

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SSM HEALTH SAINT LOUIS UNIVERSITY HOSPITAL

AND

NATIONAL NURSES ORGANIZING COMMITTEE

Effective June 16, 2016 - June 15, 2019

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SIDE LETTER OF AGREEMENT RE: INFORMATIONAL PICKETING AND
LEAFLETING

**Agreement between SSM Health Saint Louis University Hospital and
National Nurses Organizing Committee - Missouri**

AGREEMENT

SSM Health - Saint Louis University Hospital ("Facility" or "Employer") and National Nurses Organizing Committee-Missouri ("NNOC" or "Union") hereby agree to become parties to the following collective bargaining agreement: (the "Agreement".)

ARTICLE 1 – RECOGNITION

Pursuant to an election conducted on June 7, 2012, the Facility recognizes the Union as the exclusive collective bargaining representative of the Registered Nurses employed at its facility located at 3635 Vista Avenue, St. Louis, Missouri 63110 and 1755 South Grand Boulevard, St. Louis, Missouri 63104 in the following bargaining unit:

Included: All full-time, part-time, and PRNs, including those who serve as relief charge nurses;

Excluded: All other Registered Nurses, including confidential Registered Nurses, office clerical Registered Nurses, all other professional Registered Nurses (including without limitation physicians and residents), registry nurses, Registered Nurses of outside registries and other agencies supplying labor to the Employer, traveling nurses, regularly assigned charge nurses, guards, managers, supervisors, as defined in the Act, and already represented Registered Nurses.

Nothing in this Agreement shall be deemed or construed to preclude regularly assigned charge nurses from performing those Registered Nurse duties currently performed by such charge nurses.

The parties agree that competent performance of the essential functions of bargaining unit direct care registered nurses as determined by registered nursing and hospital licensing law and regulation requires the application of scientific knowledge and technical skill in the physical, social and biological sciences and the exercise of independent, discretionary judgment by the direct care registered nurse in the interest of the assigned patient.

Therefore, the Facility agrees it will not challenge the bargaining unit status of any Nurse covered by this Agreement, claim that any Nurse covered by this Agreement exercises supervisory authority within the meaning of the National Labor Relations Act, assign duties to or remove direct patient care duties and responsibilities from any Nurse for the purpose of removing that Nurse from the bargaining unit, or eliminate or remove from bargaining unit nurses the direct care responsibilities of Registered Nurses described in the preceding paragraph. Finally, the Facility also agrees that during the term of this Agreement it will not challenge the Union's right to represent any Nurse covered by this Agreement based on a claim that such Nurse is a supervisor within the meaning of the National Labor Relations Act.

It is agreed by the parties that the reference to "essential functions" above does not affect or limit the Facility's interpretation of such term for purposes of fulfilling its obligations under federal and state disability law.

ARTICLE 2 – ASSOCIATION REPRESENTATION

A. NNOC Nurse Representatives

The Union shall provide the Facility with a written list of NNOC Nurse Representatives after their designation, and shall notify the Facility of changes as they occur. The Union shall designate one Nurse Representative as Chief Nurse Representative. Prior to the Facility's receipt of such Union designation, the Facility is not obligated to recognize an NNOC Nurse Representative under this Article.

The functions of the Union Nurse Representative include 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 at Step 1 or 2 of the grievance procedure and 3) to serve as a Union representative for Weingarten meetings.

NNOC Nurse Representatives shall perform their functions or Union related activities on their own time. However, if a meeting is mutually agreed to by the Facility with the Nurse Representative during the Nurse Representative's work shift, that time will be paid for by the Facility.

Nurse Representatives shall not direct any Registered Nurses as to how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Facility or any Registered Nurse.

B. Union Labor Representative

A duly authorized Labor Representative of the Union shall be permitted to enter non-patient care areas of the Facility at reasonable times for the purpose of ascertaining whether this Agreement is being adhered to or to check upon complaints of bargaining unit Registered Nurses. The Labor Representative shall advise the Director of Human Resources or his/her designee of each visit at least thirty-six (36) hours prior to entering the Facility. The Labor Representative will abide by patient confidentiality, infection control, and other Facility policies applicable to such areas. When at the Facility, the Labor Representative will wear his/her Union Representative badge issued by the Facility. The Union Representative shall not interfere with the work of any Registered Nurse. This shall not prevent the Union Representative from conferring with a Registered Nurse in non-patient care areas during non-work time in connection with the complaint or problem concerning the Registered Nurse. Union representatives shall not conduct union business meetings on Hospital premises except as provided in Section E below.

C. Bulletin Board

The Facility shall provide one (1) glass enclosed locking bulletin board in a mutually agreed location for posting of notices and announcement regarding Union business, such as meetings, internal Union election results, education, and social events. No materials which are derogatory of the hospital or management shall be posted. Both the

Union and Facility shall have a key to the bulletin board. The Facility shall not access the bulletin board until a request has been made to the Union, in writing, and a reasonable time given for discussion.

D. New Hire Orientation

The Facility will allow an Union Representative up to twenty-five (25) minutes during the Facility's nursing orientation program to discuss the Union and the terms of the collective bargaining agreement, at the conclusion of the agenda unless another time in the program is mutually agreed upon. The Facility will give reasonable advance notice to the Union of nursing orientations. A union representative shall be released from work to participate in the orientation provided that patient care permits. Where such orientation program is regularly scheduled, such release should normally occur. Such release time will be paid.

E. Meeting Room Access

The Facility shall provide the Union with access to an on-site meeting room upon request to the Director of Human Resources and/or his or her designee, based upon availability, in accordance with the scheduling procedures below:

1. The Facility will allow the Union to utilize a meeting room at the Facility for no more than ten (10) hours per calendar month, and this meeting room shall be used for hospital employee meetings or conferences regarding union business. Hours not used in a given calendar month may not be banked for later usage.
2. The Union must schedule such meeting room usage in accordance with the conference room scheduling practice of the Facility. The Facility is not required to displace or bump groups or organizations who have scheduled conference room usage or otherwise have established periodic meeting schedules.
3. In the following special circumstances -- Steward elections and Steward meetings -- one (1) additional Union Representative will be allowed access to a conference room that has been reserved in accordance with Section E below, provided the Director of Human Resources is given at least two weeks advance notice in writing identifying the one (1) additional Union Representative.

ARTICLE 3 – REGISTERED NURSE STATUS

A. Full-Time Registered Nurse

A Regular full-time Registered Nurse is a Registered Nurse who is not in a temporary status and is regularly scheduled to work thirty-six (36) hours or more per work week. Regular full-time Registered Nurses are benefits eligible.

B. Part-Time 1 Registered Nurse

A Regular part-time Registered Nurse 1 is a Registered Nurse who is not in a temporary status and is regularly scheduled to work twenty-four (24) or more hours per workweek. Regular Part-Time 1 Registered Nurses are benefits eligible.

C. PRN Nurse

A PRN Nurse is a Registered Nurse who has executed the Facility's PRN Agreement and who is not a Regular full-time or, Regular part-time 1 Registered Nurse. PRN Nurses do not receive any insurance, retirement or other fringe benefits under this Agreement, including without limitation Paid Time Off (PTO) benefits or other benefits as defined in Article 15, except that PRN Nurses shall be eligible for participation in the 403(b) Retirement Savings Plan as allowed under the Plan.

D. Part-Time 2 - Registered Nurse

A Part Time 2 Registered Nurse is a Registered Nurse who is not in a temporary status and who may regularly work less than 24 hours per work week. A Part Time 2 Registered Nurse is not eligible for hospital provided benefits unless specifically provided for in this agreement, provided that such Registered Nurse may participate in any retirement savings plan, assuming they meet the requirements of the plan.

E. Temporary Registered Nurse

A temporary Registered Nurse is one who is hired for a special project or assignment not to exceed one hundred and twenty (120) calendar days, with the understanding that his/her employment will end when such project or assignment is completed. Such one hundred and twenty (120) calendar day limitations may be extended when a temporary Registered Nurse is covering for a Registered Nurse who is on leave of absence. Unless a temporary Registered Nurse is already a member of the bargaining unit, a temporary Registered Nurse will not be subject to the provisions of this Agreement.

F. Consultants and Contractors

Consultants and contractors are defined as individuals who perform services for the Facility pursuant to a contractual agreement, including registry Nurses and travelers. Unless otherwise stated herein, consultants and contractors will not be subject to the provisions of this Agreement. The use of consultants and contractors is not intended to displace bargaining unit positions.

ARTICLE 4 – SENIORITY

A. Seniority

1. Seniority for Registered Nurses employed on September 1, 2015 shall be based upon the Registered Nurse's recognized seniority by St. Louis University Hospital immediately prior to that date. In the event two or more nurses have the same date of hire, the nurse with the most senior Registered Nurse license date shall be determined to be the most senior. If the license dates are also the

same the parties will meet to determine a random process to select the most senior.

2. On a going-forward basis, a Registered Nurse hired after September 1, 2015 shall receive seniority based on his/her date of hire at the Facility as a Registered Nurse, except as follows:

a) For each three years employed at the Facility in another classification a Registered Nurse hired into the bargaining unit shall receive one year of seniority credit for wage scale (Appendix A) purposes only.

3. Termination of Seniority

A Nurse's seniority and her/his employment relationship with the Hospital shall terminate upon the occurrence of any of the following:

a) Termination, resignation, retirement; or transfer outside of the bargaining unit;

b) Failure to report for work upon recall from layoff within fourteen (14) calendar days after notice to report to work is delivered to the Nurse's last address on file with the Hospital. The date of return to work may be extended for a limited period upon prior agreement between the Nurse and the Hospital;

c) Absence for two (2) consecutive workdays without an explanation for such failure to report for work acceptable to the Hospital;

d) Absence from work in excess of twelve (12) months;

e) Failure to report for work at the termination of a leave of absence, or vacation unless the Nurse has provided an explanation for such failure to report for work acceptable to the Hospital;

f) Engaging in gainful employment while on an authorized leave of absence doing the same or similar work for which he/she is employed at SLU Hospital unless permission to engage in such employment was granted in advance by the Hospital in writing.

g) If such Registered Nurse is rehired, recalled from a RIF or transfers back into the bargaining unit within one (1) year of leaving the unit, the RN's former seniority shall be reinstated.

4. Seniority List

The Employer will keep the Seniority list and with appropriate advance notice, will provide a copy to the Union upon request.

