

Tentative Agreement

9/25/2023

SNA Counter 9.25.23 to Hospital Proposal 9.25.23 (SNA original proposal #25)

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**ARTICLE VI - CATEGORIES OF NURSES**

**A. Regular, Temporary, Relief and Casual Categories**

9/25/2023

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1. **Regular Nurses**

a. **Regular Full-Time**

Full-time Nurses are regularly scheduled to work seventy-two (72) hours up to eighty (80) hours in each fourteen (14) day pay period.

b. **Regular Part-Time (RPT) Nurses**

(1) RPT - 4: Part-time Nurses who are regularly scheduled to work sixty (60) hours up to seventy-one (71) hours in each fourteen (14) day pay period.

(2) RPT - 3: Part-time Nurses who are regularly scheduled to work forty-eight (48) hours up to fifty-nine (59) hours in each fourteen (14) day pay period.

(3) RPT - 2: Nurses classified as RPT2 on the date of ratification of this Agreement, will continue to be in this classification until the Nurse(s) change to a different status.

2. **Temporary Nurses**

Temporary Nurses are employed by the Hospital to cover regular positions for a period not to exceed six (6) months. Temporary Nurses are entitled to holiday pay (for working a holiday), but to no other employee benefits. Temporary Nurses are not entitled to participate in the benefit plans set for the in Article IX, unless offering participation in a plan is required by law.

3. **Relief Nurses**

Relief Nurses are employed by the Hospital for coverage of regular positions when Regular Nurses are not available or in exceptional circumstances.

a. **Assignments**

The Hospital may post Relief positions as either Group B or Group C. All Relief Nurses will be assigned to a department (including the Float Pool) consistent with their competency and level of training, and will be called or scheduled for work on the basis of seniority, using the following procedure;

- (1) When the advance nursing schedule is being prepared, Relief Nurses will be scheduled for two (2) shifts a week, starting with the senior Relief Nurse. After two (2) shifts have been scheduled for each Relief Nurse, then any remaining work will be scheduled by seniority, starting again with the senior Relief Nurse. This is subject to the Relief Nurse's minimum availability schedule and the amount of work available. The schedule shall reflect the Relief Nurses availability for shifts not scheduled.

b. **Availability Requirements**

- (1) The Hospital reserves the right to terminate a Relief Nurse's employment if ~~she/he~~they consistently does not comply with the minimum availability requirements listed below.

- (a) **Relief Nurse Group B:** A Relief Nurse in Category B will be required to work:

- (i) Every other weekend; and
- (ii) One (1) major and one (1) minor holiday each calendar year.

The Nurse must be available a minimum of four (4) shifts per month for departments that normally close on the weekend (e.g. ~~Endo, Cath Lab, Outpatient~~). For departments that close on recognized holidays, the Nurse must be available for shifts one (1) day prior or one (1) day after one (1) major and one (1) minor holiday.

- (b) **Relief Nurse Group C:** A Relief Nurse in Category C will be required to work:

- (i) Every other weekend; and
- (ii) One (1) major and two (2) minor holidays each calendar year; and
- (iii) Five (5) shifts each four (4) week scheduling period or eight (8) shifts each six (6) week scheduling period (in addition to requirements set forth in (i) and (ii) above).

The Nurse must be available a minimum of four (4) times per month for departments that normally close

on the weekend (~~e.g. Endo, Cath Lab, Outpatient Outpatient~~). For departments that close on recognized holidays, the Nurse must be available for shifts one (1) day prior or one (1) day after one (1) major and two (2) minor holidays.

