

SRMH Package Proposal: Article VII (Compensation), Article IX (Employee Benefits, PTO, Vacation Scheduling), Article XII (Reduction of Hours, Layoffs and Recall), Article XVI (Patient Advocacy), and Appendix A (Wage Increases)

NOTE: ALL WAGE INCREASES AND PROPOSED PREMIUM INCREASES WILL BE IMPLEMENTED THE SECOND FULL PAY PERIOD FOLLOWING RATIFICATION UNLESS OTHERWISE NOTED.

ARTICLE VII –COMPENSATION

A. **Salaries**

1. **Salary Schedules**

Salary schedules and increase effective date(s) for Nurses covered by this Agreement are set forth in Appendix A, and become effective in accordance with Article VII, Section H.

2. **Hiring Rates**

a. **Staff Nurse I**

A Nurse with less than ~~six (6) months~~ one (1) year of Registered Nurse employment within the last three (3) years on a regular basis, as defined in Article VI-A-1, in an acute care facility accredited by the Joint Commission on Accreditation for Hospitals or Medicare Accreditation (Acute Care Facility) shall be hired at Staff Nurse I. The Staff Nurse I rate will be 95% of the Staff Nurse II, Step 1 rate. ~~The Staff Nurse I will be moved to Step 1 of the Staff Nurse II rate upon satisfactory completion of the six (6) month probationary period. The probationary period of the Staff Nurse 1 will end upon satisfactory completion of six (6) months of service. A Staff Nurse I shall advance to Staff Nurse II Step II at the completion of one (1) year of service.~~

Step 1

b. **Staff Nurse II**

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New Nurses with at least ~~six (6) months~~ one (1) year of Registered Nurse employment within the last three (3) years on a regular basis, ~~as defined in Article VI A-1,~~ in an Acute Care Facility shall be hired as a Staff Nurse II.

- (1) A new Nurse who has Registry or Relief Nurse experience of at least one thousand (1,000) hours within the last three (3) years in an Acute Care Facility shall be ~~promoted~~ hired as to a Staff Nurse II, Step 1, ~~after the completion of the probationary period if the Nurse is evaluated as competent or higher.~~ The Nurse's verification of experience, as to the hours worked and the facilities for which she/he worked, must comply with paragraphs 2-c-(1) (b) & (c) and 2-c-(2), of this Section A.
- (2) If a Nurse is rehired after six (6) months or more have elapsed since the Nurse's last day of work at the Hospital, the Nurse shall be given credit for purposes of Staff Nurse I or Staff Nurse II, Step 1 placement, for the Nurse's prior Regular or Relief employment with the Hospital, provided that the Nurse had at least one (1) year of regular employment or at least one thousand (1,000) hours of Relief work within the three (3) years immediately prior to ~~her/his~~ their rehire.
- (3) Section A-4 of this Article VII shall be applicable to Nurses with prior Relief or Registry experience, or who were rehired, in the same fashion in which it is applied to other Nurses.

c. **Salary Step Credit For Previous Experience**

- (1) For salary purposes only, newly hired Nurses are eligible to receive one salary step credit for three (3) years of previous experience within the last four (4) years prior to the date of employment at the Hospital, and two (2) salary steps credit for six (6) years of previous experience within the seven (7) years prior to the date of employment at the Hospital. The specifications regarding hiring step may be exceeded by hiring Nurses at the step that most closely reflects their years of

nursing experience in a “like” or similar position. However: a Nurse hired at Step 5 will not be eligible for progression to Step 6 in the wage scale until she/he has completed ten (10) years’ service at the Hospital. Hiring at Step 6 ~~and/or Step 7~~ higher is discouraged as this represents wage steps designed to reward longevity at the Hospital ~~(10-20 years of service)~~. If a Nurse is hired at Step 6 ~~or higher she/hethey~~ will not progress to ~~Step 7~~ the next step on the wage scale until ~~they have the she/he has twenty (20) requisite~~ years of service at the Hospital to advance to the next step. The following will govern whether a new Nurse’s prior experience is eligible for salary step credit under this provision:

(a) **Scheduled Hours of Applicable Experience**

At a minimum, the experience must have been on a permanent part-time basis of at least twenty (20) hours per week.

(b) **Nature Of Prior Employer And Employment**

The experience must have been as a Registered Nurse in an Acute Care Facility in a position similar to the position of employment at the Hospital. This shall not preclude the Hospital from paying a higher step or higher classification if the quality of experience or the qualifications of the newly hired Nurse justifies placement on a higher step.