B. Reduction in Force (RIF) and Recall

1. Definition of Reduction in Force

A Reduction in Force (RIF) is defined as the elimination of a Full-Time or Part Time 1 position for more than twenty-one (21) consecutive days.

2. Reduction in Force Notice

The Employer will provide the Union and each affected Registered Nurse with reasonable notice, which in no case shall be less than two (2) weeks before implementation of a RIF.

3. Application of RIF Procedure

a. The parties recognize that RIFs are extremely serious matters and that even well intentioned procedures may result in unintended applications. Therefore, in the event that the Hospital determines it is necessary to have a reduction in force, the parties agree to communicate and meet during any application of the procedures to ensure its correct application to Registered Nurses. Nothing contained herein will prevent the parties from mutually agreeing to modify the procedure in a specific RIF should the need arise.

b. Prior to the Implementation of a RIF, the Employer shall:

- i. Consider Registered Nurses who want to volunteer for RIFs. Any Registered Nurse who volunteers shall make the request in writing and sign it and provide it to the Director of Human Resources within five (5) days after a RIF notice is provided to the union.
- ii. Consider voluntary changes in status. Any Registered Nurse who volunteers shall make the request in writing and sign it and provide it to the Director of Human Resources within five (5) days after a RIF notice is provided to the union.
- iii. Discontinue the use of all temporary or registry/Agency Registered Nurses or travelers in the areas affected by the RIF.
- iv. Notwithstanding the above, if the Employer has a need to retain minimal PRN staffing, the reduction in force shall be implemented among PRNs, except that up to .75 FTE of PRN hours or 10% of the total scheduled hours in a work unit/department, whichever is higher, may be retained. Notwithstanding the above limits, PRN staff may be used to cover Registered Nurse absences or when no other qualified Registered Nurse is available.

4. RIF Within Units/ Bumping

a. Reduction will occur by department/unit and shift. When a RIF impacts a particular unit, the Employer shall eliminate/reduce the position of Registered Nurse or nurses with the least amount of bargaining unit Seniority subject to the ability of the unit/department to continue to provide the same standard of care. If the Facility determines that a more senior nurse must be subject to RIF, the Facility shall bear the burden of proving the less senior nurse had competencies in one or more areas required to maintain the standard of care on the affected unit and that the more senior nurse had an opportunity to obtain and did not complete the competency. A Registered Nurse selected for a reduction in force may fill

any vacancy in the Hospital for which the nurse is qualified and competent, subject to the provisions of Article 5, Filling of Job Vacancies.

- b. If the displaced Registered Nurse is unable to fill a bargaining unit vacancy in a comparable shift and status, she/he may choose to bump the least senior Full Time or Part Time Registered Nurse in the bargaining unit provided she/he is qualified and competent without additional training, to perform the work. If the displaced Registered Nurse is unable to displace the least senior Registered Nurse in the bargaining unit, he/she may continue up the seniority list until he/she is able to displace a more junior Full-time or Part-time Registered Nurse.
- c. Any Registered Nurse displaced in this process may, in turn, exercise the same job selection or bumping rights. A list of bargaining unit vacancies, including the unit, shift, status and required qualifications, shall be provided to the displaced Registered Nurse(s).

5. Recall

- a. Recall from a RIF shall be by seniority. A Registered Nurse who returns to employment as a result of recall from a RIF within one (1) year from the date of separation will be restored to her/his former status with respect to salary inclusive of any increases included in this Agreement, and benefits outlined in this agreement that are in force at the time of return to work. There will however be no accumulation of earnings or benefits during the period of separation.

6. Orientation

The Employer will ensure that any Registered Nurse who transfers to another unit as a result of a layoff, either through filling a vacancy, bumping, or recall, is provided basic orientation to the new unit.

ARTICLE 5 – FILLING OF VACANCIES

A. Posting of Vacancies

1. Notice of all job vacancies in bargaining unit positions shall be posted in a location(s) accessible to all Registered Nurses for a minimum period of seven (7) calendar days before the Facility fills the vacancy.
2. Job postings shall be placed and be accessible at <http://www.ssmhealth.com/sluhospital>
3. Postings shall include qualifications, hours, and shift.

B. Applying for Vacancies

1. After six months of employment, any current Registered Nurse who has successfully completed her/his probationary period may apply for a posted vacancy by submitting a completed written/electronic Application for Transfer/Promotion Form, to Human Resources. No Transfer and Promotion

Form will be accepted when there is not a posted vacancy for the transfer/promotion desired.

C. Restrictions in Applying for Vacancies

1. Employees who apply for and are awarded a posted position may not be awarded another position within the next six (6) months. This rule shall not apply:
 - a. If the Registered Nurse is in his/her current position as a direct result of a layoff, or
 - b. If waived with agreement of the Facility and the Union.
2. A nurse with a first written warning or greater within the last nine (9) months shall be excluded from consideration for a posted position absent mutual agreement between the Union and the Employer.

D. Preference Order

1. Preference among those applying for posted vacancies shall be given in the following order among applicants from the same preference level and Seniority as defined in Article 4 shall govern, provided that 1) the applicant must meet all qualifications of the job established by the Facility (the Union has the burden of establishing that the Facility's qualification(s) are unreasonable), and 2) the applicant's skills, abilities, training, experience, competencies and job performance (as evidenced by periodic evaluations) must meet requisite standards in the Facility's reasonable judgment, and, if such judgment is disputed, the Facility has the burden of establishing that its judgment was reasonable.
 1. To the most senior Full Time or Part-Time I Nurse applying or on the recall list from the same patient care unit/department as the posted vacancy;
 2. To the most senior PRN or Part-Time II Nurse in the same patient care unit/department applying;
 3. To the most senior Full-Time or Part-Time I Nurse applying or on the recall list from another patient care units/department;
 4. To the most senior PRN or Part-Time II Nurse applying from another patient care unit/department;
 5. If a Nurse declines an offer, the Hospital may offer the position to the next Senior Nurse in line that has the training, experience, skills, competencies, and ability to satisfactorily perform the job as determined by the Hospital;
 6. If after the expiration of the seven (7) day internal posting period, the Hospital is unable to fill a vacancy with an internal candidate who has

the immediate experience, skills, competencies, scope of care, and ability to satisfactorily perform the job as posted, or if no Nurses bid, the Hospital may fill the position with outside applicants.

E. Notification and Release from Former Positions

1. When a nurse submits a written Application for Transfer/Promotion form for a posted vacancy he/she shall be informed within seven (7) calendar days from the award by the Employer whether or not they are awarded the position.
2. The notice period for releasing an employee to a new position from the date the offer is accepted is approximately two weeks (the first full pay period following position acceptance). Extensions of up to six (6) weeks may be made by the Hospital based upon operational and patient care needs.

F. Evaluation Period

1. Upon being selected for a posted position opening, the Registered Nurse will undergo a new position trial period of thirty (30) calendar days following completion of the orientation period. At any time during the trial period, the Registered Nurse may be returned to his/her previous position, at the request of either the Registered Nurse or the Hospital. If the Registered Nurse's former position is no longer available, the Registered Nurse will be returned to as nearly comparable a position as possible in which he/she is competent.

G. Change in Specialty

1. In the event of a change in specialty, a probationary period of ninety (90) calendar days will be served and will run concurrently with the trial period above, and such probationary period may be extended for an additional ninety (90) calendar days upon notice to the Registered Nurse and the Union.
2. In the event the Registered Nurse does not complete his/her secondary probationary period, he/she will be entitled to return to his/her former position including shift, assignment, and scheduled hours provided his/her former position is posted and remains available.
3. In the event his/her position isn't available, she/he may apply and be considered for a Full-Time, Part-Time or PRN posted and available position for which she/he is qualified and competent, within the second ninety (90) days of the Change in Specialty. If no such position is available and the Registered Nurse requests, the Registered Nurse will be placed on the recall list in accordance with Article 4, Seniority, for a position identical to the Registered Nurses former position, unit, and shift.

ARTICLE 6 – NONDISCRIMINATION

The Facility and the Union agree that there shall be no discrimination against any Registered Nurse or applicant because of gender or gender identity, national origin, disability, veteran status, race, ethnicity, age, religion, sexual orientation, union status,

marital status, or any other legally protected characteristic. There shall be no discrimination by the Facility or the Union against any Registered Nurse because of membership in or activity on behalf of the Union.

ARTICLE 7 – HARASSMENT

The Facility is committed to providing a work environment free from discrimination and unlawful harassment. The Facility will not tolerate actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, gender identity, sexual orientation, union status, or any other legally protected characteristic. Any Registered Nurse, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

The Facility will take all reasonable steps to protect a Registered Nurse who reports harassment from continuing harassment and from retaliation because of having reported the harassment. The Facility will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action will be taken to stop the harassment immediately and to prevent its reoccurrence.

ARTICLE 8 – SAFE STAFFING AND PATIENT ADVOCACY

A. Adequate Staffing Levels

The Facility reaffirms its practice to maintain adequate staffing levels based on patient acuity, as required by law. Should a Registered Nurse believe staffing levels are insufficient to permit the delivery of adequate patient care, he/she shall undertake work assignments but may do so under oral or written protest. In an emergency situation where there is a potential danger to a patient, the Registered Nurse shall immediately notify his/her supervisor/manager/designee who will physically visit the unit to assess the situation. Corrective action will be implemented if necessary. The Facility shall not require a Registered Nurse in any case to perform a work assignment outside the lawful scope of his/her license.

The Hospital and the Union agree that quality patient care and an appropriate working environment require adequate staffing and that staffing levels within all departments vary with census, acuity, shift, the specialization of various areas, changes in the specialization of the units, and structural changes in delivery of patient services. The Hospital will make reasonable efforts to maintain adequate staffing levels for all Departments based on the above criteria including but not limited to utilizing PRN, agency, on-call and overtime hours.

B. RN Responsibility

The Registered Nurse is always responsible for providing safe, therapeutic and competent nursing care to assigned patients. Before accepting a patient assignment, a direct care registered nurse must have the necessary knowledge, judgment, skills, and ability to provide the required care. The Registered Nurse is responsible for acting as the

patient's advocate. Any concerns a Registered Nurse may have regarding a particular assignment shall be directly reported to his/her the immediate direct supervisor.

C. Patient Classification Process

1. A patient classification process (PCP) is utilized as a resource for determining the appropriate individualized Registered Nurse assignment(s). The PCP assists in determining the needs of licensed or non-licensed staff .
2. The staffing plan shall continue to be made available on each Unit at all times.
3. To the extent changes are made to Missouri State law which would impact staffing plans during the term of this Agreement, the Parties agree to meet and confer regarding the impact of such changes on bargaining unit Registered Nurses.

