

HPAE



Local 5004

Representing Nurses

At

Englewood Hospital and Medical Center

June 1, 2015 through May 31, 2018

initial posting, all employees who are required to complete it shall be given a reasonable time period to complete after the date of posting.

- G. Evaluations/Reviews: All employees upon completion of the probationary period, and then at least annually, will be reviewed on their nursing performance by the manager or designee. Such evaluations (reviews) may be subject to the grievance procedure. All evaluations (reviews) will be signed by the employee and the manager or designee, and a copy of the evaluation will be given to the employee at the time it is presented to the employee for discussion.

Self-evaluation will be part of the performance appraisal process.

3.04 Appointment to Position.

Appointment to a position shall be in writing with the date of hire, salary, and differential stated. A job description for the specific position occupied by the newly appointed employee will be distributed to him/her at orientation. Other job descriptions defining all positions under this agreement scope will be made available by request.

During each new employee's orientation they will be provided with a presentation using screen shots regarding access to HR Policies located on the Medical Center's intranet. This presentation will include a Table of Contents for the Human Resources policies. In addition, after ratification, the Medical Center will e-mail this presentation to all existing employees for their benefit. Any time there is an update to the Human Resources policies an e-mail alert will be sent to all employees with the name of the revised policy provided in the subject line of the message.

3.05 Staffing

A. General

The Union and the Medical Center agree that maintaining staffing is consistent with quality patient care and employee safety. The Medical Center and Union agree that staffing needs fluctuate over time and are influenced by many factors. These factors include patient data, patient focused indicators and structure indicators. To ensure appropriate staffing, these nurse sensitive quality indicators will be considered in determining appropriate staffing.

B. Staffing Regulatory Guidelines

The Medical Center shall abide by all staffing guidelines promulgated by the NJDOHSS, JCAHO. The Medical Center shall consider professional standards as developed by recognized Specialty Nursing Organizations (i.e. ENA, AWHON, etc) to further define staffing. It is also recognized that the Registered Nurse is in the best place to make decisions on care needs of patients and their families. Therefore, the parties recognize that nurses should participate in decisions affecting delivery of patient care.

C. Hospital Staffing

1. (a) Effective June 1, 2006, Schedule J-1 Core Staffing will be considered the minimal acceptable levels. These levels as reflected in J-1 along with other factors identified below will be utilized. Both parties understand that the medium acuity level (J-1) will be utilized for core staffing. There may be variations in the RN core staffing number in schedule J-1; however, the shortfall will not exceed 1 RN, if this occurs consistently it will be referred to dispute resolution in this

contract section. Further it is guaranteed that the targeted DHPPD, as reflected in schedule K will be met.

- (b) Once PCSS System and the Assignment Center are implemented and a year's worth of reliable and valid data is collected, the Medical Center and HPAE will meet to discuss the acuity data and other factors identified below to warrant changes in J-1. Recommendations reached by consensus of the Acuity Sub-committee will be made to the Senior Vice-President for Patient Care Services for consideration.

- 2. Committee: The Medical Center and the Union have established the Joint Nursing Practice Council. The Council will study the impact of the staffing factors set forth below and make recommendations for changes in systems or staffing as needed on a quarterly basis. Each co-chair shall provide the other with its meeting agenda a minimum of two weeks prior to the meeting date. The Council will use the staffing guidelines set forth below in the development and maintenance of staffing levels.

- 3. Staffing Factors to be measured include:

- a. Acuity System

OptiLink Healthcare Management Systems is the acuity system mutually selected by HPAE and EHMC. The goal of the acuity system is to provide a mechanism whereby direct caregivers enter acuity data on their assigned patients either concurrently or retrospectively to provide a more efficient environment for caregivers and to ensure quality of care for every patient as well as a more effective distribution of staff relative to patient workload.

The established Acuity subcommittee of the JNPC will facilitate the implementation process of the current system and implementation of a new one if chosen. If a new system is selected, the provisions of this article will apply notwithstanding the change in names and nomenclature of the new system. This committee is made up of 50% union and 50% management representatives as selected by their respective staffing co-chairs. There will be cross-divisional and cross-shift membership on the subcommittee. The staffing co-chairs of the JNPC will lead this subcommittee. The staffing co-chairs will report to the JNPC the progress of the implementation of the system.

