

ARTICLE 5. HOURS OF WORK

A. Shifts

The Employer may assign or schedule RNs to straight time shifts of ~~up to twelve (12) hours (i.e. 8, 10, or 12 hours. shifts.)~~. In the case of ~~makeup hours due to~~ scheduled training, meetings, or other similar activities, extending over part of a work day, a nurse may be asked to work ~~scheduled~~ alternative shifts up to FTE Status. A nurse, however, may request to use PTO or forego working an alternative shift to meet their FTE.

B. Definitions

1. "Emergency situation" is defined as an unusual, unpredictable or unforeseen circumstances such as, but not limited to, act of terrorism, epidemic, adverse weather conditions or natural disasters.
2. "Workday" means a fixed twenty-four hour period designated by the Employer.
3. "Workweek" means seven (7) consecutive workdays.
4. "Pay period" means two consecutive workweeks.

C. Changes in Work Day, Workweek or Pay Period

The Employer agrees that it will only change the work day, workweek or pay period in compliance with the provisions of the Fair Labor Standards Act (FLSA) and after first notifying the Association. Upon request, the Employer will bargain with the Association over the impact of such changes on bargaining unit nurses.

D. Overtime

1. An RN who works in excess of forty (40) hours in a work week shall be paid at one and one-half (1 ½) times her/his regular rate of pay for all time so worked. Under the FLSA, the additional half-time compensation must be paid on the regular rate which is defined as the total remuneration divided by the total hours worked. Overtime compensation must be calculated on the regular rate, which will exceed the hourly rate when differentials are paid.
2. Non-work time such as Paid Time Off, bereavement leave or jury duty, do not count as time worked for overtime purposes. "Non-working time" means time, whether paid or unpaid, when an RN is not working, excluding rest breaks.
3. No nurse shall be disciplined for refusing to work overtime if the nurse is unable to safely continue working.

E. Meals and Breaks

1. An RN's shift will include a thirty minute unpaid meal period for any shift exceeding five hours.
2. Employees will be allowed a fifteen (15) minute paid rest period for each four (4) hour period worked. Meal and rest period times may be scheduled by the Employer.

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3. If a nurse believes she/he will be unable to take or complete a duty-free meal break, she/he will report this situation to the charge nurse/supervisor who will make efforts to relieve the nurse. If a nurse is still unable to take or complete a duty-free meal break, the nurse will document this on his/her timecard by adding the code for "no lunch" and will be paid for that thirty (30) minute time period.
4. RNs must turn over any paging device or hospital phone while on a meal break to help ensure a duty free meal break.
5. Nurses shall not be subject to discipline when they submit timecards with one or more "No Lunch" indicators so long as the Nurse has complied with the provisions of this Article and there is no timecard falsification.

F. Maximum Hours/Shifts

1. No nurse will work more than sixteen (16) consecutive hours unless replacement staff are not able to report for duty because of an emergency situation as described above. Such nurses must be replaced immediately as soon as a replacement is available.
2. No nurse will work more than two (2) consecutive sixteen (16) hour shifts and no more than three (3) sixteen (16) hour shifts in a rolling seven (7) day period except in an emergency as defined in this Article.
3. Except on holiday weeks or unless the nurse agrees, a nurse shall not be scheduled to work more than three (3) consecutive twelve (12) hour shifts or more than five (5) consecutive eight (8) hour shifts without her/his agreement.
4. Except in case of an emergency, as defined above, or unless the RN agrees, the Employer shall not schedule a shift for an RN which commences within ten (10) hours of the end of the RN's last scheduled shift.
5. Nurses shall not be scheduled more than their hired FTE, without mutual agreement of the nurse and the employer.

G. Weekends

1. Nurses who primarily work eight (8) hour shifts and who work eight (8) hour shifts on the weekend will typically be scheduled to work every other weekend. Nurses who primarily work twelve (12) hour shifts and who work twelve (12) hour shifts on the weekend will typically be scheduled to work every third weekend. Where additional weekend work is required over the normal rotation, such work will be assigned on the basis of reverse seniority.
2. For purposes of this paragraph a weekend will constitute a minimum of forty-eight (48) continuous hours occurring between Friday and Sunday.