D. Professional Practice Committee

1. An NNOC Professional Practice Committee (PPC) comprised exclusively of bargaining unit Nurses shall be established at the Hospital.
2. The Union may appoint up to six (6) Registered Nurses to serve on the Committee. The Union shall use its best efforts to recruit PPC members from diverse units in the Hospital.
3. The PPC shall schedule a regular monthly meeting. Each Nurse Committee member who attends the meeting shall be compensated at his/her base rate of pay for the actual time spent at the meeting, not to exceed two (2) hours. Members of the PPC scheduled to work on the day of the meeting will be released for the time necessary to attend the meeting, if possible.
4. The Committee shall keep minutes of all meetings, a draft copy of which shall be provided to the Hospital's Chief Nursing Officer (CNO) or designee five (5) days prior to the meeting.
5. The function of the Committee is to constructively discuss and make recommendations to the Facility in the following areas:
 - a. The professional practice of nursing;
 - b. Patient care and nursing practice;
 - c. Staffing and the patient classification system.
 - d. Safety and health conditions which affect nursing practice.
 - e. Hospital protocols and policies regarding nursing practice.
6. Upon the written request of the PPC, the Hospital's CNO (or designee), agrees to meet with the PPC at a mutually agreeable time to discuss issues and recommendations to the Facility raised by the PPC. Both the NNOC labor representative and a representative from Human Resources may attend any PPC meeting attended by the CNO or designee.
7. The CNO or his/her designee will provide to the PPC a written or oral response regarding any recommendations made by the PPC within two (2)

weeks of the receipt of the recommendation unless extended by mutual agreement.

8. If requested by the PPC, the Facility shall provide documentation of actual staffing and acuity by unit and shift for the prior month for review by the Committee and to assist in discussion of specific incidents that may have occurred. Daily Nursing assignment forms by unit as well as documentation of patient acuity shall satisfy the documentation requirement. The parties understand and agree that the Hospital shall comply with relevant HIPAA requirements when providing the requested documentation.

E. Staffing Subcommittee

The parties agree that a Staffing Sub-Committee shall be created to provide an opportunity to review and discuss specific staffing issues including but not limited to Recruitment and Retention of Registered Nurses.

1. A Staffing Sub-Committee of the PPC will be maintained.
2. The Staffing Sub-committee will be comprised of four (4) Registered Nurse members selected by the Union (one of which may be the Union Labor Representative) and four (4) management members selected by the Employer. The union-selected members of the Staffing Sub-Committee will report to the PPC but will not be members of the PPC.
3. Once committee members are selected, the committee will meet within thirty (30) days following selection.
4. The Staffing Sub-Committee will meet at least quarterly on mutually agreed dates determined by the committee.
5. These committee meetings will satisfy the Hospital's obligation under 19CSR30-20.096 Nursing Services.
6. The hospital shall give serious consideration to the recommendations of the Staffing Sub-Committee.

F. Special Review Panel

Issues addressed by the PPC that the PPC does not believe are resolved to its satisfaction may be referred to a Special Review Panel provided such referral is made within thirty (30) days of the unsatisfactory management response. The Special Review Panel shall be comprised of four (4) members; two (2) of whom shall be selected by the Union and two (2) of whom shall be selected by the Facility. The Panel may resolve issues referred to it informally or by majority vote of the four members. Except as set forth in subparagraphs (G) and (H) below, the issues addressed by the PPC and/or the Special Review Panel are not subject to the grievance and arbitration provisions of this or any other Agreement.

G. Mediation of Staffing Disputes

When disputes related to staffing are not resolved by the Special Review Panel, the dispute shall be immediately referred to mediation pursuant to the following procedures:

1. The parties shall first attempt to reach mutual agreement on a mediator. If a mediator is not agreed upon within thirty (30) days, the parties shall notify the Federal Mediation and Conciliation Service and request the assistance of a Federal Mediator to assist in dispute resolution. When possible, the Mediator shall be experienced in addressing healthcare issues.
2. Mediation of any unresolved issues shall occur within thirty (30) days of the selection or appointment of a mediator unless extended by mutual agreement.
3. The mediator shall assist the parties in reaching agreement regarding the unresolved issues.
4. The costs of mediation, if any, shall be divided equally between the Hospital and the Union.
5. If the dispute is not resolved through mediation, the matter may be submitted within fifteen (15) days of the mediation to the Final Resolution process in Section H below.

H. Final Resolution of Staffing Disputes

1. Any staffing dispute not resolved by mediation under Section G above may be submitted to an Enforcement Panel (EP) for final resolution, provided that the issue has first been addressed with the CNO (or his/her designee) through the above-described mediation process and such submission is presented in writing within fifteen (15) days of the unsatisfactory management response.
2. The Panel shall consist of three members, one (1) selected by NNOC, one (1) selected by the Facility and a third selected by the other two (2) panel members to serve as The Neutral. The parties will make a good faith effort to select a Neutral who is experienced in the healthcare industry and has expertise with the nurse staffing law at issue. If they are unable to agree on such a person, the parties shall select The Neutral by alternatively striking names from a panel of seven (7) arbitrators (with expertise in healthcare) obtained from the Federal Mediation and Conciliation Service until one name remains. That person shall serve as The Neutral.
3. If the Panel is unable to agree on a resolution, The Neutral shall resolve the difference and such decision shall be final and binding on the parties.
4. The jurisdiction of The Neutral shall be limited to enforcing the provisions of the applicable state or federal law or regulation mandating minimum nurse staffing. However, if the Parties mutually agree, they may request the Neutral to serve as a mediator for issues arising under this Article.

5. NNOC and the Facility shall share the costs associated with the EP including but not limited to costs of The Neutral and any court reporter obtained for the proceedings. Any party, however, that wishes to obtain a transcript from the court reporter shall solely bear the cost of such transcript.

ARTICLE 9 – GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a dispute as to the interpretation, meaning or application of a specific provision of this Agreement.

B. Procedure

All grievances must be presented in Step 1 of the grievance procedure except that grievances involving discharges or layoffs or filed on behalf of an affected class or group of Registered Nurses shall be presented at Step 2 of the grievance procedure. Grievances must be submitted to Step 2 within thirty (30) days of the date the cause for the grievance occurs.

STEP 1

A Registered Nurse should make a reasonable effort to resolve the possible grievance informally in a discussion with her/his immediate supervisor. The Registered Nurse shall clearly indicate that they are bringing a grievance to the supervisor if a grievance is being filed. If a Registered Nurse is unable to resolve the possible grievance, the Union Nurse Representative (if requested by the Registered Nurse) and the Registered Nurse will have a discussion with the immediate supervisor. This requirement must be satisfied before a written grievance is submitted at Step 2 except for discharge, layoff and class or group grievances, which shall be initiated at Step 2.

STEP 2

If the grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Hospital's designated Human Resource Representative within thirty (30) calendar days after the event on which it is based. The written grievance must (1) allege the violation of a specific provision or provisions of this Agreement, and (2) set forth all factual grounds upon which the allegation is based. Within twenty one (21) calendar days after receipt of the written grievance, a meeting shall be held with the Facility's designated representative(s) to discuss and attempt to resolve the grievance unless the parties mutually agree to extend the meeting date. The grievant, the Union Nurse Representative and the Union Labor Representative may be present at the meeting. Within fourteen (14) calendar days after the meeting, the Facility's designated representative shall respond to the grievance in writing.

STEP 3

If the Facility's response in Step 2 is not satisfactory, the Union may submit the grievance to arbitration by notifying the Facility in writing of its intent to do so. In order

to be timely, the Union's notice must be received by the Facility within fourteen (14) calendar days after the Union's receipt of the Facility's Step 2 response.

C. Arbitration

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

1. An impartial arbitrator shall be selected by mutual agreement from the following panel of arbitrators:
 - a. Peter Meyers
 - b. Steven Briggs
 - c. George Fitzsimmons
 - d. James M. O'Reilly
 - e. James P. O'Grady
2. If the parties cannot reach agreement, the parties will select an arbitrator by alternately striking names from the list until one arbitrator remains. The selection of the arbitrator must be completed no later than thirty (30) calendar days from receipt by the Facility of the appeal to arbitration.
3. A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Facility and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Facility 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. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.
4. The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof. He/She 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.
5. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Facility and the Union.

D. Time Limits

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Union and the Facility. Such agreement need not be in writing. If the Facility fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step. In the event of a failure by the grievant or the Union to adhere to any of such requirements, the grievance shall be resolved on the basis of the Facility'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 the determination.

ARTICLE 10 – DISCIPLINE

A. Just Cause

The employer may only discipline or terminate a Registered Nurse for just cause. Any discipline may be subject to the grievance procedure in Article 9.

B. Progressive Discipline

Unless circumstances warrant more severe actions, the Facility will attempt to utilize a system of progressive discipline. Progressive steps shall include documented verbal warning, written warning, pre-termination final warning and/or suspension without pay, and termination of employment. Any discipline must be presented to the Registered Nurse no longer than twenty one (21) calendar days from the date on which the employer became aware of the incident, event, or actions leading to the discipline. However, this timeline shall be suspended during any Registered Nurse's leave of absence, vacation or day(s) absent from work.

C. Investigation Suspension

No Registered Nurse shall be held in unpaid investigatory suspension for more than seven (7) calendar days. Prior to such leave, the Registered Nurse will be informed of the general nature of the allegations.

D. Written Disciplinary Action

A written warning is a document designed as such by the Facility. A Registered Nurse who receives a written warning shall be given a copy of the warning and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the Registered Nurse's agreement with the substance of the warning. A Union grievance contesting a written warning shall be subject to the requirements of the grievance procedure in Article 9.

E. Disciplinary Notices, Rebuttal, and Inspection of Personnel Files

1. There shall be one official personnel file for all bargaining unit Registered Nurses and they shall have the right to inspect and to be provided, on request, with one copy of any document in the Registered Nurse's file.
2. Registered Nurses and the union will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
3. In any case where the Facility and the Union agree to revise personnel record material, the Facility shall, upon request, provide evidence of the revision.
4. No documented verbal warning or written warning shall be utilized for progressive discipline beyond twelve (12) months of its issuance. No disciplinary suspension or pre-termination final warning shall be utilized for progressive discipline beyond twenty-four (24) months of its issuance. This

provision does not apply to the use of past discipline for misconduct leading to immediate suspension or discharge.

