

A G R E E M E N T

Between

ALLIANCE COMMUNITY HOSPITAL

and the

**OHIO NURSES ASSOCIATION/
AFT, AFL-CIO**

December 6, 2023

through

December 5, 2026

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ANA CODE FOR NURSES

1. The nurse practices with compassion and respect for the inherent dignity, worth and unique attributes of every person.
2. The nurse's primary commitment is to the patient, whether an individual, family, group, or community or population.
3. The nurse promotes, advocates for, and protects the rights, health and safety of the patient.
4. The nurse has authority accountability and responsibility for nursing practice; makes decisions and takes action consistent with the obligation to promote health and to provide optimal care.
5. The nurse owes the same duties to self as to others including the responsibility to promote health and safety, preserve wholeness of character and integrity, maintain competence, and continue personal and professional growth.
6. The nurse through individual and collective effort, establishes, maintains, and improves the ethical environment of the work setting and conditions of employment that are conducive to safe, quality health care.
7. The nurse, in all roles and settings, advances the profession through research and scholarly inquiry, professional standards development, and the generation of both nursing and health policy.
8. The nurse collaborates with other health professionals and the public to protect human rights, promote health diplomacy, and reduce health disparities.
9. The profession of nursing, collectively through its professional organizations, must articulate nursing values, maintain the integrity of the profession, and integrate principles of social justice into nursing and health policy.

Adopted by the American Nurses Association
in 1950; Most recent revision in 2015

ARTICLE 1. Recognition

Section 1. Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 8-RC-10242 dated March 26, 1976, the Hospital recognized ONA and its affiliate the Alliance Local Unit, as the exclusive representative of its employees in a unit described as follows:

All full-time and regular part-time general duty registered nurses employed at Alliance Community Hospital, excluding Nursing Supervisors, Nursing Management, Quality Services, Case Management and, all other professional employees, guards and supervisors as defined in the Act, and all other employees.

Section 2. Except as otherwise limited, the term "nurse" as used herein shall apply to and include only those nurses included in the unit described in Section 1 through6 of this article. Bargaining unit nurses, although they may perform supervisory duties from time to time during the course of their employment, remain covered by the terms of this Agreement.

Section 3. The term "bargaining unit" as used herein refers collectively to those nurses included within the unit described in Section 1 of this article.

Section 4. A "full-time" nurse is defined as a nurse who has accepted employment with the understanding that they will work a regular schedule of sixty-four (64) or more hours per two (2)-week pay period, and to work no more than every other weekend, unless operational needs will not permit.

Section 5. A "part-time" nurse is defined as a nurse who has accepted employment with the understanding that they will work a regular schedule of at least thirty-two (32) hours per two (2)-week pay, but no more than forty-six and one-half (46-1/2) hours per two (2)-week pay without the nurse's consent, which shall include no more than every other weekend, unless operational needs will not permit.

Section 6. A "casual nurse" is defined as a nurse who is employed on a limited, as needed basis, but will not exceed one thousand (1,000) hours per year. The "casual nurse" shall not replace or displace a regularly scheduled full-time or part-time RN. The number of casual nurses shall not exceed a maximum of thirty (30) nurses in a calendar year unless there is consent of both the Hospital and ONA. The increase would be due to an operational need. Any nurse who is employed as a casual nurse is said to be doing bargaining unit work and will be required to be a member of ONA. Casual nurses shall be required to work at least three (3) shifts per month, one of which shall be a weekend shift and at least two (2) holiday shifts per year, unless operational needs will not permit. One such holiday shift shall be a winter holiday and the other shift shall be a summer holiday. An E.O. shall count as a required shift. Casual nurses on an approved leave of absence shall be exempt from this requirement for the length of the leave. If a casual nurse does not meet the minimum required shifts over a consecutive three (3)-month period, the nurse may be subject to discipline up to and including discharge. Qualified full-time and part-time nurses will be offered hours of work prior to offering such hours to casual nurses, so long as hours do not accrue overtime. Full-time and part-time nurses may transfer to casual status, with the agreement of the Hospital.

If a full-time or part-time nurse requests a casual nurse to work in place of the nurse, one weekday shift per month will be counted toward the casual nurse's work time requirements.

Section 7. The term "weekend" as used herein shall mean the six (6) consecutive shifts commencing with the 7:00 a.m. Saturday shift. A nurse working a weekend shall be required to work two (2) of the six (6) weekend shifts.

For nurses who regularly work the 11:00 p.m. to 7:15 a.m. shift the "weekend" shall be the six (6) consecutive shifts commencing at 11:00 p.m. Friday and ending at 10:59 p.m. on Sunday. A nurse working a weekend shall be required to work two (2) of the six (6) weekend shifts. Such nurses shall only be paid overtime for work in excess of eight (8) hours in any one (1) work day or thirty-eight and three-fourths (38-3/4) hours in any one (1) week.

Section 8. Each person employed by the Hospital as a registered nurse must be registered to practice nursing in the state of Ohio.

Section 9. A nurse shall have the right to review their personnel folder provided the review is in the presence of the Director of Colleague Relations or the Vice President, Patient Care Services or a designee. The nurse shall give advance notice of their desire to review their personnel record and a meeting will be scheduled. Such meetings shall be scheduled outside of the registered nurse's working hours and all time spent at such meetings shall not be considered as hours worked for any purpose.

No part of the record can be altered or removed during the review except on the written consent of both the nurse and the Director of Colleague Relations.

Section 10. Nurses shall receive a copy of their yearly performance evaluation at the time of their evaluation if requested. Evaluations will be performed by the Nurse Manager or designee with the input of nursing supervisors, if necessary. Annual evaluation will be conducted each calendar year.

ARTICLE 2. **Management Rights**

Section 1. The management of the Hospital, the control of the premises, and the direction of the nursing force are vested exclusively with the Hospital. The right to manage includes, but shall not be limited to, the right to hire, assign, transfer, promote, lay off and to discipline, suspend or discharge nurses for just cause and to use video surveillance (the Hospital will notify ONA as to the location of video recording equipment); to determine the shifts and the number of hours to be worked by nurses; to determine staffing patterns including, but not limited to, the assignment of nurses as to numbers employed, duties to be performed, qualifications required, and areas worked; to determine the scope and nature of medical treatment and patient care to be provided, the manner and method by which such treatment and care shall be rendered and the type and amount of equipment and supplies to be utilized in providing such care; to determine the methods and means by which its operations are to be carried on; to maintain maximum efficiency in all of its operations; and to carry out the ordinary and customary functions of management subject only to such restrictions governing the exercise of these rights as are expressly specified in this Agreement.

The Union acknowledges that it has waived its right to bargain over decisions of management in these areas, but reserves its right to bargain over the effects of these decisions.

Section 2. The Hospital has the exclusive right to make reasonable rules and regulations not in conflict with the provisions of this Agreement governing the conduct of its nurses, as it may from time to time deem appropriate for the purpose of maintaining order, safety, efficiency or effectiveness of operations and to require compliance with such rules and regulations.

The ONA, the Alliance Local Unit and the members of both thereof agree to abide by all the rules and regulations of the Hospital not in conflict with this Agreement. Such rules and regulations are to be reasonable and applied reasonably, and the nurse or nurses involved reserve the right to challenge the reasonableness of the rules relating to conduct, safety and sanitation and/or their application by way of the grievance procedure provided for in this Agreement.

ARTICLE 3. **ONA Membership and Activity**

Section 1. Except as hereinafter provided, all nurses shall as a condition of employment, join and maintain their membership in good standing or pay a service fee to the ONA and its affiliate, the Alliance Local Unit and such nurses shall become members or pay a service fee to the respective organizations no later than the 31st day after employment or the signing of the Agreement. The service fee amount, which shall be determined by ONA in accordance with applicable law, shall be certified in writing to the Hospital by ONA. The Hospital shall deduct the service fee monthly from the pay of such nurses who are not members of ONA.

ONA agrees to indemnify and save the Hospital harmless from any action growing out of a discharge effected at the request of the ONA.

The Alliance Local Unit agrees to indemnify and save the Hospital harmless from any action growing out of a discharge effected at the request of the Alliance Local Unit.

Section 2. There shall be no solicitation of ONA Local Unit dues or any other ONA or Alliance Local Unit recruiting activity in patient care areas or during the working time of the person doing the soliciting or the person being solicited.

As a part of the orientation process, hereinafter provided for, the Hospital will schedule a mutually agreeable time with the local President or designee to provide orientation during working hours of the nurses with coverage provided for release time for the President or designee to provide the orientation. The forty-five (45)-minute orientation program will meet on Hospital premises at which time a representative of ONA will appear to explain the purposes of ONA and the terms of this Agreement. The orientee nurses taking part in the orientation program will be paid by the Hospital for the time spent in this activity.

Section 3. Representatives of ONA may enter the Hospital for the purpose of meeting with the Hospital representatives under the grievance procedure provided herein and for meetings held with Hospital administration which are mutually scheduled. Such representatives shall be subject to regulations applicable to nonemployees and to such other reasonable regulations as the Hospital may establish, and shall not interfere with the work of any nurse or the operation of the Hospital.

Section 4. The Hospital will provide ONA with a separate locked glass bulletin board at a mutually agreed area, which shall be used only for notices concerning ONA meetings and other business, or ONA social, recreational or educational matters. Such notices shall be submitted to the Director of Colleague Relations, or his designee for posting, which shall be done within two

(2) working days if the notice complies fully with the provisions of this section. A locked filing cabinet for exclusive use by the ONA shall also be provided on campus at a mutually agreed upon location.

Section 5. Upon the execution of this Agreement and quarterly thereafter, the Hospital will furnish the ONA and the President of the Alliance Local Unit a list of all nurses covered by the Agreement setting forth the address, phone number, rate of pay and seniority of each nurse as defined in Article 12, Section 3. The Hospital shall also provide to the ONA and Alliance Local Unit President a monthly list, which shall set forth all new hires, promotions, leaves of absence, nurses who have had a name change and or address change, and terminations occurring in the preceding month. ONA and the Hospital shall share the cost of printing the collective bargaining agreement.

Section 6. The President and Vice-President will each be granted up to four (4) "E.O." days designated as "Union Business" per calendar year. The Hospital may request documentation as to the attendance at the ONA function. The nurse may elect to have vacation or personal holidays charged for these days for payroll purposes only.

ARTICLE 4. Dues Deduction

Section 1. The Hospital agrees to electronically deduct monthly ONA dues, and any fees associated with this electronic deduction, in whatever sum is authorized by ONA from the pay of nurses upon receipt of a voluntary written authorization executed by the nurse for that purpose.

Deductions will be made from the pay earned during each pay period of each month. In the event any nurse whose pay is subject to the deduction of ONA dues as provided in this article shall not be entitled to any pay in a period of any month--the Hospital will make a double deduction from the pay earned the following pay period. The Hospital's obligation for the deduction of ONA dues shall not exceed this double deduction requirement. If a nurse has no earnings during two (2) consecutive pay periods, ONA will arrange collection of dues for the pay periods in question directly with the nurse.

Section 2. The Hospital will deduct Alliance Local Unit dues in the amount of one dollar (\$1.00) from each pay of the nurse, or the first pay after thirty (30) days of employment by a nurse. Upon request by ONA, the Hospital agrees to transmit the local unit dues to ONA Headquarters.

Section 3. The Hospital's obligation to make such deductions shall terminate automatically upon termination of the employment of the nurse who signed the authorization. If transferred to a job with the Hospital not covered by this agreement, the Hospital will continue such deductions until and unless the nurse notifies the Hospital in writing to discontinue doing so.

Section 4. Deductions provided in this article shall be transmitted to ONA and the Alliance Local Unit no later than the tenth (10th) day following the dues deduction. The Hospital will furnish ONA, the President of the Alliance Local Unit and the Treasurer of the Alliance Local Unit with an alphabetical list setting forth the names, addresses and phone numbers of the nurses whose dues have been deducted.

Section 5. ONA and Alliance Local Unit agree that each will indemnify and save the Hospital harmless from any action growing out of these deductions and commenced by a nurse against the Hospital, and jointly and severally assume full responsibility for the disposition of the dues so deducted once they have been transmitted to the respective organizations.

Section 6. Except as otherwise provided herein, a nurse who has failed to maintain membership in good standing as required and defined by this Agreement, shall, within fifteen (15) calendar days following receipt of a written demand from ONA requesting the discharge of the nurse, be discharged, if, during such period, the required dues have not been tendered.

Section 7. For purposes of this article, a nurse who has joined ONA and the Alliance Local Unit or has paid a service fee to ONA shall be considered a member in good standing if the periodic dues or service fee, uniformly required as a condition of membership, are tendered.

ARTICLE 5. **Grievance Procedure**

Section 1. For the purpose of this Agreement the term "grievance" is defined as a dispute between the Hospital and ONA or between a nurse and the Hospital concerning the interpretation and/or application of, or compliance with, any provisions of this Agreement. All members seeking to file a grievance should first attempt to resolve the matter by discussing the subject matter with their immediate Supervisor or his or her designee. Upon request, a nurse shall have the right to ONA representation at any step of the grievance procedure including the aforementioned attempt to discuss the subject with the nurse's immediate Supervisor or designee. When any such grievance arises, the following procedure shall be used:

Step 1. A nurse who has a grievance must submit a "Statement of Grievance" in writing to their immediate Supervisor or his or her designee within seven (7) working days after they had knowledge of the event upon which the grievance is based but in no event later than sixty (60) days after the occurrence of the event upon which the grievance is based. The "Statement of Grievance" shall contain complete factual details of the grievance, the approximate time and date of the occurrence on which the grievance is based, the specific section or sections of the Agreement allegedly violated, and the resolution or remedy requested. The "Statement of Grievance" shall be dated and signed by the grievant. The immediate supervisor or his or her designee, shall meet within five (5) working days of receipt of the grievance with the grievant, who may be accompanied by an ONA representative, if he/she so desires to discuss the grievance. The supervisor shall give the answer to the grievance in writing within seven (7) working days after the meeting provided for in this Step 1.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the nurse may submit the "Statement of Grievance" filed at Step 1 to the Nursing Administrator within five (5) working days after the nurse receives the Step One response. The Nursing Administrator shall meet with the grievant, who may be accompanied by an ONA representative, if he/she so desires, and shall give the answer in writing, within five (5) working days after the meeting provided for in this Step 2.