The JNPC staffing co-chairs will review acuity data (contact census i.e. department workload reports and acuity index reports) on a monthly basis to determine data validity, reliability, consistency and areas of concern. Reliable and valid data will be utilized, along with the indicators defined in C 3, b, c, d of this section to reevaluate the core staffing and targeted hours (J-1 and K).

The staffing co-chairs will facilitate the implementation and ongoing monitoring of staff compliance in the use of the PCSS. The staffing co-chairs will meet to develop an action plan for units who are either non-compliant, and/or problems identified through PCSS reports.

Annually, HPAE subcommittee along with EHMC subcommittee will review the current patient classification guidelines and data. When the Medical Center creates a new unit or changes the type of patient care provided on a unit, the patient classification guidelines will be developed by the sub-committee and they will provide recommendations to the Senior Vice President, Patient

Care Services. HPAE reserves the right to request data, reports as the acuity system is implemented and evaluated.

The Medical Center reserves the right to decline to implement any change based on acuity data if the Medical Center determines it would threaten its financial security and stability.

b. patient data indicators:

- admissions/discharges (contact census)
- patient days
- CMI
- LOS
- visit volume

c. patient focused indicators:

- medication error rates
- patient falls
- nosocomial infections
- pain management
- pressure sores
- restraint use
- patient satisfaction with nursing
- client concerns (Home Care)

d. structure indicators:

- core staffing (schedule J-1)
- acuity data/acuity index
- NHPPD/units of service/visit volume
- use of agency RNs
- nurse staff turnover
- RN overtime/worked hours
- nursing qualifications (experience, education, certifications)
- nurse injury rate
- sick time, absences and emergency vacation days
- Position control/profiles by unit and shift with contact census.

4. Dispute Resolution

The nurse staffing system analyzes nurse sensitive quality indicators inclusive of system influences. This data will be considered in evaluating nurse staffing. Current research to add or delete indicators will be reviewed for incorporation or deletion if appropriate, and data can be obtained.

It is understood that occasional incidents of failure to satisfy the staffing levels established hereunder shall not constitute noncompliance with the staffing levels. In the event of a dispute as to whether the Medical Center is in compliance with the staffing levels and staffing factors set forth in

Schedule J-1 and K in this section, the matter shall first be referred to the JNPC for resolution. In the event that the JNPC is unable to resolve the matter, the Union may refer it for mediation by a mediator selected through the American Arbitration Association. In such event, the mediator shall assist the parties in resolving the matter by considering (1) the staffing levels set forth in Schedule J-1 and K; (2) the staffing factors set forth in this section; (3) any active recruitment efforts by the Medical Center; (4) the adverse impact on the Medical Center's operations and business interests; and (5) the adverse impact on Nurse and patient satisfaction levels. The mediator shall then recommend a resolution relating exclusively to compliance with the staffing levels in Schedule J-1 and K. The Medical Center and the Union shall comply with the mediator's recommendation. The cost of the mediator, if any, shall be shared equally by the parties. The mediation proceeding shall be limited to two days.

D. Data shared in the administration of this article shall be for the exclusive internal use of the Medical Center, the Union, mediation and arbitration. Best efforts will be made to provide information in an electronic format and by unit and shift where available.

E. Except as provided in Section C 4 above or F below, nothing in this section shall be subject to the grievance and arbitration procedures of this agreement. In the event of arbitration arising out of Section C 4 above, the sole remedy the arbitrator would be empowered to award is a direction to the Medical Center to enter into compliance with the staffing levels and staffing factors set forth in Schedule J-1 and K and in this section. All arbitration proceedings and awards hereunder shall be kept confidential unless the parties jointly agree to disclosure to third parties.

F. Effective January 3, 2003, in any area on any particular shift, in which there is a vacancy rate equal to or greater than 20% in in-patient units, ED, OR, Home Care or 40% in non-bedded areas and pediatrics, measured against the Medical Center's budgeted positions, the Medical Center will pay accrual status nurses who volunteer to fill those vacancies a premium of \$5.00 per hour for all hours worked in that area on that shift, in addition to any other premium to which the employee may be entitled. The vacancy rate will be calculated at the beginning of the first full pay period in each month. Premium shifts hereunder will be identified on the availability sheet.