F. Additional Representation Rights

The following holding of the U.S. Supreme Court in *NLRB v Weingarten, Inc.*, shall apply to investigatory interviews conducted by the employer that a Registered Nurse, upon his/her request, is entitled to have a Union representative present during an investigatory interview in which the Registered Nurse is required to participate where the Registered Nurse reasonably believes that such investigation will result in disciplinary action. The right to the presence of an Union representative (Labor Representative or Nurse Representative) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holiday, of the Registered Nurse's request for his/her presence.

G. Probationary Registered Nurses

A Registered Nurse will be on probation for the first ninety (90) calendar days and may be discharged or disciplined in the Facility's discretion without establishing just cause or recourse to the grievance procedure, and such probationary period may be extended for an additional ninety (90) calendar days upon written notice to the Registered Nurse and the Union.

ARTICLE 11 – HOURS OF WORK, OVERTIME, & SCHEDULING

A. State and Federal Wage and Hour Laws

The Facility will comply with all applicable local, State and Federal wage and hour requirements. Subject to the foregoing, the Facility will continue hours of work, overtime and scheduling practices except as modified by this Agreement.

B. Overtime

1. A Registered Nurse will be paid one and one-half (1½) times her/his regular rate of pay for all hours worked over forty (40) hours in a workweek.
2. For the purpose of computing overtime pay, the regular rate of pay shall be calculated in accordance with the Fair Labor Standards Act, as amended, including but not limited to any applicable differentials.

C. Mandatory Overtime

The Facility and the Union recognize that mandatory overtime is not desirable and represents a burden on the Registered Nurse. Acceptance of overtime and shift beyond the Registered Nurse's schedule shall be voluntary and in accordance with Missouri state law or regulations, except where patient care would be endangered by an internal or external emergency declared by state, local or federal government or declared by the administrator on duty or as otherwise allowed by Missouri law or where patient needs require specialized nursing skills through the completion of a medical procedure. An external or

internal emergency, for the purposes of this section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention, such as an unpredictable or unavoidable occurrence at unscheduled or unpredictable intervals relating to healthcare delivery requiring immediate interventions and care such as natural disasters, situations of mass casualties or an internal emergency endangering patient care such as fire, structural collapse, bomb threats, hazardous material spills or any other unanticipated event that would result in the closure of beds required for patient care.

D. Work Schedules

1. The Facility will post work schedules at least two weeks in advance of their commencement dates and such schedules will cover a minimum period of four (4) weeks.
2. Wherever applicable, the Facility shall continue its existing practice(s) of permitting Registered Nurses to self-schedule on a department/unit-by-department/unit basis.
3. After the schedule has been posted, a Registered Nurse's schedule will not be changed without her/his consent.
4. A Registered Nurse may trade a shift or workday with another Registered Nurse provided they have equal competencies and qualifications. Shift trades should be submitted in advance in writing/electronically and are subject to the written/electronic approval of the department Director or his/her designee. A shift trade may not be approved if it would result in overtime or extra shift premium costs for the Facility, except at the discretion of the Facility.
5. A Registered Nurse shall not be required to work in excess of five (5) consecutive shifts of eight (8) hours or less, four (4) consecutive shifts between eight (8) and ten (10) hours, or three (3) consecutive twelve (12) hour shifts.

E. Rest Between Shifts

The Employer shall not schedule a shift for a Registered Nurse, which commences within eight (8) hours of the end of the Registered Nurse's last scheduled shift.

If a call-back runs into a regularly scheduled shift, release from the regularly scheduled shift, if the Registered Nurse requests, will be as early as possible following the start of the shift. If a call-back does not run into the Registered Nurses regularly scheduled shift, the Nurse will be given eight (8) hours off after clocking out before reporting to their next scheduled shift.

Nothing in this section shall be considered to restrict a Registered Nurse from volunteering to work during such rest between shifts.

F. Call/Flex Off

1. The Employer shall attempt to call/flex-off a Registered Nurse at least two (2) hours prior to the beginning of her/his shift. Once called/flexed-off, a Registered Nurse is considered off the schedule and shall not be required to maintain contact or be available to work the remainder of the scheduled shift unless she/he has agreed to accept On-Call status and is compensated accordingly.
2. Once a nurse has been called/flexed off, or agreed to accept On-Call, the call/flex off shall be counted toward her/his turn in the rotational distribution of call/flex off.
3. Call-Off/Flex-Off Rotation
 - a. Subject to patient care staffing needs, including competency of the Registered Nurse(s), when a call/flex-off becomes necessary due to temporary census fluctuations or other operational needs, Registered Nurses will be called-off/flexed-off in the following order:
 - i. Volunteers
 - ii. Overtime/Extra Shifts
 - iii. Agency
 - iv. PRN, by rotation
 - v. Full-Time, Part-Time 1 and Part Time 2, by rotation
 - b. Nurses that are called/flexed-off shall have the option of using Paid Time Off.
 - c. The Call/Flex-off rotation list shall be maintained by the Registered Nurses for each department and be available in the department for nursing review at all times. Call-offs shall be done on a continuous rotation (e.g., not restarted on a monthly or yearly basis), subject to the Hospital's right to retain Registered Nurses with the immediate skills and ability to meet direct patient care needs.
 - d. If more than one of the Registered Nurses is in the same status, the Registered Nurse with the oldest previous call/flex-off date as reflected on the rotation list will be called/flexed off.

G. Meal and Rest Breaks

1. Each Nurse shall be allowed a paid rest break of fifteen (15) minutes during each four (4) hours of work, when patient care needs permit.
2. Nurses who work scheduled shifts of five (5) hours or more shall typically be provided a duty free unpaid meal period of thirty (30) minutes.
3. Meal periods will be scheduled according to the Facility's procedures to accommodate patient needs. To the extent possible, such meal periods will be provided in the middle of work periods.

ARTICLE 12 – FLOATING

A. Definition

1. Floating is defined as the temporary reassignment of a Registered Nurse to a clinical area outside of his/her assigned patient care unit. A Registered Nurse may be assigned to float to a patient care unit, other than his or her own, subject to the limitations within this Article.
 - a. A Registered Nurse shall be assigned only those duties and responsibilities for which she or he is qualified and competent
 - b. Registered Nurses shall not be assigned total responsibility for patient care for which competency has not been validated.
 - c. Graduate nurses will not be required to float for the first six (6) months following the completion of any applicable training program. Newly hired Registered Nurses will not be required to float for a minimum of ninety (90) days unless the Registered Nurse volunteers and is competent and qualified.
 - d. Prior to assigning any Registered Nurse to float off their home unit, the Hospital will make reasonable efforts to fill the vacant shift on the receiving unit including but not limited to utilizing PRN, agency, and on call nurses in an attempt to fill vacant shifts on short-staffed (receiving) units. To the extent that the Hospital maintains records of its efforts, it will provide such records to the Union upon request
2. Registered Nurses may be floated to units outside of their clusters, provided the Registered Nurse volunteers to do so, has received orientation in that department or unit, and has demonstrated competency in providing care to patients in that department or unit.

B. Floating Order

1. Registered Nurses will float in the following order provided that the employer in its sole discretion determines that the remaining registered nurses are qualified to perform the tasks and that such floating is consistent with its assessment of patient care, skill mix and operational needs:
 - a. Volunteers
 - b. Agency Registered Nurses
 - c. Float Pool
 - d. PRN Nurses
 - e. Full-time and Part-Time Registered Nurses
 - f. RNs working extra shifts beyond their current Registered Nurse Status as defined in Article 3.

C. Floating Rotation

1. The order of float for Registered Nurses within a unit or cluster will be on a rotational basis within each of the categories of Registered Nurses listed above. Floating decisions will be based on the needs of the patients on the sending and receiving units and the floating conditions and provisions in this Article.
2. The Facility will maintain competency validation, float orientation, and other such relevant float documentation. Float rotation lists will be maintained by the Registered Nurses for each department or unit and will be available for inspection by affected Registered Nurses on the unit.

D. Floating Clusters

1. The Facility may float Registered Nurses only according to the clusters below and floating inconsistent with such clusters will be voluntary, except in the event of an emergency, such as a community disaster or act of God. Any changes in the clusters will only be made by mutual agreement with the Union.

Cluster 1: ICU Units

5 ICU, 6 ICU, 7 ICU, 8 ICU, 9 ICU

Cluster 2: MedSurg Units

5 North, 5 South, 6 North, 6 South, 7 North, 7 South, 8 North, 8 South, 9 North, 9 South

Cluster 3: Psychiatric Units

Geriatric Psych, Adult Psych

Cluster 4: Procedural/Testing Units

GI, Cath Lab, IR, Imaging,

Cluster 5: Float pool

Float Pool Registered Nurses will float as assigned in accordance with their float pool job titles/clusters as noted below:

a. Med/Surg float pool cluster

Inpatient Med/Surg, 3 West, Psych, Endo holding, Blood donation services

b. ICU float pool cluster

ICU

c. ICU/Med-Surg float pool cluster

ICU, Rapid response/CVC, Med/Surg, Psych, 3 West, Echo, Vascular lab, Ultrasound, Endoscopy, Blood donation services, Interventional Radiology, MRI, Nuclear medicine

d. Specialty float pool cluster

ICU, Rapid response/CVC, Med/Surg, Psych, 3 West, Echo, Vascular lab, Ultrasound, Endoscopy, Blood donation services, Interventional Radiology, MRI, Nuclear medicine, PACU, ER, Cath Lab

ARTICLE 13 – COMPENSATION

A. Wages

All Registered Nurses covered by this Agreement shall receive the same hourly wage in effect on September 1, 2015, through the first payroll period after June 15, 2016.

1. Contract Year (2016)

Effective the first full pay period after June 15, 2016, all Full-time, Part-time, and PRN Registered Nurses shall receive a 2.50% across the board increase. Effective the first payroll period after June 15, 2016, RNs who are below their step rate on the wage scale will receive up to an additional 4.0% increase in order to move them toward their appropriate step rate on the wage scale.

2. Contract Year 2017

Effective the first full pay period after June 15, 2017, all Full-time, Part-time, and PRN Registered Nurses shall receive a 2.50% across the board increase. At that time RNs who are below their step rate on the wage scale will receive up to an additional 4.0% increase in order to move them toward their appropriate step rate on the wage scale.