Step 3. If the grievance is not satisfactorily resolved at Step 2 of this procedure, it may be appealed by the grievant to the Chief Executive Officer of the Hospital. Such appeal must be made by filing the "Statement of Grievance" filed at Step 1 with the Chief Executive Officer within five (5) working days of receiving the Step Two response. The Chief Executive Officer or his designee and up to three (3) other members of the Hospital Staff, as he deems appropriate, shall meet the grievant and not more than three (3) representatives of the ONA one of which shall be the ONA Labor Relations Specialist, within five (5) working days after the written appeal is filed and the Chief Executive Officer shall give his answer, in writing, within ten (10) working days from the date of the meeting.

Step 4. If the grievance is not satisfactorily resolved at Step 3, it may be submitted to an impartial arbitrator for disposition upon the request of ONA. The request shall be made in writing within twenty (20) working days after ONA has received the Hospital's Step 3 answer. The ONA and the Hospital shall within a ten (10)-day period exchange a list of names of five (5) arbitrators. If the Hospital and ONA cannot agree to an arbitrator after reviewing the exchanged lists, then an arbitration panel from FMCS will be requested. The parties will use the alternate strike method to select an arbitrator from the FMCS panel. The arbitrator shall have jurisdiction only over disputes arising out of the grievances as defined herein. The arbitrator shall not add to, subtract from or in any way modify any of the provisions, terms or conditions of this Agreement. The decision of the arbitrator shall be final and binding upon all nurses, ONA and the Hospital. The fees and expenses of the arbitrator, including the cost of the transcript of the record, if any, shall be borne equally by the parties. The arbitrator shall render his decision within thirty (30) days after the close of the hearing or submission of briefs. No more than one (1) grievance may be submitted to any arbitrator at any one time unless by prior mutual agreement of the parties.

Section 2. The time limitations provided for in this article may be extended by mutual agreement of the Hospital and ONA. Working days, as used in this article shall mean consecutive calendar days. Working days shall not include Saturdays, Sundays, and holidays. Any grievance not timely presented for disposition at Step 1 or not appealed within the time limits set forth in Section 1 shall not thereafter be considered a grievance under this Agreement. Any disposition of a grievance accepted by ONA or not appealed shall be final and conclusive and binding upon all nurses, the Hospital and ONA.

Section 3. Grievances in Steps 1, 2, 3 or 4 may be processed hereunder by the nurse filing the "Statement of Grievance" and by the nurse's grievance representative who will be paid their regular hourly rate if it occurs during scheduled working hours, not to include overtime, if there is no interference with the operational needs of the Hospital or with the needs of patient care, and upon the express consent of the Hospital. Meetings for the purpose of the grievance procedure under Steps 1, 2, 3 and 4 shall be held on Hospital premises, unless otherwise mutually agreeable.

The Hospital shall be the primary location for a Step 4 arbitration. If either party desires to have Step 4 arbitration proceedings held at a place other than the Hospital, then upon written notice delivered to the arbitrator and to the other party to this Agreement, either party may require that Step 4 arbitration proceedings to be held at a site other than the Hospital.

The parties desiring to have proceedings at a place other than the Hospital shall pay for the meeting

room.

Section 4. A grievance which affects a substantial number of nurses employed in more than one (1) nursing unit or which involves the disciplinary suspension or discharge of a nurse may initially be presented at Step 2 of Section 1 by the affected nurses, ONA local representative, or ONA.

Section 5. Grievances may be processed hereunder during working hours if there is no interference with the operational needs of the Hospital or the patient care, as determined by the Hospital.

Section 6. The Hospital's Step 2 and 3 written answers will be provided to the grievant, ONA Columbus Representative by email and mail, and the ONA local representative.

ARTICLE 6. No Strike - No Lockout

Section 1. During the term of this agreement, the ONA and the Alliance Local Unit shall not directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any nurse instigate or participate, directly or indirectly, in any mass resignation or concerted withdrawal of services, slowdown, walkout, work stoppage, sympathy strike, picketing or other interference with any operation or operations of the Hospital, unless the Hospital should fail to comply within ten (10) working days, with the final decision of a court of last resort directing the submission of a particular dispute to arbitration or denying the appeal of an arbitrator's decision under applicable state or federal law. Should any violation of this Article 6 occur, ONA and the Alliance Local Unit agree to take all actions within their respective power to prevent or terminate any violation of this article.

Section 2. Any violation of Section 1 of this article shall be cause for discharge or other disciplinary action. Such disciplinary action shall not be subject to review upon any ground other than whether the nurse violated Section 1. In the event there is any mass resignation, walkout, work stoppage, sympathy strike, picketing, or other interference with the Hospital's operations in violation of Section 1, neither party shall negotiate upon the merits of the dispute involved until such time as the illegal action is fully terminated and normal operations have been resumed.

Section 3. In the event any violation of this article occurs, ONA and the Alliance Local Unit shall promptly notify all employees that the mass resignation or other concerted withdrawal of services, slowdown, walkout, work stoppage, sympathy strike, picketing or other interference with the Hospital's operations is prohibited by this article and is not in any way sanctioned or approved by ONA and the Alliance Local Unit. ONA and the Alliance Local Unit shall also order all nurses to return to work at once.

Section 4. In the event that the Hospital claims that ONA and the Alliance Local Unit or any officer or agent or representative thereof, directly or indirectly, authorized, assisted, financed, encouraged, or in any way participated in any mass resignation or other concerted withdrawal of nursing services, stoppage of work, picketing, sit-down or other interference with the operation of the Hospital, or ratified, condoned or lent any support to any such conduct or action, the Hospital may forthwith submit this grievance to arbitration under the arbitration procedure provided for in this Agreement, and ONA, the Alliance Local Unit and the hospital shall both cooperate to bring about an arbitration as expeditiously as possible.

Section 5. The Hospital shall not lock out any or all of its nurses during the life of this Agreement. For the purposes of this Agreement, lockout shall be defined as the temporary laying off of a nurse(s) solely as a means of bringing economic pressure to bear in support of the Hospital's collective bargaining position, and shall not include layoffs because of lack of work or disciplinary layoffs.

ARTICLE 7. **Employment**

Section 1. In seeking new or additional nurses, the Hospital shall first offer employment to those of its nurses who may then be on lay-off status in accordance with the seniority provisions of this Agreement. Nothing herein contained, however, shall prevent the Hospital, in the event of an emergency, from recalling or employing anyone without regard to the provisions of this section if immediate employment is necessary for health care or safety of the patients in the Hospital, until such time as the recall provisions of this Agreement may be completed.

Section 2. There shall be no discrimination either by the Hospital, ONA or the Alliance Local Unit against any nurse because of race, color, religion, creed, national origin, ONA membership in or activity on behalf of ONA or lack thereof, sex, age, marital status, military status, or disability.

Section 3. All new positions or job openings in the bargaining unit shall be posted by the current nursing email system for a period of five (5) days. For purposes of posting as used herein, Saturday and Sunday together shall count as one such day.

Section 4. All nurses are eligible to bid on any open position in a different Hospital bargaining unit department six (6) months after employment, once they have successfully completed their probationary period, with the exception of those who have received a written or higher level of discipline within the last twelve (12) months. This provision shall not preclude a nurse from being awarded a different full time equivalent position or shift within the same department in this time frame.

However, preference will be given to nurses with a minimum of 4,000 ONA seniority hours in recognition of their service to the organization. The position will be awarded on the basis of (a) skills and ability and (b) bargaining unit seniority. When factor (a) is relatively equal, factor (b) shall be the governing factor. The term "skills and ability" as used herein shall include education, certification, general nursing experience and experience within the nursing unit. The Hospital may interview any candidate for the posted opening.

Nurses who leave the bargaining unit but maintain an employment relationship with AACH (defined as Alliance Community Hospital) will have their seniority hours frozen for a period of two (2) years. Bargaining unit posted positions shall be awarded in the following order:

- 1) Union nurses currently in the bargaining unit based upon the seniority order set forth in Article 7 of the Collective Bargaining Agreement;
- 2) Nurses with frozen seniority hours outside the bargaining unit; and
- 3) Other potential applicants.

Once in a bargaining unit position, a nurse's frozen hours will be unfrozen, and the nurse will be awarded subsequent positions according to the language set forth in Article 7 of the Collective Bargaining Agreement then in effect.

The Hospital agrees to fill new positions or job openings with applicant bargaining unit nurses if any bargaining unit nurse with minimal experience and/or qualifications applies. ONA and the Hospital agree, with notice to the nurse, that the nurse will be placed in the accepted bid position within forty-five (45) days, or as soon as operationally possible. If the position is not filled from outside within a thirty (30) day period, the Hospital will reconsider bargaining unit members for an internal transfer. The Hospital will make all efforts possible to communicate with the nurse who has applied for the transfer, and the local ONA representative, as to what the nurse's current status with the position is.

However, if there is an immediate, critical staffing need and no adequately experienced bargaining unit nurse applies, the Hospital may then hire an applicant from outside the bargaining unit.

In order for the nurses to be kept up-to-date of current job openings the Hospital agrees to keep the available positions posted online until the position has been filled.

Section 5. The Hospital will not discriminate against any nurse on account of membership in or activity on behalf of ONA.

Section 6. The Hospital shall continue its practice of evaluating the performance of each nurse annually. The nurse will receive a copy of their evaluation if requested.

ARTICLE 8. Probationary Period

Section 1. Newly employed nurses or nurses re-employed by the Hospital shall be on probation for a period of ninety (90) calendar days from the date of hire or rehire. The probationary period may be extended by mutual agreement of the Hospital and ONA in cases where accident, illness or reasons beyond the control of the nurse prevent the Hospital from sufficiently evaluating the nurse's ability and competency. During or at the end of the probationary period or any extension thereof, the Hospital may terminate the nurse at will and such termination shall not be subject to provisions of the grievance procedure contained in this Agreement, unless it is alleged that the discharge was caused solely by ONA activity in which case that issue only shall be subject to the grievance procedure.

Section 2. During the probationary period or any extension thereof, a nurse shall have no seniority rights, but if at the end of this period the Hospital decides to retain the nurse, the nurse's seniority will be established based on the last date of hire or rehire. Meetings will be held between the Director, Coordinator (or designee), preceptor and the probationary nurse will occur at least once every three (3) weeks to discuss and determine progress.

ARTICLE 9. Orientation Period

Section 1. Newly Hired Nurses. All newly hired nurses shall be required to complete an orientation period on a full-time basis, unless otherwise agreed upon by the Director and the newly hired nurse. Part-time nurses shall be returned to their hired FTE hours upon completion of orientation. During the orientation period every effort will be made to match the schedule of the orientee with the schedule of a primary preceptor. The hospital reserves the right to alter the

schedules of the orientee in order to facilitate the learning experience of orientees. During the orientation period, every effort will be made to prevent the orientee and preceptor from being floated or pulled in order to address staffing needs on another unit. In the event that pulling or floating is necessary, the preceptor and the orientee will be floated or pulled together in order to maintain continuity.

All newly hired nurses will attend a house wide day of nursing orientation following general orientation to the organization. This orientation will be the responsibility of the education department. Experiences throughout nursing orientation will be provided by a variety of nurse educators and nursing leaders.

Following a house wide nursing orientation, new nurses will begin a clinical orientation specific to their clinical area. Orientation will consist of both classroom and clinical experiences specific to the area of practice and will be competency based. The orientation period will be individualized to the nurses' needs and former work experience. Unit specific orientation pathways will be used to provide each nurse with an orientation plan. The duration and progression of an orientation will be individualized based on the skills and experience of the orientee and the completion of unit specific competencies. Mastery of unit specific competencies will be completed in the ninety (90)-day probationary period in order for the orientee to be considered successful. The unit Director may determine during the orientation period that the orientee has not demonstrated satisfactory progress. Unsatisfactory progress may result in the termination of the orientee.

An orientee will be expected to complete competencies specific to the unit and patient type. While not all clinical opportunities may present themselves during the orientation period, learning and learning opportunities will be ongoing past the point of formal orientation with the charge nurse functioning as a resource person for the orientee.

Orientation will be the responsibility of and controlled by the hospital. The orientation period will be supervised by the Unit Manager, and Unit Coordinator with appropriate training participation by nursing, the nursing preceptor, and other disciplines.

The workload of the staff nurse/preceptor and the orientee will be progressive or regressive and will depend upon the skill level of the orientee, but not to exceed the maximum unit specific ideal nurse to patient ratio guidelines.

Designated preceptors on each unit will assist with the orientation of newly hired nurses to the unit. The nurse orientee shall not be included in the staffing mix until the unit-specific competency checklist has been successfully completed. For purposes of accountability, consistency and effective orientation, the Hospital agrees to work with the bargaining unit nurse on an orientation plan for newly hired nurses.

Section 2. Nurses Transferred Through the Bidding Process. Should a nurse be transferred to a unit on which they are not qualified to perform the duties required, they will be assigned to said unit in an on-the-job training orientation status and will be under the direct supervision of the Unit Manager and Unit Coordinator as specified prior to the transfer. The transferred nurse will assist the nurses regularly assigned to the unit. The extent and duration of the orientation period will be determined on an individual basis with the goal that the nurse will be qualified to perform the duties required on the unit.

Designated preceptors on each unit will assist with the orientation of transferred nurses to the unit. The nurse orientee shall not be included in the staffing mix until the unit-specific competency

checklist has been successfully completed.

For purposes of accountability, consistency and effective orientation the Hospital agrees to work with the bargaining unit nurse on an orientation plan transferred nurses.

Section 3. **Casual Nurses.** Orientation for the casual nurse will be competency based. All casual nurses will be expected to complete basic competencies on their specific unit prior to functioning independently in order to promote care that meets all safety and quality expectations.

Section 4. During orientation, meetings will be held between the Director, Coordinator (or designee), preceptor and the casual nurse, as stated in Article 8, Section 2.