(c) **Verification of Experience**

- (i) Satisfactory verification of previous experience must be submitted to the Hospital before any credit will be given for such experience. Credit for prior experience will be effective the first day of the pay period closest to the date such verification is received by the Hospital.

- (ii) The Hospital will attempt to verify the amount and type of experience listed by the Nurse on her/his employment application by contacting the prior employer directly. However, if the Hospital's initial inquiry to the prior employer does not provide satisfactory verification, the Nurse will be so informed, and the Nurse will be responsible for securing and submitting satisfactory verification to the Hospital prior to such Nurse receiving prior experience credit.
- (2) Until satisfactory verification of eligibility for prior experience credit has been received by the Hospital, the new Nurse will be hired and paid at Step 1 of the applicable salary range. When satisfactory verification has been submitted to the Hospital, salary credit will be implemented as set forth ~~in Section A 2 e (1)(e)(i) above.~~

d. **Nurses Who Were LVNs or OR Techs At The Hospital**

An LVN or OR Tech employed by the Hospital for at least one (1) year, and obtains a license as a Registered Nurse and is thereafter employed by the Hospital as a Nurse, the Nurse shall be paid as a Staff Nurse II unless this would result in a salary reduction. In such event, (1) the Nurse's salary shall remain the same as she/he received as an LVN or OR Tech, ~~and (2) at the end of the six (6) months of employment as a Nurse, the Nurse shall be eligible for advancement to Staff Nurse II, Step 1;~~ and thereafter, (3) the Nurse shall be eligible for progression through the remaining salary steps one (1) year after the ~~preceding increased~~ date of hire as a Staff Nurse I.

3. **Promotion to Staff Nurse III, IV or V and Wage Increases**

Staff Nurse III, IV and V are designations on the clinical ladder as a

contain ~~seven~~eight salary steps (steps 2, 3, 4, 5, 6, 7, 8 and ~~8~~9). Each step shall be established at five percent (5%) above the monetary amount of the corresponding step of the Staff Nurse II/Staff Nurse III salary schedule. Staff Nurses on all shifts shall be eligible for promotion to Staff Nurse III/IV.

Any Nurse who receives a Corrective Action Plan (CAP) (written level or above) will be removed from the Clinical Ladder and can re-apply after the CAP criteria have been met.

b. Promotion to Staff Nurse V

Staff Nurse V is the highest designation on the clinical ladder and reflects a heightened level of commitment to the nursing profession and the Hospital. Current Staff Nurse IV's in good standing may apply for this designation annually. Applicants approved for this designation by the Hospital will receive a five percent (5%) differential in pay above Staff Nurse IV while participating in the program. Details concerning Staff Nurse V performance criteria and the application and approval process are attached as Appendix D.

c. Clinical Ladder Advisory Committee

The parties agree to create a Clinical Ladder Advisory Committee employing a shared governance structure (three (3) Hospital representatives and three (3) bargaining unit representatives, with each party to choose its own). A Human Resources representative and an Association representative may also attend meetings to support the Committee.

The Hospital will pay each participating Nurse up to three (3) hours per quarter for committee work at the Nurse's regular base hourly rate. The parties may mutually agree on additional paid hours. For proper scheduling, all Committee members must provide advance notice to their managers of meetings.

non- management pathway to promotion. Participation in the clinical ladder program requires the following:

a. Promotion to Staff Nurse III or IV

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A Nurse will be promoted to Staff Nurse III or IV provided she/he was at least RPT- 2 status or worked the equivalent number of hours. (MROHs, Relief cancellation of scheduled shifts, or approved leaves of absences, will not disqualify a Nurse.) A Nurse must meet or exceed all Staff Nurse II criteria for clinical knowledge/skills, communication skills and age specific and developmental needs of patients and families as determined by the Staff Nurse II job description/evaluation.

Nurses must meet regulatory standards for documentation including charting, establishing and updating care plans and patient education materials.

As clinical leaders, Staff Nurse IIIs and IVs share knowledge and skill by teaching and mentoring new and experienced Nurses and participate in the peer review process as requested by their manager/peers.

The criteria for selection to, and advancement within, the Clinical Ladder for Staff Nurse III/IV are set forth in Appendix C for Clinical Ladder Performance Criteria. These requirements reflect a level of professionalism and are not meant to be in addition to specific performance criteria where they would duplicate such criteria. Staff Nurse IIIs and IVs are required to attend 75% of department staff meetings, provided at least two (2) meeting times are offered each month.