3. Contract Year 2018

Effective the first full pay period after June 15, 2018, all Full-time, Part-time, and PRN Registered Nurses shall receive a 2.50% across the board increase. At that time RNs who are below their step rate on the wage scale will receive up to an additional 4.0% increase in order to move them toward their appropriate step rate on the wage scale.

4. Wage Grid Step Progression and Movement Toward Appropriate Step

During the term of this Agreement, step progression under the Wage Scale/Grid (Appendix A) shall only be evaluated once a year on the first payroll period after ratification in 2016 and on June 15, 2017 and 2018. Employees below the appropriate Step at that time shall receive the additional increase up to 4.0% for that year.

Effective the first payroll period after January 1, 2019, any RN who is paid below the step commensurate with the RN's contractual credit for past service, at that time, shall receive an additional increase to bring them up to the base hourly rate commensurate with the RN's credit for past service

under the contract under Appendix A. No further Step increases shall occur prior to the negotiation of a successor labor agreement.

No Step increases shall be granted after January 1, 2019. The parties agree PRN employees shall receive the across the board increases in each year of the contract but are not eligible for any Step increases.

5. Wage Grid

a. Registered Nurses - Initial Years of Experience Data Collection:

A Years of Experience Survey will be completed by all Full-time and Part-time Registered Nurse applicants prior to hire.

b. Credit for Past Experience

In determining placement on steps, Registered Nurses will receive one year credit for:

1. Each year the Registered Nurse has worked as a Registered Nurse in an acute care hospital in the U.S.
2. Each year the Registered Nurse has worked as a Registered Nurse in a non-U.S. hospital, if the nature of the experience is equivalent to U.S. technology, pharmaco-therapeutics, clinical and nursing practice standards as determined by the Chief Nursing Officer.
3. Each year the Registered Nurse has worked as a Registered Nurse in a non-acute care setting in a related specialty role, e.g. i) Outpatient Surgery Center for OR Nurse, ii) Birthing Center for L&D, Nursery, Post Partum, iii) Outpatient GI Lab for GI nurse, or at management's discretion.
4. A Registered Nurse who has had a break in Registered Nurse employment for five consecutive years or more may receive one (1) year credit for each two (2) years of experience prior to the break as determined on a case-by-case basis, at the Facility's discretion. Nothing herein shall prevent the Facility from providing additional years of credit for such nurses up to one (1) year credit for each year of experience.
5. PRN Registered Nurse Years of Experience will be calculated at the time a PRN Registered Nurse applies and is accepted for a FT or PT position at the hospital utilizing the criteria noted herein.
6. As in past practice, Registered Nurses will be given one (1) year of credit for every two (2) years of experience in a patient care position such as LVN, CP, EMT, etc. up to a maximum of four years credit. Registered Nurses who have been credited for additional years prior to ratification of this agreement will keep such past credit.
7. The above encompasses all components for calculating years of experience. No other factor(s) will be considered.

8. Effective September 1, 2015, new hire Registered Nurses will be hired onto the wage grid at the minimum of the appropriate step or higher at management's discretion, based on completion of the Years of Experience survey at the time of hire, utilizing the criteria above.

B. Other Pay Practices

The Employer will continue St. Louis University Hospital's wage practices, including but not limited to, shift differentials and other differentials, bonuses, standby pay, call back pay, and In-House registry programs, unless otherwise mutually agreed herein, but shall have no obligation to continue any practice of annual merit increases.

C. Extra Shift Bonus

1. The Employer shall pay an additional Extra Shift Bonus ("ESB") of ten (\$10.00) per hour when a Registered Nurse works an extra day shift, and thirteen (\$13.00) per hour when they work an extra night shift.
2. A Registered Nurse who is scheduled to work an ESB shift may be called off/flexed off by the Employer. If a Registered Nurse is called off/flexed off for a regularly scheduled work day works an incomplete ESB shift for any reason, he/she will be paid a prorated ESB for the actual hours worked. If a Registered Nurse is called off/flexed off for a regularly scheduled work day, an ESB shift(s) scheduled and worked within the same pay period as the call off/flex off occurred will still qualify for the ESB, except that if the Registered Nurse volunteered for the call-off/flex-off, eligibility is lost.

D. Shift Differentials

1. EVENING SHIFT: The Employer will pay an evening shift differential of two dollars and fifty cents per hour (\$2.50/hr) for all hours worked from 3:00 p.m. to 11:00 p.m. Shifts commencing prior to 3:00 p.m. will be paid in accordance with past practice.
2. NIGHT SHIFT: The Employer will pay a night shift differential of four dollars and fifty cents per hour (\$4.50/hr.) for all hours worked from 11:00 p.m. to 7:00 a.m. Shifts commencing prior to 11:00p.m. will be paid in accordance with past practice.

E. Weekend Differential

The Employer shall pay a weekend differential of two dollars per hour (\$2.00/hr) for all hours worked between Friday at 11:00p.m. through Sunday at 11:00p.m.

F. Weekend Option Pay

The Employer will maintain its weekend option policy included as Appendix B to this agreement.

G. Relief Charge Differential

A Registered Nurse who is assigned to be in charge on a shift, shall receive additional compensation of two dollars per hour (\$2.00).

H. Preceptors

A Registered Nurse who is assigned as a preceptor will not be floated or called off while precepting and will receive a differential of two dollars (\$2.00) per hour for hours serving as a preceptor.

I. On-Call and Call-Back Pay

1. On-Call Pay Effective the second full pay period following ratification of this agreement, a Registered Nurse assigned on-call status by the department Director or his/her designee will be paid two dollars and twenty-five cents per hour (\$2.25/hr) for each hour assigned to such status. With the exception of the Cath Lab and the Angiography departments where On-Call pay is five dollars per hour (\$5.00).
2. Call-Back From Standby Pay

A Registered Nurse who is assigned to on-call status will be guaranteed a minimum of two (2) hours work each time he/she is called in by the department Director or his/her designee. When called back a Registered Nurse will be required to work until released by his/her Department Director or his/her designee or the end of the assigned standby shift. A Registered Nurse will receive one and one-half (1½) times his/her base rate of pay, rather than on-call pay, for all hours actually worked when he/she is called back to work from on-call status.

J. Report Pay

1. Each workday a Registered Nurse is required to report to work and does report to work, he/she will be provided with at least two (2) hours' work or any combination of work and pay totaling two (2) hours. If the Employer offers a Registered Nurse an assignment other than the regular assignment and the Registered Nurse refuses the alternate work no report pay will be paid.

K. Severance Pay

1. Severance pay will be provided to a regular Full Time and regular Part Time Registered Nurse whose employment is terminated as a result of a reduction in force provided he/she executes the Employer's standard release, which shall not require waiver of any recall rights provided by this Agreement. The amount of severance pay will be one (1) week of pay per year of service, with a minimum of two (2) weeks' pay and a maximum of sixteen (16) weeks' pay. Payment will be at the Registered Nurse's current base rate and partial years will not be prorated. Severance is paid as regular payroll over the term covered by the severance pay period. During the severance pay period, the

Registered Nurse will continue to be eligible for health insurance and the Employer will continue to pay all employer-paid portions of such premiums. Any employee-paid portion of health insurance premiums will be deducted from severance pay.

2. Effective the beginning date of this Agreement, a Registered Nurse who is laid off, receives severance pay and is returned to work before the period which severance pay covered, shall have their future entitlement for severance pay adjusted accordingly (e.g., the Registered Nurse who receives ten (10) weeks' severance pay and is returned in five (5) weeks would have five (5) weeks less severance pay in the future).

ARTICLE 14 – MINIMUM RATES

All wage ranges, benefits and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Facility's right to increase wage rates, benefits, premiums and differentials, and to pay other extra compensation at the Facility's discretion in excess of those provided by this Agreement. Accordingly, it is also understood that any such increases shall be over and above the economic package negotiated under Article 13. Before taking any action, the Facility shall notify the Union and meet and confer over the proposed change.

ARTICLE 15 – BENEFIT PLANS

1. Health, Dental & Vision Benefits

A. Employees shall be eligible to participate in and the Employer shall offer the benefits provided at the effective date of this Agreement, including the following core benefit plans during the term of this Agreement: Paid Time Off Plan, medical plan, dental plan, vision plan, long term disability plan, life insurance, and 403(b) Plan.

B. The Hospital shall not reduce any of the benefits granted to employees by subpart A above. The Hospital shall not reduce the employee health insurance coverage benefit and will not increase employee deductibles and/or co-payments; however, where the Employer's discretion, it is deemed necessary to change vendors, a minimum of thirty (30) days advance notice of the effective date of the change will be provided to the Union. Should the Hospital decide it may be necessary to change vendors, the Hospital agrees it will meet with the Union's representatives to discuss the vendor change(s), if requested.

C. In plan years 2017 and 2018, the Employer will continue to subsidize the health plan premiums for all Registered Nurses and dependents at the level percentages designated in Plan Year 2016 for the term of this Agreement, and to no less a subsidy level than that provided to non-supervisory employees at the facility, except that under no circumstances will any required payroll contribution increase by greater than 18% in any year.

2. Paid Time Off: The Employer shall not reduce the Registered Nurses' Paid Time Off Plan benefit in any way, including but not limited to, changing the

accrual schedule, and/or the terms of employee use. No Registered Nurse shall accrue PTO at a rate less than 7.2 hours per pay period except as pro-rated based on scheduled hours.

3. Retirement Benefits - Section 403(b) Plan: The Hospital shall increase the existing 403(b) plan match to 50 cents on the dollar up to 5% of pay.
4. Adoption Benefit-- The Hospital will pay up to \$7,500 adoption benefits in accordance with the terms of SSMHC St. Louis policy

ARTICLE 16 – HOLIDAYS

A. Holiday Pay

1. The Registered Nurses are paid a holiday differential of one-half (1/2) their base hourly rate for all holiday hours worked on the holidays listed a) through h), below. As in past practice, Holiday pay shall start at 11pm the night before and end at 11pm on the day of the holiday.
 - a) New Year's Day
 - b) Good Friday
 - c) Memorial Day
 - d) Independence Day
 - e) Thanksgiving Day
 - f) Day After Thanksgiving
 - g) Christmas Day
 - h) Labor Day

B. Holiday Scheduling

1. Effective January 2, 2014, Holiday shifts will be scheduled annually for all regular full-time and part-time Registered Nurses working in departments open on holidays using the "ABC" rotation included as Appendix C to this Agreement, except for the limited OR holiday schedule and procedural departments that utilize on call staff in lieu of regular operations.
2. Once the assigned holidays are posted, Registered Nurses are free to individually trade or find a replacement for their scheduled holidays in accordance with Article 11, Section D. The initially scheduled Registered Nurses will not be required to make up the traded holiday shift.
3. If a Registered Nurse is canceled from a holiday shift, it will qualify as a holiday worked.
4. If a Registered Nurse calls off when scheduled for a holiday shift, it will not qualify as a holiday worked and such Registered Nurse may be scheduled to work an additional holiday as determined necessary by management. This

paragraph does not apply to nurses on a continuous approved leave of absence.