Section 5. **Cross-Training.** Nurses who are cross-trained to a second clinical area are responsible for completing competencies specific to the unit to which they have been cross-trained. The Hospital will make available training such as ACLS and NRP on a regular basis. The Hospital will determine the need to implement and maintain cross-training activities. Nurses who do not maintain competence by working at least twenty-four (24) hours every six (6) months in the second area of practice may, with a discussion between the affected nurse and the Hospital consider whether the nurse is no longer cross-trained.

Section 6. Orientation to new equipment will be made available to a nurse before they are required to use it. This orientation will occur on paid time.

ARTICLE 10. **Professional Responsibilities**

Section 1. The Hospital acknowledges the fact that the American Nurses Association adopted a "Code for Nurses" in 1950, as thereafter amended, and the Hospital further acknowledges the right of the nurse, as a professional person, to believe and/or subscribe to it.

Section 2. Because of the increased complexity of health care and changing patterns in the delivery of health care, the Hospital, the ONA and the Local Unit recognize that individual nurses may not have training and/or experience to function optimally on nursing units for which they have not been adequately prepared. The Hospital may assign nurses to such units for training purposes or in cases of emergency; however, such nurses shall not serve as Charge Nurse unless qualified. The Hospital may also assign a nurse to assume nursing responsibilities on any other unit in accordance with the provisions of Article 11, Section 7, however, nurses shall not be assigned to work in a specialty area unless oriented and qualified to work.

Section 3. In the event that a nurse declines to carry out a directive on the ground that the nurse considers the directive to be either unethical or beyond the nurse's competency, the nurse will immediately contact the manager/supervisor to notify them of same.

Section 4. A nurse may be disciplined for conduct which the Hospital deems to be unethical or for assuming duties which the Hospital deems to be beyond the nurse's competency, in which event the disciplinary action will be subject to the grievance procedure as provided for herein.

Section 5. The nurse is required to maintain their yearly mandatory responsibilities to include unit and Hospital education, license and certification requirements including, but not limited to: ACLS, BLS, PALS, Annual Education Card, Tune-Up, TB/Fit Test and/or required licensure. Failure to do so may result in the next applicable level of discipline and/or removal from the

schedule until the mandatory requirement has been completed. A nurse removed from the schedule may use vacation or personal holiday time. The cost and scheduling of the mandatory requirement will be the responsibility of the nurse. The nurse is expected to complete the mandatory requirement and return to work, if applicable, within fifteen (15) calendar days, or as soon as possible if not possible within fifteen (15) calendar days due to availability of the requirement(s).

ARTICLE 11. **Hours of Work**

Section 1. The normal work week shall be a minimum of thirty-two (32) hours of work performed in the seven (7)-day period commencing at 7:00 a.m. every Sunday. Nothing contained in this article or this Agreement shall be construed as a guarantee of any hours of work per day or per week for any nurses.

However, a nurse scheduled or called out to work on a day off shall be guaranteed pay for four (4) hours or guaranteed four (4) hours of paid work, dependent upon the Hospital's needs. If mutually agreeable, the time may be adjusted. If the nurse works over four (4) hours on a day off but less than seven and three-fourths (7-3/4) hours, the nurse shall be guaranteed pay for seven and three-fourths (7-3/4) hours, not including on-call pay. Such hours for which the nurse received pay, if in excess of time for which straight time is received, shall be paid at the overtime rate.

The Hospital may, at its sole election, amend the normal work week so that it commences at 11:00 p.m. on Saturday. The Hospital will notify the bargaining unit, as soon as possible, upon its decision to amend the normal work week.

Section 2. Scheduling and assignment of work, including shift times, overtime, weekend rotation and holiday rotation will be the responsibility of the Hospital in accordance with the provisions of this Agreement. The Hospital will rotate weekend and holiday duty fairly and equitably among all nurses within a unit except where the needs of patient care or unavailability of qualified nursing personnel prevent it from doing so. Deviation from the aforementioned, regarding weekends and holidays, will be done on a rotational basis according to seniority with the most senior affected nurse being offered the option to work or have a day off. Rotation will continue if needed on down through the seniority list with the same options aforementioned being offered.

The manager will have the responsibility to schedule appropriate staffing for the unit utilizing up to twenty-six (26) weekends per nurse per year. The manager will attempt to allocate on an equitable basis the weekends worked. Failure to work more than two scheduled weekend shifts in a year for reasons other than self-hospitalization, death in the immediate family and/or recognized leave of absence will result in the nurse being scheduled to provide for adequate staffing or vacation coverage. A nurse who fails to work more than weekend shifts as described above, may be scheduled to work two (2) additional weekend shifts. Moreover, further missed weekend shifts may be required to be made up with a two-week notice.

Section 3. Schedules for each twenty-eight (28)-day period shall be posted fourteen (14) days in advance so long as circumstances permit. Deviations from the posted schedule may be made by the Hospital in order to meet its operational needs or changes. The Hospital shall give notice of any such changes to nurses affected as far in advance as circumstances reasonably allow.

If a nurse reports for work as scheduled and their regular position is not available due to a change

in schedule of which they had not received notice, the nurse shall be assigned to work in their regular position and be paid at their regular rate, or at their option, they may refuse the assignment, in which event they shall be paid one (1) hour of pay. If a nurse fails to report for duty on a scheduled day because there was a change in schedule of which they had no notice, they shall be offered an opportunity to work that day or they may be rescheduled so that there is no loss of hours in that work week.

Changes in schedules made or agreed to by other than the Hospital must be in writing, dated and signed personally by all nurses affected by the change and delivered to and approved by the Nurse Manager on duty.

Section 3.1 Any nurse shall be eligible to bid on the needs list. "Need" is defined as an open shift when the schedule is posted and shifts are unable to be filled. The needs list shall be posted for seven (7) calendar days following the release of the initial schedule and remain in the schedule book providing space for more than one nurse to sign up for a shift of work.

Once nurses have signed up, the shifts of work shall be awarded in the following order.

- 1) Full time/part time registered nurses on non-overtime
- 2) Casual registered nurses
- 3) Full time/part time registered nurses on overtime
- 4) Per diem registered nurses

Should there be more than one eligible registered nurse who signs up for the same shift of work, awarding of the shift shall be based on bargaining unit seniority, with the most senior registered nurse awarded the shift.

After the expiration of this initial seven (7) calendar days, the remaining needs not filled by the following order of registered nurses, who have signed up, can be offered to per diem registered nurses on a first come first serve basis.

Section 3.2 The parties agree to establish a call list. All nurses are eligible to sign up for additional hours of work. The call list shall be maintained and updated no less than monthly by nursing supervision. Calls for additional staff will begin with the most senior nurse at the top of the list. The supervisor shall award the shift of need to the first person they speak to and once awarded, that nurse will rotate to the bottom of the list. Nurses on the call list agree to work no less than every third call or be removed from the list.

The call list shall be utilized when an unanticipated need occurs. Once the call list has been exhausted, the Hospital is free to call casual and per diem registered nurses. A nurse is free to either be added or removed from the call list.

Section 4. All nurses will be allowed a thirty (30)-minute unpaid meal period during each shift of work. A nurse who is unable to take a meal period due to working conditions must notify the unit manager or supervisor at the soonest possible moment. The unit manager/supervisor will make every effort to provide a meal break. If this is not possible, the nurse will be paid the applicable overtime rate or be permitted to leave early with permission of the unit manager/supervisor.

Section 5. Nurses will be permitted one (1) fifteen (15)-minute break period during each shift of work.

Section 6. Meal periods and break periods will be scheduled by the charge nurse and coordinated with the nursing supervisor so as to provide adequate nursing coverage at all times.

Section 7. The Hospital will attempt to fill temporary vacancies on a voluntary basis, however, if the Hospital is unable to cover a position, it may temporarily transfer a registered nurse for a period up to forty-five (45) calendar days or longer with the nurses' consent from one department to another, or from one shift to another or both, in cases of emergency, or in order to fill the position of a registered nurse who is absent, on sick leave or other leave of absence, or to provide vacation relief, or to fill a vacancy temporarily pending permanent filling of such vacancy.

Temporary transfers from unit to unit shall be on the basis of seniority within the bargaining unit; the nurse with the least seniority shall be transferred. Temporary transfers to a vacant shift shall be by bargaining unit seniority, with the least senior qualified nurse being transferred to the temporarily vacant shift for a vacancy term which shall not be for a period of time in excess of twelve (12) consecutive months.

If the vacancy continues for more than forty-five (45) days, the assignment shall be rotated on the basis of the appropriate inverse seniority pursuant to this section.

Section 8. **E.O. = Excused Other**, is when a scheduled employee agrees not to work at the request of the Hospital with the exception of Article 3, Section 6. Credit is given for benefits and bargaining unit seniority for these hours.

Whenever possible, voluntary E.O.s will be granted for the entirety of the scheduled shift or as arranged with the scheduled nurse. Nurses may at their option, use vacation time or personal holiday time while on an "E.O." absence or may elect to have the time unpaid.

The Hospital may offer a nurse/s to be on E.O. On-Call or the option of an E.O. If the nurse agrees to be E.O. On-Call for the Hospital, such nurse will be paid the On-Call rate as per Article 19, Section 6. The nurse will be expected to be available and on site within ninety (90) minutes of the time the call is placed to the nurse. Such nurse will be paid at the applicable rate of pay if called into work.

Should the Hospital determine that a mandatory E.O. is necessary, the mandatory E.O.s will occur in the following order:

- 1) Temporary Nurses, Per Diem Nurses signed up on the needs list (excluding trades) and/or Agency Nurses;
- 2) Scheduled overtime;
- 3) Casual Nurses by inverse order of seniority if signed up on the needs list (excluding trades); and
- 4) All other bargaining unit nurses by inverse order of seniority.

Consecutive mandatory E.O.s will be rotated by inverse seniority for a rolling six (6) month rotation. Mandatory E.O. tracking will be utilized. Every six (6) months the mandatory E.O. list will begin with the least senior nurse receiving the mandatory E.O.

For patient care and safety, the Hospital maintains the right to make staffing decisions related to mandatory E.O.s based on skill and ability as well as operational needs.

Section 8.1 E.O. for units open twenty-four seven: Requests for E.O. will be awarded based on the date of the last E.O. If more than one qualified nurse having the same date of the last granted E.O., requests the E.O., it will be granted based on bargaining unit seniority. The nurse who takes the E.O. shall be placed at the bottom of the rotation. For units not open twenty-four seven, the on call nurse will get the first offer of E.O.

E.A. = Excused Absence, is when an employee requests not to work scheduled time and the reason for absence is accepted by management. E.A. may be used only when an employee has no vacation or personal holidays available.

Section 8.2 Surgery Department E.O.s. Surgery, excluding Same Day/PACU, Endo, and Perioperative Clinic, will maintain one (1) E.O. list to track all voluntary and mandatory E.O.s. E.O.s will be rotated by inverse seniority until every nurse on the list has received an E.O.

Section 9. The Hospital agrees to maintain and enhance current day shift core staffing. The current day shift core staffing is as follows:

	<u>FT</u>	<u>PT</u>
ICU	1	1
PCU	2	1
3E	2	1
ED	1	-
OB	1	1
OSP	1	-
SCU (Senior Care Unit)	1	1
3W	2	2
Dialysis	1	-
SDS/PACU	1	
OR	1	

Additionally, the Hospital will endeavor to maintain the current number of base day shift positions exclusive of the core day shift positions.

Section 10. Reasonable attempts will be made to notify the nurse being given E.O. at least two (2) hours before the start of their shift.

Section 11. An unscheduled nurse may pick up a shift for an already scheduled nurse only if there is one or less need for said shift on the schedule and there have been no other pick-ups or trades for that shift, provided that there is no overtime involved.

ARTICLE 12. Seniority

Section 1. Seniority is the right of a nurse to continue in the employment of the Hospital and to exercise rights under the terms and conditions of this Agreement. Seniority is defined as the length of time a nurse has been continuously employed by the Hospital from the most recent date of hire as a registered nurse, provided that they have successfully completed their probationary period.

Section 2. Seniority shall be broken when a nurse:

- 1) quits, resigns or retires;
- 2) is terminated for just cause;
- 3) exceeds an approved leave of absence by three (3) consecutive work days without an approved extension;
- 4) is absent for three (3) consecutive working days without notifying the Hospital;
- 5) fails to report for work within three (3) days after being notified by certified mail to do so; or
- 6) is on sick leave for twelve (12) consecutive months.

Section 3. The Hospital shall prepare a seniority list, based upon total hours paid, showing the seniority of each bargaining unit nurse. The list will be maintained in the Office of Colleague Relations, and will be revised two (2) times each year in January and July. A nurse who believes that their designated seniority is incorrect must make objection in writing to the Vice President of Colleague Relations within four (4) weeks after the seniority list is posted, or in the case of a nurse who is on vacation or leave of absence when a seniority list is posted, within four (4) weeks after their return to active employment. Otherwise, they shall be bound by the information on the list and shall not thereafter be permitted to challenge their seniority as shown thereon.

Section 4. Seniority and years of continuous service for all bargaining unit nurses shall be computed on a basis of all hours paid which shall include E.O. hours (paid or unpaid), hours worked, overtime, vacation, holiday, sick time, personal holiday, bereavement leave, jury duty, outside meetings, and called in hours, with one thousand eight hundred and thirty-three (1,833) such hours equal to one (1) year of seniority and continuous service and movement on the wage scale as appropriate. A nurse shall move only once per calendar year on the wage scale pursuant to this provision. Overtime shall be counted toward the one thousand eight hundred and thirty-three (1,833) hours. For purposes of bargaining unit seniority, hours will continue to accrue without limitation beyond one thousand eight hundred and thirty-three (1,833) hours per year.