A Staff Nurse who is promoted to the Staff Nurse III/IV classifications will be placed at the same step in the Staff Nurse III/IV salary schedule that she/he held in the Staff Nurse II/III salary schedule. The Staff Nurse III/IV salary schedule shall

The Committee will review the Clinical Ladder Performance Criteria and Clinical Ladder process, and will educate Nurses and Nursing Managers and Directors about the Clinical Ladder Program. The Committee will work with management to help ensure that the Clinical Ladder Performance Criteria and Clinical Ladder process are administered consistently across all Hospital departments. The Committee may recommend modifications to the Clinical Ladder Performance Criteria, but may not unilaterally make changes to this Agreement.

4. **Step Advancement**

Progression through each of the ~~eight~~ nine (9) steps of the salary range is automatic.

~~Nurses hired as a staff Nurse I shall have their six (6) month probationary period credited for the purpose of step advancement/recognition described in a, b, c and d below.~~

a. **Step 6 Increase for 10 Years of Service**

Nurses who complete ten (10) years of service will be eligible to progress to Step 6 as of their Step Entry date.

b. **Recognition for Step 7 Increase for 15 Years of Service**

Nurses who complete fifteen (15) years of service shall receive a check for \$5,000.00 (plus \$1,000.00 to cover taxes). This amount will be subject to Federal and State taxes will progress to Step 7 as of their Step Entry Date. Step 7 will be one and on-half percent (1.5%) above Step 6.

c. **Step 8 Increase for 20 Years of Service**

Nurses who complete twenty (20) years of service will be eligible to progress to Step 7 as of their Step Entry date. Step 7 shall be two and one-half percent (2.5%) above Step 6.

d. **Step 9 Increase for 25 Years of Service**

Nurses who complete twenty-five (25) years of service will be eligible to progress to Step 8 as of their Step Entry date. Step 8 shall be two and one half percent (2.5%) above Step 7.

B. Shift Differential

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1. The Hospital will pay a shift differential of nine percent (9%) of the Nurse's Staff Nurse I, II, III, IV or Staff Nurse V base hourly rate for ~~the P.M. shift.~~ all hours worked from 3 P.M. until 11 P.M.
- 1.2. A shift differential of twenty five percent (25%) of the Nurse's Staff Nurse I, II, III, IV or Staff Nurse V base hourly rate for ~~the Night Shift.~~ all hours worked from 11 P.M. until 7 A.M
- 2.3. Except for PTO, non-worked time such as training, meetings, compassionate leave, Jury Duty, and court appearances, are not eligible for shift differential pay.
3. ~~A Nurse working in a designated variable shift position will be paid for PTO at her/ his base hourly rate plus the blended shift differential designated PTO for that Nurse's position. The blended shift differential for such positions shall be based on either (a) the hours regularly worked by the Nurse during her/his shift (e.g. 11:00 a.m. to 7:00 p.m.), or (b) the hours regularly worked by the Nurse rotating between two different shifts (e.g. P.M.s/Nights). The Nurse or her/ his manager may request a shift reclassification on a quarterly basis.~~
4. ~~A Nurse assigned by the Hospital to a regular eight (8) hour day shift which extends beyond 6:00 p.m. shall be paid the P.M. shift differential for the regular hours worked after 3:00 p.m. A Nurse assigned by the Hospital to a regular eight (8) hour P.M. shift which extends beyond Midnight shall be paid the night shift differential for the regular hours worked after 11:00 p.m.~~
- 5.4. ~~If a Nurse works two (2) or more hours of overtime as an extension of her/ his regular straight time work hours at the Hospital's request to staff the next shift, overtime will be at the shift differential rate~~

~~applicable to those overtime hours worked.~~ No Nurse, however, will lose her/ his shift differential if requested to work the day shift as an extension of the night shift.

6.5. Nurses who orient on a different shift with a lower differential than the shift for which they were hired, will be paid the shift differential equal to the shift to which they were hired for all such orientation hours.

C. **Relief At Higher Classification**

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Nurse temporarily assigned to a higher classification will receive the hourly rate for such higher classification at the corresponding step of her/his own salary range.