5. A sign-up list will be posted for Registered Nurse cancellation or extra Holiday volunteer requests thirty (30) days prior to posting the final work schedule in which the Holiday falls. Registered Nurses wishing to be considered for holiday cancellation must sign the cancellation list no later than five (5) days prior to commencement of the schedule.
6. In the event there are more Registered Nurses scheduled to work in a holiday rotation schedule than are necessary to staff the unit/facility on a designated holiday, cancellation(s) shall be made based on seniority, by rotation, canceling volunteers from the cancellation list assigned an extra holiday shift first and subject to the operational needs of the Employer.
7. In the event more Registered Nurses are required to work a particular holiday, the holiday will be scheduled by offering the option in rotation (starting with the most senior Registered Nurses) from the volunteer list. In the event no Registered Nurse volunteers to work the holiday, such holiday will be assigned in reverse seniority, by rotation and subject to the operational needs of the Employer. Scheduling of additional shifts shall take place no less than thirty (30) days prior to the commencement of the schedule in which the holiday falls.
8. Upon ratification of this Agreement, the Employer will post an Extra Holiday Assignment Schedule (Appendix D) and will update the Schedule thirty (30) days prior to posting the final work schedule in which the Holiday falls.
9. All designated holidays as identified herein, will be observed on the holiday as defined in this Article, and all conditions and benefits applying to such holiday will be in effect on that day only. A department where staff is not regularly scheduled on the holiday, i.e., Saturday and/or Sunday, may close the department on the preceding Friday or following Monday (herein referred to as "alternatively-observed holiday"). Employees who work on the alternatively-observed holiday will receive regular pay only.
10. The Employer will post Registered Nurse available positions into one (1) of the three holiday rotations with the intention of maintaining a balanced number of Registered Nurses in each holiday rotation.

ARTICLE 17 – HEALTH AND SAFETY

The Hospital agrees to provide a safe and healthy work environment for all Registered Nurses and further agrees to comply with all applicable local, state and federal health and safety laws and regulations. The Hospital will continue its current practices regarding Registered Nurse health and safety unless mutually agreed by the Parties.

A. Safe Patient Handling

1. The Hospital will maintain a multidisciplinary committee to make recommendations with respect to the establishment or modification of Hospital policy regarding safe patient handling required by Missouri Code of Regulations

30-20-.97. The Union may appoint two (2) bargaining unit nurses to participate on the committee. The Committee shall meet at least every six (6) months and nurse members shall be paid for attendance at these meetings.

2. As a coordinator of care, RNs are a critical part of the multi-disciplinary team responsible for the observation and direction of patient lifting and mobilization and participating as needed in patient handling in accord with the RN's professional judgment and functional requirements of their job description.
3. The Hospital will provide hand-on orientation to new Employees concerning proper lifting techniques and use of available patient transfer devices, lifting devices and other patient lifting/handling equipment as appropriate to their job responsibilities. On an annual basis, the Hospital will provide hands-on refresher training on safe patient handling, equipment and devices where attendance by all nurses will be mandatory.
4. The Hospital will encourage all employees to use mechanical lifts and/or transfer and repositioning devices whenever possible and the safe use of manual safe lifting techniques in emergency, life-threatening or otherwise exceptional other circumstances. The Hospital will continue to evaluate and review options for reducing the need for RNs to manually lift patients.

B. Communicable Diseases

1. The Hospital will comply with all applicable federal, state and local laws pertaining to communicable diseases.
2. The Hospital will provide training as needed to address emerging infectious diseases which includes the opportunity for interactive question and answers, as well as training in donning and doffing of personal protective equipment as needed. Employees will comply with all training and policies regarding these issues, including wearing personal protective equipment as required.
3. Two (2) bargaining unit Registered Nurse appointed by the Union will be invited by the Hospital to attend at least one meeting a year with members of the Infection Prevention Committee to review, evaluate and discuss the Hospital's preparedness and procedures for responding to infectious diseases in the workplace including, but not limited to, personal protective equipment, prophylactic precautionary procedures, exposure control plans, immunizations, isolation, and effective communication, education and training of direct care Registered Nurses. Nurses shall be paid at their base rate for attendance at these meetings. The Nurse Liaisons to the Prevention Committee may make written requests to the Chief Nursing Officer to attend meetings with members of the Infection Prevention Committee more frequently than once a year. The written request must articulate the reason why the Nurse Liaisons believe they need to attend the meeting. The Chief Nursing Officer will consider the request and will not unreasonably deny the request.

C. Workplace Safety

The Hospital will take reasonable steps within its control to protect all Employees from workplace violence, in accordance with federal, state and local laws, from assault or

physical harm by patients, patients' visitors, physicians and other Hospital employees on Hospital premises.

These steps by the Hospital include:

1. Maintaining a Workplace Violence policy for all areas of the Hospital that addresses workplace violence and responses which includes prohibiting the possession of knives, guns and other weapons in the workplace (except for designated security personnel), training on how to recognize and handle potentially violent situations and a process for responding to incidents and a reporting mechanism.
2. Providing ID badges that do not reveal the employee's last name upon request.
3. Posting Notices at Public Entrances stating the Hospitals prohibition against weapons in the Hospital under its Policy
4. Contacting Nurses affected by workplace violence as soon as reasonably possible and assisting nurses who have experienced a security incident.
5. Providing on-line and/or hands-on training to Nurses on how to recognize and handle potentially violent situations, security awareness, Code Grey and crisis protocols.
6. Upon request, making the Director of Security and/or his designee available to meet with the PPC to discuss safety and security concerns and consider constructive ways to improve nurse safety, subject to patient privacy requirements.
7. Providing initial training and annual refresher training in crisis intervention for all Registered Nurses that address violence prevention and de-escalation.
8. Providing nurses who have been injured in a violent workplace situation or have witnessed an extraordinary act of violence in the workplace may request a leave of absence or reasonable accommodation in accordance with the Hospital's existing leave of absence policies and such leave will be granted in accordance with the Hospital's leave of absence policies.
9. Making available resources from the Employee Assistance Program following traumatic incidents as needed.
10. Investigating violent incidents and situations involving violence or the risk of violence.

ARTICLE 18 – EDUCATION BENEFITS

A. The Employer will maintain current practices with regard to education benefits including but not limited to St. Louis University Tuition Remission, and student loan repayment, and paid time for attendance at required classes.

B. Education Leave

1. Eligibility

Regular Full-Time and Part-Time 1 Registered Nurses with Hospital required certifications as evidenced in the job description (not basic Registered Nurse licensure), will be eligible to request paid education leave for courses approved for such continuing education, including but not limited to, online courses, and .edu courses and courses sponsored by the Hospital or the Union.

2. Education Hours

The Facility will pay eligible Registered Nurses at their base rate of pay for attending such mandatory education courses provided that the Registered Nurse obtains prior written approval from their Director to attend such course.

3. Procedure

Education Leave time will be paid as follows, provided the Registered Nurse obtains prior written approval for use of educational leave:

- a. Registered Nurses may request to be paid at their base rate of pay for hours attending approved classes covered by this Section. In the event a Registered Nurse attends an approved class in lieu of a regularly scheduled workday, she/he may utilize available PTO for the difference between the class hours and a full shift.

4. Approval

Unused education leave hours shall not roll over to the following year. Paid release time for education may not be approved if scheduled in such a way as to create overtime or premium pay for either the Registered Nurse on education leave or the Registered Nurse providing cover.

C. Mandatory In-Service

Hours spent in courses or in-service meetings designated by the facility as mandatory will be considered hours worked for overtime and other pay purposes, in accordance with applicable wage and hours laws.

ARTICLE 19 – LEAVES OF ABSENCE

A. Subject to applicable local, State and Federal law, the Facility will continue its current leave of absence policies, unless otherwise mutually agreed.

B. Union Leave

Notwithstanding the above, Registered Nurses who have been in the employ of the Facility for at least one (1) year may request a Union leave of absence (without pay) in writing at least forty-five (45) days prior to the leave commencing except upon mutual agreement between the parties based on extenuating circumstances. Such leave of absence without pay will be for a minimum of forty-five (45) days and will not exceed one year. No more than one Registered Nurse may take such a leave at any one time, however, such leave will not be unreasonably denied. Should the Facility grant such leave, permission, shall be in writing setting forth the date of such leave.

1. Health Insurance

Benefits may be continued under the provision of COBRA.

2. Use of Paid Time Off

Use of Paid Time Off (PTO) is not allowed. Union leaves of absence are unpaid.

3. Accrual of Benefits

A Union leave of absence will not affect previously accumulated benefits. However, Registered Nurses taking this type of leave will not accrue benefits while on unpaid leave.

4. Return to work

When a Registered Nurse returns to duty in compliance with the authorized leave of absence, such Registered Nurse shall be reinstated in the same classification, positions, shift, unit and scheduled hours in which such Registered Nurse was employed before his/her absence. If conditions in the Facility have so changed that it would not be feasible to reinstate him/her in such manner, then the Facility will reinstate the Registered Nurse to as nearly comparable a position and shift as is reasonable under the circumstances.

If a Registered Nurse wishes to return from leave early he/she must give the Facility at least four (4) weeks' notice prior to reinstatement.

5. Nurse Representative Leave

Registered Nurses who are recognized Nurse Representatives may be granted, at management discretion, up to three (3) days off annually without pay to attend union trainings or events. Such request shall be made in writing to the Director of Human Resources at least forty five (45) days in advance. Subject to staffing needs, leaves shall not be unreasonably denied.