- (c) Relief Nurses in Relief Groups B and C scheduled to work 12 hour shifts shall be required to be available no more than every third (3rd) weekend. In the event of extraordinary department needs (such as vacations, leaves, or vacancies, etc.), a Nurse may be required to be available every other weekend, no more than one (1) six (6) week scheduling period per calendar year. Any additional weekend shifts scheduled as a result of the foregoing provision shall be assigned in order of reverse seniority.
  - (d) In departments where Nurses are required to be on call, the shifts/hours a Relief Nurse participates in call coverage shall be counted toward the Relief Nurse's minimum availability requirement for each scheduling period.
  - (e) Relief Nurses will be excused from providing periods of availability for any period of time in which they will be on an approved vacation or leave of absence.
  - (f) Each Relief Nurse shall, upon initial assignment as a Relief Nurse, indicate ~~her/his~~their preference for availability on either Thanksgiving or Christmas. Fifty percent (50%) of the Relief Nurses shall be available on Thanksgiving and fifty percent (50%) shall be available on Christmas, provided however any conflicts shall be decided by seniority. Holiday availability assignments shall be rotated between the two (2) major holidays each succeeding calendar year. No Relief Nurse shall be required to be available to work on both major holidays in a calendar year.
- (2) The Relief Nurses' selection of groups, and changes in groups, shall be in accordance with the following:
- (a) Relief Nurses designated as Group B who meet the availability requirements will be paid a differential of twenty percent (20%) above the base hourly rate in lieu of all fringe benefits. Relief Nurses designated as Group C who meet the specified availability requirements, will be paid a differential of twenty-five percent (25%) above the

base hourly rate in lieu of all fringe benefits. In the event healthcare reform requires the hospital to provide medical benefits to Nurses covered by this paragraph, the Association agrees to discuss modification of the differential set forth herein.

- (b) Relief Nurses may change groups, upon written request to their ~~Director~~ Manager. Relief Nurses must give ~~thirty-five (35) days prior to the next schedule~~, written notice of their intent to change status in either May or November of each calendar year. and- The change will take effect at the beginning of the next six (6) week work schedule following the written request provided that the written request is submitted at least thirty-five (35) calendar days before the first day of that schedule. All other requests will take effect at the beginning of the second six (6) week work schedule following the written request. Relief Nurses may not request a status change more frequently than ~~two (2) times once~~ per calendar year. In special circumstances, a Manager has the ability to change the status more frequently based on the needs of the department if the Nurse and Manager are agreeable. A newly hired Nurse to a Relief Nurse position may not make a change of group until they have worked six (6) months in the group to which they were hired.
- (3) Regular Nurses who wish to convert to Relief status and for Relief Nurses who wish to change their department and/or shift, the bidding provisions set forth in Article XIII will be followed.

c. **Availability Schedule**

- (1) Each Relief Nurse will submit an availability schedule thirty-five (35) calendar days before the first day of the ensuing six (6) week work schedule.
- (2) Advance scheduling will be done in order to grant Regular Nurses requests in a timely manner. Each Regular Nurse will submit schedule requests thirty-five (35) calendar days before the first day of the ensuing six (6) week work schedule. The Manager will have schedules available in the department ten (10) calendar days before the first day of the ensuing six (6) week work schedule.
- (3) If Relief Nurses have not been pre-scheduled they may cancel their availability up to eight (8) hours prior to the start of that shift.

- (4) When the Relief Nurse is scheduled ~~she/he~~ they cannot cancel unless there is a replacement Nurse available.
- (5) The Relief Nurse must notify the Staffing Coordinator where and when ~~she/he~~ they can be reached if ~~she/he~~ they will be away from ~~her/his~~ their phone for an extended period of time during the eight (8) hours prior to the shift.
- (6) When a Relief Nurse's availability schedule is submitted after the date required, in sub-paragraph one (1) above, the date of submission, not seniority, will be the determining factor in which the Relief Nurse will be scheduled to work.
- (7) Current and future Schedulers and Managers shall receive a one-time training to the scheduling process. The Association shall have input into the training content. The content shall include all pertinent provisions of this Agreement as well as all applicable Hospital policies.
- (8) **Standards for Absence**
  - (a) If a Relief Nurse is obligated to work every third (3rd) weekend and is absent on scheduled weekends in excess of two (2) weekends per calendar year, the Relief Nurse must substitute an alternate weekend no later than the end of the next schedule or find a substitute.
  - (b) If a Relief Nurse is obligated to work every other weekend and is absent in excess of three (3) weekends, the Relief Nurse must substitute an alternate weekend no later than the end of the next schedule or find a substitute.