3.06 Joint Nursing Practice Council

A Joint Nursing Practice Council, consisting of five (5) representatives designated by the Medical Center and five (5) representatives designated by the Union, will be established to enhance labor management relations. Either party may bring up to two (2) additional participants to a meeting to address specific issues. The Council will meet on a monthly basis, for a full day if needed, for the purpose of resolving staffing, health and safety, professional development, labor management issues as well as a review of patient satisfaction scores which are intended to measure patient satisfaction. Each of these areas will have management and labor co-chairs who will be responsible for the agenda for that area, follow-up issues and presenting information. It is agreed that these co-chairs will meet on a regular basis. If a scheduled meeting of the co-chairs is cancelled, it shall be re-scheduled as soon as practicable.

A facilitator may be designated by the mutual consent of the parties to aid, promote and enhance the functioning of the Joint Nursing Practice Council.

Minutes of all JNPC meetings will be taken by a person designated by management. Best efforts will be made to provide the draft minutes to the Union no later than two weeks following each meeting.

If there is a time sensitive issue, either party may request an additional meeting. Upon agreement of the parties to meet to address such an issue, the parties shall schedule the additional meeting as soon as practicable. If a regularly scheduled meeting of the Council is canceled, best efforts will be made to have the meeting rescheduled within two (2) weeks of the original meeting date by the Medical Center. Management is responsible for arranging release time for Union participants for the rescheduled meeting.

Time spent in meetings of the Joint Nursing Practice Council shall count as paid time.

Action or non-action by the Joint Nursing Practice Council shall not be subject to the grievance and arbitration procedures of this contract.

3.07 Joint Committees.

The Medical Center shall have the right to establish committees in the workplace that involve bargaining unit employees. The Medical Center will make best efforts to notify the Union when standing committees are established by the Medical Center that include bargaining unit staff. This notification shall include the purpose, approximate meeting schedule and bargaining unit staff involved. Committee members will be afforded time during the work day to attend such meetings as approved and pre-scheduled by the manager.

Participation in all such committee meetings on an employee's scheduled time off will be voluntary and compensated at the employee's regular compensation rate of pay. No managerial or non-bargaining unit duties will be assumed by any employee as a result of any decision by a committee. Only bargaining unit employees so designated by the Local President or her/his designee shall be authorized to deal with issues concerning wages, hours and working conditions, as defined as mandatory subjects of bargaining within the meaning of the National Labor Relations Act.

3.08 State and National Professional Boards

Effective January 1, 2003, employees elected as officers or appointed to either approved national, state or local specialty nursing organizations (such as but not limited to AACN, ASPAN, SGNA, SIGMA) or the New Jersey Collaborative Center for Nursing shall be compensated for working time lost due to meeting attendance and travel time in such capacity at the employee's regular compensation rate of pay, up to a maximum of twenty-four (24) hours per calendar year (may be used in partial days). For additional time, holiday or vacation time may be used. To be eligible for this benefit, the employee must submit proof of the election or appointment and the calendar of meeting dates to her/his Director and receive approval for meeting attendance, which shall not be unreasonably denied.

3.09 Council Model

The Medical Center and the Union recognize the importance of continuing a councilor model that is inclusive of all levels of nurses in promoting shared-decision making in areas of standards development, performance improvement (inclusive of chart review), material resources, research/evidence-based practice and education. On-going education on the key components of the model (e.g. communication, team work, team leadership, team membership, consensus building, performance improvement and professional presentation) will be

provided. An annual full-day retreat will be provided to increase knowledge and collaboration among the Councils. Actions or non-action by these councils shall not be subject to the grievance or arbitration procedures of this contract. No changes to the collective bargaining agreement can be made without agreement of the Union and the Director of Labor Relations or the Vice President of Human Resources or his/her designee.