C. Bereavement Leave

1. In the event of a death in the immediate family, all full-time and part-time 1 Registered Nurses who have completed at least 90 calendar days of service will be allowed for up to three (3) consecutively scheduled shifts off with pay (to a maximum of 36 hours), immediately following a death unless otherwise approved by the Hospital based on extenuating circumstances. Bereavement Leave must be taken within the seven (7) day period following the death. Subject to the manager's approval, a Registered Nurse may take additional days of leave beyond the maximum allowed hours for bereavement purposes. If granted, the Registered Nurse may elect to use his/her accrued Paid Time Off for such days.
2. "Immediate family" is defined as: spouse, parents, children, brothers, sisters, grandparents, grandchildren, and corresponding step and in-law relationships, close relative living with employee, or Domestic partner (as defined by the Facility's Criteria for Domestic Partnership Status). Individuals

who are not legally related but who reside with the Registered Nurse will qualify as "immediate family".

3. The Registered Nurse will be paid his/her regular base hourly rate for each consecutively scheduled shifts missed (up to 36 hours) and may be required to furnish satisfactory evidence to support the leave.

D. Mission Leave

SSM Health St. Louis University Hospital supports acts of service to help others in an immediate personal way and that makes a tangible difference in situations of community crisis or human tragedy. The Hospital recognizes and supports the desire of staff members to engage in humanitarian and/or disaster relief when and where needed. Any Registered Nurse wishing to participate in such an effort will be granted an unpaid leave consistent with the general leave policy of the hospital as long as staffing needs allow such a leave and no more than 4 other Registered Nurses are currently on a leave for humanitarian or disaster relief purposes with no more than 2 from the same department. This applies to organizations recognized by the Hospital such as NNOC RNRN, Catholic Charities, Franciscan Sisters of Mary, and Missouri Disaster Medical Relief Team.

ARTICLE 20 – SUCCESSORSHIP

A. In the event of sale or transfer of control of the Facility by SSM-SLUH, Inc., it shall, within a reasonable period of time provide the Union with the new employer's or entity's name, address and designated representative. Prior to the sale or transfer, SSM-SLUH, Inc. shall inform the new owner and/or employer or entity of the existence of this Agreement and of its terms and conditions. SSM-SLUH, Inc. will request the new owner, employer or entity to consider all or substantially all of the bargaining unit Registered Nurses for employment. The Union shall have any successorship rights they may enjoy under applicable law.

B. Job openings at other SSM Health facilities will be posted on the SSM Health website and will be available to bargaining unit Registered Nurses on the same basis as other SSM Health Registered Nurses.

ARTICLE 21 – MANAGEMENT RIGHTS

Subject to the laws and regulations governing the healthcare industry, the Facility retains, solely and exclusively, all the rights, powers 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, the rights, powers and authority retained solely and exclusively by the Facility and not abridged by this Agreement include, but are not limited to, the following: (i) to manage, direct and maintain the efficiency of its business and personnel; (ii) to manage and control its departments, buildings, facilities, equipment and operations; (iii) to create, change, combine or abolish jobs, departments and facilities in whole or in part; (iv) to subcontract or discontinue work for business, economic, medical or operational reasons; (v) to utilize personnel from nursing registries or other temporary help agencies; (vi) to direct the work force; (vii) to increase

or decrease the work force; (viii) to determine staffing patterns and levels and the number of Registered Nurses needed, provided that the Facility adheres to the Nurse Practice Act regulations; (ix) to lay off Registered Nurses; (x) to hire, transfer and promote Registered Nurses; (xi) to demote, suspend, discipline and discharge Registered Nurses; (xii) to maintain the discipline and efficiency of its Registered Nurses; (xiii) to establish work standards and schedules of operations; (xiv) to specify or assign work requirements and overtime; (xv) to assign work and decide which Registered Nurses are qualified to perform such work; (xvi) to determine working hours, shift assignments, and days off; (xvii) to adopt rules of conduct, appearance and safety, and penalties for violations thereof; (xviii) to determine the type and scope of work to be performed and for the services to be provided to patients; (xix) to determine whether work will be assigned to bargaining unit Registered Nurses or other Registered Nurses; (xx) to determine the methods, processes, means and places of providing service to patients; (xxi) to determine the quality of patient services; (xxii) to acquire and dispose of equipment and facilities; (xxiii) to determine the places where work will be performed; (xxiv) to hire temporary Registered Nurses for designated periods of time; (xxv) to pay wages and benefits in excess of those required by this Agreement; (xxvi) to effect technological changes in its equipment and operations; and (xxvii) to sell, close, or dispose of all or part of the Facility. The Facility's failure to exercise any right, prerogative, or function hereby reserved to it or the Facility's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Facility's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 22 – SUBCONTRACTING

A. The Facility may subcontract all or part of any operation performed by bargaining unit Registered Nurses. Where such subcontracting would displace a Registered Nurse, the Facility shall provide the Union with fifteen (15) days prior notice of its decision to subcontract so that the Union can discuss the effects of such subcontracting. In the event that the subcontracting of any operation would result in the displacement of fifteen (15) or more Registered Nurses, the Facility will require any subcontracting entity to offer employment to the affected employees and to maintain their current rate of pay for a period of not less than ninety (90) days.

B. Any dispute under this Article may be subject to the grievance and arbitration procedure in this Agreement; disputes may not be pursued through any other dispute resolution or adversarial procedure including, but not limited to, administrative forums (including but not limited to the National Labor Relations Board), or civil litigation in state or federal court.

ARTICLE 23 – UNION SECURITY

A. Union Membership as a Condition of Employment

All Registered Nurses of the Facility covered by this Agreement as of the date of the execution shall, as a condition of continued employment with the Facility, become and remain members in good standing of the Union not later than the thirty-first (31st) day

following the date of the execution of this Agreement by tendering payment of the initiation fee to the Union and continuing their payment of periodic Union dues uniformly required.

As a condition of employment all Registered Nurses hired on or after the effective date of this Agreement shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Union and tender to the Union the initiation fees and periodic dues that are the obligations of members.

B. Failure to Make Required Payments

The Union shall notify the Facility and the affected Registered Nurse in writing of a Registered Nurse's failure to comply with the provisions of this Article and shall afford each such Registered Nurse fifteen (15) work days, after the Registered Nurse has been mailed such notice at his/her last known address, in which to comply.

If said Registered Nurse does not comply with the provisions of this Article within the ten (10) day period following actual notice, the Registered Nurse shall be promptly terminated upon written notice of such fact from the Union to the Facility.

C. Deduction and Remittance of Union Initiation Fees and Dues

Upon receipt of an individual, voluntary, written and un-revoked check-off authorization form which has been signed by a Registered Nurse in the bargaining unit covered by this Agreement, the Facility shall deduct from the pay of such Registered Nurse during the first pay period of each calendar month a sum equal to the Registered Nurse's Union initiation fees or monthly membership dues, uniformly required, and only so long as such Registered Nurse was employed by the Facility at the time such obligation became due.

The Facility shall promptly remit to the Union the sums which are deducted under the Section, together with a list on hard copy and a disk or electronically (on Excel, ASCII delimited text, or another compatible format) showing the following information for the Union members: their names, Social Security number, home address and phone number (as provided by the Registered Nurse), classification, regular wage rate, regular hours worked during the period, regular earnings during the period, Department, status, (e.g. Regular full-time, Regular part-time, Limited part-time, On Call, Casual, PRN, or Temporary), and date of hire.

The Union shall indemnify the Facility and hold it harmless against any and all suits, claims, demands and liabilities that arise out of, or by reason of, any action that shall be taken by the Facility for the purpose of complying with the foregoing provisions of this Article.

The Facility will honor written assignment of wages to the Union's Federal Political Action Committee fund, where such assignments are submitted in a form agreed to by the Facility and the Union, and will remit such contributions to the Union.

ARTICLE 24 – WORK STOPPAGE

A. Prohibited Activity

During the term of this Agreement, neither the Union nor its agents or representatives, nor any Registered Nurses, individually or collectively, shall call, sanction or participate in any strike, work stoppage, picketing, boycott, sit-down, sickout or slow-down, or any refusal to cross a picket line at or enter the Facility's premises, or any other interference with any of the Facility's services or operations, or with the movement or transportation of goods to or from the Facility's premises.

B. Waiver By Union

The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this Article expressly prohibits (a) sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit); (b) strikes over disputes that are not subject to arbitration; and (c) strikes in protest of alleged violations of state or federal law. Any statutory right under the NLRA which a Registered Nurse may otherwise have to engage in such conduct is hereby expressly waived by the Union.

C. Union Obligation

If a violation of this Article should occur, the Union shall immediately do everything within its power to terminate the violation.

D. Penalty

Any Registered Nurse who participates in any activities prohibited by this Article shall be subject to discharge or such lesser discipline as the Facility in its discretion shall determine, provided however, that such Registered Nurse shall have recourse to the grievance and arbitration procedure as to the sole questions of whether she/he in fact participated in such prohibited activity and whether the discipline is discriminatory.

E. Union Officials

The Union's Labor Representatives and Nurse Representatives shall attempt to end any violation of this Article by personally complying with the Article, and by urging others to do so. Should they fail to do so, they may be selectively disciplined, including discharge, provided they shall have recourse to the grievance and arbitration procedure as to the question of whether they complied with this section.

F. No Lockouts

The Facility agrees that there shall be no lockout during the term of this Agreement. As used herein, the term "lockout" shall not include the closing

down or curtailment of operations or layoffs due to economic conditions, business or operational reasons, natural disaster, or reasons beyond the Facility's control.

G. Expedited Arbitration

Without resort to the grievance procedure, any dispute regarding an alleged violation or threatened violation of this Article may be submitted to expedited arbitration by either party upon written notice to the other party. Within twenty-four hours of any request to arbitrate an alleged violation of this Article or as soon thereafter as any arbitrator is available, a hearing shall be held, telephonically or otherwise, before anyone of the arbitrators identified in Article 9, Section C (1) of this Agreement. The first available arbitrator in sequential order from the list shall be selected. The arbitrator shall determine and advise the parties of the time and place of such hearing. The failure of either party or witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness was present. The sole issue before the arbitrator shall be whether this Article has been violated and what relief, if any, for such violation is appropriate. In the event the arbitrator finds any violation of this Article, the arbitrator may order such interim relief as he/she deems appropriate. The arbitrator may issue his award at any time, but in no event later than 24 hours after the hearing. Any decision supporting such award shall be issued within seven (7) days of the close of the hearing. The arbitrator's decision and award shall be final and binding on the parties. Nothing herein shall be deemed or construed to limit or preclude any party's right to any judicial remedy, including but not limited to injunctive relief and damages. 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 Facility and the Union.