Section 5. Layoffs. Should the Hospital decide to temporarily reduce the nursing force within a particular unit and/or shift, it shall first seek voluntary time off from among the affected nurses. If the required reduction cannot be effected in this manner, then temporary layoffs shall be made among the nurses employed on the affected unit or shift by bargaining unit seniority. However, the Hospital shall have the right to retain those nurses having the skill, ability and experience as determined by the Hospital to perform the remaining work satisfactorily and efficiently. Furthermore, the nurses who remain shall be required to work as scheduled by the Hospital, so that the Hospital's staffing patterns and needs, as determined by the Hospital, shall be fully met. The Hospital agrees that a temporary reduction will not exceed fifteen (15) cumulative shifts in a calendar year. Nurses affected by this section will receive E.O. benefits.

Section 6. Should the Hospital determine that a general reduction in the nursing force is necessary; lay-offs shall be made in the inverse order of seniority. Lay-offs shall occur in the following order:

- 1) Temporary Nurses, Per Diem Nurses and/or Agency Nurses;
- 2) Probationary Nurses;
- 3) Casual Nurses who are not part of the bargaining unit;
- 4) Casual Nurses by inverse order of seniority; and
- 5) All other bargaining unit nurses by inverse order of seniority.

provided, however that the remaining nurses have the skill, ability and qualifications to perform the work with adequate orientation. Such orientation shall be equivalent to the orientation provided to nurses in Article 9, Section 2.

The nurses who remain shall be required to work as scheduled by the Hospital, so that the Hospital's staffing patterns and needs, as determined by the Hospital, shall be fully met.

Section 7. If a nurse's position is eliminated, the displaced nurse may choose, at their option, to bid on any open position or transfer to the float pool on the nurse's base shift. Should a nurse fail to receive the bid position(s), they will be eligible for transfer to the float pool if open positions exist.

Section 8. In the event that the Hospital decides to combine nursing units, it must first offer the positions on the combined unit to the affected nurses whose units have combined. The positions on the combined unit will be awarded by bargaining unit seniority to the affected nurses. Any nurse who is not awarded a position and is therefore displaced, may choose, at their option, to bid on any open position or transfer to the float pool on the nurse's base shift. Should a nurse fail to receive the bid position(s), they will be eligible for transfer to the float pool if open positions exist.

Section 9. The bargaining unit President shall be granted super seniority for the purpose of temporary reduction, general reduction and/or elimination of the President's nursing position. The President shall be awarded an open position for which they are qualified or shall be transferred to the float pool on their base shift.

Section 10. Recall from layoffs effected under the provisions of Section 6 above shall be in the inverse order of layoff, that is, the last nurse laid off shall be the first nurse recalled, subject in all cases to the standards and procedures set forth in Section 6 above.

Section 11. Nurses being recalled to work after layoff pursuant to Section 10 above shall be notified by the Hospital by certified mail sent to each nurse's last known address as shown on the Hospital's personnel records of the date and provided at minimum three (3) calendar days to report, not counting holidays or weekends. Upon receipt of said notice, the nurse shall confirm their intention to report to work, by telephone, to the Office of Colleague Relations. It shall be the responsibility of each nurse to keep the Hospital's Office of Colleague Relations informed of their current address and telephone number.

Section 12. In the event of layoff in nursing service, the Hospital retains the right to determine the nurse staff patterns (number of nurses per unit and shift necessary for proper patient care) in accordance with the provisions of this Agreement.

Section 13. Non-bargaining unit personnel shall not perform duties normally performed by members of the unit except in cases of emergency, instruction of student nurses provide relief for breaks or education programs, or to maintain competencies, or the need to provide patient care on a short-term basis.

Section 14. A nurse who leaves the bargaining unit to accept a non-bargaining unit position will have their bargaining unit seniority frozen. There will be no loss of Hospital seniority for vacation, pension, sick leave, etc. The provisions of this section shall be retroactive to January 1, 1988.

Section 15. Bargaining unit seniority except when frozen, broken or terminated as provided herein begins with the nurse's date of hire under this Agreement. For purposes of bidding on jobs, transfers, layoffs, recall and vacation scheduling, bargaining unit seniority shall control.

ARTICLE 13. Leaves of Absence

Section 1. All leaves of absence ("LOA") and any extensions thereof shall be without pay and other economic benefits, except as otherwise provided herein, or as required by the Family and Medical Leave Act ("FMLA") or other applicable law, and must be applied for and granted in writing on forms to be provided by the Hospital. Seniority will accrue for all purposes under this Agreement for the length of any paid leave of absence. Except as otherwise required by the FMLA or other law, only those nurses who have successfully completed their probationary period shall be eligible for leaves of absence provided for in this Article 13. The Hospital may permanently fill a nurse's position after the expiration of paid leave time if the needs of the Hospital require it to do so, provided that the position cannot be filled temporarily during said period from within the existing nursing force without resort to overtime work. If required to do so, the Hospital shall have the right to transfer or reschedule other nurses as necessary to fill the position during this time. If the Hospital cannot make the necessary adjustment on a voluntary basis and it is necessary to transfer or reschedule nurses, such transfers or rescheduling shall be on the basis of the nurse's seniority in the bargaining unit and the nurses' ability to perform the work in question in accordance with the provisions of this Agreement. If the Hospital is unable to fill the position temporarily under the provisions set forth above, it shall have the right to fill a position permanently.

The Hospital will comply with the reinstatement requirements of the FMLA, Ohio law regarding pregnancy leave, and other applicable laws. Otherwise, upon returning from a leave of absence, the nurse shall be reinstated to their former position unless it has been permanently filled, in which case they shall be given whatever work is available which they are qualified to perform and will be eligible to return to their former position if and when the position comes open. If work which the nurse is qualified to perform is available on their former shift they shall be given that work, if the nurse has been given work on a shift other than the shift of their former position, and work which the nurse is qualified to perform becomes available on the same shift as the nurse's former position provided that in all instances no other nurse with greater seniority desires the position, the nurse shall be given the work on the same shift as the former position. If no work is available which they are qualified to perform, they shall be considered in a layoff status under the provisions of Article 12 Section 5.

In the case of FMLA leave or an extended leave of absence, the nurse shall provide at least thirty (30)-days' notice if the need for leave is foreseeable. If the need for leave is not foreseeable (and in all cases of military service-related qualifying exigency leave), the nurse must provide as much notice as is practicable. The nurse must complete paperwork available from the Office of Colleague Relations, provide information regarding the reason, timing, and duration of the leave, and comply with the Hospital's normal call-in procedures. The nurse shall report every thirty (30) days on their leave status and intention to return to work, and they shall notify the Office of Colleague Relations of their return to work date as soon as practicable. Unless otherwise required by the FMLA or other applicable law, the Hospital shall not be required to provide work for any nurse prior to the expiration of their leave of absence. When the Hospital has posted available positions as provided in the Agreement, it shall have fulfilled its obligations of notice under this paragraph. However, any nurse on an illness leave or a pregnancy leave shall return to their former

position if the nurse returns to work within one (1) month after paid leave expires, or within three (3) months from the beginning date of absence, whichever is longer.

Any nurse who (1) misrepresents facts in order to obtain a leave of absence or who secures a leave of absence on the basis of such misrepresentations; (2) accepts other employment during a leave of absence; or (3) fails to report for work at the expiration of a leave of absence may be terminated by the Hospital and the Hospital shall be deemed to have just cause for the termination.

Section 2. Nurses who have completed their probationary period shall be eligible for paid sick leave to be used during periods of bona fide illness or injury or disability due to pregnancy. Paid sick leave shall be earned at the rate of one (1) day of sick leave for every one hundred eighty-three (183) hours paid, including call time worked and overtime, and may be accumulated to a maximum of seventy-two (72) days of paid sick leave.

To be eligible for sick pay, the nurse must report the nature and anticipated duration of their illness or injury to the Nursing Supervisor at least two (2) hours prior to the commencement of their scheduled shift, unless the onset of the illness or the occurrence of the injury makes it impossible for them to do so. Employees are required to follow these call in procedures for all absences. In the case of an absence of four (4) or more days for which sick pay is claimed, the Hospital shall have the right to require a doctor's certificate attesting to the illness or injury as a prerequisite to the payment of sick pay. The nurse must provide a doctor's certificate attesting to the illness or injury and their fitness to return to work in all cases where the sick leave extends for four (4) days or more, as a prerequisite to the payment of sick leave. In all cases of sick leave of four (4) or more days the Hospital may require the nurse to undergo examination by a physician who is mutually acceptable to Hospital and the nurse to determine their fitness to return to duty. The examination shall be at the expense of the Hospital. The Hospital reserves the right to require, at the Hospital's expense, a second opinion verifying the medical condition.

A nurse who has accumulated the maximum number of sick days provided under the contract may have a paid personal day off with pay for each three (3) sick leave days earned and not otherwise used in excess of the maximum accumulated sick days. The taking of such personal days shall be a use of such sick days. Personal days allowed hereunder shall be scheduled and taken at such time as is agreed upon by the unit manager and the requesting bargaining unit nurse.

The Hospital will provide one COVID Test to said nurse, each year of this Agreement at no cost to the nurse.

Section 3. All nurses who have completed their probationary period shall be granted a leave of absence for a period not to exceed twelve (12) months because of personal illness or injury, after the period of accumulated sick leave with pay has expired. If the illness or injury continues beyond the twelve (12)-month period, additional sick leave may be granted by the Hospital. The duration of any leave of absence under this section will be flexible and dependent upon the circumstances and medical advice satisfactory to the Hospital. The Hospital may require of a nurse on any leave of absence under this section, a medical certificate satisfactory to the Hospital that they are unable for medical reasons to return to work and their duties. The Hospital may require of any nurse a medical certificate satisfactory to the Hospital that the continuance at work shall not endanger the nurse or the nurse's condition.

Section 4. Nurses who have completed their probationary period shall be eligible for a leave of absence for disability due to pregnancy, subject to the following conditions:

- 1) When the fact of pregnancy has been established, the nurse shall provide the Unit Manager with a statement from her physician setting forth the expected date of birth, the opinion of whether she can continue to perform all the duties of her job, and if so, how long she may continue to do so.
- 2) With the written approval of her physician, the nurse shall be permitted to continue to work for so long as she can perform all of the duties of her job as determined by the Hospital.
- 3) The duration of such leave of absence shall be flexible, depending on the circumstances; provided, however, that the nurse shall return to work as soon as she is physically able to perform all the duties of her job as determined by her physician. The Hospital shall have the right to require periodic statements from the nurse's physician as to her physical condition and a statement as to the estimated date of her return to work.

Section 5. Nurses who have completed their probationary period shall be eligible for a leave of absence for the care of a foster child, for the care of a child newly born to, or a child newly adopted by the nurse.

On thirty (30)-days' written notice, the leave of absence may be extended in three (3)-month increments but in no event, shall it extend longer than twelve (12) months from the beginning date of the leave for the pregnancy or twelve (12) months from the date of adoption or foster care. This section shall apply equally to male and female nurses.

Section 6. The Hospital will abide by the Family Medical Leave Act of 1993, as amended and applicable regulations. A nurse returning from FMLA will be considered for E.A. time if the nurse has depleted their vacation time or has insufficient vacation time.

Section 7. In the event of a death in the immediate family (i.e., spouse, parent, brother, sister, child, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law or any of the following if they have lived with the nurse in an immediate family relationship; grandparent, grandchild, stepfather, stepmother, stepchild, stepbrother or stepsister) of a full-time nurse, that nurse shall be granted a leave of absence with pay up to three (3) of the nurse's consecutive regularly scheduled working days in order to attend the funeral and handle related matters. The time off with pay shall be granted during the period starting on the day of death and ending on the day following the funeral, unless the funeral falls on the weekend. If the funeral falls on a weekend, time off with pay shall end on the following Monday. If the nurse has used the three days of paid leave, he or she may use a PTO day for that Monday.

Part-time nurses shall receive up to two (2) days off with pay provided they are regularly scheduled work days, for death in the immediate family as described herein.

Pay provided for under this section shall be computed on the basis of seven and three-fourths (7-3/4) hours per day less differentials, if any, up to said total of three (3) days.

The Hospital reserves the right to require proof of relationship of the deceased and proof of attendance at the funeral as a prerequisite for payment of the benefits provided in this section.

Section 8. Nurses required to serve on jury duty on any regularly scheduled workday, shall be excused for the days on which they serve and shall receive scheduled hours of pay at their regular rate of pay less any jury fees received. If a nurse is scheduled evening (3pm -11:15pm or 4pm - 12:15am) shift and has served on jury duty that same day, the nurse shall be excused from work for that date and shall receive scheduled hours at their regular rate of pay less any jury fees received. Additionally, a nurse who works the night shift and serves on jury duty shall only be paid for one shift, which can be before or after jury duty. The nurse may select which shift they will be paid. Each nurse serving on jury duty will be paid in accordance with the hours for which the nurse would have been scheduled to work.

A nurse and their supervisor may mutually agree to alternative scheduling during jury duty on a case by case basis.

Satisfactory evidence that the nurse did serve and the amount of pay received, if any, must be presented to the Hospital.

A part-time nurse required to serve on jury duty shall not receive pay for days not regularly scheduled to work.

Time spent on jury duty shall count as time worked for all economic benefits under this Agreement.

Section 9. The Hospital may, at its option, grant a leave of absence for personal reasons so long as such leaves are consistent with the staffing patterns of the Hospital and proper coverage can be provided without resort to overtime work.

Section 10. The Hospital will provide unpaid military leaves of absence to employees who serve in the uniformed services, as required by applicable federal and state laws. Leave may be available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and for examinations to determine fitness for duty. Weekend obligations to the Hospital shall be waived to perform weekend military duties when necessary. The nurse must notify their Director as soon as practicable after they become aware of the need for military leave, unless such notice is otherwise excused by law.

The Hospital will provide military caregiver leave and military service related “qualifying exigency” leave in accordance with the FMLA. The Hospital may require certification of the need for both types of service member leave.

Section 11. A full-time nurse who accepts a part-time nursing position shall retain the credit for self-sick days accumulated during the full-time service and may use such days. The nurse must use such days during a LOA at the rate they were accrued for the next succeeding twelve (12)-month period.