D. **Standby And Call Back Premium**

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1. **Standby:** When the Hospital reduces a Nurse's hours under the Reduction of Hours, article, the Hospital may elect to place a Nurse on standby if the Hospital wants the option to call the Nurse into work during their regularly scheduled shift. Nurses may be placed on standby on a voluntary basis.
2. **Mandatory On-Call:** Nurses may be placed on mandatory on-call for a specific period of time and are required to be available to be called back to work if the need should arise.
3. **Voluntary On-Call:** At the discretion of management, Voluntary On-Call can be offered to Nurses in non-Mandatory On-Call departments. Nurses may be placed on-call for a specific period of time and are required to be available to be called back to work if the need should arise. The pay for Voluntary On-Call will be the same as Mandatory On-Call.
4. **Standby/On-Call Pay:** Nurses assigned to standby or on-call will be paid at the rate of ~~\$26.50~~8.00 per hour for the duration of the standby/on-call period.
5. While is Nurse is receiving ~~S~~standby/On-Call ~~P~~pay, the Nurse will not be eligible for call back pay for the same hours.
6. Standby and On-Call Nurses who are called into work must report to work within the required response time established by their department.
7. Standby/On-Call pay shall end when the Nurse has clocked in to begin their shift.
- 1.8. Standby Nurses who are called into work will be paid their base hourly rate

including applicable shift differentials. These hours will be considered hours worked for determining overtime eligibility.

~~2.9.~~ **Call Back Premium:** Mandatory and Voluntary On-Call Nurses who are called into work ~~Time worked as "call back" from standby status~~ shall be paid time and one half (1- 1/2) the Nurse's base hourly rate, including applicable shift differentials, ~~if applicable.~~

~~3.10.~~ **Call Back Minimum:** Nurses called back into work shall be guaranteed two (2) hours of work or pay in lieu thereof.

~~4.11.~~ Standby and/or eCall-Bback is not to be paid for overtime hours, and overtime hours will be paid in accordance with Article VIII. The only exception is that for ~~OB, OR~~Peri-op, ER~~Cardiovascular Services (including Cardiovascular PACU), Angiocardiography, Pre- and Post-Op Anesthesia Care Union (PACU), and Endoscopy Nurses,~~ the following will apply: if the Nurse is prescheduled to be on standby On-Call, and the Nurse then works overtime hours within those prescheduled standby On-Call hours as a continuation of his/her/their regularly assigned shift, the Nurse will receive the call back premium described ~~in paragraph D3 for all continuous hours worked above.~~ The call back minimum described ~~in D4~~above shall apply.

~~5.12.~~ A Nurse assigned stand-by to Mandatory On-Call on an observed holiday is eligible to take prescheduled PTO hours equal to the Nurse's regularly scheduled shift (e.g., 8 hours PTO if the Nurse is regularly assigned to an 8-hour shift, etc.).

~~6.13.~~ Nurses assigned to the Electrophysiology EP Lab and ASC Ambulatory Surgery Center Surgical, Ambulatory Surgery Center Pre-Op and PACU, and Endoscopy located at the Ambulatory Surgery Center who work overtime in excess of one-half (1/2) hour as an extension of their regular shift shall be paid at the rate of one and one-half time (1 ½) their base hourly rate of pay, plus shift differential if applicable, for all such hours worked. The call back minimum described ~~in D4~~above shall apply.

E. Call-In-Pay

A Nurse called in by the Hospital to work on a non-work day shall be paid for

the full shift where the Nurse is not called in sufficient time to arrive at her/histheir regular starting time, provided that the Nurse uses her/histheir best efforts to arrive on time, and actually arrives by no later than thirty (30) minutes after the start of the shift. If she/hethey are ~~is~~ called after the start of the shift, she/he shall be credited with a maximum of thirty (30) minutes.

F. Working Lower Paid Shift

If a Nurse is regularly assigned to the night shift and works a P.M. or day straight-time shift, at the Hospital's request, the Nurse will receive the night shift differential for such shift. If a Nurse is regularly assigned to the P.M. shift and works a day straight-time shift, at the Hospital's request, the Nurse will receive the P.M. differential for such shift. This paragraph will apply to 12-hour shift Nurses (e.g., 7 p.m. to 7 a.m.) who work a 12-hour shift consisting of day and P.M. hours at the Hospital's request. These Nurses will continue to receive their P.M. and night differential for all such hours.

G. Compensation for Extra Shifts

Compensation for Extra Shifts (CES) is a mechanism to reimburse regularly scheduled Nurses for working shifts in addition to their regularly scheduled shifts. These extra shifts assist the Hospital during periods of high census, high acuity, and when specialty skills are needed. CES must be expressly authorized by the Department Manager or Shift Administrator and approved by the Department Director.