ARTICLE 25 – NOTICES

Notices by the Union to the Facility shall be mailed, by certified mail, return receipt requested, or delivered to the most senior Human Resource person at the Facility. Copies shall also be mailed, by certified mail, return receipt requested, or delivered to the Chief Nursing Officer and Chief Executive Officer at the Facility.

Notices by the Facility to the Union shall be mailed, by certified mail, return receipt requested, or delivered to the following address:

11628 Old Ballas Road, Suite 216
St. Louis, MO 63141

ARTICLE 26 – SAVINGS CLAUSE

If any provision of this Agreement is held to be in conflict with any State or Federal law, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect.

ARTICLE 27 - ENTIRE AGREEMENT

The parties agree that this Agreement (including the results of any local bargaining as provided herein constitutes the entire contract between them governing wages, hours and conditions of employment of bargaining unit Registered Nurses covered during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, except as the Agreement expressly provides for a local bargaining process, the Union and the Facility expressly waive their rights during the term of the Agreement to demand negotiations upon any subject matter, whether or not such subject matter is specifically contained in this Agreement or whether such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this Agreement.

ARTICLE 28 - TECHNOLOGY

A. Utilization of technology should support the provision of safe, therapeutic, effective care by Registered Nurses. This occurs within the structure of the nursing process, including the exercise of clinical judgment in assessment, planning, implementation, diagnosis, and evaluation in patient care, and acting as a patient advocate.

B. Technology should be utilized in a manner to safeguard patient confidentiality.

C. The Facility maintains a work environment in which technology supports the delivery of care and further the implementation of the nursing process defined in the Nursing Practice Act.

D. Technology provides information and tools to support clinical decision making as appropriate. Clinicians will maintain accountability for actual clinical decision making, including incorporating individualized patient needs, complication, and co-morbidities, as appropriate.

E. Prior to implementation, the hospital shall notify the PPC of new technology. Nursing Management shall meet with the PPC upon request to allow the nurses an opportunity for input regarding implementation of new technology and to hear concerns. Timely input from the PPC will be considered prior to the implementation of new technology.

ARTICLE 29 - TERM

This Agreement shall be effective from June 16, 2016 through June 15, 2019. Either party may serve written notice to the other party of its intent to amend the Agreement at least ninety (90) days prior to June 15, 2019.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement by their duly authorized representatives.

FOR NATIONAL NURSES ORGANIZING
COMMITTEE

By: Rose Ann DeMarco

Dated: 4/28/17


FOR SSM Health St. Louis University
Hospital

By: Kate Becker

Dated: 4-11-17


By: J Modaffo
Dated: 4/28/2017

By: 
Dated: 04-11-17

By: 
Dated: 4/28/2017

By: 
Dated: 4-11-17

By: Marchelle Vennell
Dated: 4/26/2017

By: 
Dated: 4/26/2017

By: Paul Welland
Dated: 4/26/2017

By: Barbara Lowes
Dated: 4/25/2017

APPENDIX A – WAGE SCALES - 2016-2019

	0	1	2	3	4	5	8	10	15	20	25
Staff Registered Nurse	\$22.50	\$23.25	\$24.30	\$25.50	\$26.75	\$28.25	\$29.50	\$30.75	\$32.00	\$33.60	\$36.40
Float Pool (Med Surg)	\$33.50	\$33.50	\$33.50	\$33.50	\$33.50	\$34.00	\$34.00	\$34.00	\$34.50	\$34.50	\$34.50
Float Pool B (ICU)	\$33.50	\$33.50	\$33.50	\$33.50	\$33.50	\$34.00	\$34.00	\$34.00	\$34.50	\$34.50	\$34.50
Float Pool C (ICU/Med Surg)	\$36.40	\$36.40	\$36.40	\$36.40	\$36.40	\$37.00	\$37.00	\$37.00	\$37.60	\$37.60	\$37.60
Float Pool D (Specialty)	\$39.20	\$39.20	\$39.20	\$39.20	\$39.20	\$39.85	\$39.85	\$39.85	\$40.50	\$40.50	\$40.50
PRN	\$30.60										

APPENDIX B – WEEKEND OPTION PROGRAM

- a. Weekend option program will begin Friday, 7:00 am. and remain in place until Monday, 7:30 am.
- b. Weekend Option staff, when accepting the position; agree to commit to the program for a minimum of six months, and will work the scheduling plan defined by the Department and approved by the Administrative Director / Assistant Director / Nurse Manager.
 1. Plan A: Full time – three twelve hours shifts: Friday, Saturday and Sunday. Weekend option differential applies to all shifts.
 2. Plan B: Full time- two twelve hour shifts: Friday and Saturday night shift or Saturday and Sunday night or day shifts and one shift during the week. The weekend option differential does not apply to the one shift during the week.
 3. Plan C: Part time – two twelve hour shifts: Friday and Saturday night shift or Saturday and Sunday night or day shifts. The weekend option differential applies to both shifts.
- c. Employees may request, in advance, to be scheduled off on weekend shifts as follows:
 - Plan A:** Two (2) weekend shifts (Saturday and/or Sunday) in a three (3) month period. Plan A provides Friday shifts off if approved which do not count towards the Weekend Option obligation.
 - Plan B:** Two (2) weekend shifts in a three (3) month period.
 - Plan C:** Two (2) weekend shifts in a three (3) month period.
- d. Weekend Option staff are allowed to trade weekend shifts with non-weekend option staff with the understanding that weekend option staff will not receive the weekend option differential for that shift trade. Such trades are subject to approval under the provisions of Article 11, Section D (4).
- e. Weekend option employees are expected to work scheduled holidays regardless of the day of the week on which they fall. Scheduling to meet holiday commitment shall not result in an increase in normal worked hours or more than 3-12 hour shifts in a row. Nurses required to work such a holiday in lieu of a weekend shift will continue to receive Weekend Option pay for such shifts.
- f. Weekend Option employees who call in or fail to work their scheduled weekend shifts for more than three (3) occurrences in a revolving 12 month period will be taken out of the Weekend Option program. Such occurrences will not result in a loss of allowed approved weekends off, as defined in c, above.
- g. Beginning with the second occurrence described in f above the Employer will notify Registered Nurses of an occurrence; however, such notice is not

disciplinary action and will be clearly indicated on the notice. Not providing the notice will not delay or change the Weekend Option employee's obligation.

- h. Weekend Option Staff are not required to make up weekend shift during the week. If terminated from the weekend option program, the employee must demonstrate an excellent attendance pattern for 6 months to be re-considered for the Weekend option program.
- i. The absences incurred resulting in termination from the Weekend option program will also be applicable absences outlined in the Attendance and Punctuality Policy

APPENDIX C – HOLIDAY SCHEDULE ROTATION*

Day and Evening Shift Rotation

	Year 1 (2017-2018)	Year 2 (2018-2019)	Year 3 (2019-2020)
“A” Rotation	New Years' Eve New Years' Day Memorial Day Veterans Day	Christmas Eve Christmas Day Good Friday Labor Day	Thanksgiving Day Day After Thanksgiving Martin Luther King Day Independence Day
“B” Rotation	Christmas Eve Christmas Day Good Friday Labor Day	Thanksgiving Day Day After Thanksgiving Martin Luther King Day Independence Day	New Years' Eve New Years' Day Memorial Day Veterans Day
“C” Rotation	Thanksgiving Day Day After Thanksgiving Martin Luther King Day Independence Day	New Years' Eve New Years' Day Memorial Day Veterans Day	Christmas Eve Christmas Day Good Friday Labor Day

Night Shift Rotation*

	Year 1 (2017-2018)	Year 2 (2018-2019)	Year 1 (2019-2020)
“A” Rotation	New Years' Eve New Years' Day Memorial Day Veterans Day	Christmas Eve Christmas Day Good Friday Labor Day	Thanksgiving Eve Thanksgiving Day Martin Luther King Day Independence Day
“B” Rotation	Christmas Eve Christmas Day Good Friday Labor Day	Thanksgiving Eve Thanksgiving Day Martin Luther King Day Independence Day	New Years' Eve New Years' Day Memorial Day Veterans Day
“C” Rotation	Thanksgiving Eve Thanksgiving Day Martin Luther King Day Independence Day	New Years' Eve New Years' Day Memorial Day Veterans Day	Christmas Eve Christmas Day Good Friday Labor Day

1. For the purpose of this rotation, New Year's Day is grouped with holidays of the preceding year, for example New Year's Day 2018 is part of the A rotation for 2017.

2. For the purpose of this rotation only, a holiday shift commences on the day listed in the rotation. For example: a shift starting at 7:00 p.m. on December 31 counts as working “New Year’s Eve” whereas a shift starting at 7:00 p.m. on December 30 does not.

APPENDIX D – EXTRA HOLIDAY ASSIGNMENT SCHEDULE

ABC Rotation	Days	Extra Holidays Assigned	Extra Holidays Assigned
	Nurse 1		
	Nurse 2		
	Nurse 3		
	Nurse 4		
	Nurse 5		
	Nurse 6		
	Nurse 7		
	Nurse 8		
	Nurse 9		

ABC Rotation	Days	Extra Holidays Assigned	Extra Holidays Assigned
	Nurse 1		
	Nurse 2		
	Nurse 3		
	Nurse 4		
	Nurse 5		
	Nurse 6		
	Nurse 7		
	Nurse 8		
	Nurse 9		

1. Holiday Schedule ABC Rotation listed in Appendix C of the contract
2. Initial list order is assigned by seniority with most senior RN at top of list
3. Assign extra holidays to next available employee from bottom of list up
4. Assign extra holidays until every employee has been assigned to one holiday, then start over at the bottom of the list
5. New Employees, Transfers added to bottom of the Extra Holiday Assignment list at completion of orientation
6. New Employees assigned A,B or C based on position for which they are hired
7. Transfers assigned to A, B, C based on the position to which they transferred. This means transferring to a new position in any department may result in a holiday rotation change
8. Volunteering does not count as an Assigned Extra Holiday
9. PRNs work 1 holiday per year as assigned by the manager

**SIDE LETTER OF AGREEMENT RE:
INFORMATIONAL PICKETING AND LEAFLETING**

The parties agree that no information picketing or leafleting by the Union shall take place at any SSM Health facility during the term of the Labor Accord except upon ten (10) days prior written notice to the SSM St. Louis Health Regional Vice President of Human Resources and after the Midwest Director of the NNOC and the Union have discussed the intended informational picketing or leafleting, and such picketing or leafleting is thereafter authorized by the Union's national representative.