Section 12. The transitional work program is to provide a temporary work assignment for an employee who has lost time due to illness or injury and whose specific restrictions do not allow the employee to return to his/her regular position. This may include an employee who has been medically cleared to return to work with restrictions after a period of disability; be under medical work restrictions, defined by his/her health care provider, rendering him/her unable to perform regular duties without having missed any time from work.

Section 12.1 A nurse's eligibility, conditions of continued participation in the transitional work assignment program, and termination from the program shall be pursuant to the terms of the Hospital's program.

Section 12.2 A nurse in the transitional work program shall maintain their regular rate of pay and benefits while in the program if the initial illness or injury is work related. For non-work related illnesses or injuries, participation in the transitional work program shall only be with the mutual consent of the Hospital and the nurse and shall be at the rate of pay for the job performed. If a nurse is temporarily assigned to a non-bargaining unit position under this program, they shall retain all rights and obligations of bargaining unit membership.

ARTICLE 14. **Corrective Action**

Section 1. Discipline and discharge shall be at the right of the Hospital and shall be for just cause. Nurses discharged or disciplined for just cause shall be entitled to utilize the provisions set forth in the grievance procedure. It is agreed that corrective action shall be taken according to the seriousness of the offense and that the basic purpose for corrective action is corrective not punitive. The usual progression of corrective action will be verbal reprimand, written reprimand, suspension and discharge.

Section 2. A nurse who is to be given corrective action shall be informed by the Hospital of their right to the presence of an ONA representative at the meeting at which such action is to be taken. At the meeting, the nurse shall be provided with a copy of the written notice documenting such action, and shall be required to sign said notice acknowledging receipt thereof. The signature of the nurse shall only acknowledge receipt of the discipline by the nurse as provided on the Hospital's disciplinary form. The Hospital shall notify the ONA unit President or designee in writing of such action, which shall be sent not later than the next working day after the action was taken. A written notice of suspension or discharge shall also be sent to the ONA Columbus Office Representative no later than two (2) working days after said action is taken.

When possible an ONA officer should be present at a corrective action meeting. When no officer is able to be present, under mutual agreement, any bargaining unit nurse may serve as an ONA representative.

Section 3. The Hospital recognizes the right of a nurse to appeal corrective action through the grievance procedure provided for in this Agreement, including the reasonableness of any work rule involved. Any grievance relating to a discharge, suspension or other corrective action must be filed in writing within seven (7) working days of the nurse following discharge, suspension or other corrective action, or the grievance shall be void as untimely. Such grievance shall be filed at Step 2 of the grievance procedure. If as a result of the processing under the grievance procedure, the parties agree that the corrected nurse was justly dealt with, then the action shall be final; if the parties agree that the action was unjust, then the nurse shall be reinstated pursuant to agreement reached between the parties or as directed by an arbitrator, provided that any back wages shall be reduced by the following:

- 1) any unemployment compensation received which they are not obligated to repay as a result of their claim against the Hospital being allowed; and

- 2) compensation earned outside the Hospital during the period covered by back-wage allowance.

In the case of a discharge or suspension, the Hospital will recognize a grievance timely initiated by ONA where it can be shown that the nurse affected was unable to file a grievance within the time limits provided herein because of their incapacitation.

Section 4. The Hospital agrees that any corrective action twelve (12) or more months old shall not be considered as active in the application of progressive corrective action.

Section 5. The Hospital Employee Assistance Program (EAP) is a voluntary program which provides, among other things, assistance to nurses in need of financial, emotional, psychological, or marital counseling assistance. All participation by a nurse in the program shall remain strictly confidential without details shared with the Hospital other than compliance with the program.

Section 6. The Hospital may request a test of a nurse for substance abuse but shall be restricted to situations where the Hospital has reasonable suspicion.

Reasonable suspicion must be based on objective facts or specific circumstances that present a reasonable basis to believe that a nurse is under the influence of alcohol and/or other drugs. Examples of reasonable suspicion shall include, but need not be limited to, slurred speech, disorientation, unsteady gait, and unusual conduct or behavior. Reasonable suspicion must be documented in writing.

A nurse being required to submit to testing for substance abuse shall be given the opportunity to consult with a union representative prior to being sent for testing. At all times, the nurse and their information shall be treated with confidentiality and respect.

A nurse involved in an on-the-job accident, which requires medical treatment of the nurse, may be tested for drug or alcohol use. The drug and alcohol testing shall occur within twenty-four (24) hours of the accident or injury.

The Hospital will promptly communicate test results to the nurse. In the event a nurse tests positive on the drug and alcohol test, a confirmatory retest of the original sample may be conducted at nurse's expense. In the event the confirmatory retest has a negative result, the Hospital will pay the cost of the confirmatory retest. Nurses may request, in writing, a copy of their test results.

Section 7. Aultman Alliance Community Hospital will randomly test nurses for compliance with its drug-free workplace policy. As used in this policy, "random testing" means a computerized method of selection of colleagues for testing, which is performed by an outside third party. The selection will result in equal probability that any colleague from a group of colleagues will be tested.

Coordination.

- The names of all colleagues in the organization's random drug and alcohol testing program will be provided to AultWorks for inclusion within the company's computer database. The computer database will be used for the random identification of nurse's subject to random drug and alcohol testing.

Frequency.

- All nurses will be subject to the organization's random drug and alcohol testing program and will be eligible for testing on a quarterly basis.
- As the program is random, nurses may be subject to testing in consecutive calendar quarters.

Notification of Testing.

- The names of colleagues who are subject to testing per the list randomly generated by the database system will be communicated to the Colleague Health Nurse.
- The Colleague Health Nurse will communicate those names to the appropriate manager via email. If the email is not answered as identified by a read receipt within 24 hours, the Colleague Health Nurse will follow up with a phone call to the manager.
- Once the randomly selected nurse's manager or designee has been notified, he/she will make arrangements for testing to be completed at AultWorks as soon as able to be arranged for the nurse.
- If a nurse is not working or is unavailable due to job duties such as surgery or procedural work, or is working outside of the service area, the manager should notify the Colleague Health Nurse and make plans for testing to be performed as soon as able to be arranged for the nurse.

Testing.

- Testing of colleagues will be completed by AultWorks staff who have been trained by a Drug and Alcohol Testing Industry Association (DATIA) certified professional collector trainer (CPCT). This training will take place every five years.
 - Alcohol testing will be administered by a certified breath alcohol technician (BAT) that utilizes a breathalyzer that is calibrated monthly. If the test results are positive for alcohol, the technician will wait 15 minutes and conduct a second air blank check. If the air blank check is 0.0, a second reading will be performed. The breathalyzer must be recalibrated following the second positive reading.
 - Drug testing will be administered through an oral fluid test. The colleague will be requested to provide a saliva specimen according to the written procedure recommended by the manufacturer of the collection kit. Upon obtaining the saliva specimen, the colleague will submit it to the AultWorks professional collector for sealing and documentation purposes and it will be sent to the Clinical Reference Laboratory.
 - Colleagues who are under the care of a physician and taking prescription narcotics will be asked by the Medical Review Officer to produce a copy of the prescriptions, or the pill bottle, within 48 hours of receiving the testing results from the third-party lab. If the lab results and prescription(s) are consistent, the result will be "negative." The colleague will continue to work during this process.
 - Nurses will not be tested for nicotine use.

Refusal of Testing.

- A nurse who refuses random drug and/or alcohol testing will be deemed to have resulted in a positive test result and may be terminated.

Custody and Control.

- Custody and control will be documented by the AultWorks employee administering the test through the AultWorks-specific policies and procedures.

Results.

- “Negative” results of the random drug and alcohol testing will be communicated to Colleague Health Nurse by the Medical Review Officer and the process will be complete.
- “Positive” alcohol results, which are those identified by 0.02 or higher indication on the breathalyzer will be communicated to the colleague, by the Colleague Health Nurse and the Colleague Relations Vice President. In the interest of the colleague and public safety, all colleagues identified as testing positive for alcohol present will not be permitted to work and will be required to find alternative transportation from the testing site or will be transported to home by a Hospital representative.
- The identification of illegal drugs and/or non-prescribed narcotics through the Medical Review Officer (MRO) review will be communicated directly to the Colleague Health Nurse who will immediately communicate the results to the Vice President of Colleague Relations. The VP of Colleague Relations will communicate the results to the colleague’s manager and either the VP of Colleague Relations or the manager will communicate to the employee.
- “Positive” results of either the alcohol or drug testing may result in termination of employment.

Drug and Alcohol Assistance.

- The Hospital will not terminate employment if an employee asks for assistance for a drug or alcohol problem before being selected for random testing. If the employee does not admit to having a drug or alcohol problem until the employee is selected, and tests positive, the employee may be terminated.
- The Hospital will assist any employee who seeks help. There are various assistance options available, depending on the individual’s needs. Contact the Colleague Health Nurse to initiate the development of an assistance plan.

Confidentiality.

- Records and results will be kept confidential to the extent practical and will be limited to those individuals working in Colleague Relations and other management who have a need to know or have access to such records.

ARTICLE 15. **Advisory Committee**

Section 1. An advisory committee shall continue to be maintained and the committee shall be composed of Hospital representatives, including nursing personnel. Standing members of the committee will be: Vice President of Colleague Relations, Vice President of Nursing, President of Alliance ONA, Vice President of Alliance ONA. The Hospital shall have the right to include nonregistered nurse administrative persons as Hospital representatives to the committee. ONA

shall select registered nurses from the bargaining unit to serve on the advisory committee, along with an ONA representative. Both parties acknowledge the importance of this committee along with the importance of a successful committee. The number of Hospital representatives and ONA representatives may vary based on the agenda items and individuals' availability.

Nurses who serve on the Advisory Committee will be paid at their regular hourly rate to attend Advisory Committee meetings during scheduled working hours, not to include overtime, if there is no interference with the operational needs of the Hospital. ONA members and Nursing Management shall be responsible for coordinating schedules.

The purpose of this committee shall be to provide a method of communications between the Hospital and ONA on matters related to patient care, or matters of concern to nursing or to the Hospital. An agenda of items to be discussed shall be presented at least five (5) days before the committee meeting unless otherwise mutually agreed.

Section 2. The committee shall hold at least eight (8) monthly meetings per calendar year unless waived by a majority of the committee. Either the Hospital or ONA may invite the voluntary presence of any Alliance Community Hospital employee whom it feels will assist in the communications process. Such invitation shall be subject to the needs of the employee's department.

Section 3. Since these meetings are for the purpose of communications only, the committee shall not be empowered to change any of the terms of the parties' collective bargaining agreements or to change any other matter affecting the employment relationship, working condition, policy or procedures now in effect or to be in effect between the Hospital and/or all nurses or any other employees. In no case shall any matter considered at these meetings be subject to the grievance and arbitration procedure set forth in this Agreement, unless the matter is otherwise subject to such procedures under the terms of this Agreement.

Section 4. A subcommittee of the advisory committee, referred to as the "Care Committee," shall be established consisting of appropriate numbers of representatives from the advisory committee to be determined by each party. The Care Committee will establish its meeting times and administrative procedures. The nature, purpose and function of the Care Committee will be solely and exclusively to receive and consider suggestions with respect to staffing patterns. It is understood and agreed that the determination of staffing patterns continues to be vested exclusively with the Hospital as provided for in Article 2 of this Agreement. Any recommendations on staffing patterns shall be referred to the advisory committee.

Section 5. Care Committee. No subject is of greater concern to the Hospital and the ONA than providing maximum patient care. The Hospital has, pursuant to state law, created a task force to discuss and provide input on staffing ratios, acuity, staffing mix, and other criteria. The committee shall be comprised of no less than 50% staff registered nurses who shall be provided paid time to attend and participate in meetings. The plan implemented shall be made available to all nurses annually and shall be available to anyone who requests a copy. The Care Committee will meet no less than two (2) times per year. The Hospital will notify nurses by email at least one (1) week before the meeting is to be held. Additional Care Committee Meetings may be requested by the Hospital or ONA in order to address hospital-wide issues regarding staffing ratios, acuity, and staffing mix. Unit-based issues regarding staffing ratios, acuity, and staffing mix, will be addressed at ONA Advisory meetings.

If there are no unit-based voluntary committee members, ONA agrees that ONA leadership will

be required to attend or appoint designees.

Section 6. No committee, ad hoc or otherwise, shall have the ability to alter or modify the collective bargaining agreement without prior written agreement between the Hospital and the Ohio Nurses Association.

ARTICLE 16. Termination of Employment

Section 1. Any nurse who quits or resigns shall give the Hospital written notice thereof prior to the effective date of such termination. Such notice shall be addressed to the Director of the Department and shall be delivered two (2) weeks prior to the effective date.

Section 2. In all cases of termination there may be an interview with Colleague Relations or the Nursing Administrator prior to the termination date.

Section 3. Any nurse who fails to give the notice required by Article 15 Section 1, without reasonable cause shall forfeit the vacation pay equal to that of two (2) weeks, as in conjunction with the notice that was deficient and shall be ineligible for re-employment except where just cause is given.

ARTICLE 17. Holidays

Section 1. Full-time nurses shall be entitled to ten (10) paid holidays as follows:

New Year's Day	*	(3:00 p.m. 12/31 - 11:00 p.m. 1/1)
	**	(7:00 a.m. 1/1 - 7:00 a.m. 1/2)

Easter

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day	*	(3:00 p.m. 12/24 - 11:00 p.m. 12/25)
	**	(7:00 a.m. 12/25 - 7:00 a.m. 12/26)

Three (3) Personal Holiday Days (after six (6) months of service)

* 7.75 hour shifts

** 11.75 hour shifts

Note: Easter, Memorial Day, Independence Day and Labor Day shall be summer Holidays, New Year's Day, Thanksgiving Day and Christmas Day shall be winter Holidays.

If a nurse is scheduled to work New Year's Eve and New Year's Day and/or Christmas Eve and Christmas Day, the nurse will be paid for a double holiday.

Part-time nurses who have more than six (6) months of service shall be entitled to at least one (1) personal holiday off with pay. Part-time nurses will be entitled to additional personal holidays if, with prorated hours paid, they are eligible for a(n) additional personal holiday(s).