d. ~~\_\_\_\_\_~~ **Cancellation**

~~If insufficient work requires cancellation of Relief Nurse(s), a senior Relief Nurse shall not be cancelled unless such Nurse has worked two (2) shifts each calendar week, provided the senior Relief Nurse has the skills and competencies required to work with the patient population on the unit. In the event the senior Relief Nurse has worked two (2) shifts in the applicable calendar week, a junior Relief Nurse shall not be cancelled in lieu of the more senior Relief Nurse unless such junior Relief Nurse does not have the skills and competencies to work with the patient population on this unit.~~

e- d. **Vacation**

Each Relief Nurse who is obligated to work every third (3rd) weekend is entitled to pre-schedule two (2) available weekends per year for vacation, and each Relief

Nurse who is obligated to every other weekend is entitled to pre-schedule three (3) weekends per year for vacation, subject to seniority. The request for vacation must be made at least two (2) schedule periods in advance.

4. **Casual Nurses**

- a. Casual Nurses are used to supplement Registered Nurses in the Regular, Relief and Temporary categories. The purpose of this provision intent is to provide the Hospital with access to Nurses in the community who wish to continue Nursing but are unable to work on a regularly scheduled basis or are unable to commit to the standard minimum availability requirements of the categories' set forth in this Article, and to offer continued employment to Nurses who might otherwise be forced to resign because of these same schedule and availability problems.
- b. The Hospital will employ as Casual Nurses, Nurses desiring such employment, including those Nurses currently employed by the Hospital. Casual Nurses shall be subject to the terms set forth below:
  - (1) Casual Nurses will be hired based upon the Hospital's evaluation of their abilities and on the Hospital's needs. A Casual Nurse employed as Staff Nurse I will be identified to the Manager/Lead Nurse in the department/shift to which she/he is assigned and will be given assistance by the Manager/Lead Nurse as needed to assure that the Casual Nurse is competent to fulfill ~~her/his~~their assigned duties and responsibilities.
  - (2) Casual Nurses shall be scheduled or assigned to work on an "as available" or "as needed" basis.
  - (3) The ROH Standard in effect as of the current Agreement is to be used for ROHs under this Agreement, including Casual Nurses.
  - (4) Casual Nurse A: A Casual Nurse A must be available to work at least two (2) shifts in each three (3) month period. A Casual Nurse A is not entitled to pay in lieu of benefits and shall not be entitled to participate in the Hospital's benefit plans, except as provided by law or the terms of a particular plan.
  - (5) Casual Nurse B: A Casual Nurse B must be available to work at least ninety-six (96) hours in each six (6) month period. If the Casual Nurse B is ROH'd ~~she/he~~ they will be credited for such hours.
  - (6) A Casual Nurse B will be paid a differential of fifteen percent (15%) above ~~her/his~~ their base hourly rate in lieu of all fringe benefits. In the event Health Care reform requires the Hospital to provide medical benefits to Nurses covered by this paragraph, the Association agrees to discuss modification of the differential set forth herein.

- (7) The Hospital reserves the right to terminate a Casual Nurse's employment if she/he consistently does not comply with the minimum availability requirements listed above.
- (8) A Casual Nurse A may change to Casual Nurse B by providing a written request to ~~her/his~~their manager. A Casual Nurse B may not change to a Casual Nurse A status.
- (9) Newly hired Casual Nurses will receive one (1) year of seniority for every one (1) year worked of Casual employment in the bargaining unit and will be on probationary status per Article XIC. Nurses reclassified as a Casual Nurse will retain ~~her/his~~their accumulated seniority and will accumulate additional seniority on the same basis.
- (10) A Casual Nurse will be hired or reclassified and move through the salary range on ~~her/his~~their Step Entry date in accordance with Article XI and Article VII, Section A of this Agreement. Provided further, Casual Nurses will receive the applicable shift differential when working a PM or Night shift, will be covered by the overtime and scheduling provisions of Article VIII, A through F of this Agreement, and will receive Lead Nurse or relief in higher classification, when applicable.
- (11) The date a newly hired Nurse shall begin to be credited with employment toward eligibility for the retirement plan, PTO, health plan and educational leave, will be the date ~~she/he~~they becomes a Relief or Regular Nurse in accordance with such plans and/or policies as provided for in Article IX and in accordance with Article XI.
- (12) A maximum of three percent (3%) of the Hospital's paid Nursing hours in each calendar year will consist of Casual Nurse hours. Any increase in that percentage will be mutually agreed upon between the Association and the Hospital.

