on "investigatory suspension" until complete facts can be collected and Human Resources Department consulted and a final check prepared. By law, when the Hospital discharges an employee he/she receives a final check for all hours including the day of termination

as well as for all accrued and unused Paid Time Off (PTO). The Department Manager is responsible for ensuring that the employee's Identification (ID) badges and Hospital property is returned.

- D. Like all other organizations, the Hospital also requires order and discipline to succeed in its efforts to provide for the well being and safety of patients, physicians, employees and the public. Some problems may call for more significant action, including termination without further notice. Although it is not possible to provide an exhaustive list of all types of non-permissible conduct and performance, the following are some examples of severe and unacceptable behavior which can be grounds for immediate termination:
1. Abuse or inconsiderate treatment of patients
 2. Unauthorized release or disclosure of confidential information
 3. Theft or unauthorized removal of property from patients, physicians, the Hospital, the public, or other employees
 4. Intoxication, unauthorized possession of alcohol, or being under the influence of alcohol while on the premises
 5. Unauthorized handling, possession, or use of narcotics or drugs while on duty
 6. Unauthorized possession of weapons, or other dangerous or unauthorized materials, such as explosives
 7. Harassing, threatening, intimidating, or coercing any other employee
 8. Malicious and/or intentional destruction of property
 9. Insubordination, including refusal to comply with a Supervisor's reasonable instructions, within the scope of employment
 10. Fighting, or use of abusive, profane, or threatening language with or about patients, physicians, other employees or the public
 11. Intentional falsification, misrepresentation or material omission of records
 12. Recording or altering the time worked record of another employee without the approval of the Supervisor
 13. Requesting or allowing another employee to record or alter one's time worked record
 14. Loitering or inappropriate conduct on the premises
 15. Non-compliance or disregard for any established and reasonable safety rule
 16. Horseplay or any other action that endangers others, Hospital property, or disrupts work

III. ATTACHMENT

Attachment A – Beverly Hospital Written Counseling

BEVERLY HOSPITAL WRITTEN COUNSELING FORM

Employee Name: _____ Date: _____

1. Description of the problem (include specific incidents and dates):
2. Reason why resolution is needed:
3. Summary of relevant prior verbal or written counselings:
4. Resolution of the problem and criteria to assess resolution has been reached:

The above information has been reviewed with me. My signature does not necessarily imply agreement. I understand I may write my comments on this form or submit them in writing to my Supervisor at a later date. I may use the employee grievance procedure within five (5) working days if I feel I have been treated unfairly.

Acknowledged by: _____ Date: _____
Employee

Noted by: _____ Date: _____
Supervisor/Manager/Director

Witnessed by: _____ Date: _____
(if staff member refuses to sign)

Reviewed by Human Resources: _____

Original to Human Resources File / Copy to Employee / Copy to Department Competency File
Rev: 1/1/2000

APPENDIX B

Personal Appearance/Dress Code Policy

I. POLICY

Personal Appearance/Dress Code

All Hospital employees, volunteers, and contractors are to project the most favorable possible image in regard to their appearance. All employees must remember that they set the example for professionalism, cleanliness and neatness both personally and in the Hospital. The Hospital's professional atmosphere is maintained, in part, by the image that employees present to patients and the public. Dress should be business professional, in good taste and appropriate to their position. Attention must be given to patient interaction, Infection Control Guidelines and Safety. Employees should use good judgment in determining their dress and appearance.

II. PROCEDURE

A. All employees must observe the following:

1. Hairstyles should be conservative, consistent with professional standards and may not interfere with the safe performance of work activity. In Patient Care areas, hair must be secured and/or covered at all times, and should not fall below the top of the shoulders. In Dietary, hair must be covered at all times when working in food production, preparation or serving areas.
2. All hair, including beards and mustaches, must be clean, odor free and may not be an unnatural hair color (e.g. green, blue, purple, etc.).
3. Employees should be clean-shaven, except as follows: Beards and mustaches are permitted if kept short, neatly trimmed, and well groomed. Beards may not be worn around food preparation areas unless measures are taken to maintain sanitary standards, which are approved by the Department Manager. Patient Care Providers who have facial hair must be able to pass the Fit Test.
4. All employees shall maintain personal cleanliness. Clothing must be neat and clean at all times and worn with appropriate undergarments.
5. Work clothing may not include the following: hoodies, T-shirts, sleeveless shirt or blouse, blue jeans pants, sweats, shorts, leggings, or miniskirts. Fabrics that are not permitted include leather, sheers without appropriate undergarments, and open-weave fabrics that expose skin.