The model shall be comprised of Divisional Councils, System-wide Councils and a Steering Council. The Divisional Councils include: peri-op, medical-surgical, critical care, outpatient areas, home care and maternal child health. The system-wide Councils include but are not limited to: Evidence Based Practice Council, Education Council, Information Technology Council, and the Practice Review by Peer Council. The structure of these councils may be changed based on input from the divisional councils and the steering council. The Medical Center will inform the Union leadership of anticipated changes to the Nursing Council structures through the JNPC.

The Divisional Councils will be co-chaired by two (2) people, comprised of a Patient Care Director, Advanced Practice Nurse, Educator, Care Manager, or Staff Nurse. Co-chairs will be selected by the Steering Council and approved by the Senior Vice President, Patient Care Services. Staff Nurses and Care Managers may volunteer to chair a Council. If insufficient volunteers, the Medical Center reserves the right to assign a Care Manager to a Council. However, if a Care Manager objects to such assignment, the Senior Vice President of Patient Care Services shall consider such objection before deciding to make the assignment. The councils may provide recommendation for the chair of their council. Council chairs will be educated to their role by the Senior Vice President, Patient Care Services or designee. Staff Nurse and Care Manager participation on a council is voluntary. If insufficient volunteers, the Medical Center reserves the right to assign a Care Manager. A minimum of fifty percent of the divisional councils will be bargaining unit employees. System-wide Councils will have bargaining unit employees however the percentage will vary based on the needs of the council. A rotational process will be used to encourage greater participation by bargaining unit members.

Steering Council

The purpose of the Steering Council is to provide oversight and direction to the councils. The Steering Council shall review issues being presented and provide guidance and support to the co-chairs of the councils. It shall assist the councils in the resolution of issues that overlap two or more councils. The Steering Council will be chaired by the Senior Vice President, Patient Care Services or designee. The Steering Council will include a Union representative from the Joint Nurse Practice Council.

Time spent in all council meetings will be paid at straight time if the nurse is not on duty.

A. Peer Review/Practice Review by Peer Council

Peer Review is a process that generates professionalism, accountability, retention and improved communication skills which directly impact quality patient outcomes.

The Medical Center will provide educational activities to develop a professional, pro-active peer review program including, but not limited to, journal clubs, case studies, and professional educational presentations, but excluding peer evaluation.

The Medical Center and the Union recognize the importance of developing the Practice Review by Peer Council.

1. Follow Section 5.06 A – 1-7.
2. All staff nurses and Care Managers from all units affected that are still involuntarily displaced are integrated in to either bargaining unit or classification seniority lists by same shift and status.
3. Follow Section 5.06 A – 8-9.

C. Applies to All Reorganizations

- 1) Where practicable, the Employer will utilize existing employees and will provide orientation and, if needed, reasonable training. Should an employee not be qualified to fulfill the requirements despite orientation and training, the Employer will make its best effort to reassign the employee to available positions on units within the Area of Clinical Practice. If that is not possible, the Employer will make its best effort to reassign the employee to available positions outside the Area of Clinical Practice.
- 2) Where the reorganization is preceded by a temporary closure, the procedure provided for in 5.05 (B)(1) above shall apply.

5.07 Fluctuation of Census.

1. To meet the fluctuation of census, the Medical Center will identify the units that are in greatest need for nurses to be floated in to supplement staffing. The Medical Center and the Union will seek volunteers from other districts to orient to such units and volunteer their services to work on such units when needed. The Medical Center will provide each volunteer a formal credentialing mechanism as defined in the performance standards/unit structure on a specific unit. In order to ensure competence the nurse will commit to working on the specific unit at least six (6) times per year.
2. When the census or volume decreases (including known admissions) by at least 25% on any unit, excess employees may be required to float despite years of seniority. "Excess employees" is defined as those employees who are not needed to meet the unit's patient care needs due to the decrease in census. For all percentage calculations hereunder, 100% shall equal the full capacity for the unit involved. Floating shall occur in accordance with the following procedure:
 - i. Volunteers on duty within the unit will be sought.
 - ii. Casual Per Diems will be floated within the ACP.
 - iii. Floating of qualified employees will occur in order of reverse seniority, the least senior first.

Nurses who are floated shall be assigned patients for whom they have current core clinical competencies as defined by the Medical Center.

Floating shall be restricted so as to limit floating of an employee to within said employee's own Area of Clinical Practice (ACP). The ACPs are as follows:

- 1) Operating Room, PACU/Holding, Berrie OR, Berrie PrePost/PAT Area, Emergency Department, M/S ICU, PCU, ESRD, CVICU.
- 2) Radiology, Cardiac Cath, Endoscopy, Vascular Lab, Wound Care, Cardiac Stress Lab, Cardiac Rehab, Pain Center, Radiation Oncology.

- 3) Dean 8, Dean 7, Dean 6, Dean 4, Adult Clinics, Infusion Center, 3 NW (inclusive of 3 West), 2W, 2 Kaplan.
- 4) Labor & Delivery, Pediatrics, Neonatal ICU, Mother/Baby, MCH Clinics.
- 5) Home Care, 4 East (Floated based upon patient specific needs).

- iv. Nurses assigned charge duty will not float.
- v. If the need to float does not exist, employees will be given the option to use accrued benefit time (vacation or holiday time) or time off without pay. If employees have called-in to volunteer to use benefit time that day prior to the determination that someone on the unit would be asked to use benefit time, then such volunteers are taken in order of the time they called in to volunteer. If no one has called-in to volunteer (or not enough staff have called in to address the need), then the unit staff are called in order of Bargaining Unit Seniority and asked if they would like to take benefit time that day. If a volunteer has been overlooked, that employee will be offered the next available opportunity to use benefit time on that unit.

Requests for benefit time will not be honored more than twenty-four (24) hours prior to the start of the shift.

5.08 Super-Seniority.

Super-seniority shall be accorded to the General Representatives as defined in Section 2.04. An employee possessed of super-seniority shall be preferred over other employees for purposes of layoff and recall only. Additionally, an employee possessed of super-seniority shall be preferred over other employees for purposes of reorganization to the extent permitted by applicable law.

5.09 Transfer and Promotion.

The Employer shall notify employees of each specific temporary or permanent vacancy which it intends to fill, including classification, status, shift (including specific hours of staggered start, if any) and number of such vacant staff positions continually posted on the Intranet. A hardcopy will be maintained in the Nursing Office, updated every fourteen (14) days and made available to all shifts. Newly posted positions will be held for internal candidates only for the first fourteen (14) calendar days. Thereafter, if the position remains vacant, it will continue to be posted until filled or withdrawn. An unfilled Care Manager position will continue to be posted for an additional two (2) month period and thereafter, it will be posted as a temporary Staff Nurse position. However, the Medical Center may recruit and hire a new employee to fill a vacancy any time after the initial fourteen (14) calendar day period has expired without a qualified bargaining unit employee having applied for the vacancy during the initial fourteen (14) calendar day period.

The Employer shall e-mail a copy of each posting to the Union every fourteen (14) calendar days. Any interested employee with a satisfactory work record must request in writing to the manager of the unit to which she/he is applying for a transfer or promotion to fill such a vacancy provided that the employee has the necessary qualifications to perform the job.

Eligibility for transfer shall be limited to employees with at least one (1) year of continuous service with the Medical Center. However, this limitation shall not apply to employees seeking change of status within her/his unit. First consideration to fill Staff RN and LPN vacancies will be given to existing bargaining unit members subject to qualifications set forth in the job description. Consideration to fill Care Manager vacancies will be given to existing bargaining unit members subject to qualifications set forth in the job description, provided however that the

SCHEDULE J-1 – CORE STAFFING

UNIT		Maximum Patients Per RN		
		A	B	C
SURGICAL –8D		1:6**	1:6**	1:8
CARDIAC 7D	STEP DOWN	1:4**		1:4
	TELEMETRY	1:6	1:6	1:6
CARDIOPULMONARY – Dean 6 Tele Med/Surg		1:6**	1:6**	1:6
		1:6	1:7	1:8
MEDICAL/RENAL – 3NW		1:6**	1:6**	1:8
NEURO/VASCULAR ONCOLOGY – 5D		1:6**	1:6**	1:8
INFUSION - *		25 or above patients 4-5 RNS Under 25 3-4 RNS Based on patient mix of chemo, injections, blood, IV infusions		
4 EAST		1:6**	1:7**	1:8
PEDIATRICS +		1:5	1:5	1:7
MOTHER/BABY		1:4 Couplets	1:4 Couplets	1:6 Mothers
NURSERY		1:8 (Babies)	1:8 (Babies)	1:8 (Babies)
2 West		1:6	1:6	
2 Kaplan		1:6**	1:6**	1:8