Program Description

1. Nurses shall receive time and one-third of their base rate plus shift differential ~~of pay~~ for extra shifts worked and authorized as CES shifts in excess of 48 hours in a fourteen (14) day pay period prorated in two (2) hour increments on shifts of four (4) hours or more. Benefited Nurses who do not meet the forty-eight (48) hour eligibility requirement will receive an extra \$100.00 for day shift, \$110.00 for pm shift and \$125.00 for night shift per eight (8) hour shift, prorated in two (2) hour increments for shifts of four (4) hours or more.

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2. A Nurse on a CES shift shall be MROH'd according to Article XII-A of the Agreement.
3. The following shall be included in the 48 hours requirement for CES eligibility:
 - a. Pre-scheduled PTO
 - b. MROH
 - c. State and Federally mandated leaves including Compassionate Care Leave.
 - d. Pre-scheduled Continuing Education Leave
4. Short-term personal leave does not count towards CES eligibility.
5. Extra shifts for staff convenience disqualifies the Nurse(s) from being offered a CES for those shifts.
6. On-call time does not qualify for CES.
7. A Nurse must work all scheduled shifts during a pay period in order to be eligible for CES pay during that pay period, unless one (1) or more of such shifts fall within one (1) of the conditions for CES eligibility outlined above.
8. PTO shall continue to accrue for all shifts for which CES is paid including the shifts referred to in #2 and #3 above.
9. To facilitate the posting of part-time positions, it is agreed that a Nurse who transfers from a full-time into a part-time position in the same unit and shift will not be eligible for CES pay for the first year in the Nurses new part-time position.

H. Implementation of Increases in Compensation

All increases in compensation (across-the-board salary increases, merit or

special merit salary increases, shift differential, salary step credit, standby and call back pay, overtime pay, etc.) shall be implemented on the effective date of the increase.

I. Lead Nurse

1. The Lead Nurse will be a member of the Association and shall be covered by the terms of this Agreement. The position shall be posted and filled according to this Agreement. The number of hours and positions will be determined by the Hospital.
2. The Lead Nurse will assume responsibility for clinical oversight of the unit where she/he works, consistent with the Lead Nurse job description.
3. The Lead Nurse will be paid a six percent (6%) differential above his/her/their base rate of pay.
4. In the event a regular Lead Nurse is not working, a relief Lead Nurse shall be appointed, if needed, based on his/her/their ability to perform the Lead Nurse functions. Relief Lead Nurse shall be paid the same six percent (6%) differential above his/her/their base rate of pay for all hours worked as a Lead Nurse.
5. The Hospital also agrees that a Lead Nurse's functions cannot be such that, in the aggregate, such functions would result in the Lead Nurse being a supervisor for purposes of the National Labor Relations Act.
6. Both parties recognize that Managers may perform patient care or clinical functions on a regular basis, and the performance of this work will not be a violation of the Agreement. There will be a maximum of one Manager performing clinical functions per work shift in a department (e.g., regular patient assignment or performing lead functions). Additional Managers, however, may work in the unit to perform preceptor/education functions, or if additional staffing requirements remain and Nurses are not available to work. The assignment of additional Managers shall not result in ROHing of

qualified Staff Nurses.

J. Registered Nurse First Assistant

A Nurse who is certified as a Registered Nurse First Assistant (RNFA) will be paid a differential of twenty percent (20%) of her/his base rate of pay, for time spent working in the capacity of an RNFA. Two (2) hours minimum pay is required when the Nurse is scheduled to perform as an RNFA. Call is not required as a provision of this Agreement for the RNFA capacity.

K. Preceptor Differential

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A Nurse shall receive an additional \$3.00 per hour ~~\$15.00 for each eight (8) hour shift, \$18.75 for each ten (10) hour shift and \$22.50 for each twelve (12) hour shift~~ for all hours worked as a Preceptor. ~~when she/he is designated to serve as Nurse Preceptor.~~ The Nurse Preceptor Differential will not be available to Staff Nurse III or IV's who undertake preceptor responsibilities as one of their leadership criteria. The Hospital may require a Nurse to complete a Preceptor Training Program prior to serving as a Preceptor.

L. Float Differential

Nurses who float from their home department shall receive a float differential of five percent (5%) above the Nurse's base rate of pay for all hours worked while floating.

The five percent (5%) Float Differential will apply when a Nurse is temporarily assigned to work outside of ~~her/his~~their regular department in order to fill vacancies that occur in the regular functioning of the Hospital. (See Article II B.2.)

The five percent (5%) Float Differential will not apply when the Nurse temporarily assigned to work outside of ~~her/his~~their regular department is cross trained to the department to which ~~she/het~~they would be assigned.

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Nurses in the float pool shall receive a float differential for all straight-time hours worked.