Capri pants are permitted if they are professional and formal in appearance, such as, part of a suit set. Khaki, cotton or any capris that appear casual are not permitted.

6. All uniforms, skirts, dresses, slacks and pants shall be conservative in length and appropriate to the work environment. Skirts and dresses should be no more than two inches above the knee. Clothing must fit well, not too tight or baggy, too short, and be non-clinging. Clothing shall not include symbols/logos from commercial organizations or other healthcare providers.
7. Male management employees are expected to wear a dress shirt, tie and slacks. Male staff members may be required to wear a dress shirt and tie based on their position.
8. It is not acceptable to wear clothes that are low cut or expose parts of the body that would be considered inappropriate for business.
9. Jewelry should be conservative, consistent with department standards and not jeopardize safety or patient care. Size and the amount of jewelry may not interfere with the performance of work activity or create infection control issues. School or professional related pins denoting academic achievement or professional certification and service award pins are acceptable. Cloth bracelets may not be worn in patient care areas due to infection control issues.
10. No visible piercings are allowed other than a maximum of two piercing per ear. No facial piercings, visible body piercings, or ear lobe plugs are permitted.
11. Tattoos should be covered as much as possible except where Infection Control practices/procedures supersede. In situations where Infection Control can be better practiced by removing an overcoat or clothing covering a tattoo then that procedure should be followed.
12. Hospital issued identification badges must be worn above the waist and must be visible and readable at all times during working hours. No pin/sticker may be worn on the identification badge.
13. Shoes should be comfortable and a safe heel height. If the employee works in an area with public contact, it is recommended that colored nylons, hose, or socks be worn. White tennis shoes may be worn when approved by the Department Manager and Human Resources. No flip-flops, thongs, or sandals may be worn. CROC or Gorilla, or CROC or Gorilla style shoes are not permitted. In patient care areas, footwear must be closed toed and closed back. Sling back shoes may not be worn in patient care areas or the Laboratory.
14. Excessive use of perfume, cologne, perfumed personal hygiene products, and makeup is not permitted.
15. Employees required to wear laboratory coats must dress professionally under the laboratory coat and adhere to the Dress Code Standards above.
16. Direct care providers, those who come in direct contact with patients, are prohibited from wearing artificial nails (e.g. Nursing, Phlebotomists, Respiratory Care Providers, Security, Housekeeping, and Food Service Workers). Nails should be kept clean, well

trimmed and moderately short as appropriate for their position. Nail polish, if used, should be a conservative tone and in good repair. Food handlers must wear gloves in food production, preparation or serving areas.

- B. While at work, including during breaks and meal periods, all employees will conform to the guidelines as stated in this policy. If an employee, because of legitimate religious convictions or medical condition is unable to conform to the employee Dress Code, it is the employee's responsibility to provide the Department Manager with the information that supports the need for the exemption. The Department Manager, together with the Administrative Director of Human Resources, will determine the appropriateness of the exemption request on an individual basis.
- C. All employees are expected to dress appropriately for their position, and to follow these guidelines concerning appropriate dress and grooming. Each Department Manager is responsible for making sure that this is done. Employees who are inappropriately dressed or who are not in compliance with these guidelines may be sent home and directed to return to work in proper attire. Such employees will not be compensated for the time away from work.
- D. As determined by the Hospital, certain job classifications require uniforms. Uniforms furnished by the Hospital are not for use outside the premises and are not a substitute for personal attire. These uniforms should not be worn or taken off the premises without the approval of an employee's Department Manager.
- E. Department Managers may require employees to wear clothing of a specific style and/or color. Department Managers will determine what clothing is appropriate to the type of work the employee performs. Extremes in fashion or clothes inappropriate to the Hospital environment are not permitted.
- F. It is the responsibility of each Supervisor/Department Manager to explain the specific dress standards for their department to each employee.
- G. Employees are encouraged to ask their Supervisor/Department Manager when they have questions about their personal appearance or the Dress Code.
- H. Any exception to the above guidelines requires Administrative approval.

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