Except as specified in sub-paragraphs (1) through (12) above, all terms and conditions of the Agreement shall apply to Casual Nurses.

Twice a year the Hospital will provide the Association, at its request, with information as to the number of hours worked by Casual Nurses and RN hours worked during the preceding six (6) month period.

**B. Change In Category Status**

When a Nurse changes from one category to another, the Nurse shall be subject to the following terms and conditions:

1. **Full-Time To Part-Time, Or Part-Time To Full-Time**

- a. Stay in same salary step;
- b. Keep same Step Entry date for salary step progression and benefits;
- c. Carry over fringe benefit accumulation to date of change; thereafter, benefits are to be accrued in accordance with Article IX and Article XI.

2. **Full- or Part-Time To Relief**

- a. Stay in same salary step;
- b. Eligible for progression to next salary step on next Step Entry date provided that the Nurse has complied with the requirements of Section A-3-b of this Article.
- c. Pay out Paid Time off (PTO) accrual.

3. **Relief To Regular**

- a. Stay in same salary step;
- b. Eligible for progression to next salary step on next Step Entry date, provided that the Nurse has complied with the requirements of Section A-3-b of this Article.
- c. Relief Nurse's fringe benefit accumulation set forth in Section A above shall commence on the effective date of ~~her/his~~their change in status in accordance with the plans and/or policies as provided for in Article IX. However, a Nurse shall retain benefit accumulation provided such retention of such benefit accumulations is allowed under the terms of the plans and/or policies as provided for in Article IX and in accordance with Article XI.

4. **Temporary To Regular**

If, during the term of temporary employment or at the conclusion thereof, a Temporary Nurse moves to Regular Nurse status, service credit for probation and salary step progression will be retroactive to the date of ~~her/his~~their employment as a Temporary Nurse.

C. **Process for Change of Category**

1. — The Hospital and Association have a shared interest in remaining sensitive to work- life balance while assuring patient care needs of the community are met.



The Hospital and Association agree to partner together to explore limited additional part-time opportunities to advance both goals in a balanced way that is fiscally responsible. The Nurse Coordinating Council will hold a special meeting upon request to explore these issues. ~~A Nurse, upon written request to her/his Manager, may request to change her/his category, either to increase or decrease her/his hours. The Nurse shall make this request by submitting to her/his Manager and to Human Resources a completed and signed request, which shall include the nature and date of the request.~~

2. ~~The Manager shall respond, in writing, to the Nurse within thirty (30) days of submission of the request by the Nurse. The decision whether to re-categorize the Nurse shall remain within the discretion of the Hospital. Responses to requests will include:~~
  - a. ~~Approval of the request with an effective date, or~~
  - b. ~~Denial of the request with an explanation of the criteria used to deny the request.~~

D. **Nurses Retained from External Staffing Sources**

1. The Hospital and the Association agree that the Hospital may employ and/or contract with Registry or Travel Nurses for the following purposes only: provide staffing coverage for a Nurse's leaves of absence, for temporary coverage of posted Nurse positions until the positions are filled, and to provide staffing coverage when Nurses must be relieved from duty to attend extensive mandatory education. The Hospital may also employ and/or contract with Registry or Travel Nurse for temporary coverage during a sustained increase in census anticipated to last longer than thirty (30) days. The Hospital shall not use Registry or Travel Nurses to avoid hiring Regular, Relief, or Casual Nurses.
2. It shall be considered a violation of this Agreement to schedule a Nurse retained from external staffing agencies (~~Agency~~Registry or ~~Traveler~~ Nurse) for any shift before scheduling Regular Nurses for their full-time or part-time commitment and before scheduling Relief/Casual Nurses for shifts for which they have submitted availability per Article VI A, 3 c. (1) and Article VI A, 4 b. (4). Nurses who do not submit timely availability as set forth herein shall not be entitled to displace a scheduled ~~Agency~~Registry or ~~Traveler~~ Nurse. In the event that an Agency or Traveler Nurse works a shift for which a Regular and/or Relief/Casual Nurse should have been scheduled for as set forth herein, such Nurse shall be paid in accordance with Article-VIII – Hours of Work. Shift Differentials will be paid in accordance with Article VII, Compensation.