H. Weekend "Package" Program

The Employer will continue to make available its Weekend "Package" Program. The available options will be 4 of 6, 5 of 6, or 6 of 6 weekends:

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Should the Employer seek to make any additional material changes to its Weekend “Package” Program, it will bargain with the Association over the intended changes. (For purposes of the Weekend “Package” Program the weekend is defined as hours worked from the beginning of Friday day shift through the end of Sunday night shift per defined department schedule).

A nurse working weekend package may request weekend days off and utilize PTO benefits to cover those hours.

I. Rotation of Shifts

Nurses that work rotating shifts will not normally be required to work more than two (2) of three (3) shifts (days, evenings, and nights) during a fourteen (14) day work period.

J. Trading Shifts

1. Nurses can trade shifts with another nurse in their assigned department so long as the trade does not incur overtime pay, is agreeable to both nurses and ensures adequate skill mix on the unit.
2. Where the trade would compromise the above, supervisory approval is required.

K. Seniority Shift of Choice

Nurses with ten (10) or more years of seniority on his/her unit (measured by the Nurse’s date of hire/transfer onto the unit) shall be afforded the opportunity to bid into a shift assignment of nurses choice (e.g. day shifts). This choice will be implemented as soon as reasonably possible without undermining the skill mix available to work each shift. The fact that the nurse has achieved this milestone, shall be confirmed by the Employer in writing to the Nurse.

L. Self-Scheduling

Departments that allow self-scheduling will continue to do so unless the Employer gives at least 60 days’ notice of a change in the practice and ~~discusses~~ bargains such changes with the Union.

The Employer reserves the right to modify self-schedules to ensure a balanced schedule. Seniority and skill mix will be considered when balancing schedules.

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ARTICLE 17. FLOATING

- A. Nurses may be assigned to units, which they have not been initially assigned, in order to meet patient care needs. Nurses who have not been trained or oriented to a unit/department to which they may be floated, can be assigned to that unit/department to provide care for patient types for which their competency has been validated in accordance with policy and regulation.
- B. The Employer will make reasonable attempts to provide adequate nursing care coverage. Professional judgement and input from the charge nurse/team leader will be considered when determining staffing requirements to meet patient needs. In no situation where a nurse is floated or roaming to a unit shall it result in a nurse staffing shortage on the nurse's home unit.
- C. Floating will occur prior to granting of any low census days (LCD) or requested days off (RDO).

| Floating Clusters | |
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| <p style="text-align: center;">Tier 1 Floating</p> <p>The nurse will be assigned patients in the floated unit if the nurse has current competencies for the patient assignment. If no current competencies, the nurse will be expected to perform nursing tasks as directed.</p> <p>Floating within cluster will be preferred whenever able. Each floating cluster is listed below:</p> | <p style="text-align: center;">Tier 2 Floating</p> <p>The nurse will be expected to perform nursing tasks as directed.</p> <p>The following are considered free standing units. <u>Floating will only take place as listed below</u> <u>Nurses from these departments will be considered roamers, immediately available back to their home unit when needed.</u> The floating roaming nurse will perform nursing tasks as directed (helping hands), nurse assistant duties, 1:1 and/or sitter duties:</p> |
| <ol style="list-style-type: none"> 1. Intensive Care Unit (ICU) & Progressive Care Unit (PCU) 2. 3CC (Ortho) & 3CE (Neuro) 3. Transitional Care Unit (TCU) & Medical/Oncology 4. Labor & Delivery, Maternity/Women's, Children's & NICU 5. Women's OR and OR 6. PACU & PSCU 7. HVC - EP, IR, Cath lab, HVH, and HVCU 8. Hemodialysis & Peritoneal Dialysis | <ol style="list-style-type: none"> 1. Radiology 2. Care Coordination Office 3. One Call 4. Electrophysiology Lab 5. Pre-surgical Evaluation 6. Emergency Department (two-way float) – The Emergency Department will not be assigned 1:1 and/or sitter duties unless there is a plan for their immediate release. 7. Psychiatry <p><u>Reminder: Nurses in these units may volunteer to float outside of the above restrictions.</u></p> |
| <p>Flex nurses will be categorized into three pools:</p> <ol style="list-style-type: none"> 1. ICU/PCU/ED Flex Pool 2. Med/Surg/TCU Flex Pool 3. L&D/MB/NICU/Peds Flex Pool <p>Flex nurses that were hired prior to the development of the above pools will continue to be assigned the units that they were hired for and shall remain unmodified for the duration of this agreement.</p> | |
| <ol style="list-style-type: none"> 1. If nurses are not available within cluster to cover an open shift, a nurse may <u>volunteer</u> to float out of cluster. The nurse will be assigned patients who would normally have been admitted to that | |