Nurses eligible for personal holiday days shall schedule days that are mutually agreeable to the nurse and the Hospital.

The time allotted for the three (3) personal holidays is from January 1 to December 31. The three (3) days must be taken during the calendar year. There is no accrual of days from year to year if the days are not taken during the current calendar year. For newly hired nurses, the time may be extended to January 31 of the following year with mutual agreement of the nurse and unit manager.

Every full-time employee on the payroll on January 1 of each year will be credited with three (3) personal holidays. New full-time employees hired between January 1 and July 1 will receive three (3) personal holidays. New full-time employees hired on or after July 1 until September 30 will receive one and one-half (1-1/2) personal holidays. New employees hired between October 1 and December 31 will receive no personal holiday allowance for the current year.

Holidays – Probation. Full-time and part-time employees are eligible immediately for legal holidays paid by the Hospital.

Section 2. To be entitled to holiday pay, a nurse must be on the active payroll and not on an unpaid leave of absence or layoff during the week in which the holiday falls, and have worked their last complete scheduled shift prior to and their next complete scheduled shift following the holiday or the substitute holiday provided for below, and have worked the holiday, if scheduled to do so, unless their absence is authorized or excused by the Nursing Administrator. The holiday will be paid in the pay period in which it is scheduled.

Section 3. The Hospital will attempt to rotate weekend and holiday duty fairly and equitably among all full-time and part-time registered nurses within a unit except where the needs of patient care, or unavailability of qualified nursing personnel prevent it from doing so. The Hospital will attempt to schedule each nurse to work every other holiday on a rotational basis.

A full-time nurse who works on a holiday will be paid at two times their straight time hourly rate of pay for all hours worked, or shall be permitted to take one (1) day off with pay as a substitute for the holiday, for which shall be taken at a time to be mutually agreed upon between the nurse and the Hospital within thirty (30) days of the holiday, unless the Hospital requests and the nurse agrees, at least fourteen (14) days in advance of the holiday, that they receive pay in lieu of the day off. In such case, the nurse shall receive seven and three-fourths (7-3/4) hours of straight time pay for the holiday in addition to their straight time pay for hours worked on the holiday. A full-time nurse who does not work on a holiday shall receive seven and three-fourths (7-3/4) hours of pay at their regular rate, excluding differentials, if any.

Section 4. A part-time nurse who works on a holiday, other than a personal day, shall be paid at their regular hourly rate for all hours worked, and in addition shall be paid holiday pay for hours worked on the holiday. A part-time nurse who does not work on a holiday shall not receive any holiday pay.

As provided in Article 17, Section 1, a part-time nurse who has more than six (6) months of service shall be entitled to one (1) personal holiday off with pay.

Section 5. Holidays provided for in this article shall be celebrated on the day provided for by federal law. Except as otherwise herein provided, the provisions of this article shall apply to the three (3) consecutive shifts commencing at 11:00 p.m. on the day preceding the holiday.

Section 6. Surgery nurses and recovery room nurses on call between the hours of 7:00 a.m. and 7:00 p.m. on Thanksgiving Day and 7:00 a.m. and 7:00 p.m. on Christmas Day shall be compensated for those hours at two (2) times the regular "on call" pay.

ARTICLE 18.

Vacations

Section 1. Full-time and part-time nurses shall be granted vacation with pay, subject to the conditions set forth in this Article 18, based upon their length of continuous service with the Hospital since their most recent date of hire, as follows:

Such persons with

- 1) More than one (1) year and less than six (6) years of such service, two (2) weeks;
- 2) Six (6) years or more, and less than eleven (11) years of such service, three (3) weeks;
- 3) Eleven (11) years or more of such service, four (4) weeks; and
- 4) As of 11:59 p.m. on December 5, 2019, those Nurses who have earned five (5) weeks of vacation shall be entitled to five (5) weeks of vacation. Those Nurses who have not earned five (5) weeks of vacation as of 11:59 p.m. on December 5, 2019, are entitled to a maximum of four (4) weeks of vacation, not five (5) weeks of vacation.

Section 2. For purposes of this article, pay for a week of vacation shall consist of hours equal to that of the classification of the nurse at the nurse's regular straight time hourly rate, excluding differentials, if any, determined as of the second complete pay period prior to the commencement of the vacation. Nurses will receive vacation pay on a pro rata basis as follows:

The formula for determining pay and benefits under this Agreement will be total hours worked as they are related to one thousand eight hundred and thirty-three (1,833) hours. Hours worked shall include hours for sickness which are paid, voluntary E.O. hours, vacation hours, regular straight time hours paid, holiday hours paid, paid leave of absence hours, hours on call that are actually worked and negotiating hours lost from work as defined in Article 23, Section 1.

Section 3. Vacation request/approval guidelines.

(Vacation year May 1 through April 30)

- Requests for week increments of vacation time must be submitted in advance to the department manager.
- Requests for the upcoming year as defined May 1 through April 30 of the following year, may be submitted between January 2nd and the last day of February of each year.
- Staff will be notified of vacations approved and/or denied by April 1st of the year submitted.

- Employees who do not use the posting periods mentioned above shall submit written requests to the appropriate supervisor for approval. Such requests shall be approved or denied within thirty (30) days of receipt.
- A maximum of two weeks of vacation requested January 2nd through the last day of February will be granted based upon SENIORITY, operational needs and department quotas.

Requests must state “Use Seniority” on the request form.

(maximum of two weeks per vacation year)

- Employees with additional weeks of vacation may submit requests during this same time frame. Additional weeks requested will be processed once all “use seniority” requests have been acknowledged. Seniority will be utilized to approve these additional requests based upon operational needs and department quotas.
- Requests for weeks of vacation time submitted on or after March 1st of each year will be approved utilizing a “first come-first granted basis.” Seniority will be utilized only as a tiebreaker.
- The department manager will post a Master Vacation Calendar along with the most recent seniority roster on each unit during the first week of January.
- RN colleagues will mark the week they are requesting off with their name in pencil on the appropriate week(s) in order to communicate all the various requested time to one another on the unit.
- The unit manager will update the Master Vacation Calendar with all approved vacations in ink once all the vacation requests have been processed for the prime time request period.
- If an electronic version of requesting vacation becomes available, a similar method of posting seniority rosters and communicating requested vacation weeks to all department colleagues will be followed. The approved vacations will be evident to each departmental colleague by code or other mechanism on the electronic version. This method would then also be used for granting further vacation requests after the January through February request for prime time vacation period.

The Hospital may reschedule a nurse’s vacation period for operational reasons provided it notifies the nurse four (4) weeks in advance of the beginning of the nurse’s previously approved vacation except in an emergency situation. Should the Hospital need to reschedule the nurse’s vacation they will have the option to either reschedule the vacation or to receive the pay for the vacation that they were scheduled to take. December vacations shall be allowed, however, they shall be rotated among the nurses on the unit and not on the basis of seniority.

Nurses will be granted up to two (2) weekends per year when they do not have to provide for their own vacation coverage. The manager will have the responsibility to schedule appropriate staffing for the unit utilizing up to twenty-six (26) weekends per nurse per year. The manager will attempt to allocate on an equitable basis the weekends worked. If necessary, the vacationing nurse may have to work additional weekends.

Section 4. Vacations may be taken at any time after a nurse has accrued five (5) days of vacation under the provisions of Section 1 above, subject to the provisions of this Article 18, but such vacations should be taken in increments of at least one (1) week to the extent possible or as otherwise mutually agreed. Should a nurse earn less than five (5) days of vacation in one (1) calendar year they shall nevertheless be entitled to take all such vacation earned in the following calendar year.

Section 5. If a holiday listed in Article 17 of this Agreement falls within a nurse's vacation, upon mutual agreement of nurse and Hospital, the nurse shall be permitted an option to take an additional day with pay at the beginning or end of the nurse's vacation, or another day off at a time to be mutually agreed upon by the nurse and Hospital within thirty (30) days of the holiday.

Section 6. On termination of employment, a nurse shall receive the vacation pay for which the nurse is eligible subject to Article 16, Section 3. In addition, the nurse shall be entitled to a payment of vacation accrued during the current vacation year up to the nurse's termination date. Payment, if any, shall be made at the time of the nurse's termination of employment. In the event of the death of a nurse, the earned vacation, including any vacation pay accrued for the current year, shall be paid to the nurse's surviving spouse or the nurse's estate.

ARTICLE 19. Wages

Section 1. All nurses classified by the Hospital as general duty nurses shall be paid in accordance with the following schedule. Wage increase shall be granted based upon a nurse's length of continuous service, determined in accordance with the provisions of Article 12, Section 4, and subject to the provisions of this Article.

Length of Continuous Service Wage Rate

Start of the first pay period after 12/6 of each year

Effective	<u>Year 1 3.25%</u>	<u>Year 2 2.75%</u>	<u>Year 3 2.00%</u>
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	Starting Rate	\$33.14	\$34.05	\$34.73
	Step 1	\$34.14	\$35.08	\$35.78
	Step 2	\$35.22	\$36.19	\$36.91
	Step 3	\$36.36	\$37.36	\$38.10
	Step 4	\$37.44	\$38.47	\$39.24
	Step 6	\$38.17	\$39.22	\$40.00
	Step 8	\$40.72	\$41.84	\$42.68
	Step 10	\$41.92	\$43.07	\$42.68
	Step 12	\$43.19	\$44.37	\$45.26
	Step 15	\$44.27	\$45.48	\$46.39

Section 2. Wage increases shall be granted based upon a nurse's length of continuous service, determined in accordance with the provisions of Article 12, Section 4, and subject to the provisions of this Article.

Section 3. Charge Nurses. Nurses who are designated and scheduled by the Hospital to act as Charge Nurses shall be paid at the rate of one dollar (\$1.00) per hour above their current hourly rate for all hours worked in that capacity.

The Hospital shall provide the nurse an orientation to Charge Nurse responsibilities prior to assigning the nurse the primary Charge Nurse responsibilities.

Experienced casual nurses may take a Charge Nurse position only if agreed upon by the full-time or part-time nurse(s) who are assigned to that unit for that shift and they have completed the above referenced orientation.

Section 4. Nurses shall be paid one and one-half (1-1/2) times their straight time hourly rate of pay for all hours authorized by the Hospital which are worked in excess of thirty-eight and three-fourths (38-3/4) hours in a work week or eight (8) hours in a work day. For purposes of overtime computation, credit shall be given only for hours actually worked by the nurse.

Section 5. The Hospital shall pay a shift differential as follows:

One dollar seventy-five cents (\$1.75) per hour for second and third shifts (3:00 p.m. to 7:00 p.m.).

Two dollars and seventy-five cents (\$2.75) per hour for the period between 7:00 p.m. and 7 a.m. during the first year of this Agreement.

Three dollars and no cents (\$3.00) per hour for the period between 7:00 p.m. and 7 a.m. during the second and third years of this Agreement.

Section 6. For purposes of this Agreement, "on-call" duty is defined as those hours during which a nurse is required to be immediately available by telephone or pocket pager (within verified range of the pager) to be recalled to the Hospital for duty as required. A nurse who is on call shall be paid at the rate of three dollars (\$3.00) per hour for all hours spent in the on-call status. In addition, if such nurse is called back to the Hospital and performs duties they will be paid for all hours worked at one and one-half (1-1/2) times their regular hourly rate, plus shift differential for all hours worked between 3:00 p.m. and 7:00 a.m. Any nurse on E.O. on call who is called back to the Hospital to work will be paid their regular rate of pay.

Section 7. An on-call nurse who is called to the Hospital to perform services shall receive a minimum of two (2) hours of work or if no work is available, a minimum of one (1) hour of pay. There is no limit on the number of times an on-call nurse may receive this benefit within a "call" period.

Section 7.1 A nurse who works fifteen and one-half (15-1/2) hours or more due to shift work and/or on-call worked hours will be given the first option of leaving early if at all possible to do so.

Section 8. The Hospital shall have the right to employ nurses at a rate within the salary schedule based on the nurse's experience, training and education, provided that no nurse is hired in above the wage Year 6.

Section 9. During the term of this Agreement the Hospital shall pay an eligible nurse with a Bachelor of Science in Nursing a differential of one-dollar (\$1.00) per hour provided the nurse has provided the appropriate documentation. Nurses who have achieved and maintained specialty certification from a professional organization in the area in which they are working will receive seventy-five cents (\$.75) per hour certification differential. If a nurse has both a BSN and an approved specialty certification they shall receive one dollar seventy-five cents (\$1.75) per hour differential.

Nurses are eligible for one (1) specialty certification pay. See Exhibit B for the list of certifications.

An RNFA (Registered Nurse First Assistant) shall receive sixty cents (\$.60) per hour for all hours worked in OR. This is in addition to the required specialty certification pay.

Section 10. Those designated preceptor nurses shall receive an additional one dollar and twenty-five cents (\$1.25) per hour for preceptor hours.

ARTICLE 20. Insurance and Premiums

Section 1. **Eligibility.** Hospital agrees to provide, at its own expense (subject to deductibles, co-pays, and premiums negotiated in the collective bargaining agreement), health insurance providing the benefits set forth in this agreement for all part-time and full-time Nurses in the bargaining unit and such dependents, as defined by the Plan Documents and the Summary of Benefits and Coverage (SBC), who elect such coverage.

Group Insurance is intended to help meet the medical costs of sickness or injury and not to enable such employee to receive greater benefits than the actual medical expenses incurred.

Bargaining Unit Casual Part-time nurses shall be offered the opportunity to purchase health insurance.

Section 1.1 Dental and Vision Programs. Nurses will be offered dental and vision insurance equivalent to, or better than, that offered to other colleagues.

Section 2. Plan Documents and Summary Plan Description. Specific details, limitations and exclusions are contained in the Plan Documents and the SBC which is located on the Aultman Alliance Community Hospital Portal and in the Colleague Relations Department. If there is any difference between the collective bargaining agreement and the Plan Document, the Plan Document will control and govern. The Hospital will provide each Nurse and new hire with an SBC for each benefit, which reflects the benefits provided under this agreement. Nurses who have not received an SBC must notify Colleague Relations and an SBC will be provided.