+ Adjusted based on Med-Surg admissions

**RN/CM 1:4 for charge assignment for A & B shift

UNIT	WEEKDAYS	
	A	C
M/SICU	1:2	1:2
*PCU	1:3	1:3
CTICU	1:1 1:2 when stable	1:1 1:2 when stable
NICU	1:2	1:2
Intermediate	1:3	1:3
Growers/feeders	1:4	1:4

*Need to adjust based on ICU patients and/or med/surg borders

LABOR & DELIVERY	SHIFT		WEEKDAY	WEEKEND
	7A - 7P		5-6	4
	9A - 9P		0	0
	7P – 7A		3-4	3
	9P-7A ON CALL		1-0	1
HEMO/APHERESIS Acute Only	A 1:2 Critical Care 1:1	8A-6P CALL 6P-8A SUN – 24 HOURS HOLIDAY		
Berrie Pre/Post		Number of scheduled patients per day based on ASPAN standards		
Charge RN as per past practice.		PHASE I	PHASE II	PHASE III
		1:2	1:3	1:3/5
		Pain – Pre-Post (1) RN when scheduled cases Pediatric pre-post (1) RN when scheduled cases		
Berrie OR		1 RN/Room Scheduled		
Charge RN as per past practice.		1 RN for Break /Turnover Coverage		
OR	SHIFT	RNS		
	Charge RN as per past practice. 1 RN/Room Scheduled 1 RN for Break /Turnover Coverage		SATURDAY 1RN 7A-3P or 1 RN 7A-7P and 1 RN 11A-11P	SUNDAY 1 RN 7A-3P 1 RN 3P-11P CALL 1 RN 11P-7A CALL OR 1 RN 7A-7P 1 RN 7P-7A ON CALL
Cardiac OR	6:30 A – 6:30P	2		
PACU	Charge RN as per past practice. 1 RN in Holding area 7:30 A to 5 P Number of scheduled patients per day based on ASPAN standards PHASE I -- 1:2 Adjusted based on ECT and pediatrics.			
PAT	2-3 7A-5P (2) Staggered			

HOME CARE				SHIFT	RNS	WOUND CARE	RNS	
Home Health 20-25 visits per RN/week			ENDO 25-30 patients/day	MON-FRI. 7A-7P	7-8	8A-4P 8:30A-4:30P (MON-TUES)	1 1	
1 ADMIT =2 VISITS								

CLINIC		MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	8A-12N	6-8	6-8	7-8	6-7	6-7
	12N-4P	4-5	4-5	7-8	6-7 (3 - 9:30A-5:30P)	6-7

EMERGENCY ROOM	SHIFTS	RNS		MONDAY-FRIDAY
	7A	6	RADIOLOGY	14 RNS 7:30A-3:30P = 2 8A-4P = 1 9A-5P = 1 10A-6P = 1
	11A	9		
	7P	9	RADIATION/ONCOLOGY STRESS	7A-3P = 1 7A-3P = 2 8A-4P = 1
	11P	6	CARDIAC CATH	6A-7A = 3 7A-6P = 6-7 6P-7P = 4 7P-9P = 2 2 RNS ON CALL 24 HR SAT & SUN* *Based on On-Call section 11.08
			Cardiac Rehab	M-W-F 1:5 Monitored Patients:

	SHIFT					
MCH FLOAT	A	B	C		MEDICAL/SURGICAL FLOAT	A B C
7 days/week	1	1	1		Monday – Friday	2 3 1
					Saturday – Sunday	2 2 3
ICU FLOAT	A		C			
	2		2			
	(7 days)		(7 days)			