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nurse's home unit. If none available, the nurse will perform nursing tasks as directed (helping hands), nurse assistant duties, 1:1 and/or sitter duties.

2. A nurse may be required to float out of cluster due to emergent needs. The nurse will be assigned patients who would normally have been admitted to that nurse's home unit. If none available, the nurse will perform nursing tasks as directed (helping hands), nurse assistant duties, 1:1 and/or sitter duties.
3. A nurse may be required to float out of cluster to ensure 1:1 sitter needs are met. These nurses will not be required to take a patient assignment but may assist with nursing tasks.

~~D. Floating within cluster is preferred. Out of cluster floating may be required to ensure safe patient care when employees within the designated float cluster are not otherwise available.~~

E. In the event floating is necessary and the floating unit's nursing skill mix is met, nurses will be reassigned to float in the following sequential order:

1. Agency/Travel nurse* (within contract parameters)
2. Cross-trained nurse (to a cross trained area)
 - a. Cross-trained is defined as a nurse that has successfully completed the unit specific competencies and received not less than three (3) previous shifts of orientation on that unit. In order to be considered fully oriented to a unit, a manager or designee and the preceptor must verify that the nurse has successfully completed the unit specific competencies
 - b. Cross-training to out of cluster units is encouraged and would be provided at the nurse's request.
3. PRN nurse (working for another nurse)
4. Core and Long Term Agency Nurse ~~internationally trained~~ nurse according to oldest reassignment date(s)

*Note: There may be circumstances where a travel nurse may be retained on the unit rather than floated to another unit because attempting to do so would be unsuccessful, and would result in inadequate staff on the unit to which a nurse is to be floated. The Employer will, however, make reasonable efforts to obtain travel nurses who are able to be floated within their areas of competency.

- F. All nurses will be assigned a reassignment date for any floated shift. Their reassignment date will remain the same for each scheduled shift up to 12 hours and will be utilized to determine floating rotation. A date will not be granted if staff calls in sick or absent before the start of the floated shift.
- G. Nurses may only be reassigned once from one unit to another during an 8 or 12 hour shift.
- H. When a nurse is floated to a unit or area where the nurse receives an assignment which cannot be safely performed independently, the nurse has the obligation to request and receive a modified assignment which reflects the nurse's level of competence when floating. Modified work assignments may include being partnered with an experienced nurse in that unit.
- I. Seniority No-floating Benefit: Nurses who have worked for ten (10) continuous calendar years as a Nurse in the unit that is assigned to them as a part of their work agreement, will

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Employer's Proposal 3.4.20 (11)

be eligible to decline a supervisor's request that they float out of that unit to work in another unit, except:

1. In the instance when all of the other nurses on that unit have been floated out of the unit within the past seven (7) days or,
 2. When no other eligible and qualified nurse in that unit is available to float out of the unit.
 3. Nurses with five years or more of experience on current unit with certification pertaining to current unit's specialty, will not float out of cluster except as listed in 1 and 2, above.
- J. Each unit will be responsible for developing and maintaining a list of duties required to function as a float nurse on the unit and will revisit those duties as needed. An updated list from each unit will be submitted to the Labor Management Committee (LMC) annually.

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