For the life of this Agreement the Hospital agrees to provide the following benefits for all nurses:

- 1) A twenty percent (20%) discount on all Hospital bills which would not be covered under the Hospital's health insurance family contract, regardless of whether or not the nurse is actually covered thereunder, provided that the unpaid balance is paid within thirty (30) days.
- 2) The right to purchase readily available drugs for a nurse or eligible dependent through the Hospital's pharmacy, at rates applied to all employees. All such drugs must be paid for by authorized payroll deduction. Hospital identification cards must be presented at the time of purchase, and all eligible family members must be listed with the pharmacy in advance of any purchase for dependents.
- 3) Benefits provided under any of the insurance plans in an emergency room setting, shall be limited to those provided at the time of the onset of illness or injury, and shall not include routine services normally provided in a physician's

office or any follow-up care after the occurrence of an emergency illness or injury.

- 4) Any nurse who is unable to work due to a workplace injury and/or illness will continue to receive for up to one year the same level of health insurance benefits from the Hospital that the nurse received at the time of the workplace injury and/or illness. Such nurse will be responsible to continue the co-payment of the applicable monthly insurance premium rate to the Hospital. If a nurse remains on Workers' Compensation beyond the one year continuation of health insurance benefits, such nurse will then be offered full COBRA rights.
- 5) Dental preventative exam, two times per calendar year at 100% (no deductible). However, all dental costs, except orthodontia, are capped at \$1,000 per beneficiary per year.

Section 3. Effective Date of Insurance. The insurance provided in the collective bargaining agreement and the SBC will be effective with respect to each eligible and enrolled employee, as soon as permissible under the rules, regulation, policies and practices (then in effect) of Aultcare, after such Nurse shall have qualified and enrolled or re-enrolled for such insurance as provided in this agreement.

Section 4. Plans and Employee Premiums. Nurses will be offered health insurance equivalent to, or better than, the insurance offered to all other employees. The details of the plan are set forth in the Plan Documents and the SBC. The Nurses agree to the healthcare plan for calendar year 2024. The nurses shall be required to pay no more than a 15% annual increase in health insurance premiums or the increase incurred by all other employees, whichever is less.

Wellness Program

A wellness program is offered to all colleagues that promotes health risk factor screening, education, and participation in exercise and coaching activities. Where feasible, the required wellness services, classes and coaching will be provided by the Hospital for all shifts of work performed by the registered nurse staff. Coaching shall also be available by telephone. The Wellness program is attached as Exhibit F.

Section 5. Health Care Limitations. The periods of coverage of the insurance will be limited as follows, however Nurses are required to pay insurance premiums while on any approved leave of absence. Failure to pay premiums will result in the termination of your insurance. Premiums are to be paid monthly.

1) **Layoff.** In the event a Nurse is laid off for more than thirty (30) days, coverage will continue only until the end of the calendar month in which such thirty day period expires, but such coverage may be continued by such Nurse based on applicable COBRA regulations and by the Nurse paying the necessary premiums to the Hospital in advance.

2) **Leave of Absence.** In the event a Nurse is granted a leave of absence by the Hospital, coverage will continue only until the end of the calendar month in which the leave of absence starts, but such coverage may be continued by such Nurse based on applicable COBRA regulations and by the Nurse paying the necessary premiums to the Hospital in advance.

3) **Disabled Nurse.** If an insured Nurse is not working on account of disability resulting from sickness or accident, coverage will continue only during the period for which disability benefits are payable to such Nurse for such disability under the Hospital's disability insurance then in effect, but such coverage may be continued by such Nurse based on applicable COBRA regulations and by the Nurse paying the necessary premiums to the Hospital in advance.

4) **Final Termination.** An insured Nurse's insurance and benefits coverage will terminate immediately upon such Nurse's termination for just cause or quit subject to the applicable COBRA regulations.

5) **Other Available Health Insurance Coverage.** If the nurse's spouse is offered coverage from his/her employer, the spouse must take this coverage. The spouse may be secondary on the nurse's plan.

Section 6. General Provisions. The benefits shall be provided through a group insurance policy or policies issued by such insurance company or companies as shall be selected from time to time by the Hospital.

In the event the Hospital determines it may be subject to the excise tax on high-cost, employers sponsored health plans (AKA "Cadillac Tax"), the Hospital may give notice of its intent to reopen negotiations concerning the current employer-sponsored health plans. All other provisions of this Agreement shall remain in full force and effect through the expiration date of this Agreement.

Each Nurse and/or such Nurse's dependents entitled to any of the benefits shall take all actions necessary or required of such Nurse and/or Nurse's dependents to make and establish every claim made by said Nurse or said Nurse's dependents for any such benefits.

Questions regarding the interpretation or application of the right to insurance benefits under the Plan document or SBC shall not be subject to grievance or arbitration. All such questions shall be resolved privately between the Nurse or Nurses involved and the insurance company or plan administrator. Questions regarding the interpretation or application of Article 19, shall be subject to the grievance procedure.

Section 7. Life Insurance. For the life of this Agreement, the Hospital shall maintain in full force and effect its current twenty thousand dollar (\$20,000) term life insurance coverage for all nurses who have completed their probationary period at no cost to the nurse.

Pre-retirement Death Benefit will be paid based upon the accrued value of the benefit earned. Benefit shall be paid to either the spouse, the decedent's beneficiary, or the estate.

Section 8. 403(b) Matched Fund Retirement Plan. The Hospital offers a 403(b) Matched Fund Retirement Plan (MFRP). All nurses shall be eligible to participate in the MFRP ninety (90) calendar days after they begin employment at Alliance Community Hospital. All nurse participants are immediately one hundred percent (100%) vested in the Employee and Employer deposits in each of their funds.

The MFRP shall have a pre-retirement death benefit payable to the decedent's spouse or if no spouse, payable to the decedent's named beneficiary.

The Hospital is responsible for all fees, expenses and charges related to MFRP, except for any

maintenance charge above seven dollars and fifty cents (\$7.50) per year per participant. Each participant will have the balance of a maintenance fee over and above the seven dollars and fifty cents (\$7.50) per year deducted from their individual account for their portion of the maintenance charge payment.

Each participant shall have available to them all retirement options as provided in the MFRP document and/or by law.

No portion of the MFRP and/or plan document may be changed without first negotiating an agreement with ONA.

ONA may choose the agent of record for the MFRP, as well as the carrier for the MFRP.

Effective December 6, 2016, Plan Contributions

Employer will match \$1.00 for every \$1.50 the employee contributes to the MFRP up to a total of 5% Employer Contribution of the nurse's gross annual wage.

The maximum Employer percent deposit will therefore be five percent (5%) of participant's gross annual wage if the participant deposits seven and one-half percent (7.5%) of gross annual wage. Each participant is encouraged to contribute as much as possible into the MFRP.

Section 9. Termination or change of the existing pension and disability plans must be negotiated with ONA.

ARTICLE 21.
Continuing Education

Section 1. Nurses shall be eligible to attend institutes, workshops, seminars and other continuing education programs upon approval of requests by the Hospital. The nurses in the bargaining unit shall be eligible for an aggregate amount of \$25,000.00 for that fiscal year to attend these continuing education programs. In reviewing applications, the appropriateness of the program, the work assignment, past performance of the nurse, and the maintenance of proper patient care shall be considered. If possible, nurses will be scheduled so that they suffer no loss of pay; however, at least one half (1/2) of the days spent should be nonscheduled time for which the nurse will not be paid. Special workshops within the Hospital will be included and attendance scheduled in relation to interest and maintenance of patient care. Continuing Education monies may also be used for the cost of certification examination and/or review courses.

When attending continuing education experience, the nurse is responsible to bring back information and share it with coworkers in a planned learning experience. This will occur within thirty (30) days from the last date of attending the continuing education event and attendance will be documented.

Section 1.1 The Hospital recognizes and encourages continuing education of its professional nursing staff and pending receipt of provider ship by ONA, the Hospital will provide CNEs on campus without registration fees for nurses employed by the Hospital. In addition, the Hospital will provide paid time for a maximum of eight (8) CNEs per year to attend the on campus programs.

Section 2. Nurses who have completed one (1) year of continuous service shall be eligible for tuition reimbursement (blue form found in the Colleague Relations Department) for attendance at institutions approved by the Hospital for current courses leading to an MSN or an undergraduate degree related to the nurse's duties at the Hospital. These will be taken voluntarily by the nurse during nonworking hours to a maximum payment of two thousand five hundred dollars (\$2,500.00) per year for full-time nurses and one thousand five hundred dollars (\$1,500.00) per year for regular part-time nurses. For purposes of this section, the year referred to herein shall be deemed to commence for each nurse on January 1st of each year. To be eligible for such reimbursement, the course must be related to the nurse's duties and to the patient services provided by the Hospital, the nurse must obtain the Hospital's approval of the course prior to taking it. Application must be submitted within three (3) months after the beginning date of the classes. The Chief Nursing Officer must approve each course or degree pursuit based upon appropriateness and budgetary limitations. The nurse must successfully complete the course with at least a "C" average. Upon presentation to the Hospital of the official transcript of the institution demonstrating the nurse's passage of the course with a "C" average or above, and a statement of the tuition fees paid, reimbursement of tuition fees shall be made by the Hospital, providing that the conditions set forth in this section have been met.

Section 3. The Hospital will provide not less than twelve (12) continuing education programs each year. Programs will be timed and made available so all interested can attend. Required continuing education programs demonstrating information needed for proper patient care will be made conveniently available during on duty time but if they can only be attended during off-duty time, the appropriate rate will be paid.

If appropriate and the learning method allows, the Hospital shall tape mandatory in services and provide them to registered nurses who have prior approval and who are unable to attend the service due to leave, vacation, work, or other means beyond the control of the nurse. All tapes shall be stored and available upon request by a nurse with the Nursing Education Office.

ARTICLE 22. Flexible Scheduling

Section 1. ONA and the Hospital agree that the following work conditions shall be applied to registered nurses working on an eleven and three-fourths (11.75) or nine and three-fourths (9.75) hour flexible schedule.

- 1) Flexible scheduling shall consist of three (3) eleven and three-fourths (11.75) hour shifts. Start time and any deviation from a schedule of three shifts of eleven and three-fourths (11.75) hours may be adjusted to allow scheduling flexibility with the agreement of the affected nurses and the Hospital.
- 2) A nurse working the flexible schedule of three (3) eleven and three-fourths (11.75) hour shifts will be considered as a full-time employee for benefit purposes. Those benefits which accrue on hours worked will only accrue as such.
- 3) Each shift will have one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid breaks.

- 4) Nurses will be granted off the equivalent number of hours with pay as worked on a holiday, (7.75, 9.75, or 11.75).
- 5) There shall be no more than three (3) shifts scheduled consecutively unless otherwise agreed to by the nurse. A nurse requesting more than three (3) days in a row must sign a waiver of overtime.
- 6) There will be a minimum of thirty-six (36) hours between shift changes unless otherwise agreed to by the nurse.
- 7) Nurses will be scheduled off on at least every other weekend, unless operational needs will not permit.
- 8) A nurse who works a normal seven and three-fourths (7.75) hour shift will be paid overtime in accordance with the ONA contract. The nurses volunteering to work the flexible schedule waive overtime payment as stated in Article 19, Section 4.
- 9) Each nurse participating in the flexible scheduling of eleven and three-fourths (11.75) hours must sign an agreement that:
 - A) Eliminates overtime pay for the last four (4) hours of a regularly scheduled eleven and three-fourths (11.75) or nine and three-fourths (9.75) hour day.
 - B) The program may be cancelled with adequate notice in order to meet the needs of the Hospital, at which time the participating nurses in the program shall return to the previous worked shift.
- 10) A weekend will consist of Saturday and Sunday for both AM and PM shifts working the flexible schedule.
- 11) The decision to continue flexible scheduling will be made to suit staffing with participation of Hospital, nurses, and ONA.
- 12) Shift differential will be paid to the nurses for the hours worked between 3:00 PM and 7:00 AM.
- 13) Nurses who initially do not get into the flexible scheduling but wish to later, may bid on a posted position pursuant to Article 7, Section 4 of this Agreement.
- 14) Benefit accruals based on hours will be accumulated on actual hours worked, paid or E.O. hours.
- 15) All holidays, funeral leave, and jury duty will be paid at the number of hours actually scheduled for the respective days.
- 16) Eleven and three-fourths (11.75) or nine and three-fourths (9.75) hour flexible scheduled nurses, who are serving on the ONA negotiating committee shall

have their time counted in accordance with the amount of time they would have worked or would have been paid but for the negotiations.

- 17) A nurse working the flexible schedule may request to be scheduled to work seven and three-fourths (7.75) hours on a holiday. If the request can be granted, the remaining four (4) hours may be taken as vacation or E.O. time. A twelve (12) hour nurse working eight (8) hours on the holiday as defined in Article 17 will be paid holiday pay as an eight (8) hour nurse.
- 18) Personal holiday time may be taken as three (3) days at seven and three-fourths (7.75) hours or two (2) days at eleven and three-fourths (11.75) hours.
- 19) Registered nurses may be hired to work flexible staffing (eleven and three-fourths (11.75) hours) or nine and three-fourths (9.75) in the float pool as a rotating nurse working AM and PM shifts.
- 20) Upon completion of orientation, a qualified nurse is eligible to work a flexible schedule, if a position is posted, bid and awarded pursuant to Article 7, Section 4 of this Agreement.

Section 2. The Hospital may establish, with the agreement of the affected nurses, flexible schedules other than the eleven and three-fourths (11.75) or nine and three-fourths (9.75) hour shifts described in Part I. When available, the flexible schedule positions will be posted within the applicable nursing unit, as per Part I. The nurses scheduled for these alternative flexible schedules shall not be scheduled for more than thirty-eight and three-fourths (38.75) hours per week. The establishment of flexible scheduling on a nursing unit shall not in itself result in any increase in budgeted hours, decrease the number of currently existing eleven and three-fourths (11.75) or nine and three-fourths (9.75) hour flexible schedule positions and/or decrease the number of FTEs. The Hospital shall determine the number of positions and the nursing units available for flexible scheduling. Unless directly contradictory and incapable of adaptation, the guidelines in Part I will apply. Item E in Part I applies only to nurses working eleven and three-fourths (11.75) or nine and three-fourths (9.75) hour shifts. The nurses working the flexible schedules shall waive overtime payment as stated in Article 19, Section 4.