SCHEDULE K – TARGETED DIRECT HOURS PER PATIENT DAY

UNIT	
4 EAST	5.7
4 DEAN	5
6 DEAN	5.5
7 DEAN	5.5
8 DEAN	5
2 Kaplen	5
CTICU	18
ED	2.43
ENDOSCOPY	2.64
HEMO	2.4
INFUSION CENTER	1.31
L & D	15.96
MOTHER/BABY	4.8
MSICU	12
NICU	11.5
OR	6.18
PACU	2.62
PAT	0.87
PEDIATRICS	5.5
PRE POST	1.82
BERRIE OR	5
2 WEST	1.8

SCHEDULE L – MINIMUM* SCHEDULING VACATION GUIDELINES

UNIT	DAYS	EVENINGS	NIGHTS
<i>2 Kaplan</i>	<i>1.0</i>	<i>1.0</i>	<i>1.0</i>
<i>8D</i>	<i>1.0</i>	<i>1.0</i>	<i>1.0</i>
<i>7D</i>	<i>1.8</i>		<i>1.8</i>
<i>6D</i>	<i>1.0</i>	<i>1.0</i>	<i>1.0</i>
<i>4D</i>	<i>1.0</i>	<i>1.0</i>	<i>1.0</i>
<i>MSICU</i>	<i>1.6</i>		<i>1.4</i>
<i>CTICU</i>	<i>1.2</i>		<i>1.2</i>
<i>L&D</i>	<i>1.8</i>		<i>1.0</i>
<i>NICU</i>	<i>1.4</i>		<i>1.0</i>
<i>M/B</i>	<i>1.4</i>	<i>1.0</i>	<i>1.0</i>
<i>4E</i>	<i>1.0</i>	<i>1.0</i>	<i>1.0</i>
<i>PEDS</i>	<i>1.0</i>	<i>1.0</i>	
<i>ENDO</i>	<i>1.4</i>		
<i>HEMO</i>	<i>1.0</i>		
<i>Main OR</i>	<i>2.0</i>	<i>1.0</i>	
<i>Main PACU</i>	<i>1.0</i>	<i>1.0</i>	
<i>INFUSION</i>	<i>1.0</i>		
<i>E.D.</i>	<i>3.0</i>		<i>1.8</i>
<i>XRAY</i>	<i>1.0</i>		
<i>CARDIAC CATH</i>	<i>1.8</i>		
<i>RADIATION THERAPY</i>	<i>1.0</i>		
<i>WOUND CARE</i>	<i>1.0</i>		
<i>CARDIAC REH.</i>	<i>1.0</i>		
<i>BERRIE OR</i>	<i>1.0</i>		
<i>PRE/POST</i>	<i>2.0</i>		
<i>2W</i>	<i>1.0</i>	<i>1.0</i>	
<i>PAT</i>	<i>1.0</i>		
<i>CC Float</i>	<i>1.0</i>		<i>1.0</i>
<i>M/S Float</i>	<i>1.0</i>	<i>1.0</i>	<i>1.0</i>
<i>MCH Float</i>	<i>1.0</i>		<i>1.0</i>
<i>PAIN</i>	<i>1.0</i>		

*As revised every six (6) months as per section 8.07.

AWARD

The Medical Center's continued reliance upon mandatory overtime and use of Per Diems to meet its staffing needs is unreasonable and violates the 2002 Weissblatt award. The Medical Center shall take the following steps:

1. Re-evaluate the staffing structure and create staffing that more realistically reflects the nursing needs that exist on at least a monthly basis and take into account patient census; patient acuity; movement of patients from unit to unit; contractual leave time; sick leave and training;
2. Make an affirmative effort to fill manpower needs with full-time positions where the need is established;
3. The Medical Center shall document efforts to create new positions based upon established need;
4. The Arbitrator shall retain jurisdiction to ensure that Article 4.11 is being addressed and to monitor how full-time equivalent positions are being created with respect to Article 4.11.

The Weissblatt Award, and in particular, pages 52-54 are incorporated by reference into this Award.

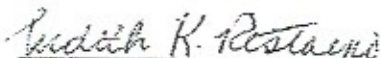
Dated: February 26, 2015


Gerard G. Restaino

State of Pennsylvania)

County of Wayne) ss:

On this 26th day of February, 2015, before me personally came and appeared GERARD G. RESTAINO to me known to be the person who executed the foregoing document and he duly acknowledged to me that he executed the same.


Judith K. Restaino

Notary Public
Lake Twp., Wayne County
My Commission expires on November 10, 2017

Staffing Ratios and Census

Effective February 1, 2010 the new schedule J-1 went into effect. The primary changes involved the staffing for the evening shift. On all medical-surgical units *maximum number of patients per RN is 6* (except the med-surg side of Dean 6) on the evening shift. In addition Units Dean 8, Dean 7, Dean 6, 3 Northwest, Dean 5, 4 East (Psychiatry – 7 pts on evening), and 2 Kaplan were to have a *charge-nurse assignment with 4 patients* on the day and evening shifts.

The following is the required number of nurses by census point to meet these new commitments.

Census	Charge Nurse Pt Assignment	Remaining Pts ÷ Ratio = RNs*	Total Nurses Needed (Charge RN + Staff RNs)
5	4	$1 \div 6 = 0.2$ ($\uparrow = 1$)	2
6	4	$2 \div 6 = 0.3$ ($\uparrow = 1$)	2
7	4	$3 \div 6 = 0.5$ ($\uparrow = 1$)	2
8	4	$4 \div 6 = 0.7$ ($\uparrow = 1$)	2
9	4	$5 \div 6 = 0.8$ ($\uparrow = 1$)	2
10	4	$6 \div 6 = 1$	2
11	4	$7 \div 6 = 1.2$ ($\uparrow = 2$)	3
12	4	$8 \div 6 = 1.3$ ($\uparrow = 2$)	3
13	4	$9 \div 6 = 1.5$ ($\uparrow = 2$)	3
14	4	$10 \div 6 = 1.7$ ($\uparrow = 2$)	3
15	4	$11 \div 6 = 1.8$ ($\uparrow = 2$)	3
16	4	$12 \div 6 = 2$	3
17	4	$13 \div 6 = 2.2$ ($\uparrow = 3$)	4
18	4	$14 \div 6 = 2.3$ ($\uparrow = 3$)	4
19	4	$15 \div 6 = 2.5$ ($\uparrow = 3$)	4
20	4	$16 \div 6 = 2.7$ ($\uparrow = 3$)	4
21	4	$17 \div 6 = 2.8$ ($\uparrow = 3$)	4
22	4	$18 \div 6 = 3$	4
23	4	$19 \div 6 = 3.2$ ($\uparrow = 4$)	5
24	4	$20 \div 6 = 3.3$ ($\uparrow = 4$)	5
25	4	$21 \div 6 = 3.5$ ($\uparrow = 4$)	5
26	4	$22 \div 6 = 3.7$ ($\uparrow = 4$)	5
27	4	$23 \div 6 = 3.8$ ($\uparrow = 4$)	5
28	4	$24 \div 6 = 4$	5
29	4	$25 \div 6 = 4.2$ ($\uparrow = 5$)	6
30	4	$26 \div 6 = 4.3$ ($\uparrow = 5$)	6
31	4	$27 \div 6 = 4.5$ ($\uparrow = 5$)	6
32	4	$28 \div 6 = 4.7$ ($\uparrow = 5$)	6
33	4	$29 \div 6 = 4.8$ ($\uparrow = 5$)	6
34	4	$30 \div 6 = 5$	6
35	4	$31 \div 6 = 5.2$ ($\uparrow = 6$)	7
36	4	$32 \div 6 = 5.3$ ($\uparrow = 6$)	7
37	4	$33 \div 6 = 5.5$ ($\uparrow = 6$)	7
38	4	$34 \div 6 = 5.7$ ($\uparrow = 6$)	7
39	4	$35 \div 6 = 5.8$ ($\uparrow = 6$)	7
40	4	$36 \div 6 = 6$	7
41	4	$37 \div 6 = 6.2$ ($\uparrow = 7$)	8
42	4	$38 \div 6 = 6.3$ ($\uparrow = 7$)	8
43	4	$39 \div 6 = 6.5$ ($\uparrow = 7$)	8
44	4	$40 \div 6 = 6.7$ ($\uparrow = 7$)	8
45	4	$41 \div 6 = 6.8$ ($\uparrow = 7$)	8