ARTICLE 23. Miscellaneous

Section 1. Members of the negotiating committee shall be excused from duty each day of negotiations, including those nurses working the 11:00 p.m.-7:15 a.m. shift the day prior to and after each negotiating session. Nurses will be paid for each day of negotiations in accordance with the hours for which the nurse would have been scheduled to work, limited to: 1) Maximum of 6 nurses per negotiating committee, 2) maximum of 6 paid days per each nurse, and 3) maximum of one negotiation process every 3 years.

Section 2. Surgery nurses who work after midnight shall not be required to clean up other than anesthesia equipment.

Section 3. If a designated "on-call" nurse, in response to a call from the Hospital, works after 12:00 midnight, the nurse may, with the permission of the supervisor, report off without pay for

the next regular shift that they were scheduled to work on that calendar day or may mutually arrange to come in later in order for the nurse to rest. The surgical supervisor shall grant permission so long as a qualified replacement can be procured for the shift the nurse would have been scheduled to work.

Section 4. The Hospital will offer to the nurses both full and part-time participation in a Section 125 plan.

Section 5. Nurses required to wear scrub clothes will be afforded five (5) minutes at the beginning of the shift to dress and will be released five (5) minutes prior to the end of the shift to change.

Section 6. The Hospital recognizes its obligation and will adhere to the legal mandates under the Americans with Disabilities Act (ADA) as amended.

ARTICLE 24. Alteration of Agreement and Waiver

Section 1. No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any nurse or group of nurses with the Hospital and no amendment or revision of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by the parties hereto. However, any interpretation or application of any provision of this Agreement agreed upon between the Hospital, the ONA and the Local Unit in writing shall be binding upon all nurses covered by the Agreement. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 2. The Hospital, the ONA and the Local Unit acknowledge that this Agreement, and any supplement thereto, embodies the complete and final understanding reached by the parties as to the wages, hours and all other terms and conditions of employment of all nurses covered by this Agreement. Neither party intends to be bound or obligated except that it has strictly so agreed herein, and this Agreement shall be strictly construed.

Section 3. In the event any provision of this Agreement is held to be in conflict with or violation of any state or federal statute, rule or decision or valid administrative rule or regulation, such statute, rule or decision or valid administrative rule or regulation shall govern and prevail, but all provisions of this Agreement not in conflict therewith shall continue in full force and effect, anything herein apparently to the contrary notwithstanding.

Section 4. Masculine, feminine and neuter pronouns shall each include all genders and the singular shall include the plural and vice versa, where the context or facts so admit.

ARTICLE 25. Duration

Section 1. This Agreement dated this 5th day of December 2023 shall continue in full force and effect without change until 11:59 p.m. on December 5th, 2026. If either party desires to amend or terminate this Agreement it shall, at least ninety (90) days prior to December 5, 2026, give written notice of the intended termination or amendment. If neither party gives notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect from year to

year after December 5, 2026, subject to termination or amendment by either party on at least ninety (90) days' written notice prior to December 5th of any subsequent year.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

OHIO NURSES ASSOCIATION

ALLIANCE COMMUNITY HOSPITAL

Brandon Marlow

Date

Radawn Barnett

Lauren James

Sherri Funk

Karen Abraham

Bridget Briggs

Shana Pilla-Baum

Ryan Jones

Date

Nicole Russ

Kelly Lilly

Kyle Fannin

Dan Ramsey

Lisa Geiger

Karen Burchett

EXHIBIT "A"
MEMORANDUM OF AGREEMENT

The following herein embodies the intent and the agreement of the undersigned parties regarding the Hospital's use of Agency Nurse personnel.

Agency nurses shall be Professional Nurses who are currently licensed in the State of Ohio and who are temporarily employed by the Hospital to provide patient care in response to staffing needs.

The Hospital's intent is to use their registered nursing staff to the exclusion of agency nurses from outside agencies except in situations where no other means of providing appropriate staffing are available.

Agency nurses shall be used only as a supplement to and not to replace nurses employed by the Hospital. Prior to using an agency nurse, the Hospital shall attempt to cover a shift or partial shift with its own nursing staff. Before making any use of an agency nurse, the Hospital shall offer each shift or partial shift to the members of its own staff within the affected unit who are qualified to perform the work.

Agency nurses will be obtained only by direction of the Chief Nursing Officer who has the responsibility for reviewing with the agency the needs of the Hospital and determining available qualified personnel. They have the authority to employ and the responsibility to verify the credentials of the nurses involved.

The Nursing Supervisor may be the appointed responsible person in the absence of those mentioned above.

The Chief Nursing Officer will assign nurses to the various patient care areas and arrange for orientation to the areas and patient care policies with Educational Service. Evaluation will be done by Educational Services and reported to the Chief Nursing Officer

Agency registered nurses may be assigned charge responsibilities at the discretion of the Chief Nursing Officer only after sufficient orientation has occurred and abilities assessed.

No Hospital nurse shall be displaced from their assigned unit by an agency nurse in order that the Hospital nurse can be pulled to another unit until the Hospital has first attempted to assign the agency nurse, if qualified, to such unit and have attempted to fill the vacancy in such other unit from the staff of such unit.

Agency Nurse Orientation

Prior to providing patient care, the following orientation will apply to all agency nurses:

1. The agency nurse or outside personnel will complete an evaluation form describing their capabilities and competencies.

2. An orientation will be provided to the Hospital and the unit of function by a nurse from the Educational Services Department. Such orientation shall be a minimum of 8 hours.

Orientation may be reduced if the Hospital and preceptor agree that the agency nurse is competent.

3. Educational Services will orient these persons to the required competencies and verify their accuracy.

EXHIBIT “B”
CERTIFICATIONS FOR RNS

Departments	Certification	Certifying Agency
ICU, PCU, Med Surg, PACU, Radiology, Float, Stress, Dialysis	CCRN	American Association of Critical Care Nurses
ICU, PCU, Med Surg, PACU, Radiology, Float, Stress	PCCN	American Association of College of Nursing
PCU, Med Surg, Rehab, SDS, Float, Perioperative Clinic, SCU, ENDO	RNC-Med Surg	American Nurses Credentialing Center (RNC)
SCU, Med Surg, Float	RNC-Gerontology	American Nurses Credentialing Center (RNC)
SCU	RN-Psych/Mental Health	American Nurses Credentialing Center (RNC)
OR, Endo	CNOR	National Certification Board; Perioperative Nursing, Inc.
Emergency Dept, Float	CEN	Board of Certification for Emergency Nursing
Endoscopy Unit	CGRN	Society of Gastroenterology Nurses and Associates (SGNA)
PACU	CPAN	American Board of Peri Anesthesia Nursing Certification
OSP	CRNI	Intravenous Nurses Certification Corporation
Emergency Dept	SANE-A	Forensic Nursing Certification Board
Any Registered Nurse	WCC	National Alliance of Wound Care
Imaging	CRN	Association for Radiologic and Imaging Nurse
Dialysis, ICU	CDN	Nephrology Nursing Certification Commission (NNCC)

The list may be revised by the agreement of the ONA and the Hospital.



EXHIBIT "C"
GRIEVANCE FORM

Date:

Grievant's Name:	
Work Area:	
Grievant's Phone Number:	
Grievant's Email Address:	
Classification:	
Article & Sections Violated:	

On what date(s) and time(s) did the incident(s) in the grievance occur?	
---	--

Where did the incident(s) occur?	
----------------------------------	--

Brief Statement of Grievance:

--

Remedy Requested:

--

ONA Representative who will represent me in this matter:	
--	--

Signed: _____
(Employee)

Signed: _____
(ONA Officer)

MANAGEMENT REPLIES

STEP 1:

Date: _____

Signed: _____

I wish to appeal this grievance to Step 2: _____
Grievant/ONA Representative's Initials

Date: _____

STEP 2:

Date: _____

Signed: _____

I wish to appeal this grievance to Step 3: _____
Grievant/ONA Representative's Initials

Date: _____

STEP 3:

Date: _____

Signed: _____
Grievant/ONA Representative's Initials

EXHIBIT "D"
ONA DUES OR SERVICE FEE AUTHORIZATION FORM

Alliance Community Hospital
200 E. State Street, Alliance, Ohio 44601

NAME: _____ DATE: _____

CLOCK#: _____

You are hereby authorized and directed to deduct from my earnings such sums as the Ohio Nurses Association may certify as due and owing from me as membership dues or service fees, and to pay promptly such sum to ONA.

This authorization shall remain in effect until revoked by written notice given by me to the Hospital and ONA.

SIGNATURE: _____

EXHIBIT "E"
PER DIEM ADDENDUM

This letter, known as a "Per Diem Addendum" is agreed to between Alliance Community Hospital and the Ohio Nurses Association Local Unit in an effort to supplement our current nursing staff to address shortages in particular shifts and units. These positions are known as per diem nurses who are paid a flat rate of thirty-eight dollars (\$38.00) per hour with no additional benefits. They would be required to work a minimum of twenty (20) hours per month in order to qualify for per diem status. As per diem nurses, they will be exempt from membership in the Ohio Nurses Association.

Per diem nurses will not displace full time, part time, or casual nurses who wish to work with posted shifts in accordance with Article 11, Section 3. Per diem nurses will be limited to no more than eight hundred and six (806) hours of work in a calendar year and no more than thirty (30) per diems at any one time. Those hours may be worked as 11.75, 9.75, 7.75 or 4.0 hour shifts.

EXHIBIT “F”
WELLNESS PROGRAM
2021 Wellness Program Requirements

1. Be Nicotine/Tobacco Free for the last 6 months and for the 2021 calendar year; or sign up to attend the 2021 Smoking Cessation Alternative program and attend the required classes in 2021;
2. Complete your Fasting Lab Draw for Glucose and Cholesterol screening before the end of the day on November 30, 2020 and meet the following screening levels:
 - A. Glucose – less than or equal to (\leq) 100. If your Glucose is greater than 100, then you could have your blood redrawn before November 30, 2020 to have your A1C level checked. If your Glucose is >100 , but your hgA1C is less than ($<$) 5.7%, then you will still meet the Glucose screening level requirement; and
 - B. Cholesterol either less than or equal to (\leq) 200 or Cholesterol/HDL ratio less than ($<$) 5;

If you have your Wellness Lab Draw completed through Colleague Tune-ups or in the Lab with the 2020 Wellness Lab Draw form, you do not need to turn in your Wellness Lab results. The Lab will provide the names of the colleagues and the applicable results to the Alliance Community Care Network (ACCN) that complete their Wellness Labs with the 2020 Wellness Lab form. If you have Labs ordered by your physician between October 1, 2020 and November 30, 2020, you must turn those lab results in to the ACCN on the third floor (old 3East unit) by November 30, 2020:

3. Unless you were hired after September 1, 2020, you must have seen a Primary Care Physician (PCP) between November 1, 2019 and October 31, 2020 and turned the documentation of this visit to the ACCN before November 15, 2020. Please remember to satisfy this requirement of a PCP visit, your PCP must be a physician, nurse practitioner, or physician assistant in a General Practice, Family Practice, or Internal Medicine Practice.
4. Complete a Dental or Vision exam between November 1, 2019 and October 31, 2020 and provide documentation of this exam ACCN before November 15, 2020.
5. Complete an Age/Gender Appropriate Screening between November 1, 2019 and October 31, 2020 and provide documentation of this exam ACCN before November 15, 2020.
6. Complete the online Health Risk Assessment questionnaire.
7. Provide verified BMI and Blood Pressure.

8. You will be provided a Health Care Clinical Risk score from the Vitreos Health software program based upon your 2020 claims:

- If you have a Health Care Clinical risk score of **0.00** in the Vitreos Health software program and met requirements 1, 2A, 2B, 3, 4, 5, 6, and 7, then you will receive your Wellness discount for 2021.
- If you have a Health Care Clinical risk score greater than (**> 0.00**) in the Vitreos Health software program **OR** if you did not meet the requirements in both 2A or 2B above, then you will have the choice of completing the Wellness Plan Alternative to still receive your 2021 Wellness discount, which is to:
 - Attend individual meetings on a quarterly basis with the ACCN. Appointment times will be available on all three shifts. Please watch your email for additional information regarding signups for your first appointment.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 20 day of November 2019, between Alliance Community Hospital (“ACH”) and the Alliance Local Unit of the Ohio Nurses Association (“ONA”), sometimes collectively referred to as the “Parties.”

WHEREAS, the Parties recognize that ACH has the ability to set the schedule and require nurses to work certain shifts pursuant to the Collective Bargaining Agreement (“CBA”);

WHEREAS, the Parties recognize that without waiving their rights set forth in the CBA, the Parties are willing to enter into this MOU;

WHEREAS, the Parties are desirous of entering into an MOU regarding the two weekends per year that nurses do not have to provide their own vacation coverage upon the following terms and conditions:

1. In recognition and anticipation of ACH’s intent to implement a 12-hour Shift Program and a Weekend Job Program (collectively, “Programs”), the ONA intends to reduce the two weekends per year to one weekend per year that nurses do not have to provide their own vacation coverage, once the Programs are implemented.
2. Nothing in this MOU is intended to limit the Parties’ other rights under the CBA.
3. This MOU is not part of the CBA, and by executing this MOU, neither Party intends it to become a part of the CBA. If the Programs are revoked at any time prior to the expiration of the CBA, the Parties revert back to the language of the CBA.
4. This MOU shall expire on midnight of December 5, 2022 or sooner as set forth herein. If either Party wishes to modify or terminate this agreement prior to its expiration, it shall give thirty (30) days prior written notice of its desire to do so.

ALLIANCE COMMUNITY HOSPITAL

Scott M. Kauski
Scott M. Kauski
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OHIO NURSES ASSOCIATION

Bridget Biggs
Bridget